

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, NOVEMBER 18, 2008
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Reconvene BCC Meeting at 9:30 A.M.

Awards and Presentations

1. **Resolution** – Recognizing Pam Hastings for thirty years of dedication and commitment to Seminole County Government and its citizens upon her retirement on January 2, 2008.
2. **Presentation** - Habitat for Humanity in Seminole County will recognize the Seminole County Board of County Commissioners for their assistance in obtaining a \$600,000.00 grant to help fund the Todd Village, a multi-home building project – Presented by Tre Harris, Acting President and Kathleen Green, Vice President.
3. **Presentation** – Metro Orlando Economic Development Commission Annual Update – Presented by Ray Gilley and Tracy Turk.

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

4. Authorize the Chairman to execute the US 17-92 CRA Redevelopment Interlocal Grant Agreement between the CRA and the City of Sanford for the Median Beautification Project; and authorize the Chairman to execute a resolution implementing Budget Amendment Request (BAR) 09-09 through the Community Redevelopment Fund in the amount of \$389,950.00 (John G. Metsopoulos)

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

Consent Agenda

County Manager's Consent Agenda (Items No. 5 - 34)

**County Manager's Office
County Manager's Office**

5. Confirm the appointment of Michele Saunders as Community Services Director effective January 12, 2009. (Cynthia Coto)

6. Adopt a Resolution recognizing Indian/Heath Springs as a unique natural resource deserving of permanent protection; and recognizing the village of Geneva community for working diligently to protect and preserve the Springs, both as a historic site and as a protective measure for the Geneva Freshwater Lens. (Cynthia Coto)

Administrative Services

Purchasing and Contracts

7. Award CC-3705-08/RTB - (4) Branch Library HVAC Replacements in the amount of \$548,000.00 to Jacaranda Air Construction, Inc., Glen St. Mary, Florida, for all labor, materials, equipment, tools, transportation, services and incidentals necessary for the replacement of four (4) Branch Library HVAC systems at the North Branch located at 150 N. Palmetto Avenue, Sanford, Florida; the Northwest Branch located at 580 Greenway Blvd, Lake Mary, Florida; the East Branch located at 310 Division Street, Oviedo, Florida; and the West Branch located at 245 N. Hunt Club Blvd., Casselberry, Florida. (Ray Hooper)
8. Award CC-3709-08/JVP –Construction Contract for SR 434 (Montgomery Road to I-4) in the amount of \$8,898,078.56 to John Carlo Inc of Orlando, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to widen SR 434 to six (6) lanes from Montgomery Rd to I-4. (Ray Hooper)
9. Award RFP-600453-08/BJC - Tourism Marketing Services to Paradise Advertising & Marketing, Inc., St. Petersburg (Not-to-Exceed \$419,500.00 per year). (Ray Hooper)
10. Approve the negotiated rates and award PS-3615-08/RTB - Design Services for Communication Tower Repair and Replacement to KPFF Consulting Engineers of Seattle, Washington and Paul J. Ford and Company of Orlando, FL (Estimated Usage Amount of \$500,000.00 over the term of the Agreement). (Ray Hooper)

Community Services

Community Assistance

11. Approve an amendment to the 2008-2009 One-Year Action Plan of the 2005-2009 Consolidated Plan, adding the Neighborhood Stabilization Program (NSP) funding of \$7,019,514.00 from the U.S. Department of Housing and Urban Development (HUD) to address the high incidence and predicted foreclosure rate of identified areas of Seminole County. (Buddy Balagia)
12. Appoint Darien Oliver as a Target Area Representative to serve on the Community Service Block Grant Advisory Board. District 5 - Carey (Shirley Davis-Boyce)
13. Approve and authorize the Chairman to execute the Community Service Agency Grant Agreements for the 2008-2009 budget year. (Shirley Davis-Boyce)
14. 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

15. 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)

Tourism Development

16. Approve and Authorize the Chairman to execute an agreement between Seminole County and The Central Florida Sports Commission (CFSC) for the purpose of attracting sporting events to Seminole County, at a fixed fee of \$115,817.00 per year for three years. (William McDermott)

Environmental Services

Business Office

17. Adopt a Resolution reflecting utility rates as amended for indexing as approved September 12, 2006. (Bob Briggs)

Planning, Engineering & Inspections

18. Accept the Utility Easement executed by Alaqua Lakes HOA and Heritage Golf Alaqua Lakes, LLC in support of Seminole County's CIP project- Reclaim Retrofit Phase II (Alaqua Lakes Subdivision). District 5 - Carey (Dennis Westrick)

Solid Waste Management

19. Approve and authorize the Chairman to sign Seminole County and City of Casselberry Solid Waste Management Agreement. (William (Johnny) Edwards)
20. Approve and authorize the Chairman to sign Seminole County and City of Oviedo Solid Waste Management Agreement. (William (Johnny) Edwards)
21. Approve and authorize the Chairman to sign Consent Agreement with Seminole Energy LLC and Bank of New York Mellon. (William (Johnny) Edwards)
22. Approve renewal of Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services, as amended, for the following firms for a period from October 1, 2008 to September 30, 2009. One Waste Services, Inc., d/b/a Metro Waste Services Republic Services of Florida, LP Waste Management, Inc. of Florida Waste Pro of Florida, Inc. Waste Services of Florida, Inc. (William (Johnny) Edwards)
23. Approve and authorize the Chairman to execute Certificate of Public Convenience and Necessity for the following companies. 1. 4 Jays – Management, Inc. 2. Clean Site Services, Inc. 3. Coniglio Construction, Inc. 4. EQ Florida, Inc. 5. PCM Construction Services, LLC 6. R MD Americas of Florida, LLC 7. SP Recycling Corp. (William (Johnny) Edwards)

Fiscal Services

Administration – Fiscal Services

24. Approve and authorize the Chairman to execute the replacement grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$39,899.00 in funding through their Homeland Security grant program. (Jennifer Bero/Alan Harris)

Budget

25. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-99 through the General Fund in the amount of \$8,696.00 to true up budget to actual revenues received in FY2007/08 from the \$65 Additional Court Cost Fee (FS 939.185). (Lin Polk)
26. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-06 through the MSBU Lake Mills Fund in the amount of \$31,300.00 to increase funding for Lake Mills MSBU fund aquatic weed control. (Lin Polk)
27. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-07 through the Solid Waste Fund in the amount of \$1,000,000.00 to increase funding of the Landfill Gas System Expansion Project. (Lin Polk)

Leisure Services

Greenways and Natural Lands

28. Approve and authorize the Chairman to execute a new caretaker agreement with Adam J. Gentry, Seminole County Deputy Sheriff, for the Chuluota Wilderness Area. District 1 - Dallari (Jim Duby)

Parks and Recreation

29. Approve and authorize the Chairman to execute a Resolution amending Section 20.35, "Leisure Services Schedule", within Section 20 ("Fee Resolutions") of the Seminole County Code Administrative Code. (Julia Thompson)

Planning and Development

Building

30. Approve and authorize the Chairman to execute a Resolution renaming Tall Pine Court to Crooked Oak Court. District 3 - Van Der Weide (Amy Curtis)

Development Review

31. Authorize the release of the Mikler Road Property, LLC - Regency Estates Phase II Maintenance Agreement (Road Improvements) #0710806 in the amount of \$33,858.38 for the Mikler Road Property, LLC - Regency Estates Phase II road improvements. District 1 - Dallari (Larry Poliner)

Public Works

Engineering

32. Approve an Offer and Purchase Agreement and Addenda Between Florida Department of Transportation and Seminole County, adopt a Resolution and authorize the Chairman to execute a County Deed selling property necessary to construct the Commuter Rail Station in Lake Mary to the Florida Department of Transportation (FDOT Parcel No. 103.1R). District 2 – McLean (Jerry McCollum)

Roads-Stormwater

33. Approve and authorize the Chairman to execute a Revenue Agreement between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination. (Kim Ornberg)
34. Approve and authorize the Chairman to execute the annual Agreement between the University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program. (Kim Ornberg.)

Constitutional Officers Consent Agenda (Item No. 35 - 37) Clerk's Office (Maryanne Morse, Clerk of the Court)

35. Approval of Expenditure Lists dated October 13, 20 & 27, 2008; and Payroll Approval List dated October 16, 2008; Approval of BCC Minutes dated October 14, 2008; Clerk's "Received and Filed" – for information only. (Dave Godwin)

Sheriff's Office (Donald Eslinger, Sheriff)

36. **COPS 2008 Child Sexual Predator Program** - Approval by the Board of County Commissioners for the Chairman to execute the acceptance award for the COPS 2008 Child Sexual Predator Program and process the associated Budget Amendment Request in the amount of \$494,825.00 for the FY08/09 Sheriff's Office budget. (Penny Fleming)
37. **BAR #09-13** - Approval of the attached Budget Amendment Request #09-13, recognizing \$96,203.00 in additional FY 2008/09 SCAAP revenues and correspondingly increasing the Sheriff's FY 2008/09 operating budget by an equivalent amount. (Penny Fleming)

Regular Agenda

38. **Capital Improvement Project Budget Proposal** - Resolution for Fiscal Years 2008/09 through and including 2012/13. (Lin Polk)
39. **Final Master Plan and Developer's Commitment Agreement** - For the Comfort Rooms PUD, consisting of approximately 0.35 acres, located on the northeast corner of the intersection of Elder Road and Church Street. (Stephen Ferrando) District 5 - Carey (Ian Sikonia)

40. **Final Master Plan and Developer's Commitment Agreement** - For the Greenway Pointe PUD Parcel A, Aloma Walk, consisting of approximately 14.00 acres, located on the northwest corner of the intersection of Aloma Avenue and Clayton's Crossing Way. (John Joyce) District 1 - Dallari (Austin Watkins)
41. **Code Enforcement Board Lien** – Request a reduction to the Code Enforcement Board lien for Case # 08-120-CEB on the property located at 3549 Moss Pointe Place, Lake Mary – HSBC Bank, USA, Trustee, and require the costs to be paid within 60 days or the lien will revert to its original amount (\$12,000.00). District 4 - Henley (Tina Williamson)

County Attorney Briefing

County Manager's Briefing

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

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

Public Hearings:

42. **Communications Tower** - Mediated Settlement and Development Order for the communications tower located on Parcel 202 of the Carillon PUD. (TBCOM PROPERTIES, LLC) (Mathew Minter)
43. **Ordinance** - Amending the Capital Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan) by updating the text and replacing in full the Exhibits section of the Capital Improvements Element. (Seminole County) (Dick Boyer)
44. **Ordinance** - For a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on approximately 6.0 acres, located approximately 1 mile south of the intersection of Beardall Avenue and E. SR 46, and approve the Preliminary Site Plan and Development Order. (Robert Couch) District 5 - Carey (Joy Williams)
45. **Ordinance** - Amending Part 5, Chapter 245, Section 245.81(a) of the Seminole County Code for an additional one percent (1%) Tourist Development Tax to be dedicated exclusively for improvements to County-owned parks and sports venues. (William McDermott)

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

Recognizing Pam Hastings for 30 years

PLACEHOLDER pg. 1

Resolution

Pam Hastings – pg. 2

PRESENTATION

Habitat for Humanity in Seminole County

Recognizing the Seminole County Board of County Commissioners for their assistance in obtaining a \$600,000.00 grant to help fund the Todd Village, a multi-home building project.

Presented by:

Tre Harris, Acting President and
Kathleen Green, Vice President

PRESENTATION

Metro Orlando Economic Development Commission Annual Update

Presented by:

Ray Gilley, President Metro Orlando EDC and
Tracy Turk, Senior Director Metro Orlando EDC

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Median Landscaping Improvements from Park Drive to Airport Boulevard in the City of Sanford within US 17-92

DEPARTMENT: Economic Development

DIVISION: Community Redevelopment Agency

AUTHORIZED BY: William McDermott

CONTACT: John G. Metsopoulos

EXT: 7133

MOTION/RECOMMENDATION:

Authorize the Chairman to execute the US 17-92 CRA Redevelopment Interlocal Grant Agreement between the CRA and the City of Sanford for the Median Beautification Project; and authorize the Chairman to execute a resolution implementing Budget Amendment Request (BAR) 09-09 through the Community Redevelopment Fund in the amount of \$389,950.00.

County-wide

John G. Metsopoulos

BACKGROUND:

On September 25, 2008, the US 17-92 Redevelopment Planning Agency (RPA) unanimously approved (see attached minutes) the proposed Median Beautification Project for the amount of \$389,950 and recommended it for review and approval by the US 17-92 Community Redevelopment Agency (CRA). The funds shall be reimbursed to the City of Sanford in three equal installments as detailed in the Interlocal Agreement.

The project includes enhancements to seven separate medians along US 17-92 from Park Drive to Airport Boulevard in the City of Sanford. The medians will consist of drought tolerant plantings including Bahia grass, Mulhy grass and Perennial Peanut; also brick stamping hardscape, and new lighting.

The CRA, along with Leisure and Extension Services, will review the final project design, the Scope of Work and deliverables to ensure that the proposed plantings are drought tolerant and low maintenance and that the soil composition in the Project Area is appropriate for the proposed plantings. The CRA will review the project upon completion to certify that it has been completed in accordance with the approved plan.

The City of Sanford is responsible for all services as outlined in the Scope of Work Exhibit B, including hiring and coordinating all contractors for the project, securing all necessary permits, providing lighting that is FDOT compliant, energy efficient and of the same style, color and design as the lighting in Fern Park. The City is also responsible for maintaining the Project Area for a period of five years from the initial completion date. The CRA will reimburse the City of Sanford for the first two years of maintenance not to exceed \$8000 annually. The City of Sanford will be responsible for all cost overruns for the entire project.

This project is part of a larger initiative directed toward the overall enhancement of US 17-92

with the goal of creating a sense of continuity and community within the corridor.

Commissioner Dallari originally requested that the project be submitted under the Grant Criteria Program; however this program is currently under review by the Planning Division and County's Attorney Office and is not yet completed. Due to the fact that this project is time sensitive Commissioner Dallari, Chairman of the RPA, authorized that this project be placed on the November CRA agenda.

CRA Goals and Objectives Addressed by the Proposed Project:

- Enhance the visual and aesthetic qualities of the redevelopment area through streetscape, landscape, hard scape, and gateway projects.
- Establish beautification efforts to create an identifiable character for the redevelopment area which will reflect a pleasant, appealing atmosphere for working, shopping, touring and residing in the district.
- Stimulate private investment along the corridor.
- Reduce visual blight and improve the overall appearance of the corridor.
- Implement recommendations of the Glatting - Jackson Action Plan.
- Address the BCC's goal of reducing the use of water by utilizing drought tolerant plantings, eliminating the need for irrigation.

STAFF RECOMMENDATION:

Staff recommends that the US 17-92 CRA Board approve and authorize the Chairman to execute the US 17-92 CRA Redevelopment Interlocal Grant Agreement between the CRA and the City of Sanford for the Median Beautification Project; and authorize the Chairman to execute a resolution implementing Budget Amendment Request (BAR) 09-09 through the Community Redevelopment Fund in the amount of \$389,950.00.

ATTACHMENTS:

1. Minutes
2. Budget Amendment Request
3. Agreement
4. Proposed Site Plan Exhibit A
5. Exhibit B
6. Conceptual Renderings
7. Existing Site 1
8. Existing Site 2

- 9. Existing Site 3
- 10. Existing Site 4
- 11. Existing Site 5

Additionally Reviewed By:

- County Attorney Review (Ann Colby, Kathleen Furey-Tran)
- Budget Review (Lisa Spriggs, Ryan Switzer)

MINUTES OF THE US 17-92 REDEVELOPMENT PLANNING AGENCY
September 25th, 2008
Public Safety Building

PRESENT:

Commissioner Bob Dallari	Seminole County BCC
Bill McDermott	Seminole County Economic Development Director
Shani Beach	Economic Development Administrative Assistant
Alison Stettner	Planning Manager
Commissioner Jo Ann Lucarelli	City of Lake Mary
Antonia Gerli	Principal Planner, Sanford
Terry Winn	Seminole County Fire
Commissioner Randy Jones	City of Sanford
Rosangela Santiago	US 17-92 CRA
Steve Noto	Planning, Lake Mary
Commissioner Sandra Solomon	City of Casselberry
Jeanne Gold	Safe House of Seminole
Michael Towers	Oakwood Construction
Thomas & Connie Gekas	Patio Grill Sanford
John Metsopoulos	US 17-92 CRA Program Manager
Julio & Olga Batista	Batista Commerce Center

Meeting called to order by Commissioner Dallari.

Old Business:

Green Building Grants & Incentives – John Metsopoulos

Formal proposal to be presented at next meeting.

SEED Project – John Metsopoulos

The County and cities have been filed with the Florida Department of Environmental Protection. John requested permission to move forward with the planning of the ribbon cutting ceremony. A tentative location has been set for Sanford. Saturday morning selected as the most appropriate time and day for this event. Commissioner Dallari asked that the date be coordinated with all of the members of the RPA and CRA, and that the mayors and elected officials for the corresponding cities be invited to attend.

Five Points Medians – John Metsopoulos

We will have a more definitive timeline once they install the water meter.

Fern Park Lighting – John Metsopoulos

We are waiting to have the electrical tested. It is taking a little longer than anticipated.

Wayfinding – John Metsopoulos/Alison Stettner

John and Alison have a meeting scheduled with the Casselberry City Manager on October 6th. Longwood has indicated they are interested in participating. Once the draft report has been put together it will be presented to the RPA as well as to Longwood. John stressed only minor changes may possibly be made. The information will then be passed on to Glatting Jackson to determine where the signs may be placed based on utilities. The signs can then be printed and put up with final approval from DOT. John stated that the Planning Division and Alison have been phenomenal in helping with this project. Their expertise has been invaluable to the US 17-92 CRA.

Criteria Update – John Metsopoulos

Per the request of the RPA a set of criteria has been put together for the grant application process. Signage Matching Grant of up to \$5,000, Façade Grant with matching up to \$5,000 thereafter 10% of total project costs, Revitalization/Construction Grant with matching up to \$5,000 thereafter 10% of total project costs. For the Revitalization Grant it was recommended that the request for a Certificate of Occupancy be changed to a signed permit or equivalent because new Certificates of Occupancy are not issued for existing businesses. The Landscaping Grant is also matching up to \$5,000 thereafter 20% of total project costs. A draft of the Redevelopment Application was presented. Commissioner Dallari requested a note be inputted for the submission of digital photographs with the application along with the ROI of the CRA's investment. An arrangement has been made with the Property Appraiser's office to acquire the "ballpark" range of what the improvements will cost in terms of tax revenue. Draft Façade/Sign/Landscaping Application introduced. Three Addendums have been incorporated; a disclaimer accepting the Terms of Contract, Permission for Property Improvements and a Cost Analysis table. A list of qualified improvements for the grants was introduced for review. Commissioner Dallari requested the addition of utilities improvements to the existing utilities relocation. Other changes included the addition of stormwater and drainage improvements, parking improvements and the addition of Special Site Specific Needs. Commissioner Solomon made the motion to approve the Criteria with the requested changes. The motion was seconded and passed unanimously. Commissioner Dallari later asked to include in the application and contract an agreement allowing for easements to be used for bus shelters if requested by Lynx.

East Central Florida Regional Planning Council – Tom Tomerlin

Phil Laurien will be presenting at the next meeting.

New Business:

Approval of Minutes – Motion made by Commissioner Sandy Solomon to approve minutes as presented, motion seconded and passed.

LYNX Shelter Presentation – Jeff Reine

PowerPoint Presentation depicted the ridership along the corridor. US 17-92 was referred to as a Transit Emphasis Corridor. Links 102 & 103 are dedicated links for the US 17-92 corridor, all other are feeder lines. LYNX has been awarded a grant to increase the headways of Link 103 from 30 minutes to every 15 minutes. A start date is forthcoming. Nineteen new shelters are being proposed by Lynx for the corridor. Commuter Rail has contacted Lynx and would like to incorporate a design that correlates better with the shelters they will be using. Limitations to installations include TLA's, road construction, and Right-of-Way issues. The shelters will have benches composed of seats separated by bars to discourage sleeping on them. In lieu of the costs of the shelters and their installation Lynx asks that the maintenance be provided by the municipalities. Offering advertising at the stops could help offset the cost of maintenance. Jeff recommended having businesses sponsor a sign at each stop that states the bus route and times. Commissioner Jones expressed an interest in having more bus shelters along US 17-92 in Sanford.

Action Items:

Patio Grill – John Metsopoulos, Tom Gekas

The demolition delay order was presented to the RPA. A timeline of the property was supplied by Antonia. A list of cost overruns was presented along with a narrative by Tom Gekas. The improvements to the property were submitted to the Property Appraiser to get a relative number as to the increase in the taxable base. The previously approved criteria will be applied to the project with a request for up to 10% of the total cost. Commissioner Dallari requested the Grant Application be filled out prior to the submission to the CRA including the calculated ROI. Commissioner Lucarelli made the motion to approve; it was seconded by Commissioner Jones. Commissioner Dallari asked Mr. & Mrs. Gekas if they would consider agreeing to the terms of allowing easement for a bus shelter if Lynx requested it for a shelter and they agreed. Motion was voted on and passed unanimously in the amount of \$233,188.00. Commissioner Dallari recommended that the Gekas meet with the County Commissioners one-on-one to seek their approval prior to the CRA hearing.

Sanford Median Beautification Project

Before pictures and after enhanced photos were shown. The question was raised if the transponders could be better blended into the landscaping. Alison suggested painting them black and planting around them to help blend them in. The fencing upgrade costs for the areas surrounding the ponds have not been received from FDOT, connection has been established. The cost for the medians includes a two year maintenance agreement. Commissioner Dallari requested that the maintenance agreement specify that the City of Sanford will be responsible following the two year term. The motion was made to approve the project in the amount of \$389,950.00 with the changes that were stated. The motion was voted on and passed unanimously.

Batista Office Park:

The Batista's are requesting \$206,127. The project is considered a "special needs area". Commissioner Jones referred to the area as horrible. Pictures were presented to demonstrate the current and proposed use of the property. The area is severely blighted but is starting to turn around with the coming of the Patio Grill, Southern Technical College, the Batista Commerce Center and the redevelopment of the medians along that stretch of the corridor. The Batistas plan to charge \$17.50/ft²; Bill stated the class "A" rate is currently \$22/ft² and considers this is a great rate to spur business in the area. Motion was made by Commissioner Jones to approve the project. Items to include in the presentation to the CRA are the ROI, information regarding the assemblage of properties and the terms to allow for easement if Lynx requested it for a bus shelter. Commissioner Dallari also recommended that they meet with the County Commissioners one-on-one to seek their approval prior to the CRA hearing. Item was approved unanimously.

2008 US 17-92 Budget For Information Only

Breakdown of contingency funds presented. The CRA wants a line item for the running total of monies allocated for land acquisitions and the criteria for the type land wanted.

Discussion items:

Florida Redevelopment Association Conference

Shani Beach agreed to coordinate the arrangements for anyone attending.

Firehouse Stations 22 & 35

The Fire Chief has asked to have the item brought up. They have two facilities along US 17-92; Station 35 at Fivepoints and Station 22 in Fern Park. They are considering submitting both properties for landscaping and hardscaping improvements and use it as a model project for the corridor. Commissioner Dallari stated as long as they fill out the forms and expect to be treated as everyone else there is no problem.

Upcoming Holidays

Commissioner Dallari would like to postpone the December meeting if the agenda is light and reconvene in January. The decision was left pending the following meeting.

Meeting was adjourned.

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
<u>Ryan Switzer</u> Analyst	<u>10/31/08</u> Date
_____ Budget Manager	_____ Date
_____ Director	_____ Date
09-09 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Planning and Development**
Fund(s): US 17-92 Redevelopment Fund

PURPOSE: To appropriate funds in the amount of \$389,950 to be expended as outlined in the Interlocal Grant Agreement between the US 17-92 CRA and the City of Sanford for the Median Beautification Project along US 17-92 from Park Drive to Airport Blvd within the City of Sanford.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
13300.999987.599998	_____	Reserves for Contingency	389,950
_____	_____	_____	_____
_____	_____	_____	_____
Total Sources			\$ 389,950

Uses:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
13300.011102.580811	90000015 W (new)	Aids to Government Agencies	389,950
_____	_____	_____	_____
_____	_____	_____	_____
Total Uses			\$ 389,950

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: _____

**INTERLOCAL AGREEMENT
BETWEEN THE U.S. 17-92 CRA AND THE CITY OF SANFORD
RELATING TO MEDIAN LANDSCAPING AND MAINTENANCE**

THIS INTERLOCAL AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between the **U.S. 17-92 COMMUNITY REDEVELOPMENT AGENCY**, a Public Agency created by Resolution No. 97-R-130, pursuant to Chapter 165, Florida Statutes, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereafter referred to as the "CRA") and the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771 (hereafter referred to as "CITY").

W I T N E S S E T H:

WHEREAS, U.S. 17-92 is a road which is partially located in the CITY limits and within the U.S. 17-92 Community Redevelopment Area and is of significant interest and concern to the citizens of the CITY and Seminole County; and

WHEREAS, the planned and uniform development of this road as a well landscaped, scenic roadway will contribute to the general health, safety and welfare of the residents of the CITY and Seminole County; and

WHEREAS, the CITY and the CRA have worked together in a cooperative manner relating to this road and desire to continue to mutually cooperate with each other in order to enhance the quality of life of the citizens of the CITY and Seminole County.

NOW THEREFORE, in consideration of the promises, covenants and commitments contained herein and other good and valuable

consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT. The purpose of this Agreement is to provide for landscaping and maintenance of the landscaping on that portion of U.S. 17-92 lying between Airport Boulevard and Park Drive (hereinafter referred to as the "PROJECT AREA"). Attached as Exhibit "A" is a map of the PROJECT AREA.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be six (6) years. Should the CITY terminate this Agreement prior to completion of the six (6) year term, then the CITY shall reimburse the CRA for the costs associated with the CRA's compliance with the terms of this Agreement (changed plans and landscaping/maintenance of the median).

SECTION 3. CITY'S OBLIGATIONS. Throughout the term of this Agreement the CITY shall:

(a) Provide all services to the PROJECT AREA as contained in the Scope of Work, attached hereto as Exhibit B, including hiring and coordinating all contractors for the Project, securing all necessary permits, providing lighting that is FDOT compliant, energy efficient and of the same style, color and design as the lighting in the Fern Park CRA Project, and maintaining the PROJECT AREA for a period of five (5) years after the initial completion date.

(b) Upon completion of the Project, be solely responsible for providing all necessary functional and aesthetic maintenance of the landscaping located within the PROJECT AREA including, but not limited

to, watering, mowing, fertilizing, litter removal, aesthetic appearance, replacement and sustainable care of plantings (replacing like with like, to the maximum extent possible), and the replacement and sustainable care of decorative pavements and concrete damaged as a result of any of the foregoing activities; and

(c) Indemnify and hold the CRA harmless from and against all liability, claims, demands, attorneys fees (both at trial and on appeal), judgments and costs relating to personal injuries, including death, and property damage arising from CITY's acts and omissions in the performance of the CITY's obligations under this Agreement.

(d) Be solely responsible for any costs incurred in the performance and service under this Agreement in excess of the reimbursement amount as stated in Section 4 below.

SECTION 4. CRA OBLIGATIONS. The CRA shall:

(a) The CRA agrees to reimburse the CITY for the cost of services as outlined in the Scope of Work. Said reimbursement shall be paid as follows:

1. Upon execution of this Agreement - ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$124,650.00)
2. Upon fifty percent (50%) completion of the Scope of Work (excluding maintenance) - a sum not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$124,650.00)
3. Upon one hundred percent (100%) completion of the Scope of Work (excluding maintenance) - a sum not to exceed ONE

HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS
(\$124,650.00)

4. Upon completion of the first year of PROJECT AREA maintenance - a sum not to exceed EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00)

5. Upon completion of the second year of PROJECT AREA maintenance - a sum not to exceed EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00)

Said amounts, except for the initial payment, shall be made only after the CRA receives and approves an invoice submitted by the CITY detailing the work performed and the costs incurred by that work. Invoices must be accompanied by documentation showing proof of all expenditures by the CITY.



(b) The CRA shall review the final project design, the Scope of Work and the deliverables prior to the start of work, to ensure that the proposed plantings are drought tolerant and low maintenance and that the soil composition in the PROJECT AREA is appropriate for the proposed plantings. The CRA shall also review the Project upon completion of the Scope of Work (excluding maintenance) to certify that it has been completed in accordance with the approved final design, Scope of Work and deliverables. The CRA shall not be obligated to make the final payment due on the Project (excluding maintenance) until the Project has been completed to the satisfaction of the CRA.

SECTION 5. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other, however, this prohibition shall not prevent either party from meeting its obligations hereunder by using independent contractors.

SECTION 6. PUBLIC RECORDS. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by the parties in conjunction with this Agreement.

SECTION 7. RECORDS AND AUDITS. The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to Chapter 119, Florida Statutes, and generally accepted accounting and auditing principles.

SECTION 8. NOTICES.

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For the CRA:

John Metsopoulos
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For the CITY:

City Manager
300 North Park
Sanford, Florida 32771

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or receipt of invoices. All notices shall be effective upon receipt.

SECTION 9. HEADINGS. All sections and description headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

SECTION 10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and may not be modified or amended except by a written instrument equal in dignity to this Agreement, and executed by the parties to be bound by the amendment to the Agreement.

SECTION 11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

CITY OF SANFORD

JAN DOUGHERTY, City Clerk

By: _____
LINDA KUHN, Mayor

Date: _____

For use and reliance of the Sanford City Commission only. Approved as to form and legality.

WILLIAM L. COLBERT
City Attorney

ATTEST:



U.S. 17-92 COMMUNITY REDEVELOPMENT AGENCY

By: _____, Chairman

Date: _____

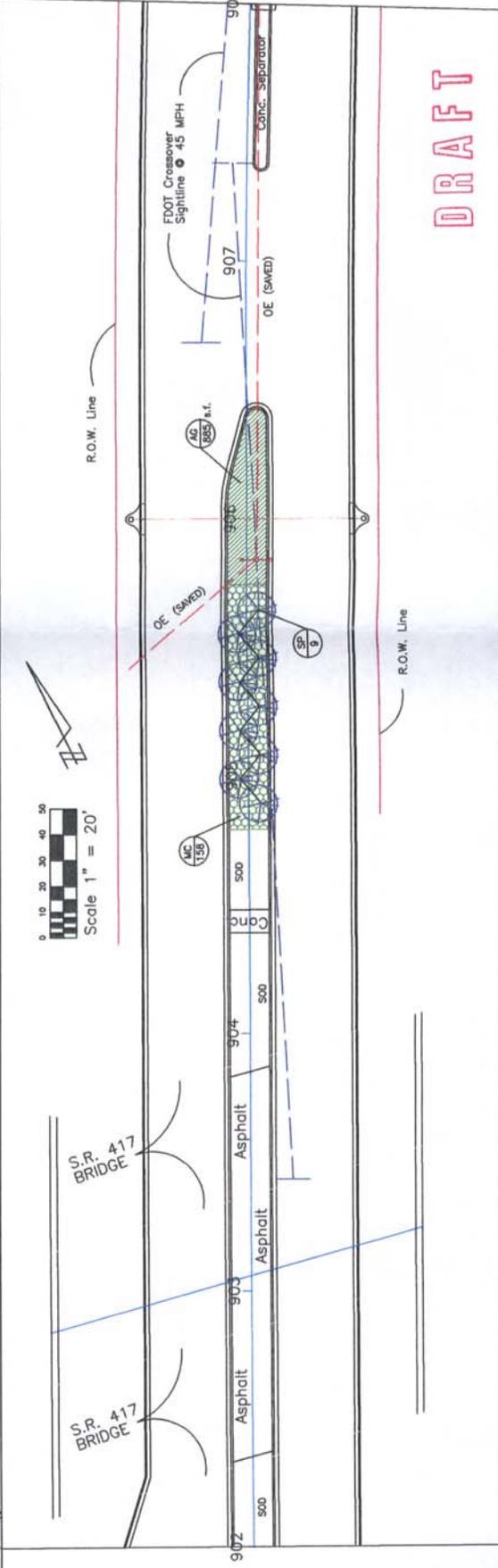
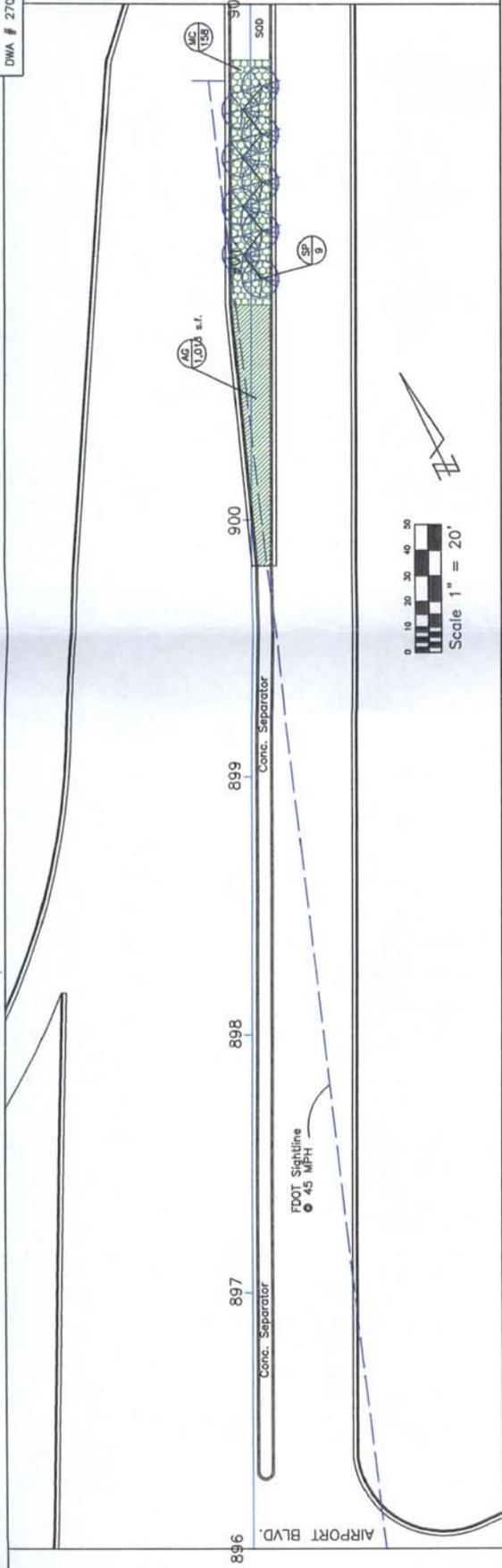
Approved as to form and legal sufficiency.

As authorized for execution by the CRA at its _____, 20__ meeting.

County Attorney

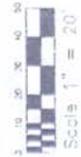
AEC/sjs
10/20/08
P:\Users\Legal Secretary CSB\Economic Development\US 17-92 CRA & Sanford Median Landscape Maintenance Agmt.docx

Attachment:
Exhibit A - Map of Project Area
Exhibit B - Scope of Work

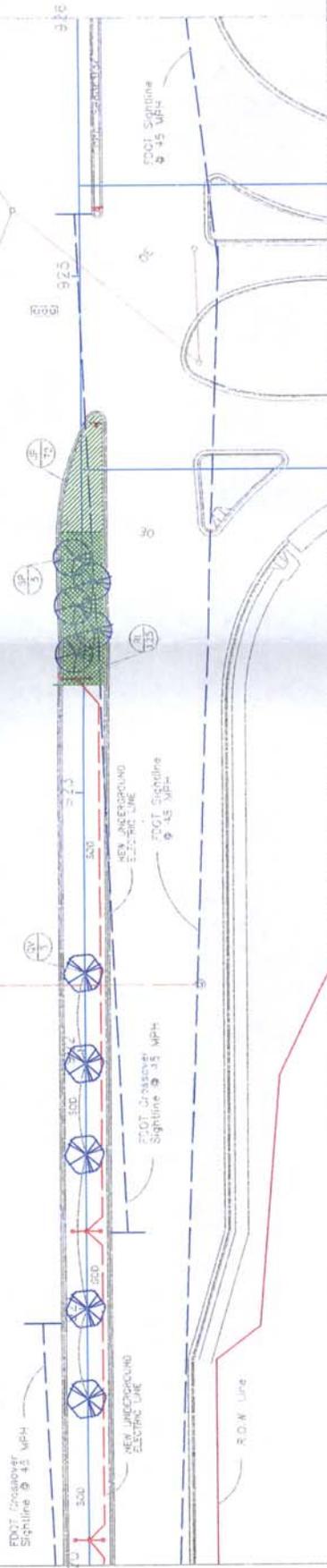


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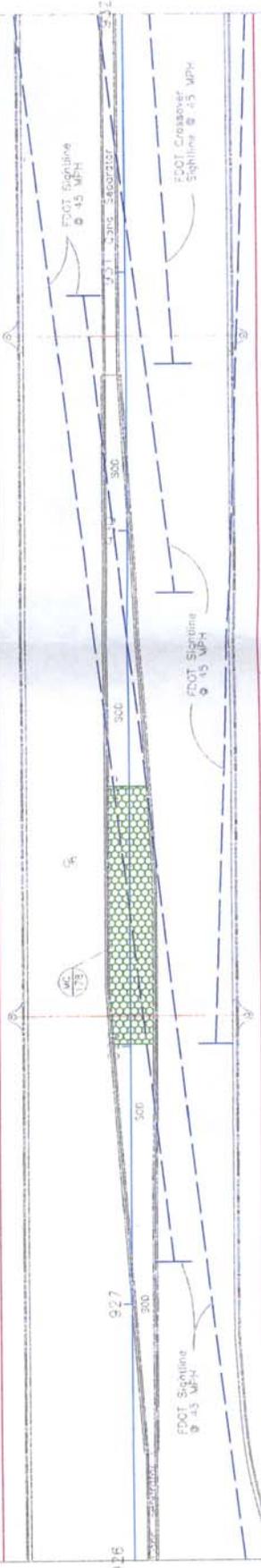
		U.S. 17 & 92 MEDIAN LANDSCAPING STA. 896+00 TO STA. 908+00	
CITY OF SANFORD MR. MARC A. HULTIN, CRRP PARKS & GROUNDS OPERATIONS DIVISION		MR. MARC A. HULTIN, CRRP PARKS & GROUNDS OPERATIONS DIVISION	
DATE	BY	CHKD	APP'D



R.O.W. Line



R.O.W. Line



DRAFT

CITY OF SANFORD
 MR. MARC A. HILLIN, CIPR
 PARKS & GROUNDS OPERATIONS DIVISION

DWA
 1100 W. UNIVERSITY AVENUE
 SUITE 200
 SANFORD, FL 32771
 (407) 882-1234

U.S. 17 & 92 MEDIAN LANDSCAPING
 STA. 920+00 TO STA. 922+50

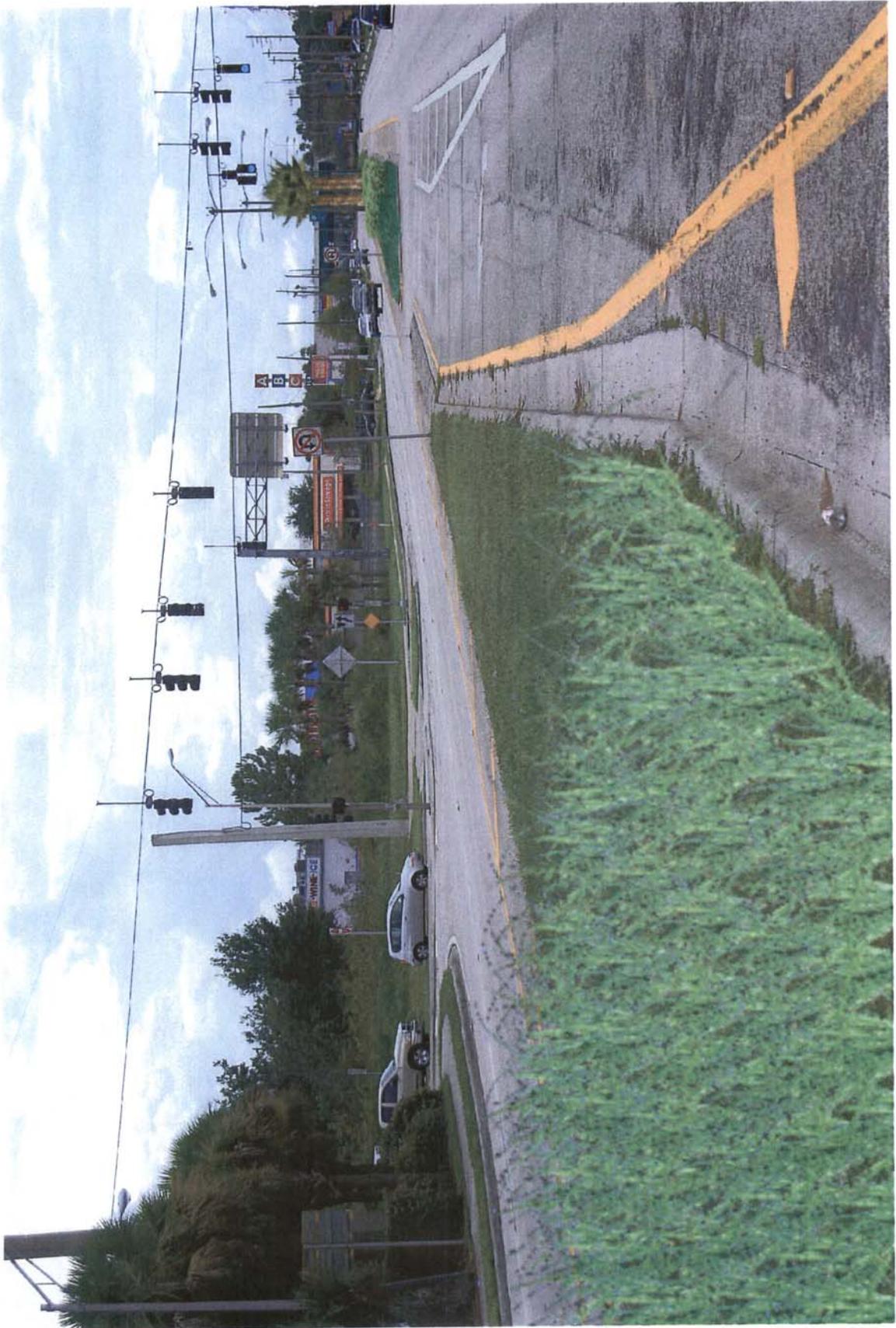
NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMIT
2	11/15/11	ISSUED FOR PERMIT
3	11/15/11	ISSUED FOR PERMIT
4	11/15/11	ISSUED FOR PERMIT
5	11/15/11	ISSUED FOR PERMIT
6	11/15/11	ISSUED FOR PERMIT
7	11/15/11	ISSUED FOR PERMIT
8	11/15/11	ISSUED FOR PERMIT
9	11/15/11	ISSUED FOR PERMIT
10	11/15/11	ISSUED FOR PERMIT

**Sanford Parks Grounds Operations Division
US17-92 Median Beautification Project
Park Drive to Airport Blvd.**

Item	Scope of Work	Cost Estimate/Expenditure	Amount
1	Project conceptual drawings, initial investigation of FDOT requirements	Expenditure	\$2,250.00
2	Design & prepare landscape construction documents	<i>Cost Estimate</i>	\$4,000.00
3	Design & prepare lighting & electrical construction documents, Coordinate design components to meet FDOT standards & approval.	<i>Cost Estimate</i>	\$27,700.00
4	Estimated costs of landscape materials and installation.	<i>Cost Estimate</i>	\$55,000.00
5	Estimated cost of median hardscape (brick stamping)	<i>Cost Estimate</i>	\$60,000.00
6	Estimated cost of median maintenance*	<i>Cost Estimate</i>	\$16,000.00
7	Estimated cost of materials & installation of electrical components associated with FDOT approved median lighting upgrade.	<i>Cost Estimate</i>	\$225,000.00
Project Estimated Total			\$389,950.00

* This is a two year total as the CRA will maintain the medians for two years, maintenance funds will be disbursed annually.











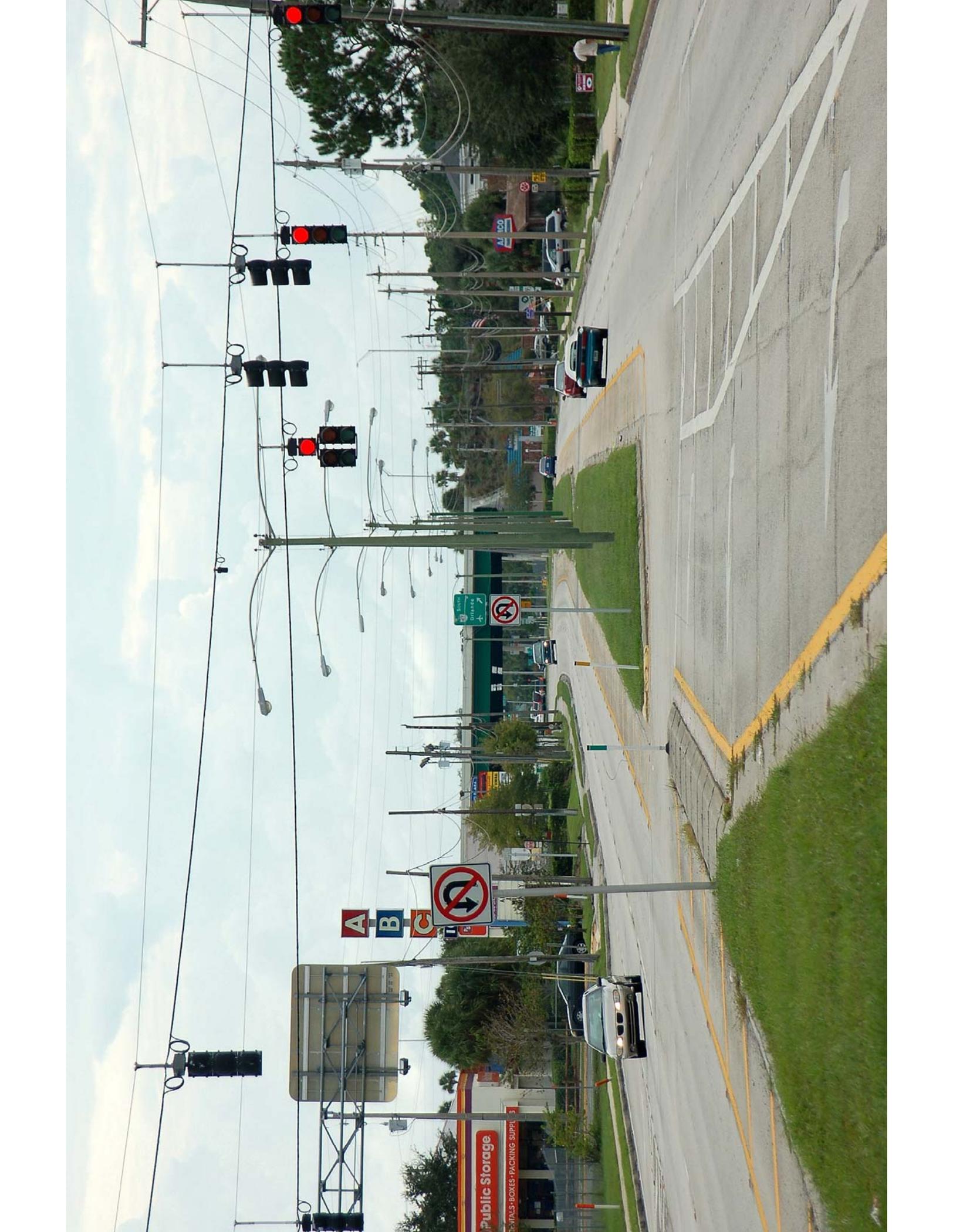


NORTH-EAST
17192

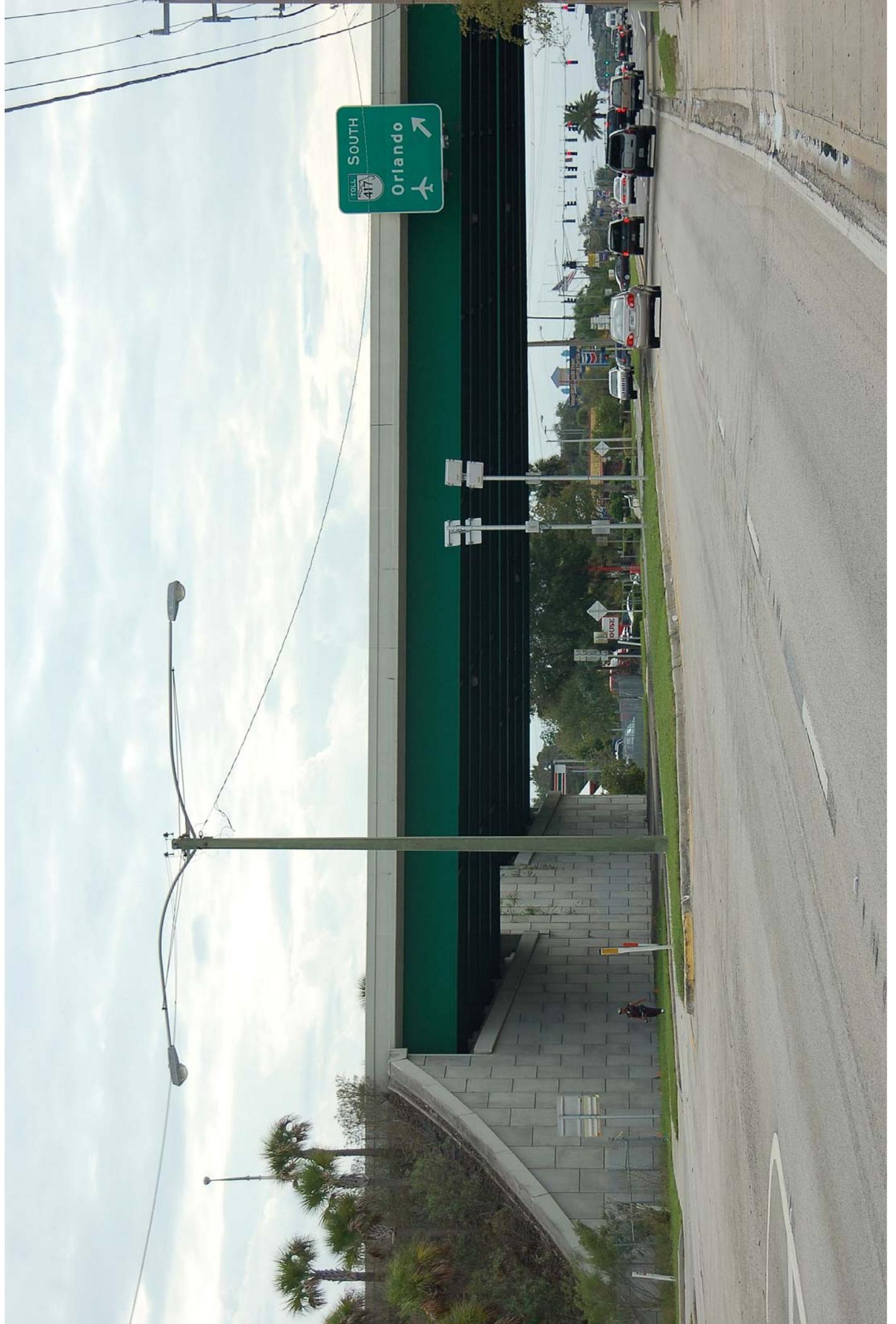
SANTITAS

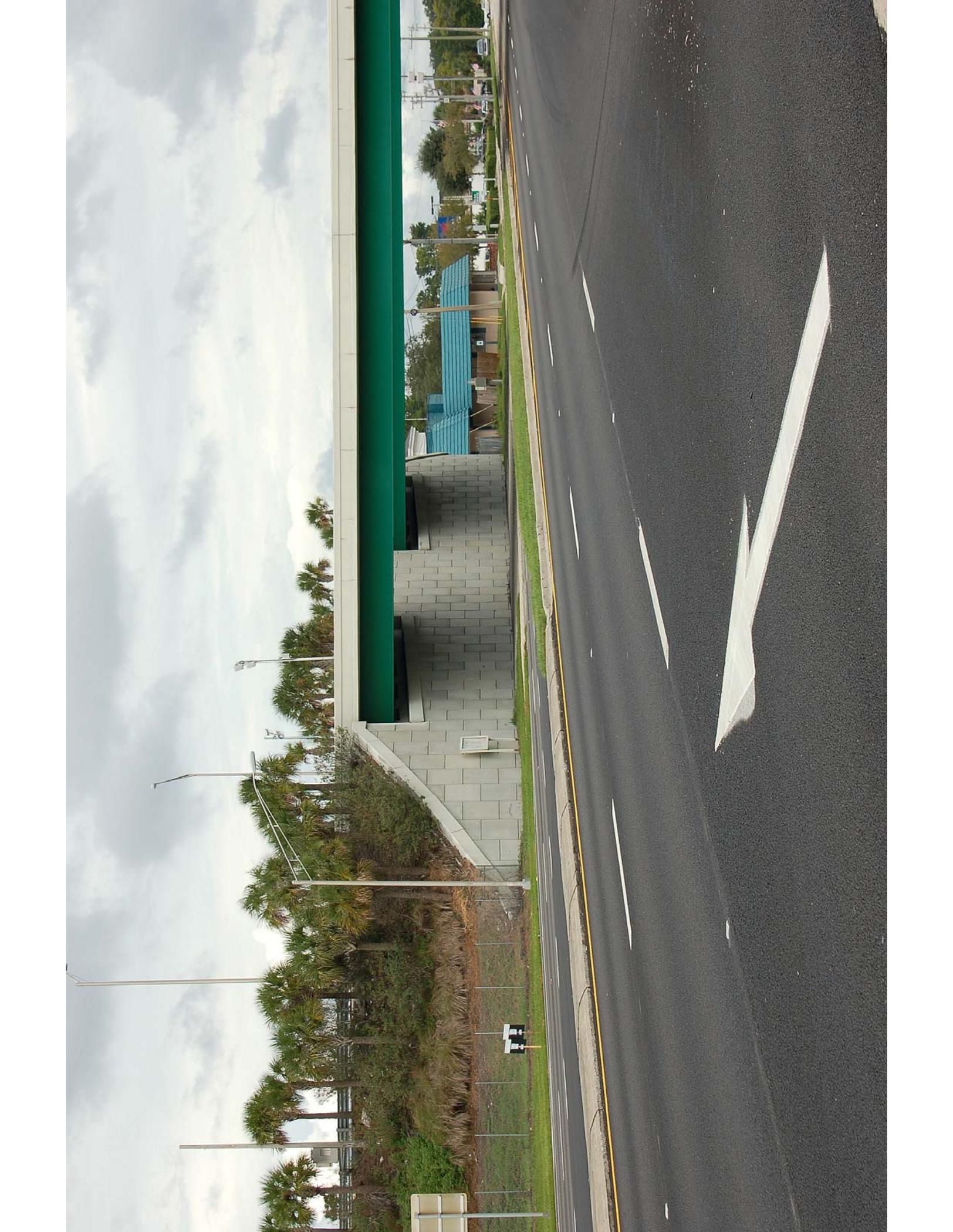






TOLL 417 SOUTH
Orlando →
✈️





**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Confirm Appointment of Community Services Director

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Sharon Peters

EXT: 7211

MOTION/RECOMMENDATION:

Confirm the appointment of Michele M. Saunders as the Community Services Director effective January 12, 2009.

County-wide

Cynthia Coto

BACKGROUND:

In accordance with Section 2.3B (1) of the Seminole County Charter, this is to request the Board of County Commissioner's confirmation of the appointment of Michele M. Saunders as the Community Services Director, at an annual salary of \$90,000.00.

Ms. Saunders resume is attached for the Board's review

STAFF RECOMMENDATION:

Staff recommends confirmation of the appointment of Michele M. Saunders as the Community Services Director effective January 12, 2009.

ATTACHMENTS:

- 1. Resume

<p>Additionally Reviewed By: No additional reviews</p>

Steele, Jasmine

10/3 @ 11:18 hrs - cell
10/3 @ 1:44 hrs - work
10/3 @ 3:44 confirmed

9/25 LM @ 1:36
9/26 LM @ 1:29

From: IS_WEB
Sent: Thursday, September 18, 2008 10:03 PM
To: HR
Subject: Application For: MICHELE M SAUNDERS - Dated: 9/18/2008 - Reqid :08/106-0

SEMINOLE COUNTY
Job Application Information
Position: **COMMUNITY-SERVICES-DIRECTOR**
Req ID: 08/106-0
Date Applied: 9/18/2008

PERSONAL INFORMATION		
Name: MICHELE M SAUNDERS		
Address: 4836 LONSDLAE CIRCLE		ORLANDO, FL 32817
Home Phone: 407-657-2193	Listed: Yes	Unlisted: No
Work Phone: 407-574-7182	Work Extension:	Alternate Phone: 407-925-2462
Valid Driver License: Yes	Class:	
EDUCATION AND TRAINING		
High School: Mt. Vernon High School	City And State: Alexandria, VA	
College: James Madison University	City And State: Harrisonburg, VA	
Major: Social Work	Degree: Bachelor of Social Work	
Graduate School: Florida State University	City And State: Tallahassee, FL	
Major: Social Work	Degree: Master of Social Work	
Other Education:	City And State:	
Major:	Degree:	
Technical/Additional Training:		
ADDITIONAL PERSONAL INFORMATION		
1. Moving Violation: Yes	2. Convicted Of Felony: No	3. Discharged From Job: No
4. Prior SC Employee: No	5. Relative SC Employee: No	6. Legal Right To Work: Yes
1. Answer- Traffic ticket in March 2008.		
VETERANS PREFERENCE		
Branch:		
Wish Veteran Preference: No	Entry Date:	Discharge Date:
Note: Please submit your DD-214 and complete the application for veterans preference (007) for veterans preference consideration.		
LICENSE AND REGISTRATION		
License Type: Clinical Social Worker		
Lic/Cert No: SW0002405	Effective Date: 09/01/1989	Expiration Date: 03/31/2009
Lic/Cert No:	Effective Date:	Expiration Date:
WORK HISTORY		
Current or Last Employer: Florida Partners in Crisis, Inc.		
Dates Employed:	From: 03/06	To: PRESENT
Job Title: Executive Director	Contact Present Employer: Yes	
Work Address: 4836 Lonsdale Circle	Orlando, FL 32817	
Phone Number: 407-574-7182	Supervisor: Mark Speiser	

Reason for Leaving: Currently with a small nonprofit that involves extensive travel and a statewide focus, would like to return to local community work		
Hours Worked Per Week: 40+	Salary Starting: \$ 80,000 per: Year	
	Salary Ending: \$ 94,600 per: Year	
Duties: Responsible for development, administrative and fiscal management and oversight of organization. Facilitate and oversee process for developing and implementing education and advocacy efforts with lawmakers and other key community leaders, facilitate and assist with the expansion of Crisis Intervention Team Training, with the development of community collaboration and with the promoting and sharing of best practices among communities. Florida Partners in Crisis work focuses on improvements to the mental health and substance abuse treatment system		
Previous Employer I: Lakeside Behavioral Healthcare		
Dates Employed:	From: 07/92	To: 03/06
Job Title: Executive Vice President		
Work Address: 1800 Mercy Drive		Orlando, FL 32817
Phone Number: 407-822-5051		Supervisor: Jerry Kassab
Reason for Leaving: Desire to run an organization and do statewide advocacy work		
Hours Worked Per Week: 40	Salary Starting: \$ 30,000 per: Year	
	Salary Ending: \$ 85,000 per: Year	
Duties: Responsible for overseeing fundraising activities to include grant writing, community education, community systems improvements, program development, liaison to the community, governmental relations. Other functions at Lakeside from 1992 ? 2004) have included clinical administration and fiscal/budget oversight for Children and Adult case management, assessment services and inpatient clinical programs, as well as community relations.		
Previous Employer II: Seminole Community Mental Health Center		
Dates Employed:	From: 10/91	To: 07/92
Job Title: Clinician		
Work Address: 237 Fernwood Blvd		Fern Park, FL 32730
Phone Number: 407-831-2411		Supervisor: Jim Berko
Reason for Leaving: Opportunity to move into a management position within a community mental health agency		
Hours Worked Per Week: 25	Salary Starting: \$ 15,000 per: Year	
	Salary Ending: \$ 15,000 per: Year	
Duties: Provided individual, group, family and marital psychotherapy		
CERTIFICATION		
I have Read And Understand The Certificate Statement: Yes		Date: 9/18/2008

SEMINOLE COUNTY
Job Application Information
 *** Special Skills/Resume ***

Michele M. Saunders, LCSW
 4836 Lonsdale Circle * Orlando, FL 32817 * 407/657-2193

PROFESSIONAL EXPERIENCE

Florida Partners in Crisis, FL March 2006 - Present

EXECUTIVE DIRECTOR: Responsible for development, administrative and fiscal management and oversight of organization. Facilitate and oversee process for developing and implementing education and advocacy efforts with lawmakers and other key community leaders, facilitate and assist with the expansion of CIT, with the development of community collaboration and with the promoting and sharing of best practices among communities. Florida Partners in Crisis work focuses on improvements to the mental health and substance abuse treatment system

Lakeside Alternatives, Orlando, FL July 1992 ? March 2006)

EXECUTIVE VICE PRESIDENT, FOUNDATION & COMMUNITY RELATIONS (Aug 2004 to present): Responsible for overseeing fundraising activities to include grant writing, community education, community systems improvements, program development, liaison to the community, governmental relations. Other functions at Lakeside from 1992 ? 2004) have included clinical administration and fiscal/budget oversight for Children and Adult case management, assessment services and inpatient clinical programs, as well as community relations.

PsyTec, Altamonte Springs, FL (Private Practice) October 1989 - June 1995

CLINICAL SOCIAL WORKER: Provided individual, group, family and marital psychotherapy. Involved in administrative functions and marketing strategies to promote the practice.

Seminole Community Mental Health Center (Part Time) October 1991 - July 1992

CLINICAL SOCIAL WORKER: Provided individual, group, family and marital psychotherapy.

Glenbeigh Hospital, Orlando, FL (Part time) May 1990 - October 1991

CLINICAL SOCIAL WORKER: Provided individual, group and family psychotherapy for inpatient Eating Disorders unit. Additional tasks included assessments, treatment planning, diagnostic summaries and discharge planning.

Florida Hospital Center for Psychiatry, Altamonte Springs, FL October 1989 - May 1990

CLINICAL SOCIAL WORKER: Provided individual, group, family and marital psychotherapy.

Orlando Regional Medical Center: Center for Life Management, Orlando, FL June 1987 - October 1989

CLINICAL SOCIAL WORKER: Provided individual, group, family and marital psychotherapy. Specialized with ADHD children, eating disorders, stress management and crisis intervention. Chairman of Quality Assurance Committee.

Orange County Government - Great Oaks Village, Orlando, FL March 1987 - Nov 1987

CHILDREN SERVICES COUNSELOR: Provided counseling and casework to adolescent females. Coordinated services with HRS and other community agencies.

Orange County Public Schools, Orlando, FL Dec 1984 - March 1987

ALTERNATIVE EDUCATION TEACHER (June 1986-March 1987): Howard Junior High School. Provided academic instruction and counseling services to at-risk youths. Assisted with community referrals.

SCHOOL SOCIAL WORKER ((December 1984-June 1985): Acted as liaison to three schools, the community and families to meet the needs of at-risk children and adolescents. Provided individual and family counseling, report writing and court appearances.

Orange County Government - Great Oaks Village, Orlando, FL Sept 1984 - Dec 1984

ICCP COUNSELOR: Provided in home crisis counseling to families at risk for having their children removed due to abuse and neglect.

Department of Health and Rehabilitative Services, Orlando, FL June 1983 - Sept 1984

DISTRICT INTAKE COUNSELOR: Provided crisis intervention, investigation of status offense cases, individual and family counseling, report writing, court appearances and case management.

Fairfax County Juvenile Court System, Fairfax, VA Nov 1979 - Nov 1982

OUTREACH COUNSELOR: Provided in home counseling and case management services to adolescents involved in the juvenile court system.

BOARD EXPERIENCE

Florida Partners in Crisis 1999 - present

Participated in the early development of Partners in Crisis for Orange County. Assisted in the development of statewide Florida Partners in Crisis. Chaired the Public Education and Awareness committee from 2001 to present. Responsibilities included coordinating the activities to carry out and communicate the legislative agenda. Helped develop educational materials for awareness about the state's needs to improve resources to the mental health and substance abuse treatment system.

Primary Care Access Network (PCAN) 2003 ? present

Represent Lakeside Alternatives as a member agency on the PCAN Board, which is a dynamic collaborative between Orange County Government, primary health care centers, community agencies, hospitals and other social services. PCAN's mission is to improve the access, quality and coordination of health care services to the underinsured and uninsured populations of Orange County. Currently Chair of the Capacity and Access committee.

Lakeside Alternatives Foundation Board 2004 ? present

Provide the staff support and oversight to this fundraising board for Lakeside Alternatives. Have assisted in conducting 4 fundraisers (raised \$60,000 in one year), have helped increase board participation and membership, have helped rewrite the bylaws to better reflect the activities of the board, on-going work with building a dynamic board.

EDUCATION CREDENTIALS

Florida State University, Tallahassee, FL ACSW - Academy of Certified Masters in Social Work (1984-1986) Social Workers

James Madison University, Harrisonburg, VA LCSW - Licensed Clinical Social Bachelor in Social Work (1975-1979) Worker

PROFESSIONAL ASSOCIATIONS/AFFILIATIONS REFERENCES

Member of the National Association of Social Workers Available upon request

Member of the Mental Health Association

Volunteer with the American Red Cross

National Alliance on Mental Illness ? Florida Chapter Board of Directors

Florida Supportive Housing Coalition ? Board of Directors

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution - Indian/Heath Springs

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Cynthia Coto

EXT: 7211

MOTION/RECOMMENDATION:

Adopt a Resolution recognizing Indian/Heath Springs as a unique natural resource deserving of permanent protection; and recognizing the village of Geneva community for working diligently to protect and preserve the Springs, both as a historic site and as a protective measure for the Geneva Freshwater Lens.

County-wide

Cynthia Coto

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board adopt a Resolution recognizing Indian/Heath Springs as a unique natural resource deserving of permanent protection; and recognizing the village of Geneva community for working diligently to protect and preserve the Springs, both as a historic site and as a protective measure for the Geneva Freshwater Lens.

ATTACHMENTS:

1. Resolution

Additionally Reviewed By: No additional reviews

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE
____ DAY OF _____, 2008.

WHEREAS, the village of Geneva, also known in the community as the island of Geneva, has as its sole drinking water source, the Geneva Freshwater Lens, recognized by the State of Florida as a unique and valuable water resource; and

WHEREAS, the 1993 Florida Legislature, in Chapter 93-273, Laws of Florida, created the Geneva Freshwater Lens Task Force whose purpose was to study and make recommendations relative to the protection and preservation of the Geneva Freshwater Lens; and

WHEREAS, on December 1, 1993, the Task Force concluded its study with 52 recommendations to the Legislature, of which numbers 50 and 51 specifically refer to Heath Springs, stating that Heath Springs is a natural hydrogeologic feature that deserves special protective measures, and that, "The acquisition of the spring would provide Seminole County with the opportunity to actively manage this water resource feature"; and

WHEREAS, as a result of  this study, the Florida Legislature enacted the Geneva Freshwater Lens Protection Act (Florida Statute 373.4597); and

WHEREAS, Indian/Heath Springs is also a historic site that dates back to the time that Indians inhabited the area and has both environmental education as well as passive recreational potential; and

WHEREAS, the citizens of Geneva, by every means available to them, wish to preserve and protect Indian/Heath Springs for posterity; and

WHEREAS, the citizens of Geneva have requested support in their endeavor from the Seminole County Board of County Commissioners.

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

1. The Board recognizes that Indian/Heath Springs is a unique natural resource deserving of permanent protection.

2. The Board recognizes that the village of Geneva has worked diligently as a community to protect and preserve Indian/Heath Springs, both as a historic site and as a vital protective measure for the Geneva Freshwater Lens.

3. The Board applauds and supports the community's efforts in their endeavors to effect a transfer of this property, by purchase or gift, in order of preference, to a government entity such as the St. Johns River Water Management District, conservation organization, or lastly to a non-profit organization within the Geneva community.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes by the Clerk of the Court of Seminole County, Florida, and this Resolution be presented to the citizens of Geneva, represented by the Geneva Citizens Association, Inc.

ADOPTED, this _____ day of _____, 2008, A.D.

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: _____

AWS/sjs

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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-3705-08/RTB - (4) Branch Library HVAC Replacements

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Award CC-3705-08/RTB - (4) Branch Library HVAC Replacements in the amount of \$548,000.00 to Jacaranda Air Construction, Inc., of Glen St. Mary, Florida, for all labor, materials, equipment, tools, transportation, services and incidentals necessary for the replacement of four (4) Branch Library HVAC systems.

County-wide

Ray Hooper

BACKGROUND:

CC-3705-08/RTB will provide for all labor, materials, equipment, tools, transportation, services and incidentals necessary for the replacement of four (4) Branch Library HVAC systems at the North Branch located at 150 N. Palmetto Avenue, Sanford, Florida; the Northwest Branch located at 580 Greenway Blvd, Lake Mary, Florida; the East Branch located at 310 Division Street, Oviedo, Florida; and the West Branch located at 245 N. Hunt Club Blvd., Casselberry, Florida.

The project was publicly advertised and the County received four (4) responses. The Review Committee consisting of Scott Werley, Construction Manager, Facilities Management; Rafael Fernandez, Project Manager, Facilities Management; and Edward Bayton, Manager, Fleet & Facilities, reviewed the responses. Consideration was given to bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Jacaranda Air Construction, Inc., in the amount of \$548,000.00. The completion time for this project is three hundred and thirty-five (335) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of three hundred and sixty-five (365) calendar days from the issuance of a Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

The project budget is \$874,000.00, and funds are available in HVAC Replacement Libraries (Account #010576.560650, CIP #00274103).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-3705-08/RTB - (4) Branch Library HVAC Replacements in the amount of \$548,000.00 to Jacaranda Air Construction, Inc., of Glen St. Mary, Florida, for all labor, materials, equipment, tools, transportation, services and incidentals necessary for the replacement of four (4) Branch Library HVAC systems.

ATTACHMENTS:

1. CC-3705-08_RTB - Award Agreement (Jacaranda Air)
2. CC-3705-08_RTB - Backup Documentation

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

**CONSTRUCTION SERVICES AGREEMENT
LIBRARIES HVAC REPLACEMENT
(CC-3705-08/RTB)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **JACARANDA AIR CONST., INC.**, duly authorized to conduct business in the State of Florida, whose address is 13114 Hello Darlin Drive, Glen St. Mary, Florida 32040, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as 4 Branch Libraries HVAC Replacement.

The Project for which the Work under the Contract Documents is a part is generally described as 4 Branch Libraries HVAC Replacement.

SECTION 2. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within three hundred thirty-five (335) calendar days after the date when the Contract Time

begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

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

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

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 3. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid

FIVE HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$548,000.00).
CONTRACTOR'S total compensation is subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

CONTRACTOR.

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

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

SECTION 4. PAYMENT PROCEDURES.



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

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

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

SECTION 5. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS

ON THE WORK.

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

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

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any

additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 6. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of

the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

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



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

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

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

conditions of the Contract Documents.

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

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

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

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

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

SECTION 7. CONTRACT DOCUMENTS.

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

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

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

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

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

(c) There are no Contract Documents other than those listed above in this Section 7. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 8. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 11 of the General Conditions. The parties also recognize the delays, expense,

and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 9. MISCELLANEOUS.

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

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

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

SECTION 10. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the

original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Administrative Services
200 West County Home Road
Sanford, Florida 32773



COPIES TO:

For CONTRACTOR:

Jacaranda Air Const., Inc.
13114 Hello Darlin Drive
Glen St. Mary, Florida 32040

SECTION 12. CONFLICT OF INTEREST.

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

112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

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

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

SECTION 13. MATERIAL BREACHES OF AGREEMENT.

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

(b) Upon a material breach of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions

giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

(Signature Page Follows)



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

ATTEST:

JACARANDA AIR CONST., INC.

, Secretary

By: _____
ASTON CAMPBELL, SR., President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

AEC:sjs
8/7/08, 10/20/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-3705-08.doc

EXHIBIT A

Scope of Work
Branch Library HVAC Replacement

Seminole County seeks the services of a qualified and State of Florida licensed Mechanical Contractor, or a State of Florida licensed Class A Air Conditioning Contractor to replace the existing HVAC systems at the four County Branch Libraries.

The Branch Library locations are as follows:

East Branch Library, 310 Division St., Oviedo, FL
North Branch Library, 150 N. Palmetto Ave., Sanford, FL
Northwest Branch Library, 580 Greenwood Blvd., Lake Mary, FL
West Branch Library, 245 Hunt Club Blvd., Longwood, FL

The four Branch Libraries are of very similar design, floor area is approximately 12,000 Sq-Ft. The four Branch Libraries have DX split systems (3 each; 27 Ton, 9 Ton, and 4-1/2 Ton).

Seminole County will provide signed and sealed engineered drawings and specifications, prepared by the project's Engineer of Record; Matern Professional Engineering, PA. Seminole County has applied for the corresponding building permits. The authority having jurisdiction for issuing the building permits and inspections is the Seminole County Building Department.

Seminole County will pay the corresponding building permit fees.

Four separate building permits will be issued.

The project will be handled in four phases, each phase starting after the previous phase has been completed.

In addition to the above referenced drawings and specifications, the contractor shall be responsible for the following items:

1. Building operations shall not be disrupted during the performance of this project. No zone shall be without air conditioning during the replacement of the zone's corresponding air conditioning system. Other than pre-arranged deliveries, all work shall occur during library non-business hours. The library business hours are as follows:

Monday through Thursday	9:00 AM to 8:00 PM
Friday	Closed
Saturday	9:00 AM to 5:00 PM
Sunday	1:00 PM to 5:00 PM

2. Any related damage or alteration to the building shall be restored, to original condition at Contractor's expense.

3. Reclaim the refrigerant from each system that will be removed, as per current EPA regulations. A copy of the reclaimed refrigerant report shall be submitted to the County. The reclaimed refrigerant will belong to the contractor.

4. Remove the existing equipment from the building, utilizing contractor provided equipment. Removed equipment will belong to the contractor.

5. Contractor shall procure the services of a State of Florida licensed Fire Alarm contractor to do all the fire alarm interconnections. These services, including parts shall be paid by the contractor.

6. This is a turn key project; each system must be completely functional, immediately after being replaced.

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT:
COUNTY CONTRACT NO. CC-3705-08/RTB – (4) Branch Library HVAC Replacements

Name of Bidder: Jacaranda air Const Inc.

Mailing Address: _____

Street Address: 13114 Hello Darlin Drive

City/State/Zip: Glen St Mary, FL 32040 jacarandaair@netcom.net

Phone Number: (904) 275-5233

FAX Number: (904) 275-5234

Contractor License Number: CGC1514032

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 7, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

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

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

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$548,000.00
(NUMBERS)

Five Hundred Forty Eight Thousand Dollars
(IN WORDS)

Seminole County would like to identify the cost per branch for this project. Therefore, along with the Total Amount of Bid submitted above, we require the itemized costs for each Branch Library.

- Site 1 North Branch (150 N. Palmetto Ave, Sanford) \$ 137,000.00
- Site 2 Northwest Branch (580 Greenway Blvd, Lake Mary) \$ 137,000.00
- Site 3 East Branch (310 Division Street, Oviedo) \$ 137,000.00
- Site 4 West Branch (245 N. Hunt Club Blvd.) \$ 137,000.00

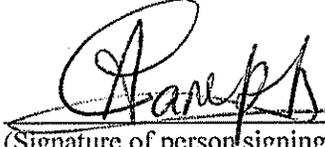
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms (Including W-9)
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug-free Workplace Form
- Section 00340 - Americans with Disabilities Act Form
- Section 00350 - Public Entity Crimes Form
- Section 00900 - Copies provided of State of Florida Mechanical Contractor license or State of Florida Class A Air Conditioning Contractor license.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 9th day of September, 2008.

Jacaranda Air Const. Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Aston Campbell
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS 5% Bidder's Bond
(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

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

BID NUMBER: CC-3705-08/RTB
PROJECT TITLE: (4) Branch Library HVAC Replacements
OPENING DATE: September 24, 2008 2:00 P.M.

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

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
Total Amount of Bid	Air Ideal, Inc. 324 Grey Owl Run Chuluota, FL 32766 Mitch Amkraut, President 407-466-0400-Phone 407-366-7560-Fax \$680,347.00	Air Mechanical & Service Corp. 325 Anchor Road Casselberry, FL 32707 Bill Stewart, Vice President 407-699-0454 – Phone 407-699-0690 - Fax \$639,000.00	Jacaranda Air Const., Inc. 13114 Hello Darlin Drive Glen St. Mary, FL 32040 Aston Campbell 904-245-5233-Phone 904-275-5234-Fax \$548,000.00	Johnson Controls, Inc. 41 Skyline Drive Lake Mary, FL 32746 William E. Luck 407-548-3634-Phone 407-548-3644-Fax \$816,000.00
Acknowledgement of addenda 1-7	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Nonsegregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes

Opened and Tabulated by Robert Bradley (Posted by Robert Bradley on September 25, 2008 at 2:00 PM Eastern))

Recommendation of Award: Jacaranda Air Const. Inc. (Updated by Robert Bradley October 24, 2008)

BCC Agenda Date: November 18, 2008 (Updated by Robert Bradley October 24, 2008)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-3709-08/JVP - SR 434 (Montgomery Rd to I-4)

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Award CC-3709-08/JVP - Construction Contract for SR 434 (Montgomery Road to I-4) in the amount of \$8,898,078.56 to John Carlo, Inc., of Orlando, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to widen SR 434 to six (6) lanes from Montgomery Road to I-4.

County-wide

Ray Hooper

BACKGROUND:

CC-3709-08/JVP – Construction Contract for SR 434 (Montgomery Road to I-4) will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to widen SR 434 to six (6) lanes from Montgomery Road to I-4, an area which is approximately 1.1 miles in length as described in the detailed specifications.

The project was publicly advertised and the County received five (5) bids. The Review Committee consisting of Brett Blackadar, Principal Engineer; William Glennon, Principal Engineer; and Steven Douglas, Principal Engineer; all of Public Works Department, Engineering Division, reviewed the responses. Consideration was given to the A+B bid price computation, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, John Carlo Inc of Orlando, Florida, in the amount of \$8,898,078.56. The completion time for this project is four hundred (400) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of four hundred and thirty (430) calendar days from issuance of a Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

The total project budget is \$15,110,320.00, and construction funds are available in the 2001 Infrastructural Sales Tax Fund (Account #011541.077541.560670, CIP #00205302; \$5,470,000); and FDOT Grants Fund (Account #011916.077516.560670, CIP #00205302; \$6,150,000).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-3709-08/JVP - Construction Contract for SR 434 (Montgomery Road to I-4) in the amount of \$8,898,078.56 to John Carlo, Inc., of Orlando, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to widen SR 434 to six (6) lanes from Montgomery Road to I-4.

ATTACHMENTS:

1. CC-3709-08_JVP-Award Agreement (John Carlo)
2. CC-3709-08_JVP - Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT
S.R. 434 (MONTGOMERY ROAD TO I-4
(CC-3709-08/JVP)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **JOHN CARLO, INC.**, duly authorized to conduct business in the State of Florida, whose address is 9671 Tradeport Drive, Orlando, Florida 32827, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, including the Scope of Services and the solicitation package and all addenda thereto. The Work is generally described as construction of S.R. 434 (Montgomery Road to I-4).

The Project for which the Work under the Contract Documents is a part is generally described as construction of S.R. 434 (Montgomery Road to I-4).

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Mehta Engineering, whose address is One Purlieu Place, Suite 100, Winter Park, Florida 32792.

(b) "CEI" is the Seminole County Engineer.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within four hundred (400) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

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



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

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in

the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is EIGHT MILLION EIGHT HUNDRED NINETY-EIGHT THOUSAND SEVENTY-EIGHT AND 56/100 DOLLARS (\$8,898,078.56) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. CONTRACT DOCUMENTS.

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

- (1) This Agreement;
- (2) Scope of Services and Bid Forms, attached hereto as Exhibit A;
- (3) Trench Safety Act, attached hereto as Exhibit B; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit C;

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

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

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

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

SECTION 9. LIQUIDATED DAMAGES.

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

resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$9,500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.



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

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

SECTION 10. MISCELLANEOUS.

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

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

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

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

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

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

For COUNTY:

Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

For CONTRACTOR:

John Carlo, Inc.
9671 Tradeport Drive
Orlando, FL 32827

SECTION 13. CONFLICT OF INTEREST.

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

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

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

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

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

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

ATTEST: JOHN CARLO, INC.

, Secretary

By: _____
Curtis A. Johnson
Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

For the use and reliance
of Seminole County only.

Date: _____

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

Approved as to form and
legal sufficiency.

County Attorney

AEC/lpk/sjs
8/6/08, 10/20/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-3709.doc

- Attachments:
- Exhibit A - Scope of Services and Bid Forms
 - Exhibit B - Trench Safety Act
 - Exhibit C - American with Disabilities Act Affidavit

EXHIBIT A

SR 434 – Montgomery Rd to I-4

Scope of Work: The Contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary for the widening of SR 434 from Montgomery to I-4 which is approximately 1.1 miles in length. The project includes widening of the roadway from 4 to 6 lanes, milling and resurfacing of existing pavement throughout the corridor and the widening the existing bridge over the Little Wekiva River. The project will also include the relocation of water and reclaimed water lines for the City of Altamonte. This project will utilize the A+B bidding procedures with a maximum contract time of 600 days.

Since a portion of the existing Altamonte utility lines were in easements that were acquired by FDOT as part of this project, the bid tabulation sheets for the utility portion of this project have been broken into both reimbursable and non-reimbursable sub-totals.

The contractor will not be required to perform Contractor Quality Control (CQC) except for Superpave Asphalt Concrete. The County's CEI for this project will be responsible for all other on-site testing.

The contractor must be FDOT Pre-qualified in Grading, Drainage, Flexible Paving and Intermediate Bridges to bid this project.

COPY

BID FORM
(A+B BID)

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: SR 434- Montgomery Rd to I-4

COUNTY CONTRACT NO.: CC-3709-08/JVP

Name of Bidder: John Carlo Inc.

Mailing Address: 9671 Tradeport Drive Orlando FL 32827

Street Address: 9671 Tradeport Drive

City/State/Zip: Orlando FL 32827 Email: Cjohn@johncarlo.com phone@johncarlo.com

Phone Number: (407) 816-3503 FAX Number: (407) 816-3505

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, expendable equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 4, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

Bidder acknowledges that they have read and fully understands all Sections of the Instructions To Bidders (Please initial the box for your acknowledgement of understanding):

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

BID FORM
(A+B BID)

PROJECT: SR 434- Montgomery Rd to I-4

COUNTY CONTRACT NO.: CC-3709-08/JVP

TO: Board of County Commissioners
Seminole County, Florida

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

- (a) The COUNTY specifies the maximum Contract Time for Substantial Completion as 600 Days. The contract time on the bid form, as submitted by the bidder (must be equal to or less than the County specified maximum days), shall be the amount of time the bidder has proposed for substantial completion only. The County will provide a set term of 30 days for Final Completion.
- (b) The COUNTY specifies the UC as \$9,500.00 per Day.
- (c) A+B computation = A + (B x UC)

Where:

A = Bidder's Total Bid \$ 8,898,078.56 *JF*
~~8,898,081.06~~

B = Bidder's Contract Time 400 Days.

The Total Amount of Bid stated below must be the same as "A" Bidder's Total Bid as set forth in the Bidder's A+B Bid formula. This amount shall be the Contract Price if a contract is awarded.

TOTAL AMOUNT OF BID: 8,898,078.56 *JF*
(Must equal "A" in the Bidder's A+B formula) Numbers

Eight million, eight hundred ninety-eight thousand, ~~eighty-one~~ ^{Seventy Eight} dollars and ~~Fifty~~ ^{Six} cents. *JF*

(IN WORDS)

The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00, specific consideration for indemnification.

The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services

CONTRACT TIME: 400 cd
 (Must equal "B" in the Bidder's A+B formula) Number of Days

Four hundred calendar days

(IN WORDS)

The agreement substantial completion time will be the same as "B" Bidder's substantial completion time as set forth in the Bidder's A+B Bid formula.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, materials and equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

A+B COMPUTATION: \$ 12,698,081.06 ^{078.56} pp
 Numbers

Twelve million, six hundred ninety-eight thousand, ^{Seventy eight} ~~eighty-one~~ dollars
and ^{fifty} six cents pp

(IN WORDS)

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

The Bidder acknowledges the receipt, execution, and return of the following forms:

BID SUBMITTAL CHECKLIST

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section	Form	Included <input checked="" type="checkbox"/>
00100	Bid (addendum acknowledged)	✓
	Bid Security (acceptable type)	✓
00110	Trench Safety Act	✓
00120	Bidder Information (inc. W-9)	✓
00200	Non-Collusion Affidavit of Bidder	✓
00300	Certification of Non-segregated Facilities	✓
00310	Americans with Disabilities Act	✓
00320	Drug-Free Workplace	✓
00330	Public Entity Crimes	✓
00340	Compliance with Public Records	✓
	Copies of required Licenses	✓
	Proof of FDOT qualifications	✓

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 1 day of October, 2008.

John Carlo Inc.
(Name of BIDDER)

[Signature]
(Signature of person signing this BID FORM)

Curtis A. Johnson
(Printed name of person signing this BID FORM)

Vice President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidder's Bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	AMOUNTS
1	LS	1	MOBILIZATION, BONDS, AND PERMITS <u>Fifteen thousand</u> No	DOLLARS CENTS \$15,000.00	\$15,000.00
2	LS	1	MAINTENANCE OF TRAFFIC AND PEDESTRIAN SAFETY <u>Seven thousand five hundred</u> No	DOLLARS CENTS \$7,500.00	\$7,500.00
3	CY	1	MISCELLANEOUS CONCRETE <u>Eight hundred</u> No	DOLLARS CENTS \$800.00	\$800.00
4	LF	1513	PIPE (REMOVAL) (18" OR LESS) <u>Thirteen</u> No	DOLLARS CENTS \$13.00	\$19,669.00
5	LF	303	PIPE ADJUSTMENT (LOWER IN PLACE) (18" OR LESS) <u>One hundred thirty</u> No	DOLLARS CENTS \$130.00	\$39,390.00
6	EA	3	VALVE ASSEMBLY GATE (F&D) (CI) (6") <u>Nine hundred</u> No	DOLLARS CENTS \$900.00	\$2,700.00
7	EA	9	VALVE ASSEMBLY GATE (F&D) (CI) (8") <u>One thousand five hundred</u> No	DOLLARS CENTS \$1,500.00	\$13,500.00
8	EA	3	VALVE ASSEMBLY GATE (F&D) (CI) (10") <u>One thousand nine hundred fifty</u> No	DOLLARS CENTS \$1,950.00	\$5,850.00
9	EA	6	VALVE BOX (ADJ & MOD) CONTRACTORS OPTION <u>Three hundred twenty-five</u> No	DOLLARS CENTS \$325.00	\$1,950.00
10	LF	1033	PIPE (PVC) (F&D) (C-900) (PUSH-ON) (8") <u>Twenty-seven</u> Fifty	DOLLARS CENTS \$27.50	\$28,467.50
11	LF	299	PIPE (PVC) (F&D) (C-900) (PUSH-ON) (10") <u>Twenty-eight</u> No	DOLLARS CENTS \$28.00	\$8,372.00
12	LF	50	PIPE (PVC) (F&D) (C-900) (MANUFACT RESTRAINED JOINT) (6") <u>Fifty-five</u> No	DOLLARS CENTS \$55.00	\$2,750.00
13	LF	2006	PIPE (PVC) (F&D) (C-900) (MANUFACT RESTRAINED JOINT) (8") <u>Thirty-one</u> No	DOLLARS CENTS \$31.00	\$62,186.00
14	LF	1047	PIPE (PVC) (F&D) (C-900) (MANUFACT RESTRAINED JOINT) (10") <u>Thirty-five</u> No	DOLLARS CENTS \$35.00	\$36,645.00
15	LF	522	DIRECTIONAL DRILL (HDPE) (F&D) (10") <u>One hundred fifty-two</u> No	DOLLARS CENTS \$152.00	\$79,344.00
16	EA	2	HDPE MJ ADAPTER KIT (10") <u>Seven hundred fifty</u> No	DOLLARS CENTS \$750.00	\$1,500.00
17	TN	2.69	FITTINGS WATER (F&I) (DI-CEMENT LINED) <u>Nine thousand six hundred</u> No	DOLLARS CENTS \$9,600.00	\$25,824.00
18	EA	3	LINESTOP (F&I) (10") <u>Six thousand five hundred</u> No	DOLLARS CENTS \$6,500.00	\$19,500.00
19	EA		WATER VALVE & TAPPING TBE (F&I) (2 PIECES) (10"x6") DOLLARS CENTS		
20	EA	5	WATER VALVE & TAPPING TBE (F&I) (2 PIECES) (10"x10") <u>Five thousand five hundred</u> No	DOLLARS CENTS \$5,500.00	\$27,500.00
21	EA		BACKFLOW PREVENTOR (RELOCATE) (1"-2") DOLLARS CENTS		
22	EA	2	BACKFLOW PREVENTOR (RELOCATE) (4") <u>Four hundred twenty-five</u> No	DOLLARS CENTS \$425.00	\$850.00

ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	AMOUNTS
23	EA	2	BACKFLOW PREVENTOR (RELOCATE) (6") <u>Four hundred</u> No	DOLLARS CENTS	\$400.00 \$800.00
24	EA	2	BACKFLOW PREVENTOR (RELOCATE) (8") <u>Five hundred thirty</u> No	DOLLARS CENTS	\$530.00 \$1,060.00
25	EA		AIR RELEASE VALVE (F&I) (2") DOLLARS CENTS		
26	EA	4	FIRE HYDRANT (TRAFFIC) (F&I) (6") <u>Five thousand two hundred</u> No	DOLLARS CENTS	\$5,200.00 \$20,800.00
27	EA	2	FIRE HYDRANT (REMOVE) <u>One hundred seventy-five</u> No	DOLLARS CENTS	\$175.00 \$350.00
28	EA		METER BOX (INSTALL) DOLLARS CENTS		
29	EA	7	JOINT RESTRAINTS MECHANICAL (F&I) (6") <u>One hundred twenty</u> No	DOLLARS CENTS	\$120.00 \$840.00
30	EA	9	JOINT RESTRAINTS MECHANICAL (F&I) (8") <u>One hundred forty-five</u> No	DOLLARS CENTS	\$145.00 \$1,305.00
31	EA	31	JOINT RESTRAINTS MECHANICAL (F&I) (10") <u>Two hundred</u> No	DOLLARS CENTS	\$200.00 \$6,200.00
32	EA	4	JOINT RESTRAINTS MECHANICAL (F&I) (12") <u>Two hundred eighty</u> No	DOLLARS CENTS	\$280.00 \$1,120.00
33	EA	3	SERVICE WATER/RECLAIMED (PE) (F&I) (1") <u>Six hundred seventy</u> No	DOLLARS CENTS	\$670.00 \$2,010.00
34	EA	3	SERVICE WATER/RECLAIMED (PE) (F&I) (1-1/2") <u>Eight hundred seventy</u> No	DOLLARS CENTS	\$870.00 \$2,610.00
35	EA	2	SERVICE WATER/RECLAIMED (PE) (F&I) (2") <u>One thousand two hundred</u> No	DOLLARS CENTS	\$1,200.00 \$2,400.00
36	LF	60	PLUG AND PLACE OUT OF SERVICE <u>One hundred fifty dollars</u> No	DOLLARS CENTS	\$150.00 \$9,000.00
37	LF	47	TREE PROTECTION <u>Fifteen</u> No	DOLLARS CENTS	\$15.00 \$705.00
38	SY	586	CUT AND PATCH EXISTING PAVEMENT <u>Seventy-one</u> No	DOLLARS CENTS	\$71.00 \$41,606.00
39	SY	28	SIDEWALK REPLACEMENT <u>Sixty-five</u> No	DOLLARS CENTS	\$65.00 \$1,820.00
40	LF	28	CURB AND GUTTER REPLACEMENT <u>Twenty-five</u> No	DOLLARS CENTS	\$25.00 \$700.00
41	SY	190	SODDING/SEED AND MULCH <u>One</u> Fifty	DOLLARS CENTS	\$1.50 \$285.00

CITY OF ALTAMONTE SPRINGS NON REIMBURSABLE UTILITY TOTAL \$ 492,848.50

ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	AMOUNTS
	LS	1	MOBILIZATION, BONDS, AND PERMITS <u>Five thousand</u> No	DOLLARS CENTS \$5,000.00	\$5,000.00
2	LS	1	MAINTENANCE OF TRAFFIC AND PEDESTRIAN SAFETY <u>Seven thousand five hundred</u> No	DOLLARS CENTS \$7,500.00	\$7,500.00
3	CY	1	MISCELLANEOUS CONCRETE <u>Eight hundred</u> No	DOLLARS CENTS \$800.00	\$800.00
4	LF	1236	PIPE (REMOVAL) (18" OR LESS) <u>Thirteen</u> No	DOLLARS CENTS \$13.00	\$16,068.00
5	LF	247	PIPE ADJUSTMENT (LOWER IN PLACE) (18" OR LESS) <u>One hundred thirty</u> No	DOLLARS CENTS \$130.00	\$32,110.00
6	EA		VALVE ASSEMBLY GATE (F&I) (CI) (6") DOLLARS CENTS		
7	EA	1	VALVE ASSEMBLY GATE (F&I) (CI) (8") <u>One thousand five hundred</u> No	DOLLARS CENTS \$1,500.00	\$1,500.00
8	EA	1	VALVE ASSEMBLY GATE (F&I) (CI) (10") <u>One thousand nine hundred fifty</u> No	DOLLARS CENTS \$1,950.00	\$1,950.00
9	EA	2	VALVE BOX (ADJ & MOD) CONTRACTORS OPTION <u>Three hundred twenty-five</u> No	DOLLARS CENTS \$325.00	\$650.00
10	LF	600	PIPE (PVC) (F&I) (C-900) (PUSH-ON) (8") <u>Twenty-seven</u> Fifty	DOLLARS CENTS \$27.50	\$16,500.00
11	LF		PIPE (PVC) (F&I) (C-900) (PUSH-ON) (10") DOLLARS CENTS		
12	LF		PIPE (PVC) (F&I) (C-900) (MANUFACT RESTRAINED JOINT) (6") DOLLARS CENTS		
13	LF	153	PIPE (PVC) (F&I) (C-900) (MANUFACT RESTRAINED JOINT) (8") <u>Thirty-one</u> No	DOLLARS CENTS \$31.00	\$4,743.00
14	LF	628	PIPE (PVC) (F&I) (C-900) (MANUFACT RESTRAINED JOINT) (10") <u>Forty-five</u> No	DOLLARS CENTS \$45.00	\$28,260.00
15	LF		DIRECTIONAL DRILL (HDPE) (F&I) (10") DOLLARS CENTS		
16	EA		HDPE MJ ADAPTER KIT (10") DOLLARS CENTS		
17	TN	0.48	FITTINGS WATER (F&I) (DI-CEMENT LINED) <u>Nine thousand five hundred</u> No	DOLLARS CENTS \$9,500.00	\$4,560.00
18	EA	1	LINESTOP (F&I) (10") <u>Six thousand five hundred</u> No	DOLLARS CENTS \$6,500.00	\$6,500.00
19	EA	1	WATER VALVE & TAPPING TEE (F&I) (2 PIECES) (10"x6") <u>Five thousand two hundred</u> No	DOLLARS CENTS \$5,200.00	\$5,200.00
20	EA	3	WATER VALVE & TAPPING TEE (F&I) (2 PIECES) (10"x10") <u>Five thousand five hundred</u> No	DOLLARS CENTS \$5,500.00	\$16,500.00
21	EA	1	BACKFLOW PREVENTOR (RELOCATE) (1"-2") <u>Four hundred twenty-five</u> No	DOLLARS CENTS \$425.00	\$425.00
22	EA		BACKFLOW PREVENTOR (RELOCATE) (4") DOLLARS CENTS		

ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	AMOUNTS
23	EA		BACKFLOW PREVENTOR (RELOCATE) (6") DOLLARS CENTS		
24	EA		BACKFLOW PREVENTOR (RELOCATE) (8") DOLLARS CENTS		
25	EA	1	AIR RELEASE VALVE (F&I) (2") <i>Four thousand five hundred</i> <i>No</i> DOLLARS CENTS	\$4,500.00	\$4,500.00
26	EA	2	FIRE HYDRANT (TRAFFIC) (F&I) (6") <i>Five thousand two hundred</i> <i>No</i> DOLLARS CENTS	\$5,200.00	\$10,400.00
27	EA	2	FIRE HYDRANT (REMOVE) <i>One hundred seventy-five</i> <i>No</i> DOLLARS CENTS	\$175.00	\$350.00
28	EA	1	METER BOX (INSTALL) <i>One hundred seventy-five</i> <i>No</i> DOLLARS CENTS	\$175.00	\$175.00
29	EA		JOINT RESTRAINTS MECHANICAL (F&I) (6") DOLLARS CENTS		
30	EA		JOINT RESTRAINTS MECHANICAL (F&I) (8") DOLLARS CENTS		
31	EA	16	JOINT RESTRAINTS MECHANICAL (F&I) (10") <i>Two hundred</i> <i>No</i> DOLLARS CENTS	\$200.00	\$3,200.00
32	EA		JOINT RESTRAINTS MECHANICAL (F&I) (12") DOLLARS CENTS		
33	EA		SERVICE WATER/RECLAIMED (PE) (F&I) (1") DOLLARS CENTS		
34	EA	1	SERVICE WATER/RECLAIMED (PE) (F&I) (1-1/2") <i>Eight hundred fifty</i> <i>No</i> DOLLARS CENTS	\$850.00	\$850.00
35	EA		SERVICE WATER/RECLAIMED (PE) (F&I) (2") DOLLARS CENTS		
36	LF	25	PLUG AND PLACE OUT OF SERVICE <i>Eighty-five</i> <i>No</i> DOLLARS CENTS	\$85.00	\$2,125.00
37	LF		TREE PROTECTION DOLLARS CENTS		
38	SY		CUT AND PATCH EXISTING PAVEMENT DOLLARS CENTS		
39	SY		SIDEWALK REPLACEMENT DOLLARS CENTS		
40	LF		CURB AND GUTTER REPLACEMENT DOLLARS CENTS		
41	SY		SODDING/SEED AND MULCH DOLLARS CENTS		

CITY OF ALTAMONTE SPRINGS REIMBURSABLE UTILITY TOTAL \$ 169,866.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
110- 3	SF	3,285.7	REMOVAL OF EXISTING STRUCTURES		
			Fifty No	DOLLARS CENTS	\$50.00
400- 2- 4	CY	205.9	CONCRETE CLASS II (SUPERSTRUCTURE)		
			One thousand four hundred No	DOLLARS CENTS	\$1,400.00
400- 2- 10	CY	124.6	CONCRETE CLASS II (APPROACH SLAB)		
			Four hundred fifty No	DOLLARS CENTS	\$450.00
400- 4- 5	CY	158.2	CONCRETE CLASS IV (SUBSTRUCTURE)		
			One thousand one hundred No	DOLLARS CENTS	\$1,100.00
400- 4- 25	CY	42.3	CONCRETE CLASS IV (MASS-SUBSTRUCTURE)		
			Nine hundred twenty-five No	DOLLARS CENTS	\$925.00
400- 7	SY	504	BRIDGE FLOOR GROOVING		
			Five No	DOLLARS CENTS	\$5.00
400-147	CF	6	COMPOSITE NEOPRENE PADS		
			Two thousand five hundred No	DOLLARS CENTS	\$2,500.00
415- 1- 4	LBS	79,925	REINFORCING STEEL (SUPERSTRUCTURE)		
			One No	DOLLARS CENTS	\$1.00
415- 1- 5	LBS	48,594	REINFORCING STEEL (SUBSTRUCTURE)		
			One No	DOLLARS CENTS	\$1.00
415- 1- 9	LBS	24,470	REINFORCING STEEL (APPROACH SLAB)		
			One No	DOLLARS CENTS	\$1.00
450- 1- 1	LF	733	PRESTRESSED BEAMS (TYPE II)		
			One hundred fifty No	DOLLARS CENTS	\$150.00
455- 34- 3	LF	955	PRESTRESSED CONCRETE PILES (18" SQ.)		
			One hundred eighty-five No	DOLLARS CENTS	\$185.00
455-137	EA	3	TEST LOAD (DYNAMIC)		
			Three thousand No	DOLLARS CENTS	\$3,000.00
455-143- 3	LF	180	TEST PILES (PRESTRESSED CONCRETE) (18" SQ.)		
			Three hundred fifty No	DOLLARS CENTS	\$350.00

480-70-3	LF	386	ALUMINUM RAILINGS (TRIPLE RAIL)	DOLLARS	\$50.00	\$19,300.00
			Fifty No	CENTS		
514-71-1	SY	2,764	PLASTIC FILTER FABRIC (SUBSURFACE)	DOLLARS	\$1.75	\$4,837.00
			One Seventy-five	CENTS		
521-5-1	LF	386	CONCRETE TRAFFIC RAILING BARRIER (BRIDGE) (32" F-SHAPE)	DOLLARS	\$72.00	\$27,792.00
			Seventy-two No	CENTS		
521-6-1	LF	386	CONCRETE PARAPET (PEDESTRIAN/BICYCLE)	DOLLARS	\$61.00	\$23,546.00
			Sixty-one No	CENTS		
530-1	CY	921.4	RIPRAP (SAND-CEMENT)	DOLLARS	\$225.00	\$207,315.00
			Two hundred twenty-five No	CENTS		
STRUCTURES TOTAL						\$1,533,686.50

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
101- 1	LS	1	MOBILIZATION		
			Five hundred thousand	DOLLARS	
			No	CENTS	\$500,000.00
102- 1	LS	1	MAINTENANCE OF TRAFFIC		
			Four hundred twenty-five thousand	DOLLARS	
			No	CENTS	\$425,000.00
104- 4	AC	28	MOWING		
			Four hundred fifty	DOLLARS	
			No	CENTS	\$450.00
104- 10- 1	LF	457	SYNTHETIC BALES & BALE TYPE BARRIERS		
			Six	DOLLARS	
			Fifty	CENTS	\$6.50
104- 11	LF	950	TURBITY BARRIER FLOATING		
			Seven	DOLLARS	
			No	CENTS	\$7.00
104- 13- 1	LF	23,312	SILT FENCE STAKED (TYPE III)		
			No	DOLLARS	
			Seventy-five	CENTS	\$0.75
104- 16	EA	1,340	ROCK BAGS		
			Five	DOLLARS	
			Fifty	CENTS	\$5.50
110- 1- 1	AC	9.4	CLEARING & GRUBBING		
			Forty-five thousand five hundred	DOLLARS	
			No	CENTS	\$45,500.00
110- 4	SY	7,729	PAVEMENT REMOVAL OF EXISTING CONCRETE		
			Nine	DOLLARS	
			No	CENTS	\$9.00
120- 1	CY	28,137	EXCAVATION REGULAR		
			Four	DOLLARS	
			Fifty	CENTS	\$4.50
120- 4	CY	1,900	EXCAVATION SUBSOIL		
			Fifteen	DOLLARS	
			No	CENTS	\$15.00
120- 6	CY	5,111	EMBANKMENT		
			Twenty-five	DOLLARS	
			No	CENTS	\$25.00
141- 70	AS	6	SETTLEMENT PLATE ASSEMBLY		
			Six hundred fifty	DOLLARS	
			No	CENTS	\$650.00
160- 4	SY	20,857	STABILIZATION TYPE B		
			Four	DOLLARS	
			Twenty-five	CENTS	\$4.25
285-709	SY	18,759	BASE OPTIONAL (BASE GROUP 09)		
			Fourteen	DOLLARS	
			No	CENTS	\$14.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
327- 70- 6	SY	45,253	MILLING EXIST ASPH PAVT (1 1/2" AVG DEPTH)		
			One DOLLARS Forty CENTS	\$1.40	\$63,354.20
334- 1- 23	TN	7,049.2	SUPERPAVE ASPHALTIC CONC (TRAFFIC C) (PG76-22)		
			One hundred twenty-five DOLLARS No CENTS	\$125.00	\$881,150.00
337- 7- 20	TN	5,121.0	APSH CONC FRICTION COUSE (INC BIT) (FC-12.5) (FC8)(PG76-22)		
			One hundred thirty-four DOLLARS No CENTS	\$134.00	\$686,214.00
339- 1	TN	17.7	MISCELLANEOUS ASPHALT PAVEMENT		
			Four hundred fifty DOLLARS No CENTS	\$450.00	\$7,965.00
400- 1- 2	CY	2.3	CONC CLASS I (ENDWALLS)		
			One thousand sixty-nine DOLLARS Eighty CENTS	\$1,069.80	\$2,460.54
400- 1- 11	CY	106.3	CONC CLASS I (RETAINING WALLS)		
			Eight hundred fifty DOLLARS No CENTS	\$850.00	\$90,355.00
415- 1- 1	LB	131	REINF STEEL (ROADWAY)		
			One DOLLARS Fifty CENTS	\$1.50	\$196.50
425- 1-311	EA	1	INLETS (CURB) (TYPE P-1) (<10')		
			Three thousand six hundred DOLLARS No CENTS	\$3,600.00	\$3,600.00
425- 1-351	EA	45	INLETS (CURB) (TYPE P-5) (<10')		
			Three thousand two hundred DOLLARS No CENTS	\$3,200.00	\$144,000.00
425- 1-361	EA	4	INLETS (CURB) (TYPE P-6) (<10')		
			Three thousand four hundred DOLLARS No CENTS	\$3,400.00	\$13,600.00
425- 1-422	EA	1	INLETS (CURB) (TYPE J-2) (>10')		
			Nine thousand five hundred DOLLARS No CENTS	\$9,500.00	\$9,500.00
425- 1-451	EA	4	INLETS (CURB) (TYPE J-5) (<10')		
			Six thousand five hundred DOLLARS No CENTS	\$6,500.00	\$26,000.00
425- 1-452	EA	2	INLETS (CURB) (TYPE J-5) (>10')		
			Six thousand six hundred DOLLARS No CENTS	\$6,600.00	\$13,200.00
425- 1-461	EA	1	INLETS (CURB) (TYPE J-6) (<10')		
			Six thousand five hundred DOLLARS No CENTS	\$6,500.00	\$6,500.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
425- 1-521	EA	3	INLETS (DT BOT) (TYPE C) (<10')		
			Two thousand one hundred	DOLLARS	
			No	CENTS	
				\$ 2,100.00	\$ 6,300.00
425- 1-541	EA	2	INLETS (DT BOT) (TYPE D) (<10')		
			Two thousand four hundred	DOLLARS	
			No	CENTS	
				\$ 2,400.00	\$ 4,800.00
425- 78	EA	4	INLET CAP (PRECAST)		
			One thousand	DOLLARS	
			No	CENTS	
				\$ 1,000.00	\$ 4,000.00
425- 2- 61	EA	6	MANHOLES (P-8) (<10')		
			Two thousand eight hundred	DOLLARS	
			No	CENTS	
				\$ 2,800.00	\$ 16,800.00
425- 2- 63	EA	23	MANHOLES (P-8) (PARTIAL)		
			One thousand eight hundred	DOLLARS	
			No	CENTS	
				\$ 1,800.00	\$ 41,400.00
425- 2- 91	EA	6	MANHOLES (J-8) (<10')		
			Five thousand six hundred	DOLLARS	
			No	CENTS	
				\$ 5,600.00	\$ 33,600.00
425- 2- 92	EA	4	MANHOLES (J-8) (>10')		
			Six thousand five hundred	DOLLARS	
			No	CENTS	
				\$ 6,500.00	\$ 26,000.00
425- 2-101	EA	5	MANHOLES (SPECIAL) (<10')		
			Seven thousand four hundred	DOLLARS	
			No	CENTS	
				\$ 7,400.00	\$ 37,000.00
430-171-123	LF	97	PIPE CULV (OPT MATL) (ROUND) (15"SS)		
			One hundred twenty-five	DOLLARS	
			No	CENTS	
				\$ 125.00	\$ 12,125.00
430-171-125	LF	2,170	PIPE CULV (OPT MATL) (ROUND) (18"SS)		
			Seventy-two	DOLLARS	
			No	CENTS	
				\$ 72.00	\$ 156,240.00
430-171-129	LF	368	PIPE CULV (OPT MATL) (ROUND) (24"SS)		
			Ninety dollars	DOLLARS	
			No	CENTS	
				\$ 90.00	\$ 33,120.00
430-171-133	LF	496	PIPE CULV (OPT MATL) (ROUND) (30"SS)		
			Ninety-four	DOLLARS	
			No	CENTS	
				\$ 94.00	\$ 46,624.00
430-171-140	LF	96	PIPE CULV (OPT MATL) (ROUND) (42"SS)		
			One hundred five	DOLLARS	
			No	CENTS	
				\$ 105.00	\$ 10,080.00
430-171-141	LF	48	PIPE CULV (OPT MATL) (ROUND) (48"SS)		
			Two hundred	DOLLARS	
			No	CENTS	
				\$ 200.00	\$ 9,600.00
430-171-225	LF	113	PIPE CULV (OPT MATL) (OTHER) (18"SS)		
			Seventy-two	DOLLARS	
			No	CENTS	
				\$ 72.00	\$ 8,136.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
430-721-440	LF	540	PIPE SLOTTED OR PERFORATED CULV (OPTIONAL) (42" SS) Ninety-eight No DOLLARS CENTS	\$98.00	\$52,920.00
430-721-441	LF	578	PIPE SLOTTED OR PERFORATED CULV (OPTIONAL) (48" SS) Ninety-eight No DOLLARS CENTS	\$98.00	\$56,644.00
430-821-25	EA	4	CLEANING & SEALING EXISTING PIPE JOINT (18" SS) Six hundred fifty No DOLLARS CENTS	\$650.00	\$2,600.00
430-821-29	EA	9	CLEANING & SEALING EXISTING PIPE JOINT (24" SS) Seven hundred ninety No DOLLARS CENTS	\$790.00	\$7,110.00
430-830-	CY	26	PIPE FILLING AND PLUGGING Two hundred fifty No DOLLARS CENTS	\$250.00	\$6,500.00
430-941-23	LF	60	PIPE DESILTING (15" SS) Four No DOLLARS CENTS	\$4.00	\$240.00
430-941-25	LF	522	PIPE DESILTING (18" SS) Five No DOLLARS CENTS	\$5.00	\$2,610.00
430-941-29	LF	1,581	PIPE DESILTING (24" SS) Six No DOLLARS CENTS	\$6.00	\$9,486.00
430-941-33	LF	734	PIPE DESILTING (30" SS) Eight No DOLLARS CENTS	\$8.00	\$5,872.00
430-983-2	LF	37	PVC PIPE FOR BACK OF SIDEWALK DRAINAGE (2") Forty No DOLLARS CENTS	\$40.00	\$1,480.00
430-982-125	EA	4	MITERED END SECTION (OPTIONAL ROUND) (18" CD) One thousand two hundred No DOLLARS CENTS	\$1,200.00	\$4,800.00
430-982-129	EA	4	MITERED END SECTION (OPTIONAL ROUND) (24" CD) One thousand three hundred No DOLLARS CENTS	\$1,300.00	\$5,200.00
430-982-133	EA	3	MITERED END SECTION (OPTIONAL ROUND) (30" CD) One thousand nine hundred No DOLLARS CENTS	\$1,900.00	\$5,700.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
431- 1-129	LF	54	PIPE LINER (OPTIONAL MATERIAL) (24") <i>One hundred eighty-five</i> No	DOLLARS CENTS \$ 185.00	\$ 9,990.00
431- 1-133	LF	407	PIPE LINER (OPTIONAL MATERIAL) (30") <i>Two hundred fifteen</i> No	DOLLARS CENTS \$ 215.00	\$ 87,505.00
443- 71- 1	CY	1,145	BALLAST ROCK (FRENCH DRAIN AGGREGATE) <i>Seventy-five</i> No	DOLLARS CENTS \$ 75.00	\$ 85,875.00
514- 71- 1	SY	2,310	PLASTIC FILTER FABRIC (SUBSURFACE) <i>Two</i> <i>Seventy-five</i>	DOLLARS CENTS \$ 2.75	\$ 6,352.50
515- 2-301	LF	1,661	PEDESTRIAN/BICYCLE RAILING (ALUM ONLY) (42" PICKET RAIL) <i>Fifty-five</i> No	DOLLARS CENTS \$ 55.00	\$ 91,355.00
520- 1- 7	LF	10,267	CURB & GUTTER CONC (TYPE E) <i>Thirteen</i> No	DOLLARS CENTS \$ 13.00	\$ 133,471.00
520- 1- 10	LF	8,102	CURB & GUTTER CONC (TYPE F) <i>Thirteen</i> No	DOLLARS CENTS \$ 13.00	\$ 105,326.00
520- 3	LF	95	GUTTER VALLEY CONC <i>Thirty-three</i> No	DOLLARS CENTS \$ 33.00	\$ 3,135.00
521- 5- 1	LF	45	CONC. TRAFFIC RAILING BARRIER BRIDGE (32" F-SHAPE) <i>Sixty</i> No	DOLLARS CENTS \$ 60.00	\$ 2,700.00
522- 1	SY	4,394	SIDEWALK CONC (4" THICK) <i>Twenty-four</i> No	DOLLARS CENTS \$ 24.00	\$ 105,456.00
522- 2	SY	201	SIDEWALK CONC (6" THICK) <i>Forty-five</i> No	DOLLARS CENTS \$ 45.00	\$ 9,045.00
523- 1- 2	SY	535	PATTERNED/TEXTURED PAVEMENT (CONCRETE) <i>Eighty-five</i> No	DOLLARS CENTS \$ 85.00	\$ 45,475.00
524- 1- 2	SY	256	DITCH PAVT CONC (4") <i>Thirty-five</i> No	DOLLARS CENTS \$ 35.00	\$ 8,960.00
527- 1	EA	16	DETECTABLE WARNING ON WALKING SURFACE (RETROFIT) <i>One thousand</i> No	DOLLARS CENTS \$ 1,000.00	\$ 16,000.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
530- 3- 3	TN	299.0	RIPRAP (RUBBLE) (BANK AND SHORE) <i>One hundred twenty</i> DOLLARS <i>No</i> CENTS	\$ 120.00	\$ 35,880.00
530- 3- 4	TN	21.0	RIPRAP (RUBBLE) (DITCH LINING) <i>One hundred</i> DOLLARS <i>No</i> CENTS	\$ 100.00	\$ 2,100.00
530- 77- 2	SY	616	GABION BASKET (36" THICK) <i>Two hundred twenty-five</i> DOLLARS <i>No</i> CENTS	\$ 225.00	\$ 138,600.00
536- 1- 1	LF	525	GUARDRAIL (ROADWAY) <i>Twenty-two</i> DOLLARS <i>No</i> CENTS	\$ 22.00	\$ 11,550.00
536- 85- 24	EA	1	GUARDRAIL END ANCHORAGE ASSEMBLY (PARALLEL) <i>Two thousand five hundred</i> DOLLARS <i>No</i> CENTS	\$ 2,500.00	\$ 2,500.00
550- 10-222	LF	1,844	FENCING, TYPE B (5.1-6.0) (W/ VINYL COATING) <i>Fifteen</i> DOLLARS <i>No</i> CENTS	\$ 15.00	\$ 27,660.00
550- 60-222	EA	1	FENCE GATE (TYPE B) (DOUBLE) (6.1'-12.0' OPENING) <i>Eight hundred seventy-five</i> DOLLARS <i>No</i> CENTS	\$ 875.00	\$ 875.00
550- 60-234	EA	4	FENCE GATE (TYPE B) (SLIDING/CANTILEVER) (18.1'-20.0' OPENING) <i>One thousand six hundred</i> DOLLARS <i>No</i> CENTS	\$ 1,600.00	\$ 6,400.00
570- 1- 2	SY	22,444	PERFORMANCE TURF (SOD) <i>One</i> DOLLARS <i>Seventy-five</i> CENTS	\$ 1.75	\$ 39,277.00
999- 1	LF	102	ABANDON MONITORING WELLS <i>Seventy</i> DOLLARS <i>No</i> CENTS	\$ 70.00	\$ 7,140.00
999- 2	LF	102	INSTALL MONITORING WELLS <i>Ninety</i> DOLLARS <i>No</i> CENTS	\$ 90.00	\$ 9,180.00
999- 3	LS	1	FIELD OFFICE <i>Forty-four thousand</i> DOLLARS <i>No</i> CENTS	\$ 44,000.00	\$ 44,000.00
ROADWAY TOTAL					\$ 5,698,284.99

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
630- 1- 12	LF	20	CONDUIT (UNDERGROUND) Four Fifty DOLLARS CENTS	\$ 4.50	\$ 90.00
635- 1- 11	EA	2	PULL BOX Two hundred thirty-five No DOLLARS CENTS	\$ 235.00	\$ 470.00
700- 20- 4	EA	7	SIGN SINGLE POST (RELOCATE) Ninety-five No DOLLARS CENTS	\$ 95.00	\$ 665.00
700- 20- 6	AS	56	SIGN SINGLE POST (REMOVE) forty-nine No DOLLARS CENTS	\$ 49.00	\$ 2,744.00
700- 20- 11	AS	61	SIGN SINGLE POST (LESS THAN 12 SF) Three hundred fifty-five No DOLLARS CENTS	\$ 355.00	\$ 21,655.00
700- 20- 12	AS	15	SIGN SINGLE POST (12 SF - 25 SF) Seven hundred forty No DOLLARS CENTS	\$ 740.00	\$ 11,100.00
700- 21- 4	EA	2	SIGN MULTI-POST (RELOCATE) One thousand three hundred sixty No DOLLARS CENTS	\$ 1,360.00	\$ 2,720.00
705- 1	EA	3	DELINEATOR, SINGLE UNIT One hundred thirty-five No DOLLARS CENTS	\$ 135.00	\$ 405.00
705- 71	EA	1	DELINEATOR TUBULAR (FLEXIBLE) Seventy No DOLLARS CENTS	\$ 70.00	\$ 70.00
706- 3	EA	878	RETRO-REFLECTIVE PAVEMENT MARKERS Three Sixty DOLLARS CENTS	\$ 3.60	\$ 3,160.80
710- 11-290	SY	32	REFLECTIVE PAINT (ISLAND NOSE) (YELLOW) Three Fifty DOLLARS CENTS	\$ 3.50	\$ 112.00
711- 11-121	LF	17,666	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6") No Sixty DOLLARS CENTS	\$ 0.60	\$ 10,599.60
711- 11-122	LF	301	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (8") No Eighty-five DOLLARS CENTS	\$ 0.85	\$ 255.85
711- 11-123	LF	4,305	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12") One Seventy-five DOLLARS CENTS	\$ 1.75	\$ 7,533.75
711- 11-124	LF	166	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (18") Two Thirty DOLLARS CENTS	\$ 2.30	\$ 381.80

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
711- 11-125	LF	1,173	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24") <u>Three</u> DOLLARS <u>Fifty</u> CENTS	\$3.50	\$4,105.50
711- 11-131	GM	3,397	TRAFFIC STRIPE SKIP (THERMOPLASTIC 3-9 & 10-30) (WHITE) <u>Nine hundred ten</u> DOLLARS <u>No</u> CENTS	\$910.00	\$3,091.27
711- 11-141	LF	1,562	TRAFFIC STRIPE SKIP (THERMOPLASTIC 2-4 & 6-10) (WHITE) <u>No</u> DOLLARS <u>Seventy-five</u> CENTS	\$0.75	\$1,171.50
711- 11-160	EA	23	PAVEMENT MESSAGES (THERMOPLASTIC) <u>One hundred fifty</u> DOLLARS <u>No</u> CENTS	\$150.00	\$3,450.00
711- 11-170	EA	99	DIRECTIONAL ARROWS (THERMOPLASTIC) <u>Forty-six</u> DOLLARS <u>No</u> CENTS	\$46.00	\$4,554.00
711- 11-221	LF	11,667	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6") <u>No</u> DOLLARS <u>Sixty-five</u> CENTS	\$0.65	\$7,583.55
711- 11-222	LF	50	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6") <u>No</u> DOLLARS <u>Eighty</u> CENTS	\$0.80	46.00 \$42.50 JP
711- 11-224	LF	200	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (18") <u>Three</u> DOLLARS <u>Fifty</u> CENTS	\$3.50	\$700.00
711- 11-241	LF	39	TRAFFIC STRIPE SKIP (THERMOPLASTIC)(YELLOW) <u>No</u> DOLLARS <u>Seventy-five</u> CENTS	\$0.75	\$29.25
741- 70-111	EA	6	PIEZO AXLE SENSORS <u>One thousand two hundred seventy-five</u> DOLLARS <u>No</u> CENTS	\$1,275.00	\$7,650.00
745- 70- 12	AS	12	LOOP ASSEMBLIES <u>Five hundred seventy-five</u> DOLLARS <u>No</u> CENTS	\$575.00	\$6,900.00
746- 71-111	EA	2	CABINET <u>Three thousand eight hundred</u> DOLLARS <u>No</u> CENTS	\$3,800.00	\$7,600.00

SIGNING & MARKING TOTAL

~~\$108,240.37~~

108,837.87 JP

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
655- 1- 1	LF	362	DIRECTIONAL BORE (6")		
			Twenty No	DOLLARS CENTS	\$20.00
655- 1- 2	LF	1,570	DIRECTIONAL BORE (6" - <12")		
			Twenty-nine No	DOLLARS CENTS	\$29.00
630- 1- 12	LF	6,841	CONDUIT (UNDERGROUND)		
			Five Twenty	DOLLARS CENTS	\$5.20
630- 1- 15	LF	145	CONDUIT (BRIDGE MOUNT)		
			Twenty-four Fifty	DOLLARS CENTS	\$24.50
632- 7- 1	PI	4	CABLE (SIGNAL)		
			Five thousand eight hundred No	DOLLARS CENTS	\$5,800.00
633-122- 1	LF	12	CABLE F.O. (F&I, 12MM UNDERGROUND)		
			Six Seventy-five	DOLLARS CENTS	\$6.75
633-123- 3	LF	4,782	CABLE F.O. (F&I, 72SM/12MM UNDERGROUND)		
			Seven No	DOLLARS CENTS	\$7.00
635- 1- 11	EA	57	PULL AND JUNCTION BOXES (PULL BOX)		
			Two hundred seventy-five No	DOLLARS CENTS	\$275.00
635- 1- 15	EA	29	PULL & JUNCTION BOX (F&I, FIBER OPTICS)		
			Eight hundred five No	DOLLARS CENTS	\$805.00
639- 1- 22	AS	4	ELECTRICAL POWER SERVICE (OVERHEAD)		
			One thousand six hundred fifty No	DOLLARS CENTS	\$1,650.00
639- 2- 1	LF	270	ELECTRICAL SERVICE WIRE		
			Two No	DOLLARS CENTS	\$2.00
841- 41-112	EA	4	PRESTRESSED CONCRETE POLES		
			Seven hundred fifty-five No	DOLLARS CENTS	\$755.00
649-740	EA	10	MAST ARM ASSEMBLY		
			Forty-one thousand five hundred No	DOLLARS CENTS	\$41,500.00
650- 51-311	AS	41	TRAFFIC SIGNAL (3-SECTION, 1-WAY)		
			Six hundred eighty No	DOLLARS CENTS	\$680.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
650-51-321	AS	7	TRAFFIC SIGNAL (3-SECTION, 2-WAY) One thousand three hundred sixty-five No DOLLARS CENTS	\$1,365.00	\$9,555.00
650-51-511	AS	2	TRAFFIC SIGNAL (5-SECTION, 1-WAY) One thousand two hundred ninety No DOLLARS CENTS	\$1,290.00	\$2,580.00
653-191	AS	16	PEDESTRIAN SIGNAL (LED, 1-WAY) Five hundred sixty No DOLLARS CENTS	\$560.00	\$8,960.00
653-192	AS	5	PEDESTRIAN SIGNAL (LED, 2-WAY) One thousand two hundred No DOLLARS CENTS	\$1,200.00	\$6,000.00
659-101	EA	55	SIGNAL HEAD 3-SEC BACK PLATE One hundred twenty-nine No DOLLARS CENTS	\$129.00	\$7,095.00
659-107	EA	11	SIGNAL HEAD (ALUMINUM PEDESTAL) Eight hundred thirty No DOLLARS CENTS	\$830.00	\$9,130.00
659-112	EA	7	SIGNAL HEAD 2-WAY BRACKET One hundred fifty-five No DOLLARS CENTS	\$155.00	\$1,085.00
659-118	EA	2	SIGNAL HEAD 5-SEC BACK PLATE Two hundred thirty No DOLLARS CENTS	\$230.00	\$460.00
660-1-109	EA	7	INDUCTIVE LOOP DETECTOR (2 CHANNEL) Two hundred five No DOLLARS CENTS	\$205.00	\$1,435.00
660-1-110	EA	6	INDUCTIVE LOOP DETECTOR (2 CHANNEL, TD) Two hundred five No DOLLARS CENTS	\$205.00	\$1,230.00
660-1-111	EA	8	INDUCTIVE LOOP DETECTOR (4 CHANNEL) Three hundred sixty-five No DOLLARS CENTS	\$365.00	\$2,920.00
660-2-102	AS	57	LOOP ASSEMBLY (TYPE B) Six hundred seventy-five No DOLLARS CENTS	\$675.00	\$38,475.00
660-2-106	AS	36	LOOP ASSEMBLY (TYPE F) Seven hundred seventy No DOLLARS CENTS	\$770.00	\$27,720.00
663-74-12	PI	4	PREEMPTION DETECTOR ASSEMBLY (OPTICAL) Six hundred fifteen No DOLLARS CENTS	\$615.00	\$2,460.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
665- 11	EA	26	PEDESTRIAN DETECTOR Two hundred eighty-five No	DOLLARS CENTS \$ 285.00	\$ 7,410.00
670- 5-110	AS	3	ACTUATED SOLID STATE CONTROLLER ASSEMBLY Nineteen thousand five hundred No	DOLLARS CENTS \$ 19,500.00	\$ 58,500.00
670- 5-410	AS	1	TRAFFIC CONTROLLER ASSEMBLY MODIFY One thousand two hundred thirty No	DOLLARS CENTS \$ 1,230.00	\$ 1,230.00
683-107	LS	4	SYSTEM COMMUNICATIONS Nine hundred seventy-five No	DOLLARS CENTS \$ 975.00	\$ 3,900.00
690- 10	EA	43	SIGNAL HEAD REMOVAL Thirty-six No	DOLLARS CENTS \$ 36.00	\$ 1,548.00
690- 20	EA	12	PEDESTRIAN SIGNAL REMOVAL Thirty-six No	DOLLARS CENTS \$ 36.00	\$ 432.00
690- 31	EA	3	SIGNAL PEDESTAL REMOVAL One hundred forty-five No	DOLLARS CENTS \$ 145.00	\$ 435.00
690- 33- 1	LF	220	POLE REMOVAL (DEEP, DIRECT BURIAL) Sixty-five No	DOLLARS CENTS \$ 65.00	\$ 14,300.00
690- 33- 2	LF	40	POLE REMOVAL (DEEP, BOLT ON ATTACHMENT) Sixty-five No	DOLLARS CENTS \$ 65.00	\$ 2,600.00
690- 50	EA	2	CONTROLLER ASSEMBLY REMOVAL Two hundred fifteen No	DOLLARS CENTS \$ 215.00	\$ 430.00
690- 60	EA	44	DETECTOR VEHICLE ASSEMBLY REMOVAL Nine No	DOLLARS CENTS \$ 9.00	\$ 396.00
690- 70	EA	14	DETECTOR PEDESTRIAN ASSEMBLY REMOVAL Thirty-six No	DOLLARS CENTS \$ 36.00 \$ 504.00 4M	\$ 504.00
690- 80	EA	3	SPAN WIRE ASSEMBLY REMOVAL Three hundred sixty No	DOLLARS CENTS \$ 360.00	\$ 1,080.00
690- 90	PI	4	CONDUIT & CABLING REMOVAL One hundred forty-five No	DOLLARS CENTS \$ 145.00	\$ 580.00

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
690-100	PI	4	MISCELLANEOUS SIGNAL EQUIPMENT REMOVAL		
			<i>Thirty six</i> DOLLARS <i>No</i> CENTS	\$ 36.00	\$ 144.00
699- 1- 1	EA	14	INTERNALLY ILLUMINATED SIGN		
			<i>Two thousand eight hundred</i> DOLLARS <i>No</i> CENTS	\$ 2,800.00	\$ 39,200.00
700- 48- 18	EA	5	SIGN PANEL (FURNISH & INSTALL)		
			<i>Four hundred ten</i> DOLLARS <i>No</i> CENTS	\$ 410.00	\$ 2,050.00
SIGNALIZATION TOTAL					\$ 894,554.70

EXHIBIT B

TRENCH SAFETY ACT
 SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Trench Shield	LF	6,500	\$ 1-	\$ 6,500-
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Curtis A. Johnson
 Printed Name
[Signature]
 Signature

TOTAL \$ 6,500-
John Car Co Inc.
 Bidder Name
October 1, 2008
 Date

EXHIBIT C

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

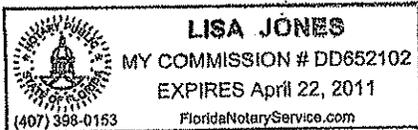
The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: John Carlo Inc.
Signature: [Signature]
Printed Name: CURTISA JOHNSON
Title: Vice President
Date: October 1, 2008

Affix Corporate Seal

STATE OF Florida)
COUNTY OF Orange) ss

The foregoing instrument was acknowledged before me this 1 day of October, 2008, by Curtisa Johnson of John Carlo Inc. (firm), on behalf of the firm. He/She is personally known to me or has produced N/A identification.



[Signature]
Print Name Lisa Jones
Notary Public in and for the County and State Aforementioned

My commission expires: April 22, 2011

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

BID NUMBER: CC-3709-08/JVP

PROJECT TITLE: SR-434-Montgomery Rd to I-4
Construction Project

BID OPENING

DATE: October 1, 2008 at 2:00 P.M. Eastern

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

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3
A=Award Amount B=Days @\$9500.00 (UCxDays) A+B=Computation for Recommendation of Award	John Carlo Inc 9671 Tradeport Drive Orlando, FL 32827	Gibbs & Register, Inc. 232 S. Dillard Street Winter Garden, FL 34787-3592	Halifax Paving, Inc. 860 Hull Road Ormond Beach, FL 32174
	Curtis Johnson cjohnson@carlocompanies.com (407) 816-3503 (Phone) (407) 816-3505 (Fax)	Rex Dale Huffman wconover@gibbsandregister.com (407) 654-6133 (Phone) (407) 905-2941 (Fax)	James E. Davis halifaxpaving@cfl.rr.com (386) 676-0200 (Phone) (386) 676-0803 (Fax)
Total Amount of A (Award Amount)	\$8,898,078.56	\$9,296,010.53	\$8,384,567.00
Number of Days	400	500	600
Total Amount of A+B Computation	\$12,698,078.56	\$14,046,010.53	\$14,084,567.00
Acknowledge addenda 1-4	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
FDOT Pre-qualified or Sub	Yes	Yes	Yes
W-9	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes

**B.C.C. – SEMINOLE COUNTY, FL
 BID TABULATION SHEET**

BID NUMBER: **CC-3709-08/JVP** Page 2 of 2

ITEM DESCRIPTION	Response #4	Response #5
A=Award Amount B=Days @\$9500.00 (UCxDays) A+B=Computation for Recommendation of Award	Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789 Tom Craft Dave.shuman@hubbard.com (407) 645-5500 (Phone) (407) 623-3865 (Fax)	Cathcart Contracting Company 1056 Willa Springs Drive Winter Springs, FL 32708 Matt T. Blanton mblanton@cathcartcontracting.com (407) 629-2900 x21 (Phone) (407) 677-4212 (Fax)
Total Amount of A (Award Amount)	\$9,921,419.80	\$10,481,444.01
Number of Days	475	600
Total Amount of A+B Computation	\$14,433,919.80	\$16,181,444.01
Acknowledge addenda 1-4	Yes	Yes
Trench Safety Act	Yes	Yes
Bidder Information Form	Yes	Yes
Non-Collusion Affidavit	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes
Americans w/Disabilities Act	Yes	Yes
Drug-Free Workplace Form	Yes	Yes
Public Entity Crimes Form	Yes	Yes
Experience of Bidder	Yes	Yes
Bid Bond	Yes	Yes
FDOT Pre-qualified or Sub W-9	Yes	Yes
Compliance w/ Public Records	Yes	Yes

Bid Opening: October 1, 2008 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Tabulated by Jacqui Perry, Senior Procurement Analyst
 (Posted by J. Perry October 3, 2008 @ 9:30 am Eastern)

Recommendation of Award: John Carlo, Inc (Posted by J Perry October 17, 2008 @ 10:15 am)

BCC Agenda Date: November 18, 2008

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** RFP-600453-08/BJC - Tourism Marketing Services**DEPARTMENT:** Administrative Services**DIVISION:** Purchasing and Contracts**AUTHORIZED BY:** Frank Raymond**CONTACT:** Betsy Cohen**EXT:** 7112**MOTION/RECOMMENDATION:**

Award RFP-600453-08/BJC - Tourism Marketing Services to Paradise Advertising & Marketing, Inc., St. Petersburg (Not-to-Exceed \$419,500.00 per year).

County-wide

Ray Hooper

BACKGROUND:

RFP-600453-08/BJC will provide for an agency that will be able to suggest strategies to expand the impact of the advertising campaign while allowing for the broadest possible tourism exposure within the available budget. Such strategies would include maximizing the usage of cooperative and tag-on advertising as well as identifying promotional opportunities. The scope of services includes the following:

1. Work with the Seminole County Convention and Visitors Bureau (CVB) and Tourism Development Council (TDC) in producing annual Marketing Plan for Seminole County tourism.
2. Create and produce all tourism marketing and advertising products. Identify advertising opportunities to promote Seminole County to the group tour and leisure/business traveler. Provide counsel for all appropriate events, and organizations that promote Seminole County as a tourism destination.
3. Consult with CVB on all publicity, advertising, promotion and public relations. Regularly report to the County on tourism trends, new developments, activities and accomplishments.
4. Attend all TDC meetings and make monthly or bi-monthly reports to that body.
5. Contact, meet with and bring travel events writers to the County and where possible coordinate travel arrangements.
6. Prepare and distribute special events and other newsworthy press releases. Distribute news releases about tourism activities to media contacts that the County currently advertises in.
7. Assess and assign dollar value to publicity efforts. County to pay net for out-of-pocket costs with prior written approval.
8. Research and recommend media placements. Create and implement a public relations and media outreach plan with the objective of increasing awareness of Seminole County as a visitor destination, increasing slow season traffic into the area and promoting opportunities for enjoying cultural and adventure related activities.
9. Provide counsel for digital management. Should the County require out-sourcing to maintain and update databases of master media contacts, tour operators, meeting planners, group leaders, etc., the consultant will provide a separate written estimate to cover cost.
10. Create, produce, update and distribute press kits.
11. Provide counsel for tourism trade shows and where appropriate press kits and materials for press rooms at those trade shows. Should the County require the consultant public relations staffing at a specific trade show, the consultant will provide prior written estimates that will include hourly staffing cost and travel and other out-of-pocket costs.
12. Maintain memberships and affiliations with professional organizations in order to develop appropriate contacts and

relationships that will advance Seminole County's tourism objectives. 13. Assist Seminole County in establishing an overall brand in the marketplace. 14. Maintain an agreement with an on-line travel booking agency linking to hotels, airlines, and other travel related services in Seminole County. If there are costs for this online booking service the consultant will provide a written estimate for client approval. This cost will be billed at net. If the County requests ongoing maintenance of this program, the consultant will provide a written estimate for prior client approval. Other Services: Projects above and beyond the monthly Scope of Services will be negotiated and approved individually on a reimbursable basis.

This project was publicly advertised and the County received four (4) proposals in response to the solicitation. The Evaluation Committee which consisted of Shani Beach, Economic Development Administrative Assistant; William McDermott, Economic Development Department Director; Sharon Sears, Tourism Development Manager; and Susan Vernon-Devlin, Community Information Department Director, evaluated the responses. Consideration was given to each firm's qualifications, delineated experience, approach to work and cost proposal. The Evaluation Committee selected the top two (2) firms for presentations and project discussion. This agreement shall take effect on the date of its execution by the County and shall remain in effect for three (3) years. At the sole option of the parties, this agreement may be renewed for two (2) additional one (1) year terms. County agrees to compensate the Consultant for the services called for under this agreement an annual fee not-to-exceed the annual amount budgeted by the County for tourism marketing services. County agrees to compensate the Consultant the not-to-exceed amount of \$419,500.00 per year as follows: \$120,000.00 - Marketing Services (Monthly Fee of \$10,000.00); \$212,500.00 - Advertising and Public Relations (Not-to-Exceed) and \$87,000.00 - New Initiatives (Not-to-Exceed).

STAFF RECOMMENDATION:

Staff recommends that the Board to award RFP-600453-08/BJC - Tourism Marketing Services to Paradise Advertising & Marketing, Inc., St. Petersburg (Not-to-Exceed \$419,500.00 per year).

ATTACHMENTS:

1. Agreement
2. Evaluations

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

**TOURISM MARKETING SERVICES AGREEMENT
(RFP-600453-08/BJC)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PARADISE ADVERTISING & MARKETING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 150 Second Avenue North, Suite 800, St. Petersburg, Florida 32710, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide tourism marketing services in Seminole County; and

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

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

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

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

SECTION 2. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement the Not-to-Exceed amount of FOUR HUNDRED NINETEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$419,500.00) as follows:

\$120,000.00 - Marketing Services (Monthly \$10,000)

\$212,500.00 - Advertising and Public Relations (Not-to-Exceed)

\$87,000.00 - New Initiatives (Not-to-Exceed)

In no event shall CONSULTANT be paid more than the Not-to-Exceed amount stated above. Compensation shall be paid to the CONSULTANT at the rates as shown on Exhibit B, attached hereto.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 3. BILLING AND PAYMENT.

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

(1) The name and address of CONSULTANT;

(2) Contract Number;

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

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

performed; and

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

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

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

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

Seminole County Tourism Development Division
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

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

SECTION 4. AUDIT OF RECORDS.

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

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

this Section.

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

SECTION 5. RESPONSIBILITY OF CONSULTANT.

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

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

SECTION 6. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for three (3) years. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms.

SECTION 7. TERMINATION.

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

(1) Immediately discontinue all services affected unless

the notice directs otherwise; and

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

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

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

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

(e) The rights and remedies of COUNTY provided in this clause are

in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. SUBCONSULTANTS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any sub-consultants or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of COUNTY. If sub-consultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of sub-consultants or other professional associates.

SECTION 12. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT whether caused by CONSULTANT or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 13. INSURANCE.

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

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the

insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG

00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

LIMITS

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

(3) Professional Liability Insurance. CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

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

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

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or agents of

liability from any obligation under this Section or any other portions of this Agreement.

SECTION 14. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 15. REPRESENTATIVE OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in

writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 16. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 17. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 18. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents, as an agent, representative, or employee of

COUNTY for any purpose or in any manner whatsoever. CONSULTANT is to be and shall remain an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 19. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 20. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 21. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Tourism Development Division
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For CONSULTANT:

Paradise Advertising & Marketing, Inc.
150 Second Avenue N., Suite 800
St. Petersburg, Florida 33710

SECTION 23. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 25. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with 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) CONSULTANT 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 CONSULTANT 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, CONSULTANT hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

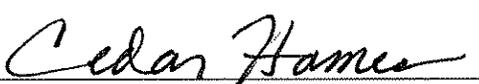
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

PARADISE ADVERTISING & MARKETING, INC.



DAVID M. DIMAGGIO
Vice-President

By: 

CEDAR HAMES
President

(CORPORATE SEAL)

Date: 9/30/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:  _____
BRENDA CAREY, Chairman
Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney

AEC/lpk/sjs
5/28/08, 9/22/08 9/23/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600453.doc

Attachment:

- Exhibit A - Scope of Services
- Exhibit B - Rate Schedule

EXHIBIT A
SCOPE OF SERVICES

1. Work with the Seminole County Convention and Visitors Bureau (CVB) and Tourism Development Council (TDC) in producing annual Marketing Plan for Seminole County tourism.
2. Create and produce all tourism marketing and advertising products. Identify advertising opportunities to promote Seminole County to the group tour and leisure/business traveler. Provides counsel for all appropriate events, and organizations that promote Seminole County as a tourism destination.
3. Consult with CVB on all publicity, advertising, promotion and public relations. Regularly report to the County on tourism trends, new developments, activities and accomplishments.
4. Attend all TDC meetings and make monthly or bi-monthly reports to that body.
5. Contact, meet with and bring travel events writers to the County and where possible coordinate travel arrangements.
6. Prepare and distribute special events and other newsworthy press releases. Distribute news releases about tourism activities to media contacts that the County currently advertises in.
7. Assess and assign dollar value to publicity efforts. County to pay net for out-of-pocket costs with prior written approval.
8. Research and recommend media placements. Create and implement a public relations and media outreach plan with the objective of increasing awareness of Seminole County as a visitor destination, increasing slow season traffic into the area and promoting opportunities for enjoying cultural and adventure related activities.
9. Paradise will provide counsel for digital management. Should the County require out-sourcing to maintain and update databases of master media contacts, tour operators, meeting planners, group leaders, etc., Paradise will provide a separate written estimate to cover cost.
10. Create, produce, update and distribute press kits.
11. Paradise will provide counsel for tourism trade shows and where appropriate press kits and materials for pressrooms at those trade shows. Should the County require Paradise public relations staffing at a specific trade show, Paradise will provide prior written estimates that will include hourly staffing cost

and travel and other out-of-pocket costs. Maintain memberships and affiliations with professional organizations in order to develop appropriate contacts and relationships that will advance Seminole county's tourism objectives.

12. Maintain memberships and affiliations with professional organizations in order to develop appropriate contacts and relationships that will advance Seminole County's tourism objectives.
13. Assist Seminole County in establishing an overall brand in the marketplace.
14. Maintain an agreement with an on-line travel booking agency linking to hotels, airlines, and other travel related services in Seminole County. Agency will work with client to establish an online travel booking agency. If there are costs for this online booking service the agency will provide a written estimate for client approval. This cost will be billed at net. If the County requests ongoing maintenance of this program, Paradise will provide a written estimate for prior client approval.

Other Services:

Projects above and beyond the monthly Scope of Services will be negotiated and approved individually on a reimbursable basis.

EXHIBIT B

Price Proposal

PROJECT: TOURISM MARKETING SERVICES

COUNTY CONTRACT NO. RFP-600453-08/BJC

Name of Proposer: Paradise Advertising & Marketing, Inc.

Mailing Address: 150 Second Avenue N., Ste. 800

City/State/Zip: St. Petersburg FL 33710

Phone Number: (727) 821-5155

FAX Number: (727) 822-3722

E-mail Address: Cedar@ParadiseAdv.com

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the amount hereinafter set forth.

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

Respondent shall include all direct & indirect Costs associated with the work.

A. MONTHLY COST FOR TOURISM MARKETING SERVICES \$ 10,000 / month

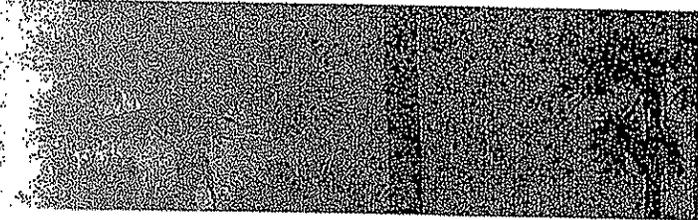
B. MONTHLY COST FOR REIMBURSABLE EXPENSES \$ 0
(Allowable Reimbursable Expenses – per Florida Statutes)

C. PROPOSER MUST PROVIDE THE COUNTY WITH A PROPOSED FEE SCHEDULE FOR ANY VARIATION FOR NON-ROUTINE SERVICES. NON-ROUTINE SERVICES ARE IDENTIFIED AS THOSE THAT ARE NOT DESCRIBED IN THE MONTHLY SERVICES SECTION. PROPOSER MUST INCLUDE THIS INFORMATION WITH THEIR SUBMITTAL.

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 Attn.: PURCHASING DIVISION	REQUEST FOR PROPOSALS and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	RFP-600453-08/BJC Tourism Marketing Services
Proposal Due Date: July 16, 2008 Proposal Due Time: 2:00 P.M.	Location of Public Opening: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: Paradise Advertising & Marketing, Inc.	Federal Employer ID Number or SS Number: 7530296211
Mailing Address: 150 Second Avenue N., Ste. 800	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: St. Petersburg FL 33710	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation <input type="radio"/> Proprietorship <input type="radio"/> Partnership <input type="radio"/> Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: (727) 821-5155	Typed Name: David M. Di Maggio
Toll Free Telephone Number: (800)	Title: V.P. / Principal
Fax Number: (727) 822-3722	Date: July 21, 2008

**THIS FORM MUST BE COMPLETED AND RETURNED WITH
YOUR PROPOSAL**

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

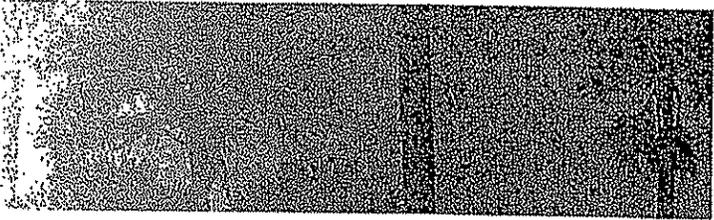


4. Price Proposal

A. Monthly Cost for Tourism Marketing Services

As good stewards of Seminole County's advertising and public relations budget we will hold the line on our marketing advertising and public relations fees to better service Seminole County during these tough economic times. Paradise will continue the same high quality of service and substantial pro-bono contributions as we have provided over the past five years. Services provided within the fee include: strategic planning, advertising account management, monthly client meetings, written reports, media planning, negotiating, placement, coordination, reconciliation, trafficking, administrative duties, accounting, public relations account management, public relations media relations, press trips, FAMS, trade media shows, monthly meetings and reports, analysis, TDC retreats, special projects and numerous activities.

Additionally Seminole County will receive net billing for all media and production costs. This reflects a 15% discount for the County.



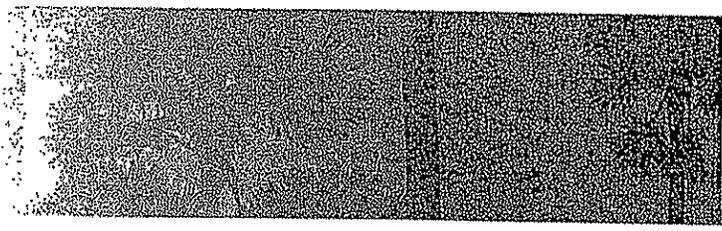
4. Price Proposal

B. Monthly Cost for Reimbursable Expenses

See attached Price Proposal Form

Paradise will continue to absorb transportation costs, lodging and maintenance expenses incurred by members of the agency staff when traveling is part of the regularly scheduled client meetings. Paradise will also continue to absorb cost for long distance telephone calls, postage, copies, and handling of routine client service communications.

Paradise Advertising/Public Relations CVB Budget 2009	Budget
Advertising and Public Relations Budget/Expenditures	
Research	\$4,000
Brand- Ad Campaign	\$20,000
Website – Update and Optimization	\$20,000
Photography	\$25,000
Visitors Guide (Design)	\$15,000
Leisure Rack Brochure (Design)	\$7,500
Online/Video	\$10,000
Video Editing	\$26,000
Niche/Eco Marketing	\$5,000
E-Newsletters – All Targets	\$30,000
Public Relations- Materials	\$25,000
Meeting Planner Initiatives	\$20,000
FAM Materials	\$5,000
Sub Total:	\$212,500
New Initiatives	
Trade Show Campaigns (inc. booth design and material)	\$52,000
Sports Initiatives/Programs	\$35,000
	\$87,000
Total:	\$299,500



4. Price Proposal

C. Fee Schedule (Non-Routine Services)

Creative and production projects requested by the client will be billed at the following hourly rates for creative services:

Director of Account Service/Strategic Planning	\$250.00.....	Per hour.....	Included in fee
Brand Development Director.....	\$250.00.....	Per hour.....	Included in fee
Director of Diversity Marketing	\$200.00.....	Per hour.....	Included in fee
Account Supervisor	\$150.00.....	Per hour.....	Included in fee
Account Executive	\$125.00.....	Per hour.....	Included in fee
Account Coordinator	\$100.00.....	Per hour.....	Included in fee
Media Planner	\$150.00.....	Per hour.....	Included in fee
Media Buyer.....	\$125.00.....	Per hour.....	Included in fee
Media Coordinator.....	\$100.00.....	Per hour.....	Included in fee
Public Relations Supervisor	\$200.00.....	Per hour.....	Included in fee
Public Relations Account Executive	\$150.00.....	Per hour.....	Included in fee
Public Relations Writer.....	\$125.00.....	Per hour.....	Included in fee
Billing	\$100.00.....	Per hour.....	Included in fee
Traffic	\$100.00.....	Per hour.....	Included in fee
Broadcast Production Supervision	\$200.00.....	Per hour	
Creative Director	\$250.00.....	Per hour	
Associate Creative Director	\$200.00.....	Per hour	
Senior Copywriter.....	\$150.00.....	Per hour	
Copywriter	\$125.00.....	Per hour	
Designer.....	\$175.00.....	Per hour	
Senior Art Director	\$150.00.....	Per hour	
Art Director.....	\$125.00.....	Per hour	
Graphic Designer/Mechanical Artist.....	\$100.00.....	Per hour	
Production Supervision.....	\$150.00.....	Per hour	
Production Coordinator	\$100.00.....	Per hour	
Print Production Supervisor	\$150.00.....	Per hour	

The Agency will present written estimates for client approval for any costs being incurred. All out-of-pocket costs will be billed at net. The Agency billing invoices will include a copy of the signed estimate and all vendor costs. Cost will not exceed the original signed estimate unless revised with written approval from the client. Cost savings and out-of-pocket estimates will be passed on to the client.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/10/2008

PRODUCER
RONALD F HOLEHOUSE AGCY
2126 First Avenue South
St Petersburg, FL 33712
(727)823-5551

INSURED Paradise Advertising & Marketing Inc
150 SECOND AVE N SUITE 880
ST PETERSBURG, FL 33701

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	SCOTTSDALE INSURANCE CO	
INSURER B:	NATIONWIDE INSURANCE	
INSURER C:	HOUSTON CASUALTY	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS0912006	03/02/08	03/02/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	77BA7693613001	8/25/08	8/25/09	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER PROF. LIABILITY	H707-17217	12/12/07	12/12/08	\$2,000,000 DEDUCTIBLE \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RFP-600453-08/BIC

CERTIFICATE HOLDER
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONS
1101 EAST FIRST STREET
SANFORD, FL 32771-1468

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

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

RFP NUMBER: RFP-600453-08/BJC
 RFP TITLE: Tourism Marketing Services
 DUE DATE: July 23, 2008 at 2:00 P.M.

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

Page 1 of 1

Gold & Associates, Inc. 6000-C Sawgrass Village Circle Ponte Vedra Beach, FL 32082 (904) 285-5669 – Phone (904) 285-1579 – Fax Keith D. Gold	Paradise Advertising & Marketing, Inc. 150 Second Avenue N., Ste. 800 St. Petersburg, FL 33710 (727) 821-5155 – Phone (727) 822-3722 – Fax David M. Di Maggio	Ron Sachs Communications 225 E Robinson Street, Ste. 455 Orlando, FL 32801 (407) 219-3157 – Phone (407) 219-3095 – Fax Robert O'Malley	Tomes Rabold Advertising & Design, Inc. 226 NE Sanchez Avenue Ocala, FL 34470 (866) 221-9726 – Phone (352) 622-5605 – Fax Melissa Cheshire
Monthly Cost for Tourism Marketing Services – 20% of contracted services account line (in lieu of commissions) Monthly Cost for Reimbursable expenses - \$NO CHARGE for travel expenses to service client	Monthly Cost for Tourism Marketing Services – \$10,000.00 Monthly Cost for Reimbursable expenses – \$NO CHARGE	Monthly Cost for Tourism Marketing Services – \$9,000.00 Monthly Cost for Reimbursable expenses - TBD	Monthly Cost for Tourism Marketing Services – \$6,000.00 (monthly agency retainer – negotiable) Monthly Cost for Reimbursable expenses - \$400.00 or less depending upon expenses incurred

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

- ❖ Ability, capacity and skill of the proposer to develop and implement the Seminole County Tourism Marketing Plan (20%)
- ❖ The competitiveness of the Proposer's proposed monthly cost for managing, coordinating, and leading the accomplishment of each component of the Seminole County Marketing Program (20%)
- ❖ Demonstrated ability of the Proposer to appropriately staff the implementation of each component of the Seminole County Tourism Marketing Program or demonstrated knowledge of the appropriate sub-consultants who could staff such implementation (15%)
- ❖ Proposal's fit with the County's objectives and requirements (15%)
- ❖ Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan for Seminole County (20%)
- ❖ Proposer's references relevant to these evaluation criteria (10%)

Status:

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 7/24/2008 at 9:30 AM)
 Presentations: Gold & Associates, Inc. and Paradise Advertising & Marketing, Inc. – 1101 East First Street, #3223, Sanford – 8/28/2008
 Evaluation Committee meeting: Electronic Evaluations
 Recommendation of award: Paradise Advertising & Marketing, Inc. (Posted 9/03/2008 @ 4:30 PM)
 BCC for selection and award:

**RFP-600453-08/BJC - Tourism Marketing Services
Evaluation of Proposals**

EVALUATORS	Gold & Associates, Inc.	Paradise Advertising & Marketing, Inc.	Ron Sachs Communications	Tomes Rabold Advertising & Design, Inc.
Vernon-Devlin, Susan	91	88	40	77
McDermott, William	85	99	40	76
Beach, Shani	97	85	29	74
Sears, Sharon	83	99	39	74
TOTAL POINTS	356	371	148	301
RANKING	2	1	4	3

Recommendation of Award: Paradise Advertising & Marketing, Inc.

- Excellent performance for the County and other governmental entities
- Trade show display within reasonable cost and approach
- Feasible opportunities
- Maintain similar themes and colors predominant in Seminole County with added features
- Proven success in public relations and tourism industry
- Reasonable cost for required services
- Extremely qualified staff
- Willing to take the County's copywritten slogan and incorporate new ideas
- Covers all spectrums of the tourism industry

#2: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:
I have some concerns about their willingness to implement a new marketing campaign that will not present Seminole County as a "cheap" alternative to Orlando.

#2 Total: 85

RESPONSE #3: ROR SACHS COMMUNICATIONS:

This company did not present any former CVB experience

#3: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

12

#3: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

I have concerns about this firm's lack of CVB experience.

#3: Competitiveness of the proposed cost (20%):

12

#3: Competitiveness of the proposed cost - REMARKS:

Proposed \$9,000 + monthly, not very competitive.

#3: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

0

#3: Ability to appropriately staff implementation and knowledge - REMARKS:

This appears to be a very small company (only 6 people?) 1 person for Central Florida is not sufficient.

#3: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

5

#3: Proposer's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

Not a good fit

#3 Total: 29

RESPONSE #4: TOMES RABOLD ADVERTISING & DESIGN, INC.:

Thorough RFP

#4: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

21

#4: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

Their only CVB client is a county much more rural than Seminole County.

#4: Competitiveness of the proposed cost (20%):

19

#4: Competitiveness of the proposed cost - REMARKS:

Very competitive.

#4: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

9

#4: Ability to appropriately staff implementation and knowledge - REMARKS:

Staff seems qualified however, I'm not sure this firm would be a good fit for Seminole.

#4: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

25

#4: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

The proposal was well outlined in the RFP.

#4 Total: 74

Evaluations

RFP-600453-08/BJC - Tourism Marketing Services

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

Yes

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

Yes

RESPONSE #1: GOLD & ASSOCIATES, INC.:

Very qualified agency, they appear quite capable of delivering a good product and service.

#1: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

25

#1: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

Gold & Associates has an established track record working with hospitality and CVB clients. They appear quite committed to their clients and would do a good job for Seminole County.

#1: Competitiveness of the proposed cost (20%):

18

#1: Competitiveness of the proposed cost - REMARKS:

It is not entirely clear what the overall cost would be since they used a % calculation on the marketing line item from an outdated budget document. Nevertheless, it appears they would be in line with the other proposals. The final amount would have to be negotiated.

#1: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

12

#1: Ability to appropriately staff implementation and knowledge - REMARKS:

The agency has the appropriate number of staff with a good cross section of skills to handle this account.

#1: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

30

#1: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

The agency has a better than average understanding of the Seminole County's unique challenges in the tourism area.

#1 Total:

85

RESPONSE #2: PARADISE ADVERTISING & MARKETING, INC.:

Paradise has been the agency of record for the past 3 years and has developed complete understanding and skills to deliver both products and services.

#2: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

30

#2: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

Paradise has a proven track record of performance on behalf of Seminole County. They are one of the top agencies in Florida dedicated to tourism.

#2: Competitiveness of the proposed cost (20%):

19

#2: Competitiveness of the proposed cost - REMARKS:

Although the cost is slightly higher than some of the other bids, everything is negotiable and you generally get what you pay for in this business.

#2: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

15

#2: Ability to appropriately staff implementation and knowledge - REMARKS:

Paradise has an extremely talented staff with a broad understanding of tourism marketing and promotion.

#2: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

35

#2: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:
Paradise is a well balanced agency with a complete understanding of Seminole County's unique challenges in attracting visitors to the area. They have done an outstanding job for the past three years and have shown a willingness to continue this productive relationship.

#2 Total:

99

RESPONSE #3: RON SACHS COMMUNICATIONS:

This group appears to be primarily a PR firm and has no direct CVB experience.

#3: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

15

#3: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

This organization appears to be primarily a PR operation and has no direct experience working with a TDC or CVB. They are in the image business.

#3: Competitiveness of the proposed cost (20%):

15

#3: Competitiveness of the proposed cost - REMARKS:

The proposed cost of \$9000 / month plus a TBD cost for expenses is not a competitive response.

#3: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

5

#3: Ability to appropriately staff implementation and knowledge - REMARKS:

One individual assigned to a Central Florida Office while the rest of the staff of six is in Tallahassee.

#3: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

5

#3: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

It does not fit.

#3 Total:

40

RESPONSE #4: TOMES RABOLD ADVERTISING & DESIGN, INC.:

The RFP was responsive and well done.

#4: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

20

#4: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

The primary, and only CVB client is Levy County which is a rural area very different from Seminole County.

#4: Competitiveness of the proposed cost (20%):

18

#4: Competitiveness of the proposed cost - REMARKS:

Very competitive price.

#4: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

10

#4: Ability to appropriately staff implementation and knowledge - REMARKS:

Based on the RFP response, staff appears to be well qualified to do the work on behalf of Seminole County but I still have concern about having a current single CVB client from a rural area of the State.

#4: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

28

#4: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

Approach outlined in the RFP is well done.

#4 Total:

76

Created at 8/12/2008 11:47 AM by McDermott, William
Last modified at 9/2/2008 11:32 AM by McDermott, William.

Evaluations

RFP-600453-08/BJC - Tourism Marketing Services

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

Yes

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

Yes

RESPONSE #1: GOLD & ASSOCIATES, INC.:

Experienced

#1: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

24

#1: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

They do have the ability to work within the hospitality industry from their variety of clients.

#1: Competitiveness of the proposed cost (20%):

16

#1: Competitiveness of the proposed cost - REMARKS:

I felt the annual cost was not made that clear. I appreciated the fact that they plan to make a donation to nonprofits, but would have preferred they make them to Seminole County groups.

#1: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

13

#1: Ability to appropriately staff implementation and knowledge - REMARKS:

Sufficient

#1: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

30

#1: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

yes

#1 Total:

83

RESPONSE #2: PARADISE ADVERTISING & MARKETING, INC.:

excellent presentation and well organized - easy to understand

#2: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

30

#2: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

Currently the vendor for the County and have a proven track record of representing us well and providing the product that we ask for.

#2: Competitiveness of the proposed cost (20%):

19

#2: Competitiveness of the proposed cost - REMARKS:

Their cost is slightly higher, but working with them has proven that they are negotiable and open to suggestions.

#2: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

15

#2: Ability to appropriately staff implementation and knowledge - REMARKS:

Extremely talented staff that has always been dedicated to doing a great job for the County.

#2: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

35

#2: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

Very creative ideas - willing to take our County copywritten slogan - "Florida's natural choice" and expand upon it with many fresh ideas.

#2 Total:
99

RESPONSE #3: RON SACHS COMMUNICATIONS:

No prior CVB experience

#3: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

14

#3: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

Seems to focus only on public relations.

#3: Competitiveness of the proposed cost (20%):

14

#3: Competitiveness of the proposed cost - REMARKS:

Not competitive.

#3: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

6

#3: Ability to appropriately staff implementation and knowledge - REMARKS:

Only one person assigned to the Central Florida area does not seem to be enough to meet our needs.

#3: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

5

#3: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

Does not meet our needs.

#3 Total:
39

RESPONSE #4: TOMIES RABOLD ADVERTISING & DESIGN, INC.:

Nicely done.

#4: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

21

#4: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

Only one CVB client.

#4: Competitiveness of the proposed cost (20%):

17

#4: Competitiveness of the proposed cost - REMARKS:

Competitive.

#4: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

9

#4: Ability to appropriately staff implementation and knowledge - REMARKS:

Staff appears to be qualified.

#4: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

27

#4: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

Well organized RFP.

#4 Total:
74

Evaluations

RFP-600453-08/BJC - Tourism Marketing Services

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

Yes

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

Yes

RESPONSE #1: GOLD & ASSOCIATES, INC.:
Thorough RFP.

#1: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

28

#1: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

In reviewing their other campaigns it appears this vendor has the capacity, skill and ability to develop a cohesive marketing plan for Seminole County taking into account our position in Central FL and the County's attributes. The ideas presented are fresh, vibrant and creative.

15

#1: Competitiveness of the proposed cost (20%):

15

#1: Competitiveness of the proposed cost - REMARKS:

Proposed 20% of contracted services. Costs could fluctuate.

15

#1: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

15

#1: Ability to appropriately staff implementation and knowledge - REMARKS:

Nine-person team would work with Seminole County. This is sufficient.

33

#1: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

33

#1: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

Yes

#1 Total:

91

RESPONSE #2: PARADISE ADVERTISING & MARKETING, INC.:

In depth RFP-would have liked larger samples of work

26

#2: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

26

#2: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

This is currently the vendor of record for the County. They have provided an excellent product and appear to be willing to do so in the future.

15

#2: Competitiveness of the proposed cost (20%):

15

#2: Competitiveness of the proposed cost - REMARKS:

At \$10,000 per month their costs were highest proposed, However having worked with the County, they would be able to determine what has been actually spent in the past.

15

#2: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

15

#2: Ability to appropriately staff implementation and knowledge - REMARKS:

18 Total staff at agency, 14 have previously worked with Seminole County on Tourism/Economic Development campaign.

15

#2: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

32

#2: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:
Yes, All the nuts and bolts are included:putting the pieces together for a creative new campaign could prove interesting.

#2 Total:

88

RESPONSE #3: ROH SACHS COMMUNICATIONS:

This RFP was technically correct, but lacked vision.

#3: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

15

#3: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

I am uncertain of this vendor's ability to meet the County's needs. The vendor appears to be a "fixer", repairing image and perception of its clients.

#3: Competitiveness of the proposed cost (20%):

15

#3: Competitiveness of the proposed cost - REMARKS:

Proposed \$9,000 + monthly. With uncertain budgetary issues this a firm number would need to be established.

#3: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

5

#3: Ability to appropriately staff implementation and knowledge - REMARKS:

Only 1 staffer is listed as having a direct connection to Central Florida, additionally, only 6 total listed in agency.

#3: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

5

#3: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

No.

#3 Total:

40

RESPONSE #4: TOMES RABOLD ADVERTISING & DESIGN, INC.:

The RFP was thorough

#4: Ability, capacity and skill to develop and implement the marketing plan and Proposer's references relevant to the services (30%):

20

#4: Ability, capacity and skill to develop and implement the marketing plan and Relevant References - REMARKS:

It appears that the vendor has vast experience with smaller clients and has performed well for them, but may not have the aptitude to work with Seminole County.

#4: Competitiveness of the proposed cost (20%):

15

#4: Competitiveness of the proposed cost - REMARKS:

Pricing is reasonable, but includes travel expenses.

#4: Ability to appropriately staff implementation and knowledge, including sub-consultants (15%):

12

#4: Ability to appropriately staff implementation and knowledge - REMARKS:

Total of nine staff members, all do not have proven expertise in the field of PR and marketing.

#4: Proposal's fit with County's objectives and requirements and Quality of the Proposer's outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan (35%):

30

#4: Proposal's fit with objectives and requirements and quality of the outline for the development of a comprehensive strategic media, advertising, marketing and promotional plan - REMARKS:

Yes, Approach to work is well thought out with numerous tools for research and development.

#4 Total:

77

Created at 8/1/2008 12:30 PM by Vernon-Devlin, Susan
Last modified at 8/1/2008 12:30 PM by Vernon-Devlin, Susan

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

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

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

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

County-wide

Ray Hooper

BACKGROUND:

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

On September 23, 2008, the Board approved the ranking and authorized staff to negotiate with KPFF Consulting Engineers, of Seattle, Washington, and Paul J. Ford and Company of Orlando, Florida. The Award Agreements include the negotiated rates from each firm as Exhibit C within their individual Master Agreements. The Term of these Master Agreements will be for a period of two (2) years, with two renewal periods not to exceed one (1) year each.

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

STAFF RECOMMENDATION:

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

ATTACHMENTS:

1. PS-3615-08_RTB - Award Agreement (KPFF)
2. PS-3615-08_RTB - Award Agreement (Paul J. Ford)

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

**CONSULTANT SERVICES AGREEMENT
DESIGN SERVICES FOR COMMUNICATION TOWER REPAIR AND REPLACEMENT
(PS-3615-08/RTB)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **KPFF CONSULTING ENGINEERS**, duly authorized to conduct business in the State of Florida, whose address is 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design services for communication tower repair and replacement in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish design services for communication tower repair and replacement to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

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

all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

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

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

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

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



(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two

occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement  for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

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

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

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

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders

under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value; provided, however, the COUNTY reserves the right to require retainage for Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) when the COUNTY deems it in its best interest to do so, in which case  the Work Order shall be treated as any other Work Order with retainage for payment purposes.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

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

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

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

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

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

Administrative Services
200 West County Home Road
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

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

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

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration

purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

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



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

SECTION 11. TERMINATION.

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

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

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

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

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

CONSULTANT.

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

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

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

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

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

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

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

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

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

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

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

SECTION 19. INSURANCE.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG

00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

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

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

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

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

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

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

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

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

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



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

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written

document executed with the same formality and of equal dignity herewith.

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

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



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

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

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all

statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

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

For COUNTY:



Administrative Services
200 West County Home Road
Sanford, Florida 32773

For CONSULTANT:

KPFF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, Washington 98101

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

(Signature Page Follows)

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

ATTEST:

KPFF CONSULTING ENGINEERS

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney

AEC:sjs
6/24/08, 9/2/08
P:\Users\Legal Secretary CSB\Purchasing 2008\PS-3615-08 - KPFF Consulting Engineers.doc

Attachments:

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

Seminole County, Florida Tower Replacement Project Scope of Work:

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

Project requirements and objectives:

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

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

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

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

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

Seminole County communication towers are located at the following sites:

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

Tower Loading shall be as follows:

The following items shall be attached to the tower:

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

Sanford Courthouse:

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

Geneva:

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

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

Chuluota:

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

Altamonte Springs:

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

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

WORK ORDER

Work Order Number: _____

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

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds
- retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within _____ calendar days from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

(Procurement Analyst)

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

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

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

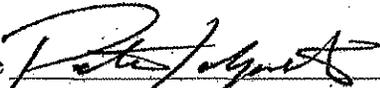
**KPFF Consulting Engineers
Rate Schedule
October 2008**

<u>Classification</u>	<u>Direct Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Principal	51.00	2.90	147.90
Department Manager	55.00	2.90	159.50
Senior Project Manager	50.00	2.90	145.00
Project Engineer	33.00	2.90	95.70
Structural Engineer	29.00	2.90	84.10
CAD Technician	30.00	2.90	87.00
Administrative	22.00	2.90	63.80

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-3015-08 -RTB* are accurate, complete, and current as of 10/10/08 (Date)**. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm KPFF CONSULTING ENGINEERS

Signature 

Name PETER LUNDQUIST

Title ASSOCIATE

Date of execution*** 10/9/08

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

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

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

(End of certificate)

**CONSULTANT SERVICES AGREEMENT
DESIGN SERVICES FOR COMMUNICATION TOWER REPAIR AND REPLACEMENT
(PS-3615-08/RTB)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PAUL J. FORD AND COMPANY**, duly authorized to conduct business in the State of Florida, whose address is 3670 Maguire Blvd., Suite 250, Orlando, Florida 32803-3026, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design services for communication tower repair and replacement in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish design services for communication tower repair and replacement to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

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

all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

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

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

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

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



(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two

occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

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

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

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

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders

under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value; provided, however, the COUNTY reserves the right to require retainage for Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) when the COUNTY deems it in its best interest to do so, in which case the Work Order shall be treated as any other Work Order with retainage for payment purposes.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

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

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

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

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

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

Administrative Services
200 West County Home Road
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

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

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

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes

and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

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



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

SECTION 11. TERMINATION.

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

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

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

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

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

CONSULTANT.

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

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

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

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

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

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

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

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

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

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of

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

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

SECTION 19. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard

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

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

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

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

(2) Commercial General Liability.

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

elimination of coverage for Fire Damage Legal Liability.

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

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

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

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

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

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

of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in

writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

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

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

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the

parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

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

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

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

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

shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

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

For COUNTY:

Administrative Services
200 West County Home Road
Sanford, Florida 32773

For CONSULTANT:

Paul J. Ford and Company
3670 Maguire Blvd., Suite 250
Orlando, Florida 32803-3026



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

(Signature Page Follows)

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

ATTEST:

Paul J. Ford and Company

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney

AEC:sjs
6/24/08, 9/2/08
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Attachments:

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

Seminole County, Florida Tower Replacement Project Scope of Work:

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

Project requirements and objectives:

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

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

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

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

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

Seminole County communication towers are located at the following sites:

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

Tower Loading shall be as follows:

The following items shall be attached to the tower:

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

Sanford Courthouse:

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

Geneva:

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

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

Chuluota:

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

Altamonte Springs:

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

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

WORK ORDER

Work Order Number: _____

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

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds
- retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within calendar days from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

(Procurement Analyst)

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

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

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



October 9, 2008

Mr. Robert T. Bradley
 Procurement Analyst
 Seminole County
 1101 E. First Street
 Sanford, FL 32771-1468

Re: PS-3615-08/RTB – Design Services for Communication Tower and Replacement
 Seminole County, Florida

Dear Mr. Bradley:

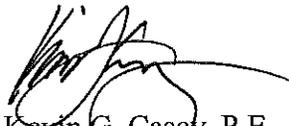
Our hourly rates of this continuing services contract will be as follows:

Position	Hourly Rate	Multiplier	Rate
Principal	\$82.76	2.90	\$240
Department Manager	\$62.07	2.90	\$180
Sr. Project Manager	\$58.62	2.90	\$170
Project Manager	\$51.72	2.90	\$150
Project Engineer	\$43.10	2.90	\$125
Structural Engineer	\$34.48	2.90	\$100
CAD Technician	\$32.76	2.90	\$95
Administrative	\$24.14	2.90	\$70

Base Rate	1.00
Overhead and Fringe	<u>1.62</u>
Subtotal	2.62
Profit (11%)	<u>0.28</u>
Total Multiplier	2.90

Thanks for the opportunity to serve you and please call us anytime if you have any questions.

Sincerely,
 PAUL J. FORD AND COMPANY


 Kevin G. Casey, P.E.
 Vice President


 Nicholas Manson, E.I.
 Project Manager

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-3615 - 08 * are accurate, complete, and current as of OCTOBER 9, 2008 (Date)**. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm PAUL J. FORD AND COMPANY

Signature Nicholas Manson

Name NICHOLAS MANSON

Title PROJECT MANAGER

Date of execution*** 10/9/08

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

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

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

(End of certificate)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Substantial Amendment to the 2008-2009 One-Year Action Plan of the 2005-2009 Consolidated Plan, Constituting an Application for Funding under HUD's Neighborhood Stabilization Program (NSP)

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Joe Forte

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve an amendment to the 2008-2009 One-Year Action Plan of the 2005-2009 Consolidated Plan, adding the Neighborhood Stabilization Program (NSP) funding of \$7,019,514.00 from the U.S. Department of Housing and Urban Development (HUD) to address the high incidence and predicted foreclosure rate of identified areas of Seminole County.

County-wide

Buddy Balagia

BACKGROUND:

In September 2008, HUD notified Seminole County of its eligibility for additional Community Development Block Grant (CDBG) Program funding in the amount of \$7,019,514. The funding is an entitlement grant under the new Neighborhood Stabilization Program (NSP), which is designed to address areas affected by the high incidence of foreclosure.

Funding is formulated on the recent high foreclosure rate, the 18-month predicted foreclosure rate, and the incidence of high cost (sub-prime) mortgages in the area. Activities funded under the NSP are expected to address the areas most affected by foreclosure.

Based upon available data, provided by both the Multiple Listing Service (MLS) and HUD, County staff proposes the following activities, as defined in the NSP regulations:

- Soft 2nd Mortgage Loan Assistance
- Acquisition, rehabilitation, and resale
- Acquisition, rehabilitation, and rental
- Housing counseling
- Administration (10% of total funding)

All NSP funding must assist households with incomes not exceeding 120% of the area median income, and 25% of the funds must assist households with incomes not exceeding 50% of the median. Assisted units must be located in areas of high risk of foreclosure (see maps in attached Amendment).

Staff plans to issue a Request for Proposals (RFP) in January 2009 to solicit proposals from

potential partners (non-profit and for-profit agencies are eligible). All NSP funds must be fully committed (either spent or encumbered in purchase contracts or rehabilitation contracts) within 18 months of funding. Funding is expected to be approved by mid-January 2009. It is anticipated that more than one (1) partner will be required to implement the NSP activities.

The Amendment to the Action Plan is attached for Board approval. The Amendment was posted on the County's web site, as required, for fifteen (15) days for public comment, and all comments will be presented to the Board by the approval date.

STAFF RECOMMENDATION:

Approve an amendment to the 2008-2009 One-Year Action Plan of the 2005-2009 Consolidated Plan, adding the Neighborhood Stabilization Program (NSP) funding of \$7,019,514.00 from the U.S. Department of Housing and Urban Development (HUD) to address the high incidence and predicted foreclosure rate of identified areas of Seminole County.

ATTACHMENTS:

1. Substantial Amendment
2. CPMP Annual Action Plan - Form SF 424

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY

NEIGHBORHOOD STABILIZATION PROGRAM

SUBSTANTIAL AMENDMENT

Jurisdiction: <i>Seminole County, FL</i> Jurisdiction Web Address: <i>www.seminolecountyfl.gov</i>	NSP Contact Person: <i>Buddy Balagia</i> Address: <i>534 W. Lake Mary Blvd.</i> <i>Sanford, FL 32773</i> Telephone: <i>407-665-2389</i> Fax: <i>407-665-2399</i> Email: <i>bbalagia@seminolecountyfl.gov</i>
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A. AREAS OF GREATEST NEED

Provide summary needs data identifying the geographic areas of greatest need in the grantee’s jurisdiction.

Note: An NSP substantial amendment must include the needs of the entire jurisdiction(s) covered by the program; states must include the needs of communities receiving their own NSP allocation. To include the needs of an entitlement community, the State may either incorporate an entitlement jurisdiction’s consolidated plan and NSP needs by reference and hyperlink on the Internet, or state the needs for that jurisdiction in the State’s own plan. The lead entity for a joint program may likewise incorporate the consolidated plan and needs of other participating entitlement jurisdictions’ consolidated plans by reference and hyperlink or state the needs for each jurisdiction in the lead entity’s own plan.

HUD has developed a foreclosure and abandonment risk score to assist grantees in targeting the areas of greatest need within their jurisdictions. Grantees may wish to consult this data [LINK – to HUD USER data], in developing this section of the Substantial Amendment.

Response:

In order to identify the geographic areas with the greatest need within the county, the past foreclosure data was obtained and broken down by city and neighborhood/condominium complex. The neighborhoods and condominium complexes experiencing the largest share of past foreclosures were identified. The past foreclosure data parallels the HUD NSP Foreclosure Census Track risk data downloaded from the HUD Website.

Based on the NSP established criteria, Seminole County will initially target the areas identified with “Estimated Foreclosure Abandonment Risk Scores” of 10 and 9. Even though a small percentage of the selected census tracks are not identified as low or moderate income eligible; any homes selected for acquisition will be in foreclosure impacted “middle income” neighborhoods.

The geographic areas of Seminole County most impacted by foreclosure between August 1, 2007 and September 30, 2008, are broken down by place and home type, as follows:

TABLE 1- Number of Home Foreclosures between August 1, 2007 and September 30, 2008 on Homes with a Last Sales Price of \$250,000 and below.

<i>Post Office Location</i>	<i>No. of Foreclosed Single Family Homes per MLS Data</i>	<i>No. of Foreclosed Condos per MLS Data</i>	<i>Total Number of Foreclosures</i>
<i>Sanford</i>	<i>596</i>	<i>50</i>	<i>646</i>
<i>Altamonte Springs</i>	<i>278</i>	<i>343</i>	<i>621</i>
<i>Oviedo</i>	<i>250</i>	<i>92</i>	<i>342</i>
<i>Longwood</i>	<i>242</i>	<i>91</i>	<i>333</i>
<i>Winter Springs</i>	<i>251</i>	<i>13</i>	<i>264</i>
<i>Casselberry</i>	<i>219</i>	<i>35</i>	<i>254</i>
<i>Lake Mary</i>	<i>160</i>	<i>85</i>	<i>245</i>
<i>Chuluota</i>	<i>36</i>	<i>0</i>	<i>36</i>
<i>Fern Park</i>	<i>18</i>	<i>1</i>	<i>19</i>
<i>Geneva</i>	<i>13</i>	<i>0</i>	<i>13</i>
<i>Heathrow</i>	<i>3</i>	<i>1</i>	<i>4</i>
<i>Lake Monroe</i>	<i>1</i>	<i>0</i>	<i>1</i>
<i>Total</i>	<i>2,067</i>	<i>711</i>	<i>2,778</i>

Neighborhoods are further broken down as follows (only neighborhoods with 8 or more foreclosures are included):

TABLE 2

<i>POST OFFICE LOCATION</i>	<i>NEIGHBORHOODS</i>	<i>No. of Foreclosed Homes per MLS Data</i>
<i>Sanford</i>	<i>SOUTH OF DOWNTOWN</i>	<i>35</i>
	<i>DREAM WORLD</i>	<i>27</i>
	<i>CELERY LAKES</i>	<i>22</i>
	<i>MAGNOLIA CLUB</i>	<i>15</i>
	<i>COUNTY CLUB MANOR</i>	<i>13</i>
	<i>WOODMERE PARK</i>	<i>13</i>
	<i>RETREAT @ TWIN LAKES</i>	<i>11</i>
	<i>PLACID WOODS</i>	<i>11</i>
	<i>PALM POINT</i>	<i>10</i>
	<i>BUENA VISTA ESTATES</i>	<i>9</i>
	<i>CELERY KEY</i>	<i>8</i>
	<i>WOODRUFFS</i>	<i>8</i>

POST OFFICE LOCATION	NEIGHBORHOODS	No. of Foreclosed Homes per MLS Data
	<i>BEL-AIRE</i>	8
	<i>BAKERS CROSSING</i>	8
	<i>BRYNHAVEN</i>	8
	<i>SUNLAND ESTATES</i>	8
	<i>PRESERVE @ LAKE MONROE</i>	8
	<i>PLACID LAKES</i>	8
<i>Altamonte Springs</i>	<i>SAN LANDO/SAN LANDO SPRINGS</i>	39
	<i>WEATHERSFIELD</i>	19
	<i>OAKLAND HILLS/VILLAGE</i>	14
	<i>LAKE HARRIET ESTATES</i>	10
	<i>GRANADA SOUTH</i>	9
<i>Winter Springs</i>	<i>NORTH ORLANDO/TERRACE/RANCHES</i>	23
	<i>WILDWOOD</i>	15
	<i>DEER SONG</i>	9
<i>Oviedo</i>	<i>ALAFAYA WOODS</i>	21
<i>Longwood</i>	<i>LONGDALE</i>	19
<i>Casselberry</i>	<i>CAMALOT</i>	17
	<i>HEFTLER HOMES</i>	9
	<i>DEVON PLACE</i>	8
<i>Lake Mary</i>	<i>EGRETS LANDING</i>	8
<i>Chuluota</i>	<i>NORTH CHULUOTA</i>	20

Although the following table depicts the impact of recent foreclosures upon some condominium developments in Seminole County as relatively severe, the County will avoid purchasing condominiums for resale or rent due to the following reasons:

- The required maintenance fee is often excessive, and many have no reasonable annual cap increases.*
- At times, a condominium complex will impose special assessments in addition to the monthly/annual maintenance fee, when unusual damage occurs or their working capital runs low, caused in part, by the non-payment of assessments and maintenance fees by distressed unit owners. This can be an unbearable burden for lower income owners.*
- In condominium developments experiencing numerous foreclosures, the above two issues are exacerbated.*

TABLE 3

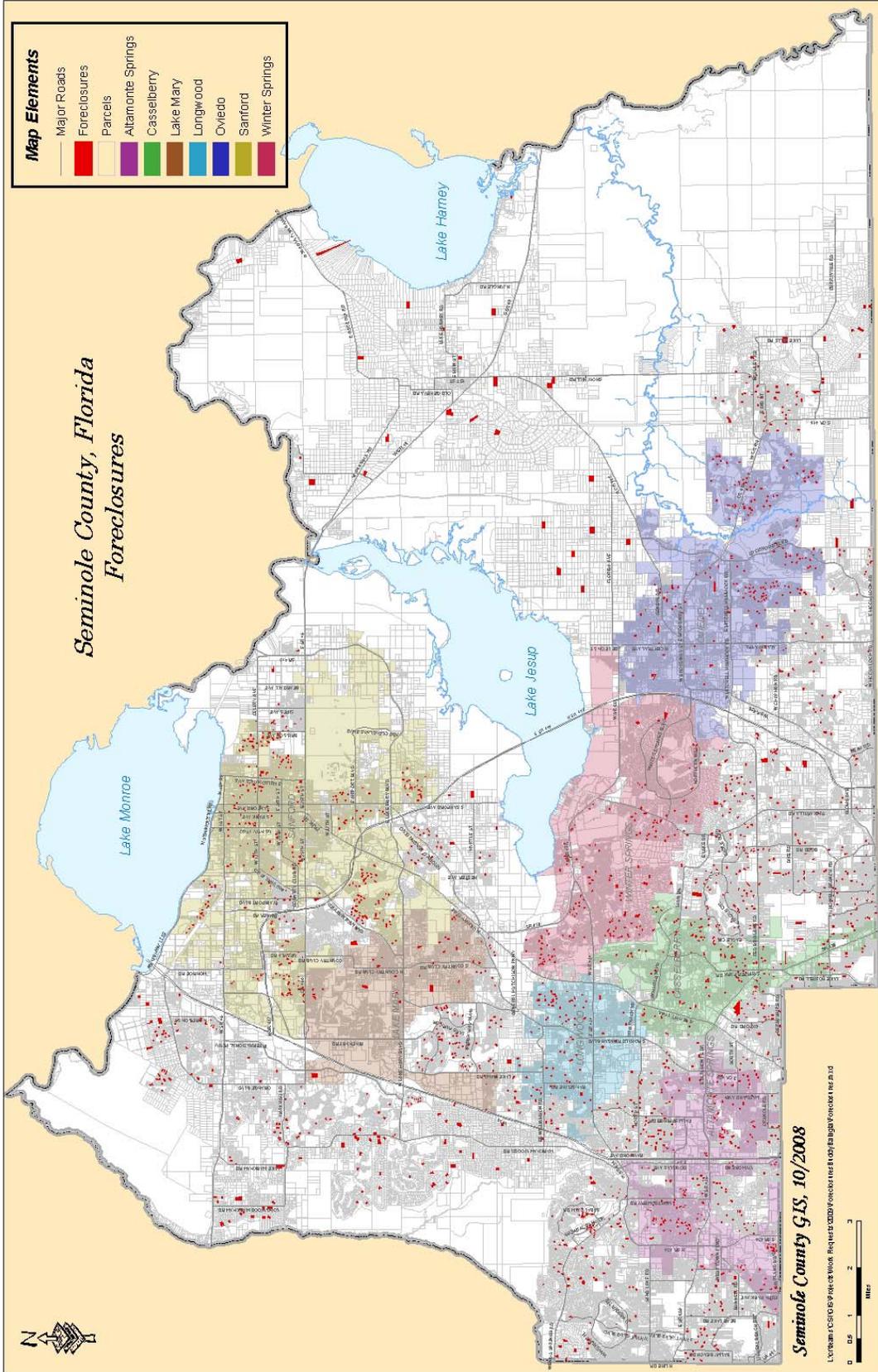
CONDOMINIUM	POST OFFICE LOCATION	No. of Foreclosed Condos per MLS Data
VILLAS @ LAKESIDE	Oviedo	91
SABAL POINT	Longwood	60
REGENCY PARK @ LAKE MARY	Lake Mary	58
CRESENT PLACE	Altamonte Springs	55
LAKewood PARK	Altamonte Springs	53
BONA VISTA	Altamonte Springs	33
OASIS AT PEARL LAKE	Altamonte Springs	23
WATERSIDE CRANES ROOST	Altamonte Springs	22
THE LANDINGS	Altamonte Springs	20
HIDDEN SPRINGS	Altamonte Springs	14
STONE CREEK @ WEKIVA	Altamonte Springs	14
NOTTING HILL	Lake Mary	13
CABANA KEY	Casselberry	13
WINDSOR @ SABAL WALK	Longwood	12
ARBOR LAKES	Sanford	12
BRANTLEY TERRACE	Altamonte Springs	11
COUNTRY WALK	Altamonte Springs	10
FLAGSHIP PARK	Sanford	10
OXFORD SQUARE	Casselberry	10

In addition to the above information, Tables 4 and 5 listed in Exhibit A show the projected impact along with the high cost loan rate and the predicted 18-month foreclosure rate. (Note that “risk scores” are assigned to these areas, and these risk scores [highest to lowest, 10 through 9] are grouped for each table.) All Block Groups with a risk factor of 10 and 9 are listed.

Map 1 depicts the past foreclosure data detail that was summarized in Tables 1 through 3.

Map 2 depicts the impact of foreclosures upon isolated Census Tracts/Block Groups within the County for all areas with Estimated Foreclosure Abandonment Risk Scores of 9 and 10.

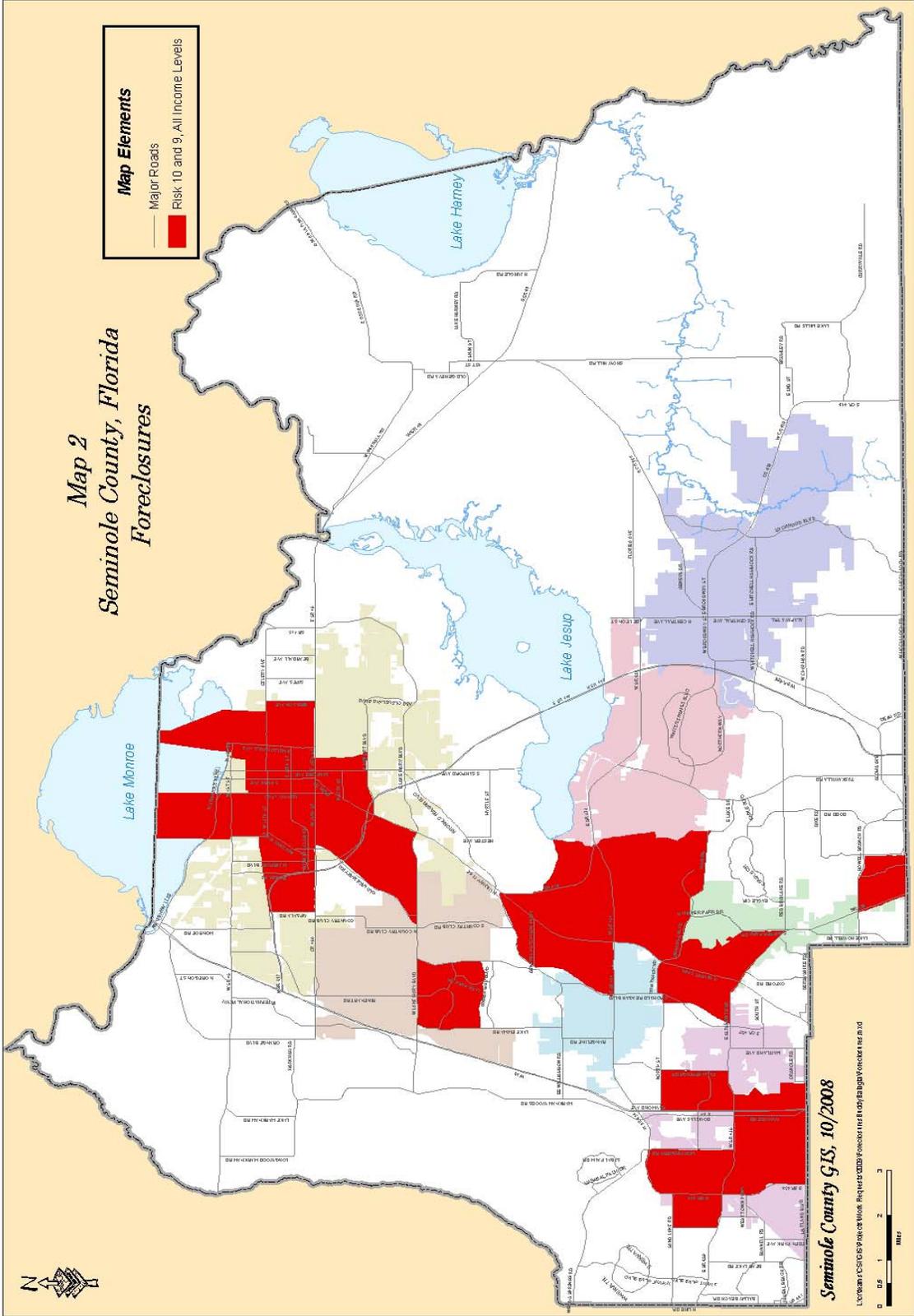
Map 3 depicts the impact of foreclosures upon isolated low/moderate income Census Tracts/Block Groups within the County for those areas with Estimated Foreclosure Abandonment Risk Scores of 9 and 10.



Map 2 Seminole County, Florida Foreclosures

Map Elements

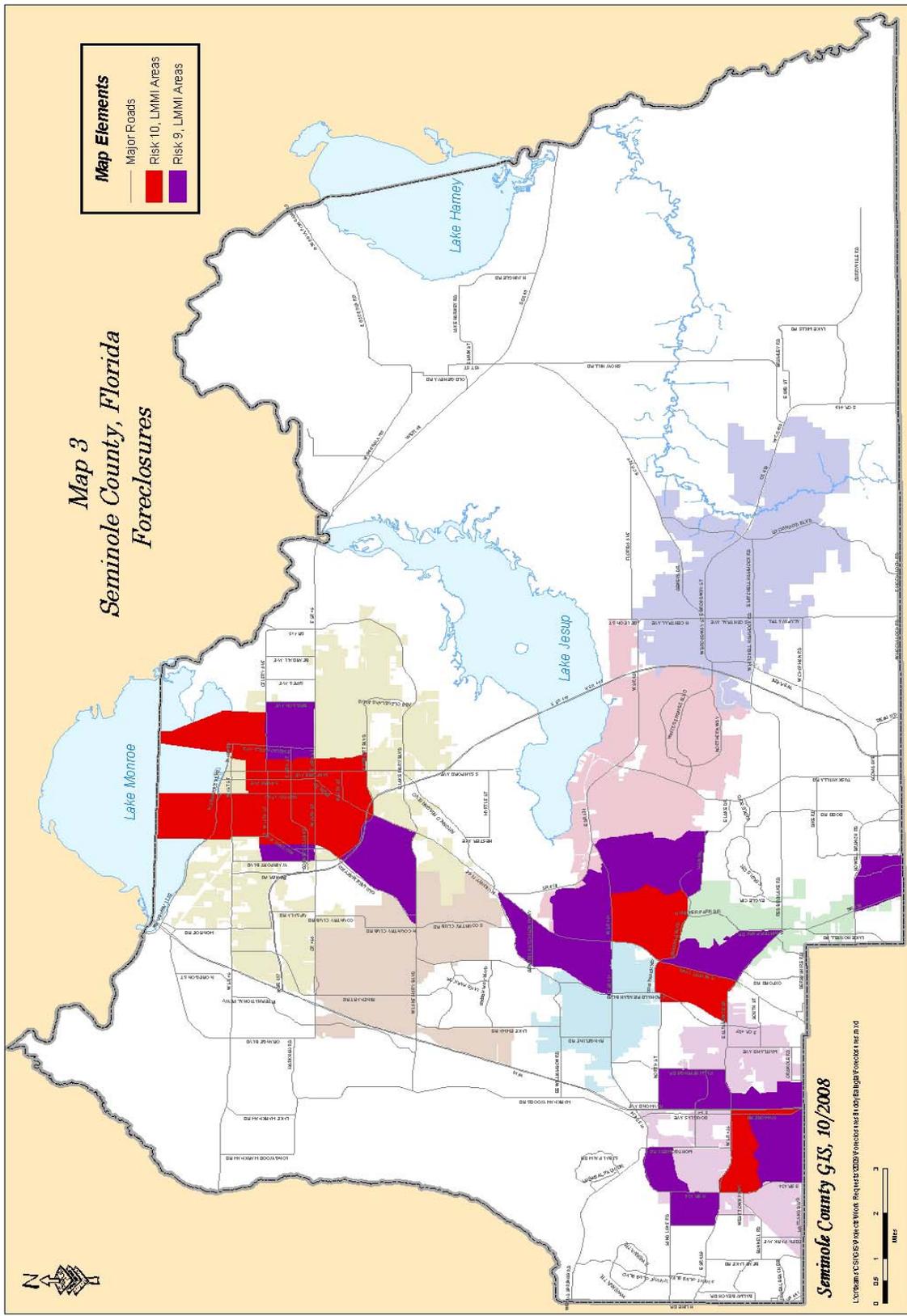
- Major Roads
- Risk 10 and 9, All Income Levels



Map 3 Seminole County, Florida Foreclosures

Map Elements

- Major Roads
- Risk 10, LMMI Areas
- Risk 9, LMMI Areas



B. DISTRIBUTION AND USES OF FUNDS

Provide a narrative describing how the distribution and uses of the grantee’s NSP funds will meet the requirements of Section 2301(c) (2) of HERA that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures. *Note:* The grantee’s narrative must address these three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

Response:

The use of NSP funds will be restricted to certain areas most impacted by foreclosures. Block groups depicted in Appendix A (Tables 4 and 5) show those areas with Estimated Foreclosure Abandonment Risk Scores of 10 and 9. These areas are also predicted to be affected with relatively high foreclosure rates (6.66% through 11.9%) and have high cost loan rates of between 28.7% and 53.8%. All of these areas are forecasted to be highly affected by foreclosures for the next 18 month and will be targeted for NSP funds.

The vast majority of Census Tracts/Block Groups (CT/BGs) within the City of Sanford are predominantly minority in population, most particularly African-Americans. It has been reported that this population, along with other minority populations, seems to be more affected by the predominance of subprime mortgage loans, locally as well as nationally. Many of these mortgages, as well as many of those in other highly impacted areas, may have been secured during the heavy increase in housing market activity between 2002 and 2006.

*The following Census Tracts characterized by foreclosure problems (among those found in Tables 4 and 5) are also characterized by a predominance of **low and moderate** income (i.e., not necessarily “middle income”) households, and many contain long-term CDBG “target areas”:*

TABLE 6

<i>Casselberry city</i>	<i>022001</i>
<i>Sanford city</i>	<i>020102</i>
	<i>020201</i>
	<i>020202</i>
	<i>020301</i>
	<i>020302</i>
	<i>020401</i>
	<i>020402</i>
	<i>020500</i>
	<i>020901</i>
	<i>020902</i>

•

C. DEFINITIONS AND DESCRIPTIONS

(1) Definition of “blighted structure” in context of state or local law.

Response:

A “blighted structure” is one which exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and/or public welfare. This definition is not applicable to the Seminole County NSP (no NSP activities will be used to demolish blighted structures or to rehabilitate blighted structures).

(2) Definition of “affordable rents.” **Note:** Grantees may use the definition they have adopted for their CDBG program but should review their existing definition to ensure compliance with NSP program –specific requirements such as continued affordability.

Response:

For units set aside for low or moderate income households, affordable rents will not exceed the established and current Fair Market Rent (FMR), as posted on www.hud.gov, less the current, appropriate, and respective Utility Allowance, as established by the Seminole County Housing Authority. For units set aside for extremely low income households (households with incomes not exceeding 30% of the area median income), affordable rents will not exceed 75% of the established and current Low HOME Rent (as applicable to the HOME Program), as posted on www.hud.gov, less the current, appropriate, and respective Utility Allowance, as established by the Seminole County Housing Authority.

(3) Describe how the grantee will ensure continued affordability for NSP assisted housing.

Response:

For each housing unit assisted, a twenty-year Restrictive Use Covenant will be imposed to guarantee affordability. The Covenant will ensure that, either all subsequent purchasers of assisted units are income-eligible or, if any subsequent purchasers of the unit are not income-eligible, the amount of assistance will be recaptured at resale.

(4) Describe housing rehabilitation standards that will apply to NSP assisted activities.

Response:

The HOME Housing Rehabilitation Standards will be used in the NSP. See Exhibit B.

D. LOW INCOME TARGETING

Identify the estimated amount of funds appropriated or otherwise made available under the NSP to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50 percent of area median income: \$2,213,650 (31.54% of the total grant allocation).

Note: At least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50 percent of area median income.

Response:

The following table Identifies the estimated amount of NSP funds to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50 percent of area median income:

Activity	Low Income Households Targeted	% Low Income Served
<i>Soft 2nd Mortgage Loan Assistance</i>	2	3.7
<i>Purchase, Rehabilitate, and Rent</i>	17	94
<i>Purchase, Rehabilitate, and Resale</i>	2	10
Total	21	22.8

The following table depicts the amount of funds estimated to be spent to assist low income households:

Activity	Funding for Low Income Households	% Spent on Low Income
<i>Soft 2nd Mortgage Loan Assistance</i>	\$160,200	10.6
<i>Purchase, Rehabilitate, and Rent</i>	\$1,700,000	94.4
<i>Purchase, Rehabilitate, and Resale</i>	\$300,200	10
Total	\$2,160,400	30.8

The following table depicts the number of NSP affordable housing units expected to be made available to LMMI households, by activity and income level:

<i>Activity</i>	<i>Low Income</i>	<i>Moderate Income</i>	<i>Middle Income</i>
<i>Soft 2nd Mortgage Loan Assistance</i>	2	10	42
<i>Purchase, Rehabilitate, and Rent</i>	17	1	0
<i>Purchase, Rehabilitate, and Resale</i>	2	3	15
<i>Total</i>	21	14	57

E. ACQUISITIONS & RELOCATION

Indicate whether grantee intends to demolish or convert any low- and moderate-income dwelling units (i.e., $\leq 80\%$ of area median income).

If so, include:

- The number of low- and moderate-income dwelling units—i.e., $\leq 80\%$ of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities.
- The number of NSP affordable housing units made available to low-, moderate-, and middle-income households—i.e., $\leq 120\%$ of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion).
- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income.

Response:

No housing units are expected to be demolished with NSP funding in Seminole County.

F. PUBLIC COMMENT

Provide a summary of public comments received to the proposed NSP Substantial Amendment.

Note: The proposed action plan amendment was posted on the County’s web-site under the “Announcements” section for a period of 15 days (October 23rd through November 7th). A display ad was placed in the Orlando Sentinel (Seminole Zone) on October 23rd.

Response:

- 1) *Several realtors commented that there is a great need for purchase assistance subsidies, similar to the SHIP Purchase Assistance Program, to assist first-time homebuyers in purchasing a home.*

- 2) *Local Housing Authority – Commented that NSP funds should be utilized to:*
 - *Procure and rent multifamily units.*
 - *Procure and rent single family homes.*
 - *Procure single family homes for a “rent to own” program using housing choice vouchers as mortgage leverage.*
 - *Fund a purchase assistance subsidy to lower the required first mortgage of the homebuyer and use the homebuyer’s housing choice voucher to make payments on the first mortgage.*
 - *Include funding for the construction of rental units on vacant land.*

- 3) *Local Mortgage Broker – Commented that NSP funds (\$7 million) should be combined with funds provided by hedge funds and other private investors (\$25 million) to establish a \$32 million fund to:*
 - *Procure, rehabilitate, and resell foreclosed homes to approximately 925 moderate and middle income buyers.*
 - *Procure two complete complexes (one apartment building and one condo conversion) and rent approximately 196 of the units to low income individuals.*

The following shows a projected timeline of the tasks and milestones for the NSP:

Task	Projected Date
<i>Issuing approval letters for the Soft 2nd Mortgage Loan Assistance activity to clients on the SHIP Purchase Assistance Waiting List</i>	<i>January 2, 2009</i>
<i>Issue NOFA for all activities</i>	<i>January 4, 2009</i>
<i>Make proposal format available to interested parties</i>	<i>January 5, 2009</i>
<i>Proposals due from interested parties</i>	<i>February 20, 2009</i>
<i>Review team meets to develop funding recommendations</i>	<i>March 6, 2009</i>
<i>Develop funding agreements</i>	<i>March 24, 2009</i>
<i>Approach Board of County Commissioners to execute funding agreements</i>	<i>April 28, 2009</i>
<i>Issue Notices to Proceed to funded subrecipients (activities commence)</i>	<i>April 29, 2009</i>
<i>Kick-off meetings with funded subrecipients</i>	<i>April 29, 2009</i>
<i>10% of projected housing units acquired</i>	<i>May 31, 2009</i>
<i>25% of projected housing units acquired</i>	<i>June 30, 2009</i>
<i>50% of projected housing units acquired</i>	<i>September 30, 2009</i>
<i>100% of projected housing units acquired</i>	<i>December 31, 2009</i>
<i>100% of units sold/rented</i>	<i>June 30, 2010</i>

G. NSP INFORMATION BY ACTIVITY

(1) Activity Name:

Soft 2nd Mortgage Loan Assistance.

(2) Activity Type:

NSP-eligible use: *(A) Establish financing mechanisms for purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-second, loan loss reserves, and shared-equity loans for low and moderate income homebuyers.*

CDBG-eligible activity: *24 CFR 570.201 (n)*

(3) National Objective:

Benefit to low, moderate, and middle income persons, as defined in the NSP Notice.

(4) Projected Start Date: *January 2, 2009.*

(5) Projected End Date: *December 31, 2013.*

(6) Responsible Organization:

*Seminole County will administer and/or oversee one or more local subrecipients to administer and implement the Soft 2nd Mortgage Loan Assistance Activity. It is not known at the time of the submittal of the substantial amendment which firm(s), if any, will assist Seminole County in this activity. A Notice of Funding Availability (NOFA), if necessary, will be issued in January 2009 to procure services to assist the county in implementing this activity. It is anticipated that proposals will be accepted until March 6, 2009, and funding award(s) is anticipated to be made during April 2009. At that time, the activity will commence immediately. **Note: The SHIP Program Purchase Assistance waiting list will be used to provide clients to this activity.***

(NSP contact information can be found on page 1)

(7) Location Description:

Assisted housing units will be limited to neighborhoods within the CT/BGs depicted on Tables 4 and 5 (Appendix A). See Map 2.

(8) Activity Description:

This activity addresses the decrease in the amount of homeownership due to foreclosures, and will assist LMMI households in purchasing a home.

Low, moderate, and middle income households will be assisted to obtain homeownership. For each household assisted, a 0% deferred payment loan will be provided to fill the gap between a home's purchase price and the applicant's private mortgage loan commitment. The amount of 0% deferred payment loan will be based on each applicant's income and calculated by utilizing a front-end mortgage debt ratio of between 24% and 30%,

depending on income category, and a total debt ratio of 41%. The maximum assistance will be limited to the amounts outlined in subsection J.

Additionally, a twenty-year Restrictive Use Covenant will be imposed on each purchased housing unit to guarantee affordability. During the affordability period, \$40,000 of each 0% deferred payment loan, or the entire loan amount if it is less than \$40,000, will be forgiven at the end of ten years. The Covenant will ensure that, either all subsequent purchasers of assisted units are income-eligible or, if any subsequent purchasers of the unit are not income-eligible, the total amount of assistance will be recaptured at resale. If the subsequent purchaser is income-eligible, the unforgiven portion of the 0% deferred payment loan will be recaptured at resale. Housing counseling for participating households will be included in this activity.

To ensure continued affordability, substantial subsidies are used to reduce the balance of the mortgage on the purchased unit. This, with responsible underwriting, will provided assisted households with affordable monthly payments (PITI). It is anticipated that the following affordability thresholds will be used with this activity, to an adequate payment-to-income ratio to lessen the impact of the housing payment on the household budget:

Income Category	PITI-to-Income Ratio (Front-end Ratio)	Total Debt-to-Income Ratio (Back-end Ratio)
Low	24-27%	41%
Moderate	27-30%	41%
Middle	28-30%	41%

Requiring a lower front-end threshold for low income home buyers will better enable them to budget discretionary funding to anticipate, budget for, and handle incipient and maintenance issues.

All units will be purchased at least 15% below the current market appraised value.

I. Total Budget:

NSP funds: \$1,510,000
Leveraged mortgages: \$6,500,000

J. Performance Measures:

Soft 2nd Mortgage Loan assistance will be provided as follows:

Income Category	Maximum Award Amount	Est. # of Assisted Households
Low	\$80,000	2
Moderate	\$50,000	10
Middle	\$20,000	42

It is estimated that \$160,000, or 10.6% of the funding for this activity will be used to assist households with incomes not exceeding 50% of the area median income.

(1) Activity Name:
Purchase, Rehabilitate, and Rent.

(2) Activity Type:
NSP-eligible use: (B) Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.

CDBG-eligible activity: 24 CFR 570.201 (n)

(3) National Objective:
Benefit to low, moderate, and middle income persons, as defined in the NSP Notice.

(4) Projected Start Date: *January 2, 2009.*

(5) Projected End Date: *December 31, 2013.*

(6) Responsible Organization:
Seminole County will oversee one or more local subrecipients to administer and implement the Purchase, Rehabilitate, and Rent Activity. It is not known at the time of the submittal of the substantial amendment which firm(s) will be used for this purpose. A Notice of Funding Availability (NOFA) will be issued in January 2009 to procure services to implement this activity. It is anticipated that proposals will be accepted until March 6, 2009, and funding award(s) is anticipated to be made during April 2009. At that time, the activity will commence immediately.

(NSP contact information can be found on page 1)

(7) Location Description:
Assisted housing units will be limited to neighborhoods within the CT/BGs depicted on Tables 4 and 5. See Map 2.

(8) Activity Description:
It is understood that the households with the greatest need for housing affordability are low income households. These households are least likely to be able to afford owner housing, without substantially heavy subsidies. It is also understood that many low income households are not ready to purchase their own home because of issues of credit, the presumed lack of family homeownership, and discretionary budget funding. For this reason this activity will assist only low income renter households. The difference between NSP fund cash outlay and the amount of private mortgage financing the resale of the property will be secured by a Restrictive Use Covenant. Program income generated by resales will be used to continue this activity until funds are depleted.

Rehabilitation activities will only be used on housing units needing rehabilitation. Units requiring substantial rehabilitation will not be purchased under this activity.

For each housing unit purchased, a twenty-year Restrictive Use Covenant will be imposed on each unit to guarantee affordability. The Covenant will ensure that all tenants of each assisted unit will be low income at the time of initial occupancy during the affordability period.

All units will be purchased, on average, at least 15% below the current market appraised value.

I. Total Budget:

<i>NSP funds:</i>	<i>\$1,800,000</i>
<i>Leveraged mortgages:</i>	<i>\$ 900,000</i>

J. Performance Measures

*It is estimated that approximately 18 units will be purchased and offered for rent under this activity. This will leverage an additional \$900,000 in private mortgage and SHIP Program funding to leverage the NSP funding. This activity will provide housing primarily for low income households (households that are 50 percent of area median income and below); however, a minimum of three (3) units will be set aside for low income households with incomes not exceeding 30% of the area median income. As the 25% low income threshold set-aside is met, rental housing units may be provided for moderate income households. **Note: In addition to private mortgages, SHIP Program funds may also be considered for utilization.***

(1) Activity Name:

Purchase, Rehabilitate, and Resale.

(2) Activity Type:

NSP-eligible use: *(B) Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.*

CDBG-eligible activity: *24 CFR 570.201 (n)*

(3) National Objective:

Benefit to low, moderate, and middle income persons, as defined in the NSP Notice.

(4) Projected Start Date: *January 2, 2009.*

(5) Projected End Date: *December 31, 2013.*

(6) Responsible Organization:

Seminole County will oversee one or more local subrecipients to administer and implement the Purchase, Rehabilitate, and Resale Activity. It is not known at the time of the submittal of the substantial amendment which firm(s) will be used for this purpose. A Notice of Funding Availability (NOFA) will be issued in January 2009 to procure services to implement this activity. It is anticipated that proposals will be accepted until March 6, 2009, and funding award(s) is anticipated to be made during April 2009. At that time, the activity will commence immediately.

(NSP contact information can be found on page 1)

(7) Location Description:

Assisted housing units will be limited to neighborhoods within the CT/BGs depicted on Tables 4 and 5. See Map 2.

(8) Activity Description:

In this activity, housing units will be purchased, rehabilitated (if necessary), and resold to income-eligible home buyers. Since low income households are presumed to have the most difficulty with both home purchase and home maintenance, minimal targeting of low income households will be made with this activity. Housing counseling for participating households will be included in this activity.

Low, moderate, and middle income households will be assisted to obtain homeownership. It is anticipated that an average \$150,000 in NSP funds will be used to purchase and rehabilitate each unit. The housing units will then be resold to income-eligible home buyers at a discounted price. The difference between NSP fund cash outlay and the

(1) Activity Name:

Planning and Administration

(2) Activity Type:

NSP-eligible use: 24 CFR 570.205 and 206.

(3) National Objective: N/A

(4) Projected Start Date: September 29, 2009

(5) Projected End Date: *December 31, 2013.*

(6) Responsible Organization:

*Seminole County Community Assistance Division,
Community Development Office,
534 West Lake Mary Blvd.,
Sanford, FL 32773-7400*

(7) Location Description:

*Seminole County Community Assistance Division,
Community Development Office,
534 West Lake Mary Blvd.,
Sanford, FL 32773-7400*

(8) Activity Description:

NSP funds will be used to pay reasonable program administration costs related to the planning and execution of the activities listed above. This includes costs related to staffing for overall program management, coordination, monitoring, reporting, and direct and indirect charges.

I. Total Budget:

NSP funds: \$701,951

J. Performance Measures

Management oversight will ensure funds are expended in a timely manner, program income is properly recorded, cash management drawdown policies are adhered to, and that all selected vendors are complying with the term and conditions of their contracts and with NSP Grant. All households and agencies assisted with NSP funds will be monitored annually for compliance with the terms and conditions of 2nd Mortgage Notes and/or Restrictive Use Covenants.

CERTIFICATIONS

- (1) **Affirmatively furthering fair housing.** The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.
- (2) **Anti-lobbying.** The jurisdiction will comply with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- (3) **Authority of Jurisdiction.** The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.
- (4) **Consistency with Plan.** The housing activities to be undertaken with NSP funds are consistent with its consolidated plan, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the grantee's substantial amendment.
- (5) **Acquisition and relocation.** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD.
- (6) **Section 3.** The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- (7) **Citizen Participation.** The jurisdiction is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.
- (8) **Following Plan.** The jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.
- (9) **Use of funds in 18 months.** The jurisdiction will comply with Title III of Division B of the Housing and Economic Recovery Act of 2008 by using, as defined in the NSP Notice, all of its grant funds within 18 months of receipt of the grant.
- (10) **Use NSP funds \leq 120 of AMI.** The jurisdiction will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income.
- (11) **Assessments.** The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by

assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(12) **Excessive Force.** The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(13) **Compliance with anti-discrimination laws.** The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(14) **Compliance with lead-based paint procedures.** The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(15) **Compliance with laws.** The jurisdiction will comply with applicable laws.

Signature/Authorized Official

Date

Title

NSP Substantial Amendment Checklist

For the purposes of expediting review, HUD asks that applicants submit the following checklist along with the NSP Substantial Amendment and SF-424.

Contents of an NSP Action Plan Substantial Amendment

Jurisdiction: <i>Seminole County, FL</i>	NSP Contact Person: <i>Buddy Balagia</i>
Jurisdiction Web Address: <i>www.seminolecountyfl.gov</i>	Address: <i>534 W. Lake Mary Blvd.</i> <i>Sanford, FL 32773</i>
	Telephone: <i>407-665-2389</i>
	Fax: <i>407-665-2399</i>
	Email: <i>bbalagia@seminolecountyfl.gov</i>

The elements in the substantial amendment required for the Neighborhood Stabilization Program are:

A. AREAS OF GREATEST NEED

Does the submission include summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction?

Yes No . Verification found on pages 1-7; Exhibit A.

B. DISTRIBUTION AND USES OF FUNDS

Does the submission contain a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c) (2) of HERA that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures?

Yes No . Verification found on page 8.

Note: The grantee's narrative must address the three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

C. DEFINITIONS AND DESCRIPTIONS

For the purposes of the NSP, do the narratives include:

- a definition of "blighted structure" in the context of state or local law,
Yes No . Verification found on page 9.
- a definition of "affordable rents,"
Yes No . Verification found on page 9.
- a description of how the grantee will ensure continued affordability for NSP assisted housing,
Yes No . Verification found on page 9.

- a description of housing rehabilitation standards that will apply to NSP assisted activities?

Yes No . Verification found on page __9 and Exhibit B__.

D. INFORMATION BY ACTIVITY

Does the submission contain information by activity describing how the grantee will use the funds, identifying:

- eligible use of funds under NSP,
Yes No . Verification found on page 14-15, 16-17, & 18-19
- correlated eligible activity under CDBG,
Yes No . Verification found on page 14-15, 16-17, & 18-19
- the areas of greatest need addressed by the activity or activities,
Yes No . Verification found on page 14-15, 16-17, & 18-19
- expected benefit to income-qualified persons or households or areas,
Yes No . Verification found on page 14-15, 16-17, & 18-19
- appropriate performance measures for the activity,
Yes No . Verification found on page 14-15, 16-17, & 18-19
- amount of funds budgeted for the activity,
Yes No . Verification found on page 14-15, 16-17, & 18-19
- the name, location and contact information for the entity that will carry out the activity,
Yes No . Verification found on page 14-15, 16-17, & 18-19
- expected start and end dates of the activity?
Yes No . Verification found on page 14-15, 16-17, & 18-19

E. SPECIFIC ACTIVITY REQUIREMENTS

Does each activity narrative describe the general terms under which assistance will be provided, including:

If the activity includes acquisition of real property,

- the discount required for acquisition of foreclosed upon properties,
Yes No . Verification found on page 15, 17, & 19

If the activity provides financing, - N/A

- the range of interest rates (if any),
Yes No . Verification found on page _____.

If the activity provides housing,

- duration or term of assistance,
Yes No . Verification found on page 14-15, 16-17, & 18-19.
- tenure of beneficiaries (e.g., rental or homeownership),
Yes No . Verification found on page 14-15, 16-17, & 18-19
- does it ensure continued affordability?
Yes No . Verification found on page 14-15, 16-17, & 18-19
- does the applicant indicate which activities will count toward the statutory requirement that at least 25% of funds must be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals and families whose incomes do not exceed 50% of area median income?
Yes No . Verification found on page 14-15, 16-17, & 18-19

F. LOW INCOME TARGETING

- Has the grantee described how it will meet the statutory requirement that at least 25% of funds must be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals and families whose incomes do not exceed 50% of area median income?
Yes No . Verification found on page 10-11
- Has the grantee identified how the estimated amount of funds appropriated or otherwise made available will be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50% of area median income?
Yes No . Verification found on page 10-11
Amount budgeted = \$2,160,400.00

G. DEMOLISHMENT OR CONVERSION OF LOW- AND MODERATE-INCOME UNITS

Does grantee plan to demolish or convert any low- and moderate-income dwelling units?

Yes No . (If no, continue to next heading)
Verification found on page _11_____.

Does the substantial amendment include: - N/A

- The number of low- and moderate-income dwelling units—i.e., $\leq 80\%$ of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities?
Yes No . Verification found on page _____.

- The number of NSP affordable housing units made available to low-, moderate-, and middle-income households—i.e., $\leq 120\%$ of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion)?
Yes No Verification found on page _____.
- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income?
Yes No Verification found on page _____.

H. PUBLIC COMMENT PERIOD

Was the proposed action plan amendment published via the grantee jurisdiction’s usual methods and on the Internet for no less than 15 calendar days of public comment?

Yes No Verification found on page 12

Is there a summary of citizen comments included in the final amendment?

Yes No Verification found on page 12.

I. WEBSITE PUBLICATION

The following Documents are available on the grantee’s website:

- SF 424 Yes No .
- Proposed NSP Substantial Amendment Yes No .
- Final NSP Substantial Amendment Yes No .
- Subsequent NSP Amendments Yes No .

Website URL: www.seminolecountyfl.gov

K. CERTIFICATIONS

The following certifications are complete and accurate:

- | | | |
|--|---|-----------------------------|
| (1) Affirmatively furthering fair housing | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (2) Anti-lobbying | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (3) Authority of Jurisdiction | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (4) Consistency with Plan | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (5) Acquisition and relocation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (6) Section 3 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (7) Citizen Participation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (8) Following Plan | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (9) Use of funds in 18 months | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (10) Use NSP funds ≤ 120 of AMI | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (11) No recovery of capital costs thru special assessments | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (12) Excessive Force | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (13) Compliance with anti-discrimination laws | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (14) Compliance with lead-based paint procedures | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (15) Compliance with laws | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Exhibit A – NSP Foreclosure Risk Data

Table 4 – Estimated Foreclosure Abandonment Risk Score 10

City (Unincorporated Areas = Blank)	Census Tract	Block Group	Estimated foreclosure abandonment risk score	Predicted 18 month underlying problem foreclosure rate	HMDA high cost loan rate	Percent of Households at or below 120% AMI
Blank	020201	1	10	9.0%	41.6%	50.85%
		2	10	9.0%	41.6%	49.37%
	020401	1	10	10.9%	51.7%	100.00%
		2	10	10.9%	51.7%	100.00%
	020901	5	10	9.4%	43.3%	0.00%
	020902	1	10	10.8%	50.9%	70.92%
		2	10	10.8%	50.9%	93.85%
	021613	1	10	7.4%	32.6%	80.10%
	021705	1	10	9.4%	43.3%	78.26%
	022001	1	10	7.6%	33.8%	85.57%
		2	10	7.6%	33.8%	84.54%
	022101	2	10	9.6%	44.5%	79.65%
		3	10	9.6%	44.5%	57.00%
	Altamonte Springs city	021705	1	10	9.3%	43.3%
022001		2	10	7.5%	33.8%	0.00%
Casselberry city	022001	1	10	7.6%	33.8%	73.30%
		2	10	7.6%	33.8%	85.37%
	022101	2	10	9.6%	44.5%	72.07%
3		10	9.6%	44.5%	79.62%	
Longwood city	022001	1	10	7.6%	33.8%	0.00%
	022101	2	10	9.6%	44.5%	0.00%
Sanford city	020102	2	10	7.6%	30.7%	83.33%
		3	10	7.6%	30.7%	82.91%
		4	10	7.6%	30.7%	79.27%
	020201	1	10	9.0%	41.6%	0.00%
		1	10	9.6%	41.6%	68.23%
		2	10	9.6%	41.6%	78.94%
	020301	1	10	7.9%	32.2%	58.53%
		2	10	7.9%	32.2%	69.09%
	020302	1	10	11.9%	53.8%	86.49%
	020401	1	10	11.5%	51.7%	69.08%
		2	10	11.5%	51.7%	95.75%
	020500	1	10	11.8%	53.4%	76.99%
		2	10	11.2%	53.4%	0.00%
		2	10	11.8%	53.4%	88.16%
		3	10	11.8%	53.4%	84.75%
		4	10	11.8%	53.4%	92.35%
	020901	5	10	10.0%	43.3%	86.13%
020902	1	10	11.4%	50.9%	76.88%	
	2	10	11.4%	50.9%	82.09%	
Winter Springs city	022101	2	10	9.4%	44.5%	0.00%
		3	10	9.4%	44.5%	78.02%

Table 5 – Estimated Foreclosure Abandonment Risk Score 9

City (Unincorporated Areas = Blank)	Census Tract	Block Group	Estimated foreclosure abandonment risk score	Predicted 18 month underlying problem foreclosure rate	HMDA high cost loan rate	Percent of Households at or below 120% AMI
Blank	020202	3	9	10.3%	48.4%	77.06%
Blank	020402	1	9	8.2%	37.1%	84.54%
Blank		2	9	8.2%	37.1%	80.16%
Blank		3	9	8.2%	37.1%	100.00%
Blank	020807	1	9	8.0%	36.2%	0.00%
Blank	020809	1	9	6.4%	27.2%	53.39%
Blank	021401	3	9	7.7%	34.4%	62.20%
Blank		4	9	7.7%	34.4%	52.34%
Blank	021404	1	9	7.3%	32.3%	71.72%
Blank	021502	1	9	8.4%	38.1%	42.11%
Blank	021606	4	9	7.3%	32.2%	74.04%
Blank		8	9	7.3%	32.2%	54.19%
Blank	021614	1	9	6.3%	27.0%	0.00%
Blank		2	9	6.3%	27.0%	0.00%
Blank	021706	1	9	7.1%	31.1%	48.45%
Blank	021803	1	9	7.1%	31.1%	48.99%
Blank	021901	5	9	6.7%	28.7%	45.55%
Blank	022002	1	9	6.9%	30.1%	0.00%
Blank	022203	1	9	7.1%	31.0%	52.57%
Blank		2	9	7.1%	31.0%	93.33%
Blank		4	9	7.1%	31.0%	67.33%
Altamonte Springs city	021606	4	9	7.2%	32.2%	54.28%
	021613	1	9	7.3%	32.6%	65.56%
	021614	1	9	6.3%	27.0%	49.76%
		2	9	6.3%	27.0%	41.79%
	021706	1	9	7.0%	31.1%	54.55%
	021803	1	9	7.0%	31.1%	75.52%
021901	5	9	6.6%	28.7%	59.91%	
Casselberry city	021404	1	9	7.3%	32.3%	73.76%
	022002	1	9	6.9%	30.1%	65.17%
		2	9	6.9%	30.1%	60.63%
	022203	2	9	7.1%	31.0%	69.02%
Lake Mary city	020807	1	9	8.0%	36.2%	60.61%
	020809	1	9	6.4%	27.2%	0.00%
Longwood city	021401	3	9	7.7%	34.4%	0.00%
		4	9	7.7%	34.4%	0.00%
	021502	1	9	8.4%	38.1%	70.75%
		2	9	8.4%	38.1%	68.07%
Sanford city	020202	3	9	10.9%	48.4%	74.65%
		4	9	10.9%	48.4%	81.09%
		5	9	10.9%	48.4%	57.65%
	020402	1	9	8.8%	37.1%	100.00%
		2	9	8.8%	37.1%	37.18%

City (Unincorporated Areas = Blank)	Census Tract	Block Group	Estimated foreclosure abandonment risk score	Predicted 18 month underlying problem foreclosure rate	HMDA high cost loan rate	Percent of Households at or below 120% AMI
		3	9	8.8%	37.1%	61.90%
	020807	1	9	8.6%	36.2%	73.54%
Winter Springs city	021401	2	9	7.5%	34.4%	77.80%
		3	9	7.5%	34.4%	48.00%
		4	9	7.5%	34.4%	62.11%
		021404	1	9	7.1%	32.3%
		2	9	7.1%	32.3%	72.72%
		3	9	7.1%	32.3%	65.34%

EXHIBIT B

SEMINOLE COUNTY HOME/NSP PROGRAMS HOUSING REHABILITATION STANDARDS

General Specifications:

These specifications are designed to cover all areas of work and take precedence over the work write-up and any construction drawings. The specifications are intended to represent items of a quality level known to meet Seminole County's requirements. While the County endeavors to provide written specifications that are accurate and non-restrictive for the purpose of bidding/quoting, they may reference an item by manufacturer's name and number per 24 CFR 85.36 (12) (c) (vi). Materials/products equal to those specified may be used.

Note: All products and materials listed below may be substituted with an "equal or better" product and material of "equal or lesser cost" or as required by Local, State and/or Federal codes or regulations.

- All items must be new unused products with full warranties.
- All appliances are to have Energy Star Ratings.
- All refrigerators must be at least 18 c.f. or larger.
- All Water Heaters, HVAC, to have 13 SEER rating or better.
- All roofing shingles to be 30 year life guarantee or better, lightest color available that coordinates with outside home wall color, client's choice.
- All paint to be 20 year warranty or better.
- All Interior painting to be antique or off white, one color if painting is throughout the home.
- All Interior patch painting to match existing wall or ceiling color.
- All outside painting color clients choice with contrasting trim to coordinate with local Homeowners Association or City/County standards.
- All carpet and pad to be FHA 10 year quality or better, low nap one color throughout house.
- All kitchen counters to be seamless laminate.
- All kitchen cabinets to be FHA quality or better.
- All warranties on all items used must be submitted with the request for payment. Examples: Fans, appliances, water heaters, HVAC, light fixtures, shingles, plumbing fixtures, vinyl, carpet, etc.
- All workmanship guaranteed a minimum of one year after completion of job.
- All roof workmanship guaranteed a minimum of one year after completion of job.

- All products and materials must be installed/constructed in accordance with the manufacturers industries standards recommendations and accepted practices and workmanship.

Completion of Work:

At the completion of the project HABITAT will inform the homeowner how to use and maintain all installed fixtures, appliances, air conditioning systems, smoke detectors, etc. HABITAT will explain all guarantees/warranties and give documentation of guarantees/warranties to the homeowner. HABITAT will also supply the County and the homeowner with a list of all subcontractors used to install major components, i.e. plumbing, electrical, air conditioning, etc., with their address(s), phone number(s) and license numbers.

Materials:

- All material shall be new, in good condition, and of standard grade unless otherwise agreed to in writing before their purchase or delivery to the job. Products and materials should be installed in accordance with manufacturer's directions and specifications.
- Product types, sizes, colors, etc. shall be in accordance with this specification. Unless authorized by the County or its Designee, any product or material that does not match the specification sheet will be removed and replaced with the contractor assuming and absorbing all costs incurred.

Incidental Items:

Items not mentioned in these specifications, the architectural drawings, or the rehabilitation write-up, that can be reasonably and legitimately inferred to, belong to the work described, or be necessary, in good practice, to provide a complete system shall be furnished and installed as though specified in every detail.

Inspection of Work:

The Contractor shall facilitate inspection of the work during normal working hours by authorized inspectors, and the work shall be subject to inspector's acceptance.

Subcontractors:

When subcontractors are employed they shall be bound by the terms and conditions of this contract insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility for proper coordination, notification and completion of all work executed under this agreement.

Warranty:

All new construction work must be warranted/guaranteed by the Contractor for a period of at least one (1) year. Roof work must be warranted/guaranteed by the roofing Contractor for a period of at least one (1) year. During the warranty period, if the contractor is notified of a problem, by the homeowner or a representative of the County's staff, he must respond within ten (10) working days. If the Contractor feels the problem does not fall under the requirements of the warranty or is a result of the homeowner, the

contractor should notify the County. The County's Community Development Office designee will make all final determinations in regard to corrective action. In the event corrections are not made within the required time limit the County reserves the right to remove the Contractor from the bid list until all corrections have been completed.

Building Codes:

All work shall be done in accordance with the current Federal, state and local, statutes, codes and ordinances. The 2004 Florida Building Codes, the Florida Fire Prevention Code, and the National Electrical Code shall apply to construction.

Clean Up:

All construction site debris will be placed in a container on a daily basis. No debris is to be left anywhere on or in the premises. All areas will be thoroughly cleaned at the completion of the project. All debris will be disposed of legally.

Bathtub - Gateway Bathtub, Eljer Plumbingware

Bathtubs and Showers - Lascoat™ 2-Piece Tub and Shower Unit, Lasco Bathware Molded sectional. BathLock™ front installation system. Integral toiletry shelves and acrylic.

Bathtubs and Showers - Ventura Enameled Steel Bathtub, Eljer Plumbingware one-piece construction for recess installations. Diagonal brace. Sound-deadening foundation pad. Straight tiling edges. Full wall flange. Slip-resistant bottom. 40-gallon capacity. 60-inch by 30-inch by 15-1/4-inch.

Carpet Pad - Carpet Cushion, Leggett & Platt; 6-Pound, 7/16" Thick Ultimate, Red and Black; 8-Pound, 5/16" Thick Berberbond, Blue and Black.

Ceiling Fan - With Light Kit, 52-Inch Home Depot Brand.

Ceiling Mount Fixtures - Glass Globe Ceiling Light Fixture. 8-inch white dome fixture with polished brass fitter. Uses one 60 Watt bulb, sold separately. UL Listed.

Ceiling Texture - Interior Paint Ceiling Spray, Popcorn Supreme Polystyrene - Acoustical, Litex, Inc. Polystyrene.

Ceramic Decorative Tile – 4x4 American Marazzi.

Composition Shingles - Fiberglass Asphalt Shingles, Timberline® Select 30, GAF "Shadow Accent™". 12" x 36". Class A fire and wind ratings.

Cooktops - 30" Built-In Gas Cooktop, GE Appliances; No. JGP328WECWW, White.

Cooktops - 30" CleanDesign Electric Cooktop, GE Appliances.

Dishwashers - 6-Cycle Dishwasher, GE Appliances; Push-button controls operate with ease. QuietDesign™ sound package or better.

Door, Exterior Steel - 6-Panel Prehung Swing Out Steel Door with peep hole, Stanley® 24-gauge galvanized steel construction. Foam core. 12" lock block adds strength to lockset and deadbolt. Impact-resistant laminated glass adds to overall security. Matching casing, hinge and sill finishes. Jamb guard security plate resists forced entry. No brick mould. Fixed sill. 4-9/16" primed jamb. Triple sweep and compression weatherstripping eliminates drafts. Factory primed, ready to paint any color. Thermal-break threshold. 20-minute fire rating. 10-year limited warranty.

Door, Interior - Pre-hung Flush Lauan - Includes casing. Hollow core. Finger-jointed jamb. Ready to paint.

Door, Interior Bi-Fold, Flush - Lauan, Premdor , 1-3/8" thick. 2-door. Pre-hinged. Includes track, hardware and instructions. 80" high. Prehinged, pre-fit ready to install. Ready to paint, stain or varnish.

Door, Screen - EZ Hang Villager Metal Screen Door, Villager Series in black, bronze or white. Metal Industries . 1" x 2" frame. Kick plate. Reversible hinge. Includes all hardware. Prehung.

Door, Storm, Self-Storing - Series 941, Metal Industries, Pneumatic closer and sweep. Tempered safety glass. Maintenance-free finish in Black, Bronze or, White. Push-button hardware. 1" x 2-1/8" frame size. Includes screen.

Doors, Patio, Vinyl - Better-Bilt Aluminum Products, Series 470 HP, Bronze or White, Single Glaze.

Dryer Venting - Flexible Vent Duct, Deflect-O.

Drywall Texture Patch - , Spray Texture, Spraytex.

Entry Locksets - Keyed Entry Knob, Kwikset , Polished Brass, 2-3/8" backset. 1" x 2-1/4" square corner faceplate, 2-1/4" high full lip square corner strike. Keyed exterior. Turn-button on inside. Labor to include mortising of door.

Entry Locksets - Keyed Entry Lever Lockset, Lido, Kwikset . Lifetime finish and lifetime mechanical warranty. Grade 2 security. Pick resistant. Dual torque springs for increased durability and performance. No sagging. 3-step installation. Labor to include mortising of door(s).

Entry Locksets, Deadbolt – Defiant . Adjustable latch to fit 2-3/8" and 2-3/4" backset. 1" throw. Hardened steel roller. Adjustable backset. To meets or exceed ANSI (American National Standards Information) test for over 200,000 opening and closing cycles. Polished brass. Labor to include mortising of door(s).

Faucet, Kitchen - Single-Handle, Deck Spray, Delta Deck mount. 8" center set. 3-hole installation. Vegetable sprayer included. Machined brass valves. Washerless design. Lifetime warranty.

Faucet, Kitchen, Dual-Handle - American Standard Cadet . Deck mount.

Faucet, Laundry - 2-Handle, Glacier Bay Deck mount. 4" center set. Drip-free washerless cartridge. Standard 3/4" hose thread on end of spout. 12-year limited warranty.

Faucets, Tub and Shower - Single Control Tub And Shower Set, Moen . Pressure balanced. Lever handle. Includes adjustable-spray shower head, arm and flange, and diverter spout with flange. ADA compliant.

Flashing, Roof - Galvanized Metal Roof Edge, Z-Flashing, gauge per code. Valley and Roll Flashing, Southeastern Metals, Galvanized gauge per code.

Flood Light - with Photo Cell, Lights of America.

Gas Ranges - 30" Gas Range, Free-Standing, Hotpoint; Lift-up cooktop with easy-clean subtop. Twin cooktop burners. Extra-large standard cleaning oven with 2 shelves. Standing pilot ignition system. Drop-down broiler drawer. Dimensions: 26-1/2" deep x 30" wide. No. RGB508PPAWH.

Gutters and Downspouts - 5" Hi-Tensile Aluminum Gutter and accessories, Amerimax.

Gutters and Downspouts - 5" Hi-Tensile Aluminum Gutter, Amerimax.

Gypsum Board - Permabase™ Cement Board, National Gypsum w/double-wrapped edge.

Gypsum Board (bathroom) - USG Sheetrock® Moisture -Resistant Gypsum Pane; 1/2" Thick, 4' x 8', Greenboard.

Gypsum Board -USG Sheetrock® Drywall Panel 1/2" Thick, 4' x 8'.

Insulation, -Air Infiltration Barrier, Roll - Tyvek Homewrap

Insulation, Batt - R-30 Kraft Face, 23" Wide.

Insulation, Fiberglass Roll - PinkPlus™ and PinkWrap™, Owens Corning.

Lavatory Sink - Drop-In - Eljer Plumbingware, Round. Enameled steel. Self-rimming. Two soap depressions. Front overflow. Includes mounting clips.

Lavatory Sink - Oval Drop-In Lavatory Sink, Vitreous china, Self-rimming, Front overflow. Eljer Plumbingware.

Lumber:

- **Cedar** - Western Red Cedar.
- **Douglas Fir** - Standard and Better Kiln Dried Douglas Fir.
- **Framing, Treated** - No. 2 Pressure Treated Southern Yellow Pine, .25.

- **Southern Yellow Pine** - Kiln Dried No. 2 Prime Southern Yellow Pine.
- **Steel Studs** - 25 Gauge Steel Studs and tracks.
- **White Wood** - Kiln Dried No. 2 and Better White Wood/SPF Nominal sizes. Actual size is about 1/2" less when dry. "SPF" may be spruce, pine, or fir.

Lockset - Keyed Entry Knob Combo Pack With Deadbolt, Kwikset.

Modified Bitumen - Per current and applicable code.

Outdoor Security Light Fixtures - Entry and Patio Security Light, Regent Lighting; Aluminum construction with black finish. Perfect for entries, patios, pools and decks. 8500 square foot coverage. On at dusk, off at dawn operation. Mounts to standard lampholder mounting plate with adapter. Uses high pressure sodium bulb type, 70 watt, S62, medium base. Operates on 120 volt. Dimensions, 11-inch long x 8-1/2-inch high x 8-inch wide. Lifetime warranty. UL Listed for wet locations.

Paint - Interior and Exterior Enamel, Premium Plus®, Behr.

Range - Electric, GE Appliances Spectra™ Free-Standing QuickClean™.

Receptacle, Duplex, Residential Grade – Leviton . 125 Volts. Large head terminal screws accept up to 10-gauge copper or copper-clad wire. Quickwire push-in terminals accept up to #12 copper or copper-clad wire. All screws in place. Shallow receptacle preferred by professionals. Ivory. UL Listed.

Refrigerators – GE, minimum 18 cubic feet.

Register and Grilles – Supply and Return Air Grille, Sidewall or Ceiling Register Grille, Three-Way, Stamped steel, Curved blade damper. White EDP finish. Selkirk Metalbestos.

Roofing Felt, Building Paper - 15-Pound Roofing Felt, Asphalt saturated. ASTM code approved.

Roofing, Rolls, - Mineral Surface - Mineral Guard Roll Roofing, GAF Fiberglass reinforced. Meets ASTM D 3909. 2" selvage-edge overlap.

Seismic and Hurricane Ties - Simpson Strong-Tie; Galvanized finish.

Shower Stall, One-Piece - Lascoat™, Lasco; One-Piece Shower Stall, Lascoat™, Lasco; Integral toiletry shelves; center drain; slip-resistant, textured bottom not listed by IAPMO or FHA.

Shower, Stall Wall Kit - American Shower And Bath.

Side by Side Refrigerators – GE, minimum 18 cubic feet.

Siding, Cement Fiber - Fiber Cement Lap Siding.

Sink, Stainless Steel - Single Bowl - Signature Series, Elkay®.

Smoke Detector - Alarm Control Smoke Detector, Firex® with False Alarm Control™ quiets unwanted alarms for up to 15 minutes. Battery backup. Interconnectible with up to 18 units. Quick-connect wiring harness. 5 year limited warranty.

Soffit and Fascia, Aluminum - Aluminum Vented, Amerimax, color to be white (match existing trim where other than white).

Storm Door - Ultracore™ Dual-Vent Full-View Storm Door, Emco Specialties Triple-Track window system allows ventilation from top or bottom or both. 1" Foreverttech™ composite frame, tough as steel, hard as rock. Solid-brass handle set with separate deadbolt security. Color is molded through the door so scratches wipe clean. Forever push-button closer holds door open with the click of a button. One-piece construction keeps moisture out. Elegant brass-finished sweep ensures tight seal across entire threshold. Black, Bronze or, White.

Toilet Seat - Solid Plastic Toilet Seat, Bemis Manufacturing Lightweight.

Toilets (Water Closets) - Patriot Toilet Bowl, Eljer Plumbingware . 1.6-gallon flush. Vitreous china. Two-piece. Elongated rim. Siphon action bowl with shelf-top tank.

Tub And Shower Faucet - Single Control, Moen Clear knob. To include, shower head, arm, flange, and diverter spout.

Tub Wall, Tub Surround - 5-Piece Overlap Construction Design Tub Surround, Tall Elite; 2 towel bars and 6 shelves. Fits alcoves from 49-inches to 60-1/2-inches wide by 28-inches to 31-inches deep. Panels are easy to trim for window openings. Limited 5-year warranty. White high-gloss finish.

Vanity and Top Combos - White Vanity with Cultured Marble Top, Woodcrafters , Arkansas style. Rigid thermofoil front. Raised square panel door. Concealed 35mm European hinges. Glue and dowel construction. Full overlay frameless construction. Fully assembled. Faucet sold separately. 18" Wide x 16" Deep.

Ventilated Wardrobe/Storage/Utility Shelving - Closet Maid®. One-piece vinyl coated steel construction with 1-inch spaced wires including horizontal bar for hanging items.

Vinyl Siding - Castle Ridge® Vinyl Siding, Georgia-Pacific Double 5" traditional lap profile, 12' long panels, 10" exposure, .044" thick, deep-embossed wood-grain texture to look like wood with matching trim and accessories.

Wallboard - USG with fiberglass joint tape.

Water Heater - Electric or gas, General Electric 40 gallons, Energy Star Rated.

Water Heater, Electric - Profile Performance™, General Electric. 12-year warranty. Include temperature and pressure relief valve. Brass drain valve. Self-cleaning system.

Stainless steel heating elements. 53 gallons per hour recovery rate. 21" diameter, 46" height. \$397 estimated annual operating costs. 0.92 energy factor. 20 R-Factor on insulated jacket. Meets or exceeds NAECA and ASHRAE requirements.

Window Sill – Imitation marble sill

Windows, Aluminum Series - Better-Bilt 770 Single-Hung Tilt-In Aluminum Window, Single glazed. Operating sash tilts in for easy cleaning. Designed with front flange for block type construction. Spiral balances for easy sash operation. Marine glazed. 1-inch nail fins on head and 7/8-inch jambs on sill. 1/2 screen. 2-inch frame depth. R30 AAMA certified. Continuous coverage warranty. By actual size, width x height.

1. CONCRETE

These general specifications are mandatory where applicable:

- a. No concrete shall be placed over grass, roots, or foreign material.
- b. All reinforcing shall be free of scale or coatings that reduce concrete bond.
- c. All reinforcing rods shall be deformed, except plain reinforcement shall be permitted for spirals or tendons. Reinforcement shall be permitted per ASTM Standards listed in ACI 318.
- d. All concrete slabs shall be separated from existing construction by 1/4" asphalt impregnated expansion control joint.
- e. Fill dirt shall be clean and free of deleterious material.
- f. All materials used for concrete forms shall be removed after concrete has set. Voids in exposed concrete surfaces shall be filled with cement and dressed smooth.
- g. Concrete to have a minimum strength of 2500 psi.

2. PIERS AND BASES

Piers shall be of reinforced concrete (2500 psi) minimum dimension 8" x 8" height equal to distance from bottom of joist or sill to existing ground surface.

Termite shields shall be placed on top of all piers.

Bases shall be minimum 4" thick concrete (2500 psi) 16" x 16" or larger. Bases must be set on firm soil below existing ground level. Bases shall not be set on grass, weeds, or other deleterious material.

3. STEPS

a. Precast

Steps shall be standard size, placed over concrete slab, 4" x 4'-0" x 4'-0" and firmly anchored.

b. Hollow Placed

Steps shall be formed in place over 8" x 16" footer. Wall thickness shall be minimum 4"; maximum rise and tread dimensions shall comply with the Florida Building Code (2004-Residential).

c. Frame

Steps shall be P.T. 2" x 12" stringer, Riser and tread dimensions shall comply with the Florida Building Code (2004-R). Bottom of stringers shall rest on concrete pads and be firmly anchored. Treads shall be installed with crown of wood up and only galvanized nails will be used.

d. Safety Rail

Rail shall be of material called for in work write-up by specialist and firmly anchored at both top and bottom using an approved method and galvanized bolts, screws or nails. Rail shall be 36". A 4" diameter sphere cannot pass through any opening up to a height of 34".

e. Other

Any other type steps not listed will be written in detail on bid specifications.

4. FOOTINGS

Footings shall be minimum 2500 psi reinforced concrete. Reinforcing steel shall be deformed, with a minimum lap of 40 bar diameters. Footing reinforcements shall have a minimum concrete coverage of 3" on bottom and sides. Form work shall be used when existing soil is not sufficiently firm to retain concrete. No concrete shall be placed over grass, roots, or foreign material.

5. FOUNDATION WALLS

Masonry walls shall be nominal 8" x 8" x 16" hollow masonry block laid with full mortar bedding in a running bond, unless otherwise specified.

6. CONCRETE SLAB

All concrete slabs shall be a minimum 4" thick, 2500 psi concrete. Reinforcing shall be 6" x 6" No. 10/10 welded wire over 6 mil waterproof membrane after approved application of termite treatment. No concrete to be placed on grass, roots, or foreign material. All back fill shall be well tamped and level before placing of concrete. Top of slabs placed on existing grade shall be minimum 8" above surrounding soil. Termite treatment is required.

7. CARPENTRY-GENERAL SPECIFICATIONS

These general specifications are mandatory where applicable:

a. Framing shall be level, straight, plumb and true. Framing shall fit closely; set to line and level indicated and fastened in place rigidly. Framing members shall not be cut, notched, or bored more than 1/4 of their depth without adequate

approved reinforcing. Boring shall be in the middle 1/3 of the member. Floor joists shall not be cut, notched, or bored more than 1/6 of their depth. Any such cut, notched, or bored shall not exceed 2" in diameter and shall be in the end 1/3 of span only.

b. All studs shall be 16" O.C. All exterior and load bearing stud walls shall have double top plate.

c. All exterior and bearing walls shall have minimum header design per F.B.C. for all loads over all openings. Any rough opening exceeding 5 LF in width will require solid 1/2 plywood core running continuous length of header.

d. All structural framing lumber shall be construction grade or better. Moisture content shall not exceed 19 percent at time of installation.

e. No untreated wood shall be in contact with paving, concrete or masonry within 6" of finish grade. All wood within 6" of the finished grade shall be preservative Treated.

f. Furring strips applied to masonry shall be 1" x 2" pressure treated pine.

g. All framing exposed to weather shall be nailed with galvanized nails. All exterior nailing shall use galvanized nails.

h. Minimum thickness of sill plates shall be nominal 2". Minimum, bearing for ends of joists on wood framing shall be 3-1/2". Sills in contact with masonry or concrete shall be preservative treated.

i. All new untreated exposed wood must be primed or stained within 48 hours of installation.

8. FLOOR FRAMING

a. All new or replaced floor joists shall be supported at their extreme ends by either a 2" x 2" ledger or metal joist hanger. Toe nailing only will not be acceptable. No splicing of floor joist between supports will be permitted.

b. When replacing deteriorated floor joists; new joists shall be of No. 2 yellow pine or equal, pressure treated and having same dimensions as old joists.

9. EXTERIOR WALL FRAMING SPECIFICATIONS

a. Unless plywood sheathing is used, new corner posts on exterior wooden walls shall be diagonally braced per F.B.C. (2004 Residential/2004 Existing).

b. Top plates shall be double 2 x 4's. Plates shall be lapped at corners and lapped or anchored to principal intersecting partitions. Splices in lower member of top plate shall occur over studs and in upper member at least 4 feet away from splice in lower member.

c. Top plates for interior non-bearing partitions may be single. When top plate is parallel to ceiling or floor framing, install 2 x 4 cross blocking not more than 4 feet O.C., unless double joists are provided top and bottom.

10. NEW INTERIOR STUD WALL

A new stud wall should be built as described in specifications. Studs shall be nominal 2" x 4" on 16" centers. Sole plates shall be pressure treated if laid on masonry or concrete.

11. ROOF FRAMING-GENERAL SPECIFICATIONS

a. Conventional Framing

When a ridge board is to be installed, it shall be a minimum of 1" in thickness and not less in depth than the cut ends of the rafters it joins.

Ceiling joists and rafters shall be nailed to each other where possible. Ceiling joists shall be continuous or joined together over a partition to provide a continuous tie across the building.

Plywood sheathing shall be minimum 4'-0" x 8'-0" x 1/2" thick with butt clip between rafters. Solid sheathing shall be a nominal 1" x 12". Strip sheeting shall be 1" x 4" on 12" centers. All end joints shall be made over rafter. Adjacent end joints shall be staggered. Sheathing supporting barge or trim rafter shall extend back onto roof minimum of 4'-0".

When replacing a fascia board, its length shall be sufficient to reach a minimum of three (3) rafter ends.

b. Manufactured Truss System

When called for in the Work Write-Up, a trussed roof system will be custom engineered and installed for the specific house being rehabilitated. Trusses will be installed per manufacturer's specifications and properly secured to bearing walls. Overhang will match existing or be specified in Work Write-Up.

12. UNDERLAYMENT

a. Underlayment shall be 3/8" B-C exterior plywood or 3/8" underlayment plywood or approved equal. No CDX with unfilled voids will be allowed.

b. Any loose flooring or boards to be securely nailed prior to underlayment installation. It shall be nailed securely in a minimum 5" square pattern with screw shank nails to prevent bulging and loose or springy areas. Seams and butts shall be made over floor joists. Plywood seams shall run at right angles to sub flooring seams whenever possible. A suitable filler (Fix-all or equal) shall be applied over seams, indentations, or other openings in the underlayment to provide a smooth surface suitable for resilient floor covering.

13. HARDWOOD FLOORS-SAND AND VARNISH

a. Repairs

Shoe molding shall be removed and all defective hardwood flooring taken up from the subfloor using care not to rip up or break the tongues from the flooring strips or places that are intended to be retained. Then new matching flooring shall be laid in accordance with the best standard practice of the trade. The entire floor (both existing and repaired) shall then be inspected for protruding nails and any nails found to have popped out shall be countersunk. All flooring will be blind tongue nailed.

b. Refinishing

(1) After all other trades in the area are finished with their work, the flooring shall be stripped, then sanded with a heavy-duty commercial type power-driven sander. Coarse, medium, and fine grades of sandpaper shall be used to produce a uniform, even, and smooth surface. After sanding, the flooring shall be swept or be vacuum cleaned as necessary to remove all dust and dirt.

(2) Where the hardwood flooring abuts a resilient floor covering, a standard aluminum, edge strip shall be attached at the edge of the flooring with countersunk flathead screws. The aluminum edging shall be as close to the thickness of the installed flooring as possible on one side and shall taper off to a thickness of approximately 1/8" on the other side.

(3) The flooring shall then receive:

(a) If specified in Rehabilitation Report, an approved wood stain (as listed paint section)

(b) A penetrating sealer followed by two (2) coats of hard spar (marine) varnish, or a coat of polyurethane thinned with mineral spirits as a sealer, followed by two (2) coats of uncut polyurethane (min. 45% resin content).

(c) Appropriate barriers and signs shall be erected to keep people from walking on the floor until the floor finish has cured and set. Then paper shall be laid from door to door to inhibit people from walking on the floor.

(d) Shoe mold or quarter round that was removed shall be reinstalled or replaced by new clear wood molding and finished to match floor.

14. EXTERIOR FLOORING

Tongue and groove flooring for exterior porches or enclosed utility rooms shall be 1" x 4" "C" grade Long Leaf Yellow Pine. When the width of an existing wooden porch is 9'-0" or less, flooring shall extend from main body of structure to outer extremity of porch. No splicing will be permitted in any application unless the

spliced flooring is 4'0" or more in length. Adjacent end joints in runs of flooring must be staggered.

EXEMPTION 1" x 4" clear fir flooring applied with 6-penny finish nails set and caulked. This application can be used only when called for in Bid Specifications.

15. OAK FLOORING

Flooring shall be 25/32" x 2-1/4" end matched tongue and groove (select red or white oak), sanded sealed, and two (2) coats of varnish or Polyurethane applied. New floors shall be complete with new clear grade shoe mold finished to match floor.

16. PINE FLOORING

Flooring shall be nominal 1" x 4" tongue and groove, "C" grade Long Leaf Yellow Pine, sanded, sealed, and two (2) coats of varnish or Polyurethane applied. New floors shall be complete with new clear grade shoe mold finished to match floor.

17. FLOOR COVERING-TILE

Over underlayment install indicated tile using adhesive recommended by manufacturer. When installing new floor covering, shoe mold shall be replaced with new shoe mold, finished with two (2) coats of pint or varnish as designated by owner.

No self-stick tile will be accepted.

No installation of new floor tile over existing tile will be allowed.

18. FLOOR COVERING-SHEET VINYL

Over underlayment install indicated sheet vinyl using adhesive recommended by manufacturer. When installing new floor covering, shoe mold shall be replaced with new shoe mold, finished with two (2) coats of pint or varnish as designated by owner. Sheet vinyl shall be as manufactured by ARMSTRONG, or equal.

Sheet goods must meet Federal Specification L-F 001641, Type 3, Class 3, or MPS 4900.1, minimum wear layer thickness .010", ARMSTRONG "Builder Basic" or "Castillian," GAFSTAR "Standard," CONGOLEUM "Builderflor" or "Pacemaker," or equal.

19. FLOOR COVERING-CARPET

Carpeting and pad must be F.H.A. grade (Federal Specification UM44-C). Carpet pad, if separate, shall also meet F.H.A. specifications.

20. FLOOR COVERING-CERAMIC

Ceramic floor tile shall equal or exceed the standard grade requirements of U.S. Department of Commerce Simplified Practice Recommendation R-61-61 and

Federal Specification SST-308-b. Floor tile shall be standard grade, selected by owner, set in cement mortar "tickbed" base. All ceramic floors shall be finished with ceramic cove base tile.

21. BASE AND SHOE MOLDING

- a. 9/16" x 3-1/4" Clam Shell - F.J. (for painting) or clear (for staining)
- b. Vinyl Base Molding 4"
- c. Standard to match existing
- d. Shoe Molding 3/4"

Finish wood molding with two (2) coats of semi-gloss paint or varnish as designated by owner.

22. WALL FINISH-PLASTER/"BLUEBOARD"

Rake cracks clean, remove loose plaster or drywall and fill holes and cracks with patching plaster, or drywall joint compound as applicable. New repair shall be struck level with surrounding surface and finished to match existing surface texture.

23. WALL FINISH-VENEER PLASTER/"BLUEBOARD"

"Blueboard" is the trade name for any several brands of plaster base with a high strength, high density gypsum core covered with special absorption face paper for application of veneer (1/16" to 3/32" thick) high strength plaster.

Where indicated, damaged areas are to be cut out square with centerline of existing studs or furring strips. New sections are to be fitted to butt loosely to existing base, nailed in place, taped, and new veneer coat applied level with surrounding surface.

In new construction, plaster base shall be attached to 2" x 4" studs 16" on center, or 1" x 2" pressure treated furring strips 16" on center, with nails or screws with 6" to 7" spacing. Sections are loosely butted; joints shall be covered with perforated tape, and filled with a quick setting scratch coat prior to application of the veneer surface.

NOTE: This construction shall not be used where normally exposed to excessive moisture humidity, or temperature.

24. WALL FINISH-DRYWALL

Sheetrock shall be taped, bedded and sanded smooth. Sheetrock may be butted to existing square-cut baseboard. Any existing baseboard, window or door trim not adaptable to butting of sheetrock, shall be reduced to square cut, removed and reinstalled, or replaced with new trim over sheetrock.

When installing new sheetrock in conjunction with new windows, trim may be eliminated and sheetrock returned to windows using metal corner bead and indicated sills, or trim may be removed and replaced.

All openings without doors shall be finished with metal corner bead. Water-resistant gypsum board shall be used in wet area of bathroom, of utility room, or of exterior porch ceiling.

25. WALL FINISH-DRYWALL OVER FURRING STRIPS

Walls shall be 1/2" sheetrock (or other as called for in Write-Up), taped, bedded, sanded, installed over 1" x 2" P.T. furring strips 16" on center. Sheetrock may be butted to existing square cut baseboard. Any existing baseboard, window or door trim, not adaptable to square cut, shall be removed and reinstalled or replaced with new trim over sheetrock. 1" x 4" P.T. shall be installed along floor, and beneath and on both sides of windows. 1" x 8" P.T. shall be installed above windows, and extending 6" beyond each side of window.

When installing new sheetrock in conjunction with new windows, trim may be eliminated and sheetrock returned to windows using metal corner bead and indicated sills, or trim may be removed and replaced.

All openings without doors shall be finished with metal corner bead. Water resistant gypsum board shall be used in wet are of bathroom or utility room.

26. WALL FINISH-(Prefinished Paneling)

To be a minimum of 3/16" in thickness; dent, scratch and stain resistant surface. Installed on a clean flat surface in accordance with good standard construction practice, free of any damage on surface. Nailed in the grooves with colored paneling nails to mach color of groove. All joints to be tight to eliminate cracks from showing. On furred walls, strips to be 16" on centers with P.T. 1" x 2", with one (1) piece of 1" x 4" running horizontal to floor so that base can be nailed into it to keep bottom of paneling from warping. At ceiling, install horizontal 1" x 2" furring strip for nailing ceiling cove and to keep paneling from warping. Trip to be prefinished or natural wooden molding, or simulated vinyl (no fabric covered type) installed in a good construction practice, free of any damage on surface. Install with mitered cuts, tightly fitted and nailed with colored paneling nails to match molding. Flame spread rating of all paneling and trim material to be 200 or less.

27. WALL FINISH-CERAMIC TILE-THINSET

Ceramic tile shall be installed using thinnest. Trim edges with bull nose tile. Wall tile shall equal or exceed the Standard Grade requirements of the U.S.

Department of Commerce Simplified Recommendation R-61-61 and Federal Specification SST-308-b. Wall tile shall be of standard grade 4" x 4" x 1/4."

28. WALL FINISH-CERAMIC TILE-MASTIC

Ceramic tile shall be installed in tub area to a height of 60" above tub using mastic on M/R drywall. Trim edges with bull nose tile. Wall tile shall equal or exceed Standard Grade Requirements of the U.S. Department of Commerce. Wall tile shall be of standard grade 4" x 4" x 1/4." Include installation of one (1) towel bar and soap dish in tub area.

29. FIXTURE SET FOR BATH

a. Ceramic

Set shall include paper holder, toothbrush holder, medicine cabinet, one (1) towel bar in addition to soap dish and towel bar in tub area. All fixtures to be securely fastened to wall.

b. Chrome-plated Metal

Set shall include paper holder, toothbrush holder, medicine cabinet, and one (1) towel bar in addition to soap dish and towel bar in tub area. All metal fixtures will be securely fastened with appropriate hollow wall anchors.

30. TILE BOARD

Prefinished wall panels of 1/8" hardboard with water repellent finish and all necessary chromized aluminum, non-oxidizing, tarnish resistant rim shall be applied to wall according to manufacture's specifications. Apply to smooth clean surface.

31. CEILING FINISH-VENEER PLASTER/"BLUEBOARD"

"Blueboard" plaster base (1/2") shall be attached directly to wood joists and nailed 6" on center. Joints shall be covered with perforated tape and fill with quick setting scratch coat of plaster prior to application of the veneer coat (1/16" minimum).

32. CEILING FINISH-DRYWALL

If joists are 16" on center, the ceiling shall be 1/2" sheetrock tapped, bedded, and sanded smooth form painting. (If ceiling joists are 2'-0" O.C., 5/8" sheetrock must be used.) Drywall may be applied directly to existing ceiling.

3/4" to 1-1/2" cove molding shall be used only when ceiling butts to wood or paneled walls.

33. CEILING FINISH-DRYWALL OVER FURRING STRIPS

Ceiling shall be 1/2" sheetrock tapped, bedded, and sanded. Sheetrock shall be installed over 1" x 3" furring strips, 12" on center.

34. DROP CEILING-DRYWALL

Ceiling shall be 1/2" sheetrock taped, bedded, and sanded. New ceiling shall be installed over appropriate dimension new ceiling joists spaced 16" on center. New ceiling joists may be fastened to existing ceiling joists or rafters to prevent sagging--spacing of any supports not to exceed 6'-0".

35. DROP CEILING-SUSPENDEDED

a. **New**

Acoustic tile ceiling suspended on exposed or concealed grid system to be installed per manufacturer's specification.

36. CEILING FINISH-TILE

Ceiling tile shall be installed over 1" x 3" furring strips 12" on center. Acoustical ceiling tile shall be of the interlocking type, 12" x 12" x 1/2", pattern and color as selected by the owner. Perimeter of ceiling shall be finished with manufacturer's recommended ceiling molding.

37. SCUTTLE HOLES

Scuttle holes shall be installed in area indicated on Work Write-Up (size: 22" x 36") and trimmed to conform to ceiling surfaces.

38. DOORS-GENERAL SPECIFICATIONS

When installing doors contractors shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces.

All doors specified as new shall be complete with new hardware and new lockset - WEISER, DEXTER, or SCHLAGE only. After trimming and fitting of door, all edges shall receive same finish as sides of door. Threshold and vinyl edge door stop to be included on exterior doors only.

Interior doors shall be 1-3/8" flush, hollow core, lauan or beech, finish as designated by owner.

Exterior combination door shall be 1-3/4" panel lower half, with window and screen insert upper half, varnish grade, finish as designated by owner.

Door stops shall be added where necessary.

Exterior jambs shall be minimum 5/4 stock (Kerfed) jamb material, "C" Fir, or 2 x PT if used in block houses.

If trim is to be stained or varnished, it must be clear stock, not finger jointed.

Door viewer shall be 180° field of vision (min.), and be installed at a height convenient for owner above finished floor.

- New exterior doors shall be primed or sealed as soon as possible after they are hung. This includes filling any gaps or holes, priming and sealing all four (4) edges.
- 39. WOOD SCREEN DOOR**
- New screen door shall have clear wood stiles, be 2-panel, 1-1/8" thick, complete with all new hardware, automatic closer and locking latch (not keyed)l Finish with two (2) coats of paint or varnish (owner's choice).
- 40. ALUMINUM SCREEN DOOR**
- Screen door shall be minimum 1" extruded-aluminum, prehung, with metal jamb, lock and closer.
- 41. WINDOWS GENERAL-SPECIFICATIONS**
- When installing new windows, contractor shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces. When installing a new type of window in an existing wooden frame, all grooves, offsets and projections on the side and head jambs and sills shall be finished flush and smooth.
- Windows (aluminum awning or aluminum single hung) when specified new, shall include new aluminum screens, permanent weather stripping, positive locking device, nylon or stainless bushings, and aluminum lazing bead. New bathroom windows to have obscure glass. The awning window shall have torque-bar operator. All windows and frames shall be thoroughly caulked at time of installation.
- 42. NEW WINDOW FRAMING**
- Window opening shall be framed to fit standard size windows with new casings and trim applied to match existing surfaces. Windows installed in bedrooms shall have an openable area of 24" high and 20" wide with a minimum net clear opening of 5.7 sq. ft. (Exception: Ground floor may have 5.0 sq. ft.).
- 43. WINDOW, WOOD-NEW SASH**
- New wooden sash shall be fitted to window opening so as to operate freely, lock properly. and be weathertight.
- 44. WINDOW SCREEN-ALUMINUM FRAME**
- New screens shall replace existing so as to give proper ventilation and insect prevention. Aluminum screen wire of 18 x 14 mesh shall be used. New latch and hangers will replace old. All old hooks and latches shall b removed and the holes filled.
- 45. EXTERIOR SIDING-REPLACING/REPAIRING**

New siding shall blend and conform with surrounding area. All joints shall be tight, and adjacent end joints shall be staggered a distance of at least two studs. Caulk all window and door trim.

46. EXTERIOR SIDING-NEW (T-111.R.B. & B., ETC.)

Panels shall be 5/8" x 4'-0" x 8'-0" of pine or fir with no voids or patches on exposed surface. No 303 panels or seconds will be used. Install using 8d galvanized finishing nails 6" - 8" on center and 6" O.C. on panel edges.

Stain or paint per owner's request and according to Spec. No. 89-PAINTING.

47. EXTERIOR SIDING-ASBESTOS

New asbestos shingles shall be as manufactured by Johns-Manville "Ranch Grain Texture": 12" x 24" or equal. (Match existing shingles as closely as possible.) Shingles shall be applied over vapor barrier material as recommended by manufacturer. Caulk all windows and door trim.

48. EXTERIOR SIDING

a. Aluminum

New aluminum siding shall be not less than .024" thickness for wall panels and .032 for siding. Siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J-channel, door channel, inside and outside corners, starter strip, and finish mold.

b. Vinyl

New vinyl siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J-channel, door channel, inside and outside corners, starter strip, and finish mold. Siding shall be T-Lok solid vinyl siding by Mastic Corporation or approved equal. Product shall be installed by a licensed vinyl siding installer only.

49. EXTERIOR TRIM

a. Aluminum

All door and window trim shall be covered with baked enamel coil stock (minimum .019").

b. Vinyl

All door and window trim shall be covered with vinyl stock.

50. SOFFIT AND FASCIA

a. Aluminum

Soffit shall be built under roof overhand and covered with baked enamel aluminum soffit material over wooden soffit framing. Aluminum soffit material

shall be either ventilated, ribbed or V-groove, as selected by owner. Molding and trim shall be baked enamel aluminum. A fascia board shall be installed on rafter ends, and covered with baked enamel aluminum. Soffit shall be constructed 90° to wall, parallel to ground, and soffit supporting "look out" members shall be maximum 24" center to center.

b. Vinyl

Soffit shall be built as above and covered with vinyl as manufactured by Mastic Corporation or approved equal.

51. GUTTERS/DOWNSPOUTS

a. Aluminum

When gutters and/or downspouts are specified, aluminum gutters shall be installed over existing fascia, backstop with hangers recommended by manufacturer. Downspouts shall be placed over concrete or fiberglass splash block.

b. Galvanized

Galvanized gutter and downspout installation, when specified, shall be the same as the above.

52. EXTERIOR SIDING-STUCCO

a. New Installation

All stucco work shall be installed in accordance with ASTM C 926 and C 1063.

If stucco is to be applied over frame construction, a waterproof building paper of 30 lb. asphalt saturated felt must be applied to siding. Over felt, nail 3.4 galvanized metal lath reinforcement wire 7" on center with 1" galvanized roofing nails. Over reinforcement, apply one (1) 1/2" scratch coat, one (1) 1/4" brown coat and one (1) 1/8" finish coat shall be used.

If stucco is to be applied over primed block walls a 3/8" scratch coat and a 1/8" finish coat shall be used.

Block walls with any existing paint, surface coat, or finish that would hinder proper adhesion, shall be sandblasted clean before application, and/or an approved cement bonding agent or lath applied.

b. Repair

Remove all damaged stucco. Repair or replace metal lath or wire fabric as necessary, and apply new stucco to match existing surface.

53. SPRAY CRETE

Shall be applied to clean prepared surface with a masonry bonding, if needed. Two coats machine application, troweled in, but not to be applied over wood. Second coat may have marble glitter at owner's option.

54. ROOFING-GENERAL SPECIFICATIONS

All roofing shall be installed per F.B.C. (2004 Residential). All valleys, flashings, and eaves drip shall be replaced with new F.H.A. grade metal. All bare rafters shall have F.H.A. type metal edge. All vents and stacks projecting through the roof shall have appropriate new boots or flashing. Eaves drip or gravel stop shall overlap a minimum of 3" or a clip will be installed over the joint.

All damaged or rotted sheathing boards shall be replaced with new. End joints shall be made over a rafter. Rotted portions of rafters shall be cut back to good wood and a new rafter rail scabbed-in adjacent to rotted one and extended back into the building a distance equal to 2/3 to 1/3 ratio.

No new roof will be installed over any old roofing. Sheathing supporting barge rafters shall extend back onto the roof at least 4 feet or additional supports installed no more than 2'-0" O.C.

Roofing nails shall not penetrate through roof sheathing at any open or visible spot.

When new roofing is installed, sagging portions of roof shall be braced with minimum 2" x 4" lumber from roof rafters to nearest bearing wall. Purlins or sole plates shall be used when necessary.

When a new roof is installed in conjunction with aluminum fascia, eaves drip or gravel stop, and flashing shall also be aluminum.

55. ROOFING-MODIFIED BITUMEN

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install modified bitumen roofing material per manufacturer's specifications. Modified bitumen roofs shall carry a two-year unconditional warranty.

56. ROOFING-BUILT-UP

a. Tar and Gravel

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install a 4-ply, hot mopped built-up roof. Flood coat surface and cover with white river gravel.

NOTE: If glass base is used, rosin paper must be installed between it and the bare wood deck. Tar and gravel built-up roofs shall carry a five-year unconditional warranty.

b. Smooth Surface

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install a 3-ply fiberglass built-up roof (11-1/2" exposure) and emulsify the finished top surface per manufacturer's recommendations. Over emulsion apply a finish coat of fibered aluminum roof coating.

NOTE: If glass base is used, rosin paper must be installed between it and the bare wood deck. Smooth surface built-up roofs shall carry a two-year unconditional warranty.

57. ROOFING-METAL

Install metal starting strip on barge rafters and roof, indicated sections with five (5) V-crimp metal roofing and F.H.A. type metal drip edge. Existing sections which are free of rust and not damaged may be used providing they are identical to the configuration of the new panels. Panels must be nailed and caulked in conformance with the manufacturer's recommendations.

58. ROOFING-STRIP SHINGLES (FIBERGLASS/ASPHALT)

Apply two layers of 15 pound asphalt felt over 19" overlap. Over felt, install 240 pound self-sealing Class "A" strip shingles per manufacturer's recommendations. Provide a 30 year pro-rated warranty certificate from the manufacturer.

59. OVERHEAD GARAGE DOOR

a. New

Shall meet F.B.C. Code wind standards.

Door shall be of steel or fiberglass, one piece or sectional as called for in Write-Up. It shall be of standard size and opening framed to fit. Installation shall include all new track, hardware, hanger brackets, and springs. New door shall have key lock and lock securely. Door shall be installed so as to be reasonably weather tight.

b. Repair

Repair shall include the replacement or repair or adjustment of existing door hardware to make door fully operational, lockable, and reasonably weather tight.

60. FASCIA/EAVES/SOFFIT-REPAIR

a. Fascia

Deteriorated fascia boards shall be replaced using like material or No. 2 pine of same dimension. When replacing a fascia board, its length shall be sufficient to reach a minimum of three (3) rafter ends.

b. Eaves

Deteriorated sections of eaves shall be repaired by replace rotted rafter tails, sheathing, and fascia board (if existing) with new material to match the existing wood in dimension. All rotted wood shall be cut out and removed.

c. Soffit

Deteriorated sections of soffit shall be removed and replaced with new material to match existing. Replace all deteriorated soffit screening with 18 x 14 mesh aluminum screen wire or aluminum vent strips.

61. SOFFIT-EAVES

All eaves of house/accessory building, including gable ends shall be enclosed. This shall be done by applying 3/8" exterior plywood to underside of rafters. Enclosing of eaves shall include installation of fascia board. Soffit vent shall be 18 x 14 mesh aluminum wire or aluminum vent strips.

62. SOFFIT-FRAMED

Soffit shall be 3/8" exterior plywood installed from end of rafter to wall of structure. Soffit shall be constructed at 90° to wall, parallel to ground, and shall not be attached to bottom of rafters. Maximum spacing for soffit supporting "look out" members shall be 24" center to center. Soffit shall be finished at wall with molding strip and at end of rafter with a fascia board. Soffit vent shall be 18 x 14 mesh, aluminum wire, or aluminum vent strips.

63. CABINETS-VANITY

Lavatory base cabinet shall be clad with mica plastic (1/32" minimum thickness) on sides, front, doors, and drawers. Top shall be approximately 22" wide with 3" back splash, mica "curv-a-top," or wood covered with mica plastic (minimum .050" thickness). Lavatory basin shall be 18" round porcelain enamel on steel. Imitation molded marble tops may be used as substitute. Vanity installation should include new center set pop-up drain, new trap and supplies, and shut-offs.

64. CABINETS-MEDICINE

Shall be standard size of stainless steel, recessed, with minimum three (3) shelves, and plate glass mirror, unless otherwise specified on Work Write-Up.

65. CABINETS-KITCHEN BASE

NOTE: It is the contractor's responsibility when installing new cabinets to allow adequate clearance for the new appliances to be installed and/or the owner's existing appliances to be reinstalled.

a. New

Base cabinets shall be plastic clad (minimum 1/32" thickness) with appropriate doors and drawers. Top of cabinet shall be approximately 25" wide with a 4" back splash covered with mica (.052" minimum thickness).

b. Repair

Repair shall include replacing all hinges and pulls with new and replacing any damaged drawer guides or slides with new. After repair, doors and drawers shall operate smoothly and close properly. All unrepairable drawers and doors will be replaced.

c. Refinish

Interior of cabinets will be repainted with washable latex enamel following accepted paint procedures. Exterior surfaces will be painted or varnished or may be covered with mica at the owner's request.

66. CABINETS-KITCHEN UPPER

NOTE: It is the contractor's responsibility when installing new cabinets to allow adequate clearance for the new appliances to be installed and/or the owner's existing appliances to be reinstalled.

a. New

Upper kitchen cabinets shall be clad with plastic such as Formica V-32 (minimum 1/32" thickness) or equal. All doors shall be trimmed with plastic and painted inside.

b. Repair

Repair shall include replacing all hinges and pulls with new. After repair, doors will operate smoothly and close properly. All unrepairable doors will be replaced.

c. Refinish

Interior of cabinets and shelves will be painted with a washable latex enamel following accepted paint procedures. Exterior surfaces, at owner's request, will be painted, varnished or may be covered with Formica.

67. COUNTER TOP

Shall be approximately 25" wide with 4" back splash covered with mica (.052" minimum thickness) attached to base of chip board or exterior plywood--3/4" thick.

68. CLOSETS

Build a clothes closet in the indicated room by installing 2" x 4" studs, 16'-0" on center from floor to ceiling. Inside dimensions to be 2'-0" by specified length. Closet shall be finished inside and out with 1/2" sheetrock and base board. Install

flush, bi-fold, or by-pass doors neatly trimmed out as called for in Write-Up. Include installation of a clothes shelf, hanger rod and finish flooring.

69. ELECTRICAL

When specified, the following criteria will apply:

- a. New service panel shall include increasing capacity to indicated amps, proper grounding and installing lightning arrester. New service panel box shall include adequate number of circuits to avoid overloads. Label all circuits clearly.
- b. All appliances shall be on separate circuits.
- c. All new and existing exterior outlets and interior outlets in the kitchen, bath and laundry/utility room shall meet N.E.C.210.8 (A) 1-7 with GFCI's.
- d. All exterior doors shall have an exterior light controlled from an interior wall switch.
- e. Each room shall have a light controlled from a wall switch or a switched outlet.
- f. No exposed wire connections will be allowed. All such joints will be properly taped and sealed in an appropriate electrical box.
- g. Closet lights, when specified, shall be recessed units controlled from a wall switch.
- h. New service panel locations shall be in conformance with local codes.
- i. Wiring of new water heater or rewiring of existing water heater shall be in conformance with the National Electric Code (2002).

70. APPLIANCES

When called for new, shall be white or almond in color, in standard dimensions.

a. Electric Ranges

Will have standard oven, clock, and timer and shall be installed and tested for proper operation.

b. Gas Range

Will have standard oven, clock, and timer, and shall be connected to gas supply and tested for proper operation. Duplex receptacle shall be included with range when needed for range accessories.

c. Range Hood

Shall have a light and a fan with a 2-speed motor with minimum 140 CFM minimum speed.

d. Refrigerator

Shall be installed in level position with duplex receptacle of no more than one (1) foot from unit.

71. HEATING

a. **Gas**

Indicated model shall be installed in area designated and tested for proper operation. No unvented gas heaters will be accepted. All gas piping, appliances and connections shall meet the Florida Gas Code.

b. **Electric**

Heater shall be installed to meet National Electric Code (2002) and tested for proper operation.

Individual heaters shall be on separate circuits as per code.

Electric water heaters shall be installed complete with separate electric circuit. Proper wiring shall include use of No. 10 wire protected by Greenfield, bonding the hot and cold water pipes and grounding of unit.

72. **APPLIANCE AND HEATING EQUIPMENT-REPAIR**

All appliances such as ranges, refrigerators, range hoods, and all heating equipment shall be repaired and tested to assure safety of operation and maximum durability.

73. **PLUMBING**

Fixtures:

All tubs, sinks, lavatories, and water closets, when provided new, shall be installed complete. New water lines shall be 1/2" copper, cpvc or pex joint piping per code. Where connecting copper to existing iron pipe, a dielectric union is required. All new chrome trim and fittings to include: faucets, traps, supply and return pipes, stops, diverter valve, lead and brass stubs, water closet in-and-out parts. As specified, shower rod shall be aluminum, or stainless steel screwed to wall.

Water lines, waste lines, and vents shall be of size and material approved by the Plumbing Code.

Gas water heaters shall be installed complete with gas lines and properly vented in accordance with applicable codes.

A drain pan shall be installed under the water heater with a 1" diameter waste pipe and relief valve.

74. **NEW ADDITIONS**

When new additions are specified, all materials and workmanship shall comply with applicable codes and requirements.

75. **ACCESSORY BUILDING-METAL**

a. All metal utility buildings shall be prefabricated aluminum type with P.T. floor joists installed and anchored according to manufacturer's directions.

- b. The building 8'-0" x 10'-0" or larger shall contain one (1) 3'-0" x 6'-8" metal door with lock in handle and an optional aluminum single-hung or awning window, as called for in the Write-Up.
- c. When metal wall panels are less than .032 thicknesses and meet F.B.C. 2004.
- d. All metal utility buildings shall be weather tight and designed so that the interior floor will be dry.

76. ACCESSORY BUILDING-FRAME

Construct a frame accessory building to specified dimensions along with a minimum 3/12 roof pitch and 12" minimum roof overhang.

Garage shall be constructed as follows:

- a. 8" x 16" continuous footer per F.B.C. (2004 Residential)
- b. 4" concrete floor slab reinforced with 6" x 6" - 10/10 wire mesh, 6 mil vapor barrier and termite treatment.
- c. 2" x 4" studs on 16" centers pressure treated, sole plate, double top plate.
- d. Install engineered truss system, or conventionally frame per F.B.C. (2004 Residential) Chapter 23." Hurricane clips every rafter. 1" x 8" cedar or #2 pine fascia with 1" x 2" drip strip of same material. Box in soffit and gable overhang with 3/8" exterior grade plywood. Roof sheathing to be minimum 4'-0" x 8'-0" x 1/2" exterior grade plywood. Spacing of rafters shall be determined by the sheathing and other material used.
- e. Both gable ends and all exterior walls shall be finished with 5/8" T-111 plywood or other code approved materials.
- f. Roofing shall be 240 pound strip shingles over 15 pound felt. All roof edges shall have F.H.A. metal drip edge.
- g. Install one (1) metal overhead door, 7'-0" x 8'-0."
- h. Install one (1) 1-3/4" x 2'8" x 6'8" solid exterior door (half-combination, at owner's request) complete with jamb and entry lock.
- i. Install one (1) aluminum awning or S.H. window C-23.
- j. Vent through either gable or eaves.

77. ACCESSORY BUILDING-BLOCK

Construct a block masonry accessory building to specified dimensions along with a minimum, 3/12 roof pitch and 12" minimum roof overhang as follows.

- a. 8" x 16" continuous footer with two #5 rebars.
- b. 4" concrete floor slab reinforced with 6" x 6" - 10/10 wire or fiber mesh.
- c. 8" x 8" x 16" cement block walls. Top course shall be "U" lintel blocks with one 5/8" rod and 2500 psi concrete. If 2" x 8" P.T. plate is to be installed, anchor

bolts shall be 1/2" x 6" spaced 6'-0" on center. Exterior corners to have steel dowels and continuous 5/8" rods into lintel. Core to be filled with concrete.

d. Install engineered truss system, or conventionally frame per F.B.C. (2004 Residential) Chapter 23.

e. Both gable ends and all exterior walls shall be finished with tempered hardboard, grooved panels, or 5/8" T-111 plywood.

f. Install one (1) metal overhead door, 7'-0" x 8'-0."

g. Install one (1) 2'8" x 6'8" (1-3/4" thick) exterior combination door with jamb and entry lock.

h. Install one (1) aluminum awning or S.H. window C-23.

i. Vent through either gable or eaves.

78. FENCES

a. New

Shall consist of the chain link variety. Hot dipped galvanized wire, post, and fasteners. Entrance gates shall be minimum 36," driveway gates minimum 10'-0." Posts shall be anchored in concrete. All fence installations shall be surveyed. Height to be in accordance with local zoning regulations.

b. Repair

When called for Work Write-Up shall consist of reinstalling or replacing with new line posts, corner posts, top rail or section of fencing (chain link or wood) and repair or replacement of gates.

79. DEMOLISH AND REMOVE FROM PREMISES

All items listed under this specification shall be removed from premises before calling for final inspection. Remaining areas shall be left clean.

80. SMOKE DETECTOR(s)

Shall be a UL, F.B.C. and N.E.C. approved and installed unit with battery back up. Unit shall have a minimum one-year warranty.

81. PAINTING

Painters must be approved by Community Development before contract is approved.

a. General

No lead based paint will be used for any application. (This means any paint containing more than one percent (1%) lead by weight in the total non-volatile contents.)

All surface conditions identified as immediate hazards shall be thoroughly cleaned (washed, sanded, scraped, wire brushed, or otherwise cleaned) so as to

remove all cracking, scaling, peeling, chipping, and loose paint on applicable surfaces. Such surfaces that have been so treated shall then be repainted with two coats of a suitable non-lead paint in accordance with Section 35.14.

No interior or exterior painting is to be done without a painting inspection and approval to proceed (contractor shall request inspection after surface preparation has been completed). Any painting over dirt or over loose, scaling, or peeling paint will be rejected.

All surfaces including floors, walls, ceilings, trim, doors, and both sides of window and door glass, shall be cleaned, and excessive paint removed from same upon completion of painting.

b. Products

All painting products shall be standard, nationally known brands of "best grade" first-line quality with labels on the containers. All paint shall be delivered to the job site in unopened containers. All painting products shall be applied in strict accordance with manufacturer's specifications. Paint colors only shall be selected by owner.

c. Preparation

All joints in trim siding and frames shall be caulked by gun method before application of paint. Prepare surfaces by scraping loose paint, point up all cracks and holes, and sand smooth both exterior and interior surfaces. All foreign material such as nails, hooks, fasteners, etc., shall be removed, and the holes filled and sanded smooth. (Putty nail holes, cracks, and blemishes after primer coat has been applied, but before application of finish coats.) All stained and porous surfaces shall be sealed before painting. Coat all knots, sap streaks, and water stains with one (1) coat shellac, or other approved sealer, before painting. All masonry surfaces shall be pressure cleaned or wire brushed free of loose material; all voids will be patched and allowed to dry prior to painting. All metal surfaces will be scraped free of loose materials, and all rust removed prior to painting. Galvanized metal shall be allowed to weather two (2) weeks prior to painting, or coat with zinc chromate or vinegar solution prior to painting.

d. Application

All surfaces to receive paint and special applications are indicated. The painting out of a room shall include all walls, ceiling, base trim, window and door trim, interior of all closets, kitchen cabinets, drawers, and both sides and all four (4) edges of doors. All wood trim, bathroom walls and ceiling, and kitchen walls and

ceiling, shall be coated with washable semi gloss paint. All newly installed exterior wood shall receive one (1) coat of primer within 48 hours of installation.

NOTE: All painting shall adequately cover surface painted - ADDITIONAL COATS MAY BE NEEDED TO MEET THIS REQUIREMENT.

- (1) Interior Painting--unless otherwise specified in the Work Write-Up, painting shall include one (1) primer coat and one (1) finish coat.
- (2) Exterior Painting--unless otherwise specified in the Work Write-Up, painting shall include one (1) primer coat and one (1) finish coat.
- (3) Porch Floors--unless otherwise specified in the Work Write-Up, painting shall include two (2) coats of quality exterior finish and deck enamel.
- (4) Concrete and Masonry--painting shall include one (1) primer coat and one (1) finish coat of latex based paint.
- (5) Metal--follow manufacturer's instructions for metal surface preparation. Prime metal with one (1) coat of metal primer, then finish painting with one (1) coat of Rustoleum. Kilrust, or approved equal.

82. INSULATION

When installation of insulation material is specified, batts or loose-filled material of any type certified for this purpose may be used. The installed material shall conform to conform to the F.B.C. and its Energy Efficiency requirements:

Minimum installed allowances as allowed by code are:

R-30 for Attic Insulation

R-19 for Wall Insulation (frame walls)

R-5 for Wall Block Wall Insulation (Double fur as necessary to increase)

These "R" values shall be certified in writing by the installing contractor.

83. FILL AND GRADING

a. No wood surfaces shall be closer than 8" to any soil. Fill material shall be clean and free of stones and debris with no wood scraps. It shall have reasonable moisture content when placed. Fill material placed against newly damp-proof surfaces shall be an appropriate sand-gravel mix for proper soil drainage. Fill material shall be carefully placed against walls and shall be well compacted. Fills having a depth in excess of 30" shall be placed in layers of 12" in thickness or less, and each layer shall be well compacted. Where applicable, top 4" (3" under sod) shall be topsoil suitable to plant growth. Strip and stockpile topsoil that will be reused in the work.

b. **Grading of yards and drainage away from building.**

NOTE: Scheduling a yard to be graded does not necessarily imply that the pitch of the entire yard is to be changed. It usually means that various lump, depressions and irregularities are to be filled, and/or raked smooth to finish grade that insures proper drainage for the lot.

84. Eligible Energy Efficiency Improvements

The following energy efficiency improvements are eligible for funding to the extent that they meet individual program requirements and do not exceed maximum assistance levels:

Infiltration Control

1. Caulking
 - a. Window frames
 - b. Door frames to exterior or unconditioned areas
 - c. Sole and top plate - when accessible only
2. Penetrations - utility, hose bib, and other exterior or interior joints or cracks in the building envelop
3. Weather stripping
4. Threshold replacement/installation - doorways to exterior or unconditioned areas
5. Exhaust vent damper installation
6. Fireplace - install flue damper, glass door and outside combustion air intake

Insulation

1. Ceiling - increase to R 30
2. Exterior walls
 - a. Frame - increase to R 11
 - b. Block - increase to R 5
3. Ductwork - forced air heating and cooling in unconditioned areas - increase to R 6
4. Water pipes (hot & supply) within 6 feet of water heater fittings

Heating & Cooling System

1. Maintenance service to heating or built in cooling system
2. Replace failed heating system with high efficiency unit
3. Thermostat replacement

Hot Water Conservation - installation of flow restricting device on or within shower head to limit flow to no more than 3 GPM

Work performed under this section shall meet the requirements of the State of Florida Energy Efficiency Code for Building Construction.

Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts: 4, 5	Project Districts: 4, 5	<input checked="" type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on DATE
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	Program has not been selected by the state for review.
Person to be contacted regarding this application			
First Name: Leo	Middle Initial: J	Last Name: Luttig	
Title: Business Manager	Phone: 407-665-2393	Fax: 407-665-2399	
eMail: lluttig@seminolecountyfl.gov	Grantee Website: seminolecountyfl.gov	Other Contact: Buddy Balagia, 407-665-2389	
Signature of Authorized Representative		Date Signed	

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: CSBG Elected Official from District 5

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Joe Forte

CONTACT: Kelly Bowles

EXT: 2319

MOTION/RECOMMENDATION:

Appoint Darien Oliver as a Target Area Representative to serve on the Community Services Block Grant Advisory Board.

District 5 Brenda Carey

Shirley Davis-Boyce

BACKGROUND:

Community Services Block Grant (CSBG) funding has been granted to Seminole County since 1987-1988. The acceptance and use of CSBG funds requires an Advisory Board of Directors (Board) which is comprised of the following:

- a. One-third (1/3) of the members of the Board as elected officials currently holding office (or their representative);
- b. One-third (1/3) of the members as persons chosen in accordance with the demographic selection procedures (Town Meetings) to assure representation from target areas;
- c. One-third (1/3) of the Board as representatives from the private sector, officials or members of business, labor, industry, religious or other major groups in the community.

This Advisory Board meets quarterly to review the progress of the CSBG Program and to assist staff in planning program activities.

Staff is requesting the Board of County of Commissioners to approve an appointment to fill a vacancy for the District V target Area:

Appointment of Darien Oliver to represent the Target Area of Sanford for the term: November 18, 2008-November 18, 2010. Mr. Oliver was elected by his community on October 6, 2008, to fill the vacancy left by Charlie Morgan whose term expired.

STAFF RECOMMENDATION:

Appoint Darien Oliver as a Target Area Representative to serve on the Community Service Block Grant Advisory Board.

ATTACHMENTS:

1. Appointment Information Form
2. 10-06-08 Sanford Election Results

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

SEMINOLE COUNTY

APPOINTMENT INFORMATION FORM

Please type or print the application in black ink and mail to
 Chairman, Board of County Commissioners
 County Services Building
 1101 East First Street
 Sanford, FL 32771

NOTE: A resume or separate sheet with additional information may be included with the application. Please note that you are responsible for updating information on this form. Please call or write the County Commission Office to advise of any changes.

DATE: Oct. 6, 08

NAME: Oliver Darien Lorenzo
 (Last) (First) (Middle)

ADDRESS: Home: 4530 Richard Allen St P.O. Box 470537 Lakeland
 Office: FL 32747

PHONE: Home: _____ Office: _____ Cell: 407-883-7255

EMAIL: DL01261@AOL.com

EMPLOYER: N/A

POSITION: _____ HOW LONG: _____

EDUCATION: School Degree(s)
 High School Seminole High
 College Seminole Community College

If you currently or have ever held a professional or business license or certificate, please provide the title, issue date and issuing authority. If any disciplinary action has been taken, please state the type and date of the action taken:

N/A

Please list the Boards or Committees on which you would prefer to be considered for appointment:

Do you wish to be considered for other Boards? Yes No ()

Please state your experience and interests that you feel would qualify you as a candidate for appointment to the Board/Committee(s):

I sit on the board for Bookertown Improvement Center

Florida law requires that members of certain boards file a detailed financial disclosure form. Would you be willing to serve on such a board? Yes No ()

Are you a resident of Seminole County? Yes No ()
 Are you a registered voter? Yes No ()
 Do you own property in Seminole County? Yes () No
 Have you attended Seminole County's Citizens' Academy? Yes () No
 Have you ever served on a County Board? Yes () No

If yes, when and which board(s)? _____

Seminole County strives to ensure that all County Boards are representative of the community. To assist in this endeavor, please check the applicable boxes:

Ethnicity: African American () Caucasian [non-Hispanic] () Hispanic () Other ()

Gender: Female () Male ()

Date of Birth: 6/2/69

REFERENCES:

Name	Address	Phone
Carlton Edge	Gilbert & Lakewood	321-279-6074
Tavi Brown	1152 Dunbar Ave Lakewood	407-330-7517
Pelicia Menefee	1050 Dunbar Ave Lakewood	321-262-4879
Alice Oliver	1261 Dunbar Ave Lakewood	407-328-8671

The Appointment Information Form, when completed and filed with the County Commission Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and therefore is open to public inspection by any person.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Alice L. Oliver
Signature

CLOSE WINDOW



**SEMINOLE COUNTY COMMUNITY SERVICES BLOCK GRANT
ADVISORY BOARD RE-ELECTION**

TARGET AREA MEETING SIGN IN SHEET

AREA: SANFORD - DISTRICT V

DATE: 10/6/08

TIME: 7:30-8:30PM

	NAME	ADDRESS	PHONE	OVER 18 YEARS OF AGE	
				YES	NO
1.	Cowendelyn Butler	3300 Hughey St	407 324-7621	✓	
2.	James Butler	2080 mubby lane	407-329-8361	✓	
3.	Sharon Burke	1404 West 16th St.	4073289243	✓	
4.	Darien Oliver	P.O. Box 470538 Lk Monroe ^{FL} 32747	407-883-7755	✓	
5.	Samepp Butler	3320 Hughey St.	407-323-4121	✓	
6.	Lisa Kvern	3320 Hughey St.	407-323-4121	✓	
7.	Patricia Law Renee	APT 10 Edward Higgins Terr.	407-272-4514	✓	
8.	Rev. Valarie J Henry	1205 W 12th Street	407 322-5071	✓	
9.	Annie O'Neill	1206 W. 16 St. Sanford,	407-322-8807	✓	
10.	Lauri Brown	1150 Dinker Ave ^{Lk Monroe} FL 32747	407 314-2100	✓	
11.	CARLTON B. Edge	4501 Gilbert St. LAKE MONROE	407-330-7483	✓	
12.					
13.					
14.					
15.					
16.					

XI- NOMINATIONS FROM THE FLOOR

Names of Nominees:

Number of votes obtained:

1. Daryan Oliver

6

2. Lisa Rivera

34

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: 2008-09 Community Service Agency Grant Agreements

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Joe Forte

CONTACT: Kelly Bowles

EXT: 2319

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Community Service Agency Grant Agreements for the 2008-2009 budget year.

County-wide

Shirley Davis-Boyce

BACKGROUND:

During the 2008-2009 Budget Work Sessions, the Board of County Commissioners (Board) approved the distribution of Six Hundred Eighty Two Thousand Dollars (\$682,000) to fourteen (14) local not for profit agencies to provide a variety of services for Seminole County residents. Of the Six Hundred Eighty Two Thousand Dollars (\$682,000), Thirty Five Thousand Dollars (\$35,000) will be used to support the Midway Safe Harbor Program with an additional Five Thousand Dollars (\$5,000) funded through the Substance Abuse Trust Fund. The Agreements are attached for Board consideration and approval.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Community Service Agency Grant Agreements for the 2008-2009 budget year.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Agreement
4. Agreement
5. Agreement
6. Agreement
7. Agreement
8. Agreement
9. Agreement

- 10. Agreement
- 11. Agreement
- 12. Agreement
- 13. Agreement
- 14. Agreement

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

THE SALVATION ARMY FAMILY FOCUS PROGRAM AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20__, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and THE SALVATION ARMY, a Georgia non-profit corporation, authorized to conduct business in the State of Florida, whose address is 1424 NE Expressway N.E., Atlanta, Georgia 30329, hereinafter referred to as the "SAFF".

W I T N E S S E T H:

WHEREAS, the SAFF provides children's services to residents of Seminole County, Florida through the Circuit and County Court systems in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have

relied.

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THE SALVATION ARMY
FAMILY FOCUS PROGRAM

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SAFF fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SAFF after SAFF has received notice of termination. Upon said termination, SAFF shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The SAFF shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide children's services to residents of Seminole County, Florida through the Circuit and County Court systems in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. SAFF agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SAFF during the term of this Agreement. It is understood that SAFF has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby SAFF would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SAFF shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to SAFF or whomsoever, resulting out of SAFF'S fraud, defalcation, dishonesty, or failure of SAFF to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SAFF in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SAFF up to a maximum sum of FORTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$40,500.00) for all services provided hereunder by SAFF during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in

YIP HANG LO
TOMMY RIVERA

Exhibit "A" and that SAFF has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SAFF shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. SAFF shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:



(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of SAFF, any problems relating to the services to

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be provided pursuant to this Agreement that might exist for SAFF and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SAFF shall submit on a quarterly basis, a financial report reflecting total SAFF receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SAFF shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SAFF as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SAFF after SAFF has received such notice of termination. In the event there are any unused COUNTY funds, SAFF shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SAFF shall allow the COUNTY, its duly authorized agent and the public access to such of SAFF'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes as applicable.

Section 11. Audit. SAFF shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009,

REVISED

2008-2009

or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For SAFF:

Program Director
Salvation Army Family Focus Program
1610 W. Airport Boulevard
Sanford, Florida 32771

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SAFF shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in

THE SALVATION ARMY
FAMILY FOCUS PROGRAM

effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SAFF as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SAFF and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SAFF agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SAFF, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida

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SALVATION ARMY
FAMILY FOCUS PROGRAM

Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:



CHARLES W. POWELL
Secretary

(Corporate Seal)

STATE OF GEORGIA)
COUNTY OF FULTON)

 THE SALVATION ARMY,
a Georgia Corporation
By: X 
ISRAEL L. GAITHER Terry Griffin
Chairman VICE PRESIDENT
OCT 13 2008
Date: _____

I HEREBY CERTIFY that, on this 13th day of October, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ISRAEL L. GAITHER, as Chairman and CHARLES W. POWELL, as Secretary, of THE SALVATION ARMY, a Georgia non-profit corporation, authorized to do business in the State of Florida who are personally known to me or who have produced _____ as identification. 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.





Print Name BARBARA GUNNING
Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk
8/14/08
P:\Users\lkennedy\My Documents\Community Services\s Salvation Army 2008.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



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BOARD OF COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: The Salvation Army-Family Focus
AGENCY ADDRESS: 1610 W. Airport Blvd, Sanford, FL 32773
PRESIDENT/DIRECTOR NAME: Ida Rivera
AGENCY PHONE NUMBER: (407) 323-6848
AGENCY FAX NUMBER: (407) 321-3491
AGENCY E-MAIL:
PRESIDENT/DIRECTOR E-MAIL: Ida_Rivera@uss.salvationarmy.org

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service	Description (Define a unit of service)
1. Supervision-Visit	1 Supervised visit session for 1 client for 1 hour
2. Supervision- Exchange	1 Monitored Exchange session for 1 family lasting 1 hour
3. Case management	1 hour of case management
4. Parent Education	1 Parent Education class for 1 client for 2 ½ hours
5. Assessment	1 Assessment for 1 client for 1 hour

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service	Number of County funded units
1 Supervision- Visit	150 Supervised visitation session
2. Supervision-Exchange	135 Monitored exchange session
3. Case management	350 Hours
4. Parent Education	145 Classes
5. Assessment	100 Hour

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service	Unit Cost (if unit is greater than \$5.00 round to the nearest dollar)
1 Supervision- Visit	\$65.00 per one hour session per client (supervised visit)
2. Supervision-Exchange	\$65.00 per session per client (monitored exchange)
3. Case management	\$30.00 per hour of case management
4. Parent Education	\$55.00 per class per client
5. Assessment	\$35.00 per assessment/intake per client

IV. How did you determine the unit cost defined in question (III.)?

Service	How Unit Cost determined
1 Supervision- Visit	Survey of similar programs in United States
2. Supervision-Exchange	Survey of similar programs in United States
3. Case management	Survey of similar programs in United States
4. Parent Education	Survey of similar programs in United States
5. Assessment	Survey of similar programs in United States

***Not to exceed \$ 40,500**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: The Salvation Army Family Focus Program

Original and One Copy to:

Program Manager: Kelly Bowles
534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Sup. Visit	1525			150			65.00	\$0.00
Sup. exchange	129			130			65.00	\$0.00
Case manage	3784			350			30.00	\$0.00
Parent Educ	1401			145			55.00	\$0.00
Assessment	273			95			35.00	\$0.00
								\$0.00
TOTAL	7112	0	0	870	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	

*Client Service Record (breakdown of all billable units & client numbers) must be

EXHIBIT D

PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: Existing New

Agency: The Salvation Army
 Program: Family Focus
 Program Locations: 1610 W. Airport Blvd. Sanford, FL 32773

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>Children who are victim of abuse and neglect need a safe, secure place to visit their non custodial parent.</p>	<p>To provide a safe and secure structured environment for parents and children when the court ordered to supervised visitation.</p>	<p>Observation forms are completed on each visit of child b the monitor. Uniform law enforcement is provide at visits to enforce security and safety of the child</p>	<p>Each family will have a monitor during visits. Monitored are trained in observing visits. Each visiting parent is provided with a list of rules for visitation when they do their intake. If they do not abide the rules there visit can be terminated. Uniformed law enforcement is also present to insure that rules are followed and the visits are safe and secure.</p>	<p>Observation forms are completed during the visit. The observation form completed by the monitor describe the behavior, reactions and interactions between children and non custodial. Any redirection or warnings by the monitor or law enforcement is noted on the observation form.</p>	<p>Increase child's feeling of safety during scheduled visits. Increase a positive parent/child interaction.</p>
<p>Seminole County is ranked second in Florida with the number of abuse and neglect calls per month on percent per 100 children. It would seem that there is a need for alternative parenting skills to be taught to parents who have abuse or neglected their children.</p>	<p>To provide an alternative parenting skills and discipline program through the Nurturing Parenting Program.</p>	<p>Attend 12 week parenting class 2 ½ hour per week. Must complete home work assignment, participate in class discussion. The participant will take the AAPI test at the beginning of the course and again at the end of the course.</p>	<p>Parenting class skills are practiced in class, videos are watched to learn new alternative ways, and class discussion of class assignment is discussed. Participants are given an opportunity to interact with other class members and discussed their parenting skills.</p>	<p>AAPI 2 Test are based on five constructs; for the student to complete the test with a satisfactory score the must score a 4 or better on a scale of 1-10. Completion all class requirement in a satisfactory manner and the AAPI 2 leads to graduation from the course.</p>	<p>Parents gain new confidence in their parenting skills and learn alternative ways in disciplining their children.</p>

EXHIBIT D
PROGRAM LOGIC MODEL (Continued)

Name of Program: Family Focus Program

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: X NEW: DATE REVISED:

Outcomes	Indicators
<p>Outcome 1: Increase child's feeling of safety during course of scheduled visits.</p>	<p>1.1 Children and non custodial parent are observed during visits. A trained monitor is with parent and child at all times which, provides the child with feelings of safety.</p> <p>1.2 Clients through out the intake are made aware of rules, guidelines, expectations and procedure in order to maintain a safe environment.</p> <p>1.3 Presence of uniform law enforcement provides the child a feeling of safety.</p>
<p>Outcome 2: Increase positive parent/child interaction.</p>	<p>2.1 Parent and child are encouraged to interact with each other through a variety of activities.</p> <p>2.2 Decrease intervention or redirection of parent mentor during visits.</p>
<p>Outcome 3: Parents gain new confidence in their parenting skills and learn alternative discipline skills.</p>	<p>3.1 Parents attend a 12 week parenting class.</p> <p>3.2 Parents are pre and post tested during the parenting class.</p>

EXHIBIT D
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. Increase child's feeling of safety during course of scheduled visits.	An observation form is prepared by the monitor during each visit. The non custodial (visitors) participate in an intake prior to the initiation of the coordination of the visits.	All parents (visitors) and children are observed by a monitor during each visit and is documented in an observation form which is added to the clients file. All parents (visitors) participate in an intake/assessment which is added to the clients file.	Family Focus participants are encouraged to complete surveys while participating in the program.
2. Increase positive parent/child interaction.	An observation report is completed during visit documenting interactions between the child and parent and whether intervention was required from staff in order to aid the parent.	Parents self report concerns to parent mentor as needed, this is documented in progress notes and observation reports.	Participants are encouraged to complete survey. Self reporting is also encouraged and is documented in progress notes and observation reports.

<p>3. Parents gain new parenting skills and learn alternative discipline skills.</p>	<p>Attendance to 12 weeks parenting class.</p> <p>Score of parenting assessments; improvement in the post test at the end of the 12 week course</p>	<p>All participants sign a sheet demonstrating their attendance.</p> <p>All participants are required to take the AAPI twice; at the beginning and end of the class.</p>	<p>All participants receive a survey at the completion of the course giving them an opportunity to provide feedback about the facilitator, the facility and the curriculum.</p> <p>The classes are offered at various times and dates in order to meet the demands.</p>
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Notes:

EXHIBIT D

PROGRAM LOGIC MODEL (Continued)

QUARTERLY OUTCOME MEASUREMENT REPORT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1: Increase child's feeling of safety during course of scheduled visits.

Indicators: The children and their non custodial interactions during visits are observed by a monitor.

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2: Increase positive parent/child interaction.

Indicators: Parent and child are encouraged to interact with each other through a variety of activities. Decrease intervention or redirection of parent mentor during visits.

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3: Parents gain new parenting skills and learn alternative discipline skills.

Indicators: Score on parenting assessment, AAPI (post)

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT D

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

***PLEASE REMEMBER TO ATTACH A COPY OF YOUR AGENCY'S QUARTERLY FINANCIAL REPORT.**

SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a Florida non profit corporation, whose mailing address is Post Office Box 2921, Sanford, Florida 32772-2921, hereinafter referred to as the "COALITION".

W I T N E S S E T H:

WHEREAS, the COALITION provide shelter, food, basic care items and counseling sessions, including information on the dynamics of domestic violence, assessments and other supportive activities as needed to Seminole County adult and juvenile victims of domestic violence; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that COALITION fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received notice of termination. Upon said termination, COALITION shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The COALITION shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide shelter, food, basic care items and counseling sessions, including information on the dynamics of domestic violence, risk assessments and other supportive activities as needed to Seminole County adult and juvenile victims of domestic violence, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. COALITION agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by COALITION during the term of this Agreement. It is understood that COALITION has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby COALITION would be paid for providing the above services except as specified in Section 4 herein.

COALITION

Section 6. Liability and Indemnification.

(a) COALITION shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to COALITION or whomsoever, resulting out of COALITION'S fraud, defalcation, dishonesty, or failure of COALITION to comply with applicable laws or regulations; or by reason or as a result of any act or omission of COALITION in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to COALITION up to a maximum sum of SIXTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$67,000.00) for all services provided hereunder by COALITION during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is

sought are in accordance with service projections as described in Exhibit "A" and that COALITION has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, COALITION shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. COALITION shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

- (1) A listing of objectives and projected service levels to benefit the COUNTY;
- (2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;
- (3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;
- (4) The percent of projections achieved to date;
- (5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as

the general progress of COALITION, any problems relating to the services to be provided pursuant to this Agreement that might exist for COALITION and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, COALITION shall submit on a quarterly basis, a financial report reflecting total COALITION receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, COALITION shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to COALITION as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received such notice of termination. In the event there are any unused COUNTY funds, COALITION shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. COALITION shall allow the COUNTY, its duly authorized agent and the public access to such of COALITION'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. COALITION shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For COALITION:

Jeanne Gold, Executive Director
Seminole County Victim's Right Coalition, Inc.
Post Office Box 2921
Sanford, Florida 32772-2921

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, COALITION shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to COALITION as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. COALITION and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. COALITION agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin,

or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting COALITION, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

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

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

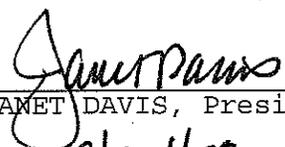
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.

ATTEST:



KIP BEACHAM, Secretary
(Corporate Seal)

SEMINOLE COUNTY VICTIM'S
RIGHTS COALITION, INC.

By: 

JANET DAVIS, President

Date: 9/24/09

[ATTESTATION CONTINUED ON PAGE 10]

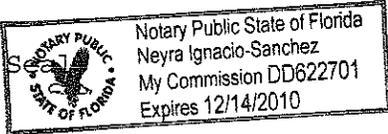
RECEIVED

2009 9 24

SEMINOLE COUNTY

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that, on this 24 day of September, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JANET DAVIS and KIP BEACHAM, as President and Secretary, respectively, of SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary )


Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk
8/14/08
P:\Users\lkennedy\My Documents\Community Services\victim rights coalition 2008.doc

Three (3) Attachments:

- 1. Exhibit "A" - Scope of Services
- 2. Exhibit "B" - Seminole County Community Service Agency Report Form
- 3. Exhibit "C" - Program Logic Model

RECEIVED

SEP 24 2008
COMMUNITY SERVICES

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME:
AGENCY ADDRESS:
PRESIDENT/DIRECTOR NAME:
AGENCY PHONE NUMBER:
AGENCY FAX NUMBER:
AGENCY E-MAIL:
PRESIDENT/DIRECTOR E-MAIL:

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Shelter Nights	Clients who remain in shelter for safety, food, basic care items, for a minimum of 23 hours
2. Individual counseling	One counseling session lasting an average of one hour minimum. Counseling is advocacy which involves providing information on the dynamics of domestic violence, completing assessment of risk and ongoing safety planning, and engaging in other supportive activities as appropriate.

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. Shelter Nights	2500 nights
2. Individual Counseling	780 hours

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (if unit cost is greater than \$5.00, round to the nearest dollar.)
1. Shelter Nights	\$19 per night
2. Individual counseling	\$25 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Shelter Nights	Industry standard set by the Department of Children and Families
2. Individual Counseling	Industry standard set by the Department of Children and Families

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: SafeHouse of Seminole

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$67,000.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Shelter Nights	2500			2500			19.00	\$47,500.00
Ind. Counsel	780			780			25.00	\$19,500.00
								\$0.00
								\$0.00
TOTAL	3280	0	0	3280	0	0		\$67,000.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: 9/26/08 Existing New

Agency: SafeHouse of Seminole County
 Program Locations: Seminole County
 Program: Domestic Violence Shelter

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>In 2007, there were 2,185 reported crimes of domestic violence in Seminole County. This is an increase of 7.2% over the previous year.</p>	<p>To provide a safe, confidential home and safe haven for victims of domestic violence and their children who are in imminent danger.</p>	<p>. 100% of the 320 victims and their children who enter the safe house will receive immediate safety through the video/audio security system, curfew, advocate monitoring and law enforcement presence.</p>	<p>Advocates will conduct initial screening for emergency shelter over the telephone. All files documented. For confidentiality, entry into the shelter will be with law enforcement escort, when possible. Trained, state certified advocates are on staff at all times, 24/7.</p>	<p>An exit assessment, goal attainment review and future planning are conducted prior to a resident participant leaving the program. Quarterly and yearly audits of files are conducted. Observations and physical/cognitive assessments documented as needed.</p>	<p>Safety of the victims of domestic violence will increase upon entering the shelter.</p>
<p>Victims of Domestic Violence and their children need to prepare safety plans in addition to going to a safe place to escape harm and death.</p>	<p>To engage victims and their children more fully in safety planning and lethality/risk assessments.</p>	<p>Have 80% of the SafeHouse population through counseling, support groups sessions and case management to create individualized written safety plans with the assistance of trained advocates.</p>	<p>Advocates will assist with safety planning throughout the stay with copies given to the participant.</p>	<p>Exit assessments, goal planning review are done prior to a participant leaving. Quarterly and yearly audits are done.</p>	<p>All victims participate in an initial safety plan and lethality assessment along with educational tools regarding their safety.</p>
<p>Many victims of domestic violence and their children leave for safe and emergency shelter without money and resources.</p>	<p>To provide individualized assessments and case management to victims of domestic violence to tap into benefits and make decisions.</p>	<p>After 72 hours of entering, 75% of the program participants will meet regularly with a case manager and advocate to work on personalized goals and plans during the 12-week program.</p>	<p>Case managers and family service advocates are required to meet with victims and their children within 72 hours of entering SafeHouse. Individualized plans will be placed in their files.</p>	<p>Exit assessments, goal planning review are done prior to a participant leaving. Quarterly and yearly audits are done.</p>	<p>Program participants receive referrals to resources and become more aware of options and benefits available to them within their time at SafeHouse.</p>

<p>Thousands of domestic violence crimes go unreported, according to FCADV and DCF</p> <p>Victims are often alone, far away from their families or with no family support.</p>	<p>Provide individual and group counseling to achieve improvements in the mental health of the victim's and their children.</p> <p>Provide a real person who is trained in crisis counseling, domestic violence advocacy and certified by the state of Florida.</p>	<p>75% of program participants will seek individual and group counseling to assist them with needs and education.</p> <p>98% of calls made to the hotline will result in a conversation with a trained advocate, so the caller will treat domestic violence as a crime.</p>	<p>Individual counseling is available daily as well as a minimum of three support groups per week.</p> <p>SafeHouse advocates and trained volunteers log 30 hours of DV training with FCADV/DCF certified trainers. Complete resource manuals are by the hotline. 24 hours of training is required each employment year.</p>	<p>Exit assessments, and goal attainment reviews during their stay. Staff will meet to monitor progress. Quarterly and yearly audits of the files are maintained.</p> <p>Monthly review of logs and statistical reporting and recording. Yearly audits of personnel files performed by financial auditors and FCADV and DCF.</p>	<p>250 victims and their children will receive counseling services to decrease their anxiety and have their basic needs met in addition to support throughout their stay.</p> <p>More than 4,500 crisis hotline callers will speak with a live trained advocate 24 hours a day, seven days a week. They will offer assistance, referrals, safety plan options, and crisis counseling.</p>
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EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Indicators
Outcome 1: Increase the safety of victims of domestic violence and their children who enter the SafeHouse.	1.1 The number of women and children entering SafeHouse who report they are in danger. 1.2 The number of written safety plans implemented. 1.3 The number of lethality assessments conducted. 1.4 The amount of shelter nights provided.
Outcome 2: Increase education on the dynamics of domestic violence in order to decrease resident participant anxiety and help plan for a future without the abuser living in the same household.	2.1 The number and percent of participants taking part in face-to-face counseling. 2.2 The number and percent of participants taking part in group counseling. 2.3 The number of child's written safety plans implemented. 2.4 The number of child assessments.
Outcome 3: Increase resident program residents' awareness of resources and options available to them as victims of domestic violence.	3.1 The number of case management direct service information and referrals. 3.2 The number of developed service plans including short term and long term goals. 3.3 The number and content of comments made from the resident resident upon exiting from the SafeHouse. 3.4 The number of resident residents who enter transitional housing programs.

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 9/26/08

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. Safety Plans/lethality assessments and shelter stays.	Monthly data collected by advocates.	The number of program participants coming into the SafeHouse in any given month. One individual sheltered constitutes one service unit.	At entry into the program Monthly data collection throughout the program duration. All data must be finalized and forwarded to the executive director for review and reporting. Reports due by the end of the first week of the following month.
2. Individual and Group counseling, and child assessments.	Monthly data collected by advocates.	The number of program participants coming into the SafeHouse in any given month. One individual sheltered constitutes one service unit.	Entry into the program. Monthly data collection throughout the program duration. All data must be finalized and forwarded to the executive director for review and reporting. Reports due by the end of the first week of the following month.
3. Referrals and Exit Interviews Transitional housing residents	Monthly data collected by advocates	Tracking numbers provided by case managers and advocates.	Entry into the program. Monthly data collection throughout the program duration. All data must be finalized and forwarded to the executive director for review and reporting. Reports due by the end of the first week of the month.

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

QUARTERLY OUTCOME MEASUREMENT REPORT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1: Increase the safety of victims of domestic violence and their children who enter SafeHouse.

Indicators:

Area(s): Victims of Domestic Violence

Population: Shelter Participants

Dates:

Tools, Sample Size, Response Rate: The safety plans, lethality assessments and shelter nights given to participants on a monthly basis.

Results:

Outcome 2: Increase education on the dynamics of domestic violence in order to decrease participant anxiety and help plan for a future without the abuser living in the same household.

Indicators:

Area(s): Victims of Domestic Violence

Population: Shelter Participants

Dates:

Tools, Sample Size, Response Rate: Individual and group sessions along with child assessments and safety plans on a monthly basis.

Results:

Outcome 3: Increase participant's awareness of resources and options available to them as victims of domestic violence.

Indicators:

Area(s): Victims of Domestic Violence

Population: Shelter Participants

Dates:

Tools, Sample Size, Response Rate: Monthly data collected by advocates. Survey/Exit interviews as available.

Results:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1: Increase the safety of victims of domestic violence and their children who enter the SafeHouse.

Successes:

Challenges:

Outcome #2: Increase education on the dynamics of domestic violence in order to decrease participant anxiety and help plan for a future without the abuser living in the same household.

Successes:

Challenges:

Outcome #3: Increase participant's awareness of resources and options available to them as victims of domestic violence.

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

***PLEASE REMEMBER TO ATTACH A COPY OF YOUR AGENCY'S QUARTERLY FINANCIAL REPORT.**

VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC., a Florida non profit corporation, whose address is 3113 Lawton Road, Suite 250, Orlando, Florida 32803, hereinafter referred to as the "VISITING NURSE".

W I T N E S S E T H:

WHEREAS, VISITING NURSE provides home management and personal care services for seniors and provides care management services to determine cost effective and medically acceptable ways for elderly residents of Seminole County, Florida, with health related problems to remain in their homes; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that VISTING NURSE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by VISTING NURSE after VISTING NURSE has received notice of termination. Upon said termination, VISTING NURSE shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. VISITING NURSE shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide home management and personal care services for seniors and provide case management services to determine cost effective and medically acceptable ways for elderly residents of Seminole County, Florida, with health related problems to remain in their homes, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. VISTING NURSE agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by VISTING NURSE during the term of this Agreement. It is understood that VISTING NURSE has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby VISTING NURSE would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) VISTING NURSE shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to VISTING NURSE or whomsoever, resulting out of VISTING NURSE'S fraud, defalcation, dishonesty, or failure of VISTING NURSE to comply with applicable laws or regulations; or by reason or as a result of any act or omission of VISTING NURSE in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to VISTING NURSE up to a maximum sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) for all services provided hereunder by VISTING NURSE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community

Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that VISTING NURSE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, VISTING NURSE shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. VISTING NURSE shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

- (1) A listing of objectives and projected service levels to benefit the COUNTY;
- (2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;
- (3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;
- (4) The percent of projections achieved to date;
- (5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This

assessment shall be in paragraph form and include such information as the general progress of VISTING NURSE, any problems relating to the services to be provided pursuant to this Agreement that might exist for VISTING NURSE and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, VISTING NURSE shall submit on a quarterly basis, a financial report reflecting total VISTING NURSE receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, VISTING NURSE shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to VISTING NURSE as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by VISTING NURSE after VISTING NURSE has received such notice of termination. In the event there are any unused COUNTY funds, VISTING NURSE shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. VISTING NURSE shall allow the COUNTY, its duly authorized agent and the public access to such of VISTING NURSE'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance

Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. VISTING NURSE shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For VISTING NURSE:

Scott Clark, Chairman
Visiting Nurse Association of Central Florida, Inc.
3113 Lawton Road, Suite 250
Orlando, Florida 32803

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, VISTING NURSE shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to VISTING NURSE as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.



Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. VISTING NURSE and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. VISTING NURSE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national

origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original,  but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting VISTING NURSE, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:

Michelle Hage
MICHELLE HAGE, Secretary
(Corporate Seal)

VISITING NURSE ASSOCIATION OF
CENTRAL FLORIDA, INC.

By: *JD*
SCOTT CLARK, Chairman

Date: 9.25.08

[ATTESTATION CONTINUED ON PAGE 10]

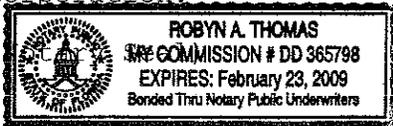
02/13/2009

3095 C 1 00A

ATTORNEY

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that, on this 25th day of Sept., 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SCOTT CLARK and MICHELLE HAGE, as Chairman and Secretary, respectively, of VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced N/A as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



Robyn A. Thomas
Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

Date: _____



For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk
8/14/08
P:\Users\lkennedy\My Documents\Community Services\visiting nurse 2008.doc

- Three (3) Attachments:
1. Exhibit "A" - Scope of Services
 2. Exhibit "B" - Seminole County Community Service Agency Report Form
 3. Exhibit "C" - Program Logic Model

RECEIVED
BOOK 1110
SERIALIZED
INDEXED

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME:
AGENCY ADDRESS:
PRESIDENT/DIRECTOR NAME:
AGENCY PHONE NUMBER:
AGENCY FAX NUMBER:
AGENCY E-MAIL:
PRESIDENT/DIRECTOR E-MAIL:

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Case Management	1 hour of case management
2. Homemaker	1 hour of light house cleaning and home management tasks
3. Personal Care	1 hour of bathing, dressing and grooming assistance

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. Case Management	139
2. Homemaker	379
3. Personal Care	340

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Case Management	\$41.00 per hour
2. Homemaker	\$18.00 per hour
3. Personal Care	\$22.00 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Case Management	Dept. of Elder Affairs Unit Cost Methodology
2. Homemaker	Dept. of Elder Affairs Unit Cost Methodology
3. Personal Care	Dept. of Elder Affairs Unit Cost Methodology

***Not to exceed \$20,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name:

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Cs Man	1,800			139			41.00	\$0.00
Homemaker	6,000			379			18.00	\$0.00
Pers Care	4,600			340			22.00	\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL	12400	0	0	858	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	

*Client Service Record (breakdown of all billable units & client numbers) must be

EXHIBIT C PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: N/A

Agency: Visiting Nurse Association of Central Florida, Inc.

Program: Community Care for the Elderly (CCE)

Program Locations: Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>In the state of Florida, there are 3.9 million persons age 60 and older. Florida ranks number one in the percentage (23% in 2004) of its citizens who are elders. Research shows that an average of 30% of these seniors have a problem performing at least one Activity of Daily Living (ADL).</p>	<p>Through the delivery of cost effective home services, the elders' quality of life is increased and nursing home placement is delayed or prevented</p>	<p>70% of the clients will be maintained in their home throughout the entire year.</p>	<p>Activities: Telephone screening of frail, low income, homebound seniors (age 60+). Case management in-home assessment completed on all admitted Seminole County clients. Care plan developed with client/caregiver. Regular and on-going monitoring of client/caregiver status and service needs. Total eligibility assessment completed yearly on all clients. In Home services arranged and provided per care plan. Resources: Funding sources from DOEA and Florida Commission, HFUW, City of Orlando, Orange and Seminole County Governments, Private. Collaborations: Other senior agencies, UCF, private businesses, churches. Service Providers: Master level Executive Director and Program Administrator Director of Volunteers Fiscal and Information Support Administrators 2 degreed Case Management Supervisors 16 degreed Case Managers to include 2 bilingual Adult Day Care Director Licensed Practical Nurse 3 Scheduling Supervisors 32 Homemakers and 29 Personal Care Workers 5 Administrative Support Personnel 60+ Volunteers</p>	<p>Client record Service logs Nursing home admission data from the CCE termination codes</p>	<p>70% of the clients will be maintained in their home throughout the entire year.</p>

EXHIBIT C (2) PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2007

Program Logic Model – Date Revised: N/A

Agency: Visiting Nurse Association of Central Florida, Inc.

Program: Community Care for the Elderly (CCE)

Program Locations: Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION METHODS & FREQUENCY	PROJECTED OUTCOMES
<p>Since 1990, Florida's elder population has increased by almost one million – 29% increase. During the last 10 years, the number of persons age 85 and older grew four times faster than persons age 60 to 84. This growth is significant as, according to the Department of Elder Affairs' 2005 needs assessment report, 85+ citizens are four times more likely to need long term care services. Cost effective in-home services need to be in place to reduce the cost to tax payers.</p>	<p>Delivery of cost effective in-home services.</p>	<p>90% of clients will receive increased access to care, with individuals receiving 2 or more services.</p>	<p>Activities: Case management in-home assessment completed on all admitted clients. Care plan developed with client/caregiver. Regular and ongoing monitoring of client/caregiver status and service needs. Total eligibility assessment completed yearly on all clients. In Home services arranged and provided per care plan. Resources: Funding sources from DOEA and Florida Commission, HFUW, City of Orlando, Orange and Seminole County Governments, Private. Collaborations: Other senior agencies, UCF, private businesses, churches. Service Providers: Master level Executive Director and Program Administrator Director of Volunteers Fiscal and Information Support Administrators 2 degreed Case Management Supervisors 16 degreed Case Managers to include 2 bilingual Adult Day Care Director Licensed Practical Nurse 3 Scheduling Supervisors 32 Homemakers and 29 Personal Care Workers 5 Administrative Support Personnel 60+ Volunteers</p>	<p>Community Survey Client records/care plans Service logs Initial assessment Report of services in place at time of assessment</p>	<p>90% of clients will receive increased access to care, with individuals receiving 2 or more services.</p>

EXHIBIT C (3) PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2007

Program Logic Model – Date Revised: N/A

Agency: Visiting Nurse Association of Central Florida, Inc.

Program: Community Care for the Elderly (CCE)

Program Locations: Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION METHODS & FREQUENCY	PROJECTED OUTCOMES
<p>By the year 2010, the 60+ population is expected to increase by 34%. Due to the increase in the elderly population, more and more Seminole County residents are now in caregiver roles. Many of these caregivers lack the information and resources to adequately take care of their loved one.</p>	<p>Support caregivers in their role to reduce the feelings of stress.</p>	<p>90% of caregivers will reduce their level of stress.</p>	<p>Activities: Care plan developed with client/caregiver. Case management in-home assessment completed on all admitted clients. Regular and on-going monitoring of client/caregiver status and service needs. Total assessment completed yearly on all clients. In Home services arranged and provided per care plan. Resources: Funding sources from DOE/A and Florida Commission, HFUW, City of Orlando, Orange and Seminole County Governments, Private. Collaborations: Other senior agencies, UCF, private businesses, churches. Service Providers: Master level Executive Director and Program Administrator Director of Volunteers Fiscal and Information Support Administrators 2 degreed Case Management Supervisors 16 degreed Case Managers to include 2 bilingual Adult Day Care Director Licensed Practical Nurse 3 Scheduling Supervisors 32 Homemakers and 29 Personal Care Workers 5 Administrative Support Personnel 60+ Volunteers</p>	<p>Caregiver survey mailed yearly.</p>	<p>90% of caregivers will reduce their level of stress.</p>

EXHIBIT C (4)
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes		Indicators
Outcome 1:	70% of the clients will be maintained in their home throughout the entire year.	<p>1.1 A quarterly analysis of the CCE client caseload will be completed. The number of clients remaining in their home will be compared to the number placed in a nursing home or ALF.</p> <p>1.2 Regular case management visits and weekly contact by field staff verifies client status in the home.</p>
Outcome 2:	90% of clients will receive increased access to care, with individuals receiving two or more services.	<p>2.1 Initial comprehensive assessment completed to determine needs on newly enrolled CCE clients during period 1/1/09 – 9/30/09.</p> <p>2.2 Individualized care plans will be written to address client needs.</p> <p>2.3 Using the community survey developed by the Miller Center and Senior Resource Alliance, evaluate what priority services are being offered to the client to meet their needs.</p> <p>2.4 Compare number of newly arranged services to those services client had in place when they began the CCE program.</p> <p>2.5 Review case management visits and weekly contact by field staff to verify receipt of services.</p>
Outcome 3:	90% of caregivers will reduce their level of stress.	<p>3.1 Responses on a standardized, confidential written survey will be tabulated to indicate less stress for caregivers of CCE clients.</p>

Notes:

EXHIBIT C (5)
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. 70% of the clients will be maintained in their home throughout the entire year.	<ul style="list-style-type: none"> a) Client record b) Service logs c) Nursing home/ALF admission data from the CCE termination codes 	All active CCE clients during the period of 1/1/09 – 9/30/09.	<ul style="list-style-type: none"> a) Regular reviews by case managers, every 3 months. b) Weekly documentation by field staff. c) Termination report run for period of 1/1/09 – 9/30/09.
2. 90% of clients will receive increased access to care, with individuals receiving 2 or more services.	<ul style="list-style-type: none"> a) Community survey b) Client record/care plans c) Services logs d) Initial assessment e) Report of Service in place at time of assessment 	All newly enrolled CCE clients from 1/1/09 – 9/30/09.	<ul style="list-style-type: none"> a) Initial assessment and report of services in place completed on each new client. b) Survey of clients records and care plans on each new client (9/30/07). c) Weekly documentation by field staff and providers.
3. 90% of caregivers will reduce their level of stress.	a) Written, confidential survey mailed each year, in November, to all Seminole County CCE caregivers	All CCE clients with caregivers.	a) Yearly written survey in November 2008.

EXHIBIT C (6)
PROGRAM LOGIC MODEL (Continued)

QUARTERLY OUTCOME MEASUREMENT REPORT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C (7)

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

***PLEASE REMEMBER TO ATTACH A COPY OF YOUR AGENCY'S QUARTERLY FINANCIAL REPORT.**

LIGHTHOUSE CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and LIGHTHOUSE CENTRAL FLORIDA, INC., a Florida non profit corporation, whose address is 215 East New Hampshire Street, Orlando, Florida 32804, hereinafter referred to as the "LIGHTHOUSE".

W I T N E S S E T H:

WHEREAS, LIGHTHOUSE provides assistive technology and related training and other educational programs and early and primary school age intervention services to residents of Seminole County with visual impairments, blindness and multi-disabilities; and

WHEREAS, the COUNTY has deemed  that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that LIGHTHOUSE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by LIGHTHOUSE after LIGHTHOUSE has received notice of termination. Upon said termination, LIGHTHOUSE shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. LIGHTHOUSE shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide assistive technology and related training and other educational programs and early and primary school age intervention services to residents of Seminole County with visual impairments, blindness and multi-disabilities, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. LIGHTHOUSE agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by LIGHTHOUSE during the term of this Agreement. It is understood that LIGHTHOUSE has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby LIGHTHOUSE would be paid for providing the above services except as specified in Section 4 herein.

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Section 6. Liability and Indemnification.

(a) LIGHTHOUSE shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to LIGHTHOUSE or whomsoever, resulting out of LIGHTHOUSE's fraud, defalcation, dishonesty, or failure of LIGHTHOUSE to comply with applicable laws or regulations; or by reason or as a result of any act or omission of LIGHTHOUSE in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY's sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to LIGHTHOUSE up to a maximum sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for all services provided hereunder by LIGHTHOUSE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

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Page 3 of 10

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that LIGHTHOUSE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, LIGHTHOUSE shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. LIGHTHOUSE shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

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COMMUNITY ASSISTANCE DIVISION

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of LIGHTHOUSE, any problems relating to the services to be provided pursuant to this Agreement that might exist for LIGHTHOUSE and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, LIGHTHOUSE shall submit on a quarterly basis, a financial report reflecting total LIGHTHOUSE receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, LIGHTHOUSE shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".


Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to LIGHTHOUSE as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by LIGHTHOUSE after LIGHTHOUSE has received such notice of termination. In the event there are any unused COUNTY funds, LIGHTHOUSE shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. LIGHTHOUSE shall allow the COUNTY, its duly authorized agent and the public access to such of LIGHTHOUSE'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for

inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. LIGHTHOUSE shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For LIGHTHOUSE:

Lee Nasehi, Executive Director
Lighthouse Central Florida, Inc.
215 East New Hampshire Street
Orlando, Florida 32804

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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.

ENCLOSURE

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(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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, LIGHTHOUSE shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to LIGHTHOUSE as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns  and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. LIGHTHOUSE and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

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Section 19. Equal Opportunity. LIGHTHOUSE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.



Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting LIGHTHOUSE, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

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Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

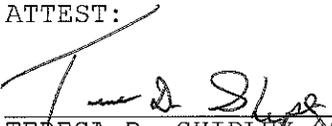
(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

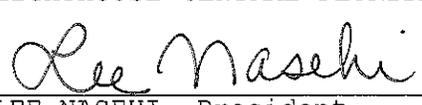
(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:

LIGHTHOUSE CENTRAL FLORIDA, INC.


TERESA D. SHIPLEY, Secretary

By: 
LEE NASEHI, President

(Corporate Seal)

Date: Sept 25, 2008

[ATTESTATION CONTINUED ON PAGE 10]

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STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that, on this 25 day of Sept, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LEE NASHEHI and TERESA D. SHIPLEY, as President and Secretary, respectively, of LIGHTHOUSE CENTRAL FLORIDA, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed hereto the official seal of the corporation.

(Notary Public)



Donna Espensen
Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Chairman

Date: _____


For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk
8/15/08
P:\Users\lkennedy\My Documents\Community Services\lighthouse 2008.doc

Three (3) Attachments:

- 1. Exhibit "A" - Scope of Services
- 2. Exhibit "B" - Seminole County Community Service Agency Report Form
- 3. Exhibit "C" - Program Logic Model

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BOOK OF JOURNAL
COMMUNITY SERVICES
BOARD

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Lighthouse Central Florida, Inc.
AGENCY ADDRESS: 215 East New Hampshire Street, Orlando, FL 32804
PRESIDENT/DIRECTOR NAME: Lee Nasehi
AGENCY PHONE NUMBER: 407-898-2483
AGENCY FAX NUMBER: 407-898-0236
AGENCY E-MAIL: bbellows@lcf-fl.org
PRESIDENT/DIRECTOR E-MAIL: lnasehi@lcf-fl.org

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Children's Habilitation Services – Early Intervention	One hour of home/community or center based early intervention services
2. Children's Habilitation Services – School Aged	One hour of School-aged intervention services

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. Children's Habilitation Services – Early Intervention	120
2. Children's Habilitation Services – School Aged	22.75

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Children's Habilitation Services – Early Intervention	\$ 70.00
2. Children's Habilitation Services – School Aged	\$ 70.00

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Children's Habilitation Services – Early Intervention	Service unit rates are set per Lighthouse's contract with the State of Florida, Division of Blind Services (DBS)
2. Children's Habilitation Services – School Aged	Service unit rates are set per Lighthouse's contract with the State of Florida, Division of Blind Services (DBS)

***Not to exceed \$ 10,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Lighthouse Central Florida, Inc.

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Child - EI				120			70.00	\$0.00
Child - School				22.75			70.00	\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL	0	0	0	143	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C (1) PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: September 25, 2008 Existing New

Agency: Lighthouse Central Florida, Inc. Program: Vision Rehabilitation Services for Children and their Families

Program Locations: Lighthouse facility-Orlando, client homes and outreach locations both within and outside of Seminole County.

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>The Florida Association of Agencies Serving the Blind (FAASB) estimate 70 children with severe visual impairments reside in Seminole County</p>	<p>Increased opportunity to achieve developmental parity and school readiness</p> <p>Increased ability to communicate, play and work to fullest potential through enriched learning and play environments that are adapted as necessary</p>	<p>10-12 children will be served whose ages will range from 0-14 years of age</p>	<p>ACTIVITIES – Individual and group early intervention, school aged and expanded core curriculum and technology evaluations, direct instruction. Consultations regarding visual impairment, and its effect on a child's development, along with the recommended interventions. Family education made available through the Lending Library, summer programs, family education, support, community based recreational activities, and weekly groups for children and their families located at center-based location</p> <p>RESOURCES – Service Providers Program Settings Community Factors Collaborations Service Technologies Funding Sources Participants</p>	<ul style="list-style-type: none"> ➤ Semi annual assessment results (birth to 5) and annual assessment results (6-14) ➤ Parent Reports/survey documented annually ➤ Instructors' observations/progress notes documented monthly 	<ul style="list-style-type: none"> ➤ 70% of children with visual impairments will demonstrate increase in important developmental skills integrate into daily routine ➤ 70% of parents and care-givers will demonstrate increased ability to manage the impact of their child's visual impairment on the family unit ➤ 70% of children will experience increased demonstration of skill level in the areas of daily living skills in the "expanded core curriculum"

EXHIBIT C (2)
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED: September 29, 2008

Outcomes	Indicators
Outcome 1: Increased demonstration of important developmental skills integrated into daily routines	1.1 Results of individual functional and developmental assessments 1.2 Observation of integrated skills 1.3 Progress reports 1.4 Parent report Seventy percent (70%) of children with visual impairments will demonstrate increase in important developmental skills integrated into daily routines
Outcome 2: Increased family access, advocacy and management of the impact of visual impairment	2.1 Results of pre and post parent survey 2.2 Observation of family's ability to access, advocate and manage 2.3 Progress notes Seventy percent (70%) of parents and care-givers will demonstrate increased ability to manage the impact of their child's visual impairment on the family
Outcome 3: Increased successful transition into appropriate school programs	3.1 Documentation of participation in IEP transition and/or staffing/placement meeting 3.2 Documentation of transitional activities 3.3 Results of parent satisfaction survey 3.4 Results of receiving classroom teacher survey Seventy percent (70%) of children will experience increased demonstration of skill level in the areas of daily living skills in the "expanded core curriculum"

Notes:

Educators define "core curriculum" as the knowledge and skills expected to be learned by a student by high school graduation. Generally, the core curriculum consists of knowledge and skills related to academic subjects. Mastery of the core curriculum is what both parents and educators stress as essential for academic success in school, and later in life. The core curriculum for visually impaired students is not the same as for sighted students. Indeed, it is much larger and more complex. The "expanded core curriculum" includes compensatory or functional academic skills, including communication modes; orientation and mobility; social interaction skills; independent living skills; recreation and leisure skills; career education; use of assistive technology; visual efficiency skills.

EXHIBIT C (3)
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED: September 29, 2008

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. Increased demonstration of important developmental skills integrated into daily routines	<ul style="list-style-type: none"> ➤ Functional vision and developmental assessments ➤ Progress notes of specialists ➤ Specialist's parent observation report 	Instructors will collect data from 100% of clients served	Initial (upon enrollment) and biannually/annually (in accordance) with FSP/IEP Monthly data collection Monthly data collection
2. Parents and care-givers will experience increased ability to manage the impact of the child's visual impairment on the family	<ul style="list-style-type: none"> ➤ Parent satisfaction survey ➤ Progress notes of specialists 	Instructors will collect a minimum of 80% parent's surveys Instructors will collect data from 100% of clients served	Annually and upon ext/transition from the program Monthly
3. Increased demonstration of skill level in the areas of daily living skills in the "expanded core curriculum"	<ul style="list-style-type: none"> ➤ DLS assessments ➤ Progress notes of specialist ➤ Specialist's parent observation report 	Instructors will collect data from 100% of clients served	Initial (upon enrollment) and annually Monthly reports Monthly reports

Notes:

EXHIBIT C (4)
PROGRAM LOGIC MODEL (Continued)

QUARTERLY OUTCOME MEASUREMENT REPORT

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C (5)

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

***PLEASE REMEMBER TO ATTACH A COPY OF YOUR AGENCY'S QUARTERLY FINANCIAL REPORT.**

SEMINOLE COMMUNITY VOLUNTEER PROGRAM, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and SEMINOLE COMMUNITY VOLUNTEER PROGRAM, INC., a Florida non-profit corporation, whose mailing address is Post Office Box 951636, Lake Mary, Florida 32795-1636, hereinafter referred to as "SCVP".

W I T N E S S E T H:

WHEREAS, SCVP provides a volunteer program to benefit the citizens of Seminole County, Florida through the commitment of volunteer time to various public service agencies and public institutions; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SCVP fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCVP after SCVP has received notice of termination. Upon said termination, SCVP shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. SCVP shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide a volunteer program to benefit the citizens of Seminole County, Florida, through commitment of volunteer time to various public service agencies and public institutions, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. SCVP agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SCVP during the term of this Agreement. It is understood that SCVP has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby SCVP would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SCVP shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to SCVP or whomsoever, resulting out of SCVP'S fraud, defalcation, dishonesty, or failure of SCVP to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SCVP in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SCVP up to a maximum sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) for all services provided hereunder by SCVP during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is

sought are in accordance with service projections as described in Exhibit "A" and that SCVP has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SCVP shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. SCVP shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as

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the general progress of SCVP, any problems relating to the services to be provided pursuant to this Agreement that might exist for SCVP and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SCVP shall submit on a quarterly basis, a financial report reflecting total SCVP receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SCVP shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SCVP as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCVP after SCVP has received such notice of termination. In the event there are any unused COUNTY funds, SCVP shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SCVP shall allow the COUNTY, its duly authorized agent and the public access to such of SCVP'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. SCVP shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For SCVP:

Patricia Shields, Executive Director
Seminole Community Volunteer Program, Inc.
Post Office Box 951636
Lake Mary, Florida 32795-1636

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SCVP shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SCVP as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SCVP and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SCVP agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin,

or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SCVP, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

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

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:

SEMINOLE COMMUNITY VOLUNTEER
PROGRAM, INC.



WILLIE K. KING, SR., Secretary
(Corporate Seal)

By: 

BARBARA HUGHES, President

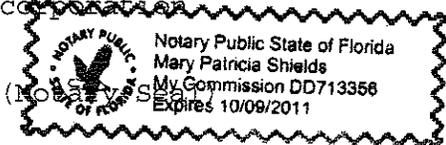
Date: 9-22-08

[ATTESTATION CONTINUED ON PAGE 10]

RECEIVED

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that, on this 22 day of September, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BARBARA HUGHES and WILLIE K. KING, SR., as President and Secretary, respectively, of Seminole Community Volunteer Program, Inc., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



Mary Patricia Shields
Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk
8/14/08
P:\Users\lkennedy\My Documents\Community Services\volunteer program 2008.doc

Three (3) Attachments:

- 1. Exhibit "A" - Scope of Services
- 2. Exhibit "B" - Seminole County Community Service Agency Report Form
- 3. Exhibit "C" - Program Logic Model

11/13/08
1000 8 1 311
COMMUNITY
SERVICES

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole Community Volunteer Program, Inc.
AGENCY ADDRESS: P.O. Box 951636, Lake Mary, 32795-1636
PRESIDENT/DIRECTOR NAME: Patricia Shields, Executive Director
AGENCY PHONE NUMBER: 407-323-4440 ext. 3
AGENCY FAX NUMBER: 407-323-8001
AGENCY E-MAIL: rsvpsem@aol.com
PRESIDENT/DIRECTOR E-MAIL: rsvpsem@aol.com

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Recruitment	One session of community recruitment and outreach averaging one hour
2. Orientation and training	One hour of orientation and training
3. Project Coordination	One coordinated project

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. Recruitment	50 Sessions of recruitment
2. Orientation and training	792 Hours of orientation and training
3. Project Coordination	44 Projects coordinated

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Recruitment	\$ 50.00 per session
2. Orientation and training	\$ 25.00 per hour
3. Project Coordination	\$ 175.00 per project

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Recruitment	Industry standard set by SCVP based upon actual cost
2. Orientation and training	Industry standard set by SCVP based upon actual cost
3. Project Coordination	Standard set by SCVP, lower than industry average

***Not to exceed \$**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name:

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Recruitment	175			50			50.00	\$0.00
Orient/Train	2000			792			25.00	\$0.00
Project Coor	125			44			175.00	\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL	2300	0	0	886	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model -- Date Revised: 08/28/2008 Existing New
 Agency: Seminole Community Volunteer Program, Inc. Program: Seminole Community Volunteer Program, Inc.
 Program Locations: 100 Weldon Blvd. Sanford, FL 32773

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION METHODS & FREQUENCY	PROJECTED OUTCOMES
Senior citizens need to remain active and involved.	Provide opportunities for all senior citizens to provide service to their community	<p>Increase by 15 quarterly the number of senior citizen volunteers actively providing service to Seminole County.</p> <p>Success will be measured from quarterly service reports of new volunteers</p>	<p>Recruiting events, presentations and speaking engagements by volunteer coordinator and executive director.</p> <p>Interview 10 - 20 volunteers monthly for matching with volunteer organizations' needs</p> <p>Provide one hour of orientation and training for new volunteers monthly.</p> <p>Assist agencies developing volunteer service descriptions to aid in volunteer recruitment and placement</p>	<p>Annual systematic volunteer sampling, on-going review of service records and data base</p> <p>Monthly review of volunteer service records.</p> <p>Quarterly data evaluation and review</p>	Enrich the lives of seniors by providing opportunities to remain active and the ability to make a difference through volunteer service
Non profit and public agencies in Seminole County need volunteers to help them meet their Missions.	Increase the number of senior citizens, youth, businesses, families, civic groups, community members, communities of faith, and	Increase by 30 quarterly the number of volunteers providing service to Seminole County. Success will be measured from quarterly service reports of new volunteers and by number of completed	<p>Recruiting events, presentations and speaking engagements by volunteer coordinator and executive director.</p> <p>Interview 20 - 30 volunteers monthly for matching with volunteer organizations' needs</p>	<p>Monthly review of volunteer service, project records and official statistics. (service and project records)</p> <p>Agencies sampled by phone, fax and/or e-mail. Newsletters to all volunteers, calls to special</p>	Provide more volunteers with opportunities for community involvement through on-going assignments and special projects

	<p>individuals in service to Seminole County.</p>	<p>projects</p>	<p>Provide one hour of orientation and training for new volunteers monthly.</p> <p>Assist agencies developing volunteer service descriptions to aid in volunteer recruitment and placement</p> <p>Assist agencies develop projects to meet their mission. Recruit volunteers to complete projects.</p>	<p>project volunteers.</p> <p>Review of official statistics</p>	
<p>Seminole County needs to engage more citizen volunteers in disaster related services.</p>	<p>Ensure a culture of preparedness with a more disaster aware and resistant community in order to prepare for, respond to and heal from disasters</p>	<p>Increase by 10 quarterly the number of volunteers serving Seminole County in disaster related planning, drills, events and activities.</p> <p>Measurement will be from the database reflecting volunteers, projects and agencies served.</p>	<p>Recruiting events, presentations and speaking engagements by volunteer coordinator and executive director.</p> <p>Interview 15 -25 volunteers monthly for matching with volunteer organizations' needs</p> <p>Schedule and conduct overview of community disaster information and classes for recruited volunteers.</p> <p>Newsletters, advertising, technology, surveys, interviews and outreach.</p>	<p>Review of all official statistics of volunteers</p> <p>Review of project reports</p> <p>Review of training records</p> <p>Annual agency sampled survey by phone, fax and/or e-mail</p>	<p>Increase the number of volunteers serving in disaster related planning and activities</p>

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 08/28/2008

Outcomes	Indicators
Outcome 1: Enrich the lives of seniors by providing opportunities to remain active and the ability to make a difference through volunteer service	1.1 Seniors will report increase level of community involvement 1.2 Seniors will report volunteering through SCVP increase their ability to fulfill their need to serve. 1.3 Seniors will report increase opportunities to give back to their community.
Outcome 2: Provide more volunteers with opportunities for community involvement through on-going assignments and special projects.	2.1 Database will reflect number of volunteers participating 2.2 Site visits with station partners and community service agencies to develop on going volunteer opportunities and special projects 2.3 Database reflecting projects and volunteer opportunities 2.4 Outreach and recruitment records
Outcome 3: Increase the number of volunteers serving in disaster related planning and activities	3.1 Database reflecting training and orientation of volunteers. 3.2 Project, exercise and drill records 3.3 Outreach and recruitment records

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 08/28/2008

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. Enrich the lives of seniors by providing opportunities to remain active and the ability to make a difference through volunteer service	Phone and written surveys, site visits, official statistics	All volunteers systematically sampled, volunteer service records, project records	Annual systematic sampling at volunteer recognition, monthly review of service records, on-going review of data base
2. Provide more volunteers with opportunities for community involvement through on-going assignments and special projects.	Phone, site visits, fax mail and e-mail with station partners Mail, e-mail and phone to volunteers	Agencies sampled by phone, fax and/or e-mail. Newsletters to all volunteers, calls to special project volunteers. Review of official statistics	Quarterly newsletter, routine phone calls and site visits, fax or e-mail. Routine calls to volunteers. Quarterly review of official statistics (service and project records)
3. Increase the number of volunteers serving in disaster related planning and activities	Newsletters, advertising, presentations, technology, surveys, interviews and outreach.	Review of official volunteer statistics Review of project reports Review of training records	Calls or e-mails to volunteers to project completion Quarterly review of official statistics (service, project and training records)

Notes:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

QUARTERLY OUTCOME MEASUREMENT REPORT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1: Enrich the lives of seniors by providing opportunities to remain active and the ability to make a difference through volunteer service

Indicators: Seniors will report increase level of community involvement, seniors will report volunteering through SCVP increase their ability to fulfill their need to serve and seniors will report increase opportunities to give back to their community.

Area(s): attitudes, conditions, knowledge and skills

Population: senior citizen volunteers

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2: Provide more volunteers with opportunities for community involvement through on-going assignments and special projects.

Indicators: Database will reflect number of volunteers participating, site visits with station partners and community service agencies to develop on going volunteer opportunities and special projects, database reflecting projects and volunteer opportunities and outreach and recruitment records

Area(s): knowledge, skills and conditions

Population: community and client volunteers

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3: Increase the number of volunteers serving in disaster related planning and activities

Indicators: Database reflecting training and orientation of volunteers, project, exercise and drill records, outreach and recruitment records

Area(s): knowledge and skills,

Population:

Dates:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

***PLEASE REMEMBER TO ATTACH A COPY OF YOUR AGENCY'S QUARTERLY FINANCIAL REPORT.**

MEALS ON WHEELS, ETC., INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and MEALS ON WHEELS, ETC., INC., a Florida non-profit corporation, whose address is 2801 South Financial Court, Sanford, Florida 32773, hereinafter referred to as "MEALS ON WHEELS".

W I T N E S S E T H:

WHEREAS, MEALS ON WHEELS provides programs and services benefiting senior citizens residing in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as

provided for herein, or, at the option of the COUNTY, immediately in the event that MEALS ON WHEELS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by MEALS ON WHEELS after MEALS ON WHEELS has received notice of termination. Upon said termination, MEALS ON WHEELS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. MEALS ON WHEELS shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide programs and services benefiting senior citizens residing in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. MEALS ON WHEELS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by MEALS ON WHEELS during the term of this Agreement. It is understood that MEALS ON WHEELS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby MEALS ON WHEELS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) MEALS ON WHEELS shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to MEALS ON WHEELS or whomsoever,

resulting out of MEALS ON WHEELS'S fraud, defalcation, dishonesty, or failure of MEALS ON WHEELS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of MEALS ON WHEELS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to MEALS ON WHEELS up to a maximum sum of ONE HUNDRED FIFTY-SIX THOUSAND AND NO/100 DOLLARS (\$156,000.00) for all services provided hereunder by MEALS ON WHEELS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that MEALS ON WHEELS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, MEALS ON WHEELS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. MEALS ON WHEELS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of MEALS ON WHEELS, any problems relating to the services to be provided pursuant to this Agreement that might exist for MEALS ON WHEELS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, MEALS ON WHEELS shall submit on a quarterly basis, a financial report reflecting total MEALS ON WHEELS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, MEALS ON WHEELS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to MEALS ON WHEELS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by MEALS ON WHEELS after MEALS ON WHEELS has received such notice of termination. In the event there are any unused COUNTY funds, MEALS ON WHEELS shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. MEALS ON WHEELS shall allow the COUNTY, its duly authorized agent and the public access to such of MEALS ON WHEELS'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. MEALS ON WHEELS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

03/15/09
10:11 AM
10:11 AM

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For MEALS ON WHEELS:

Sherry Fincher, Executive Director
Meals On Wheels, Etc., Inc.
2801 South Financial Court
Sanford, Florida 32773

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, MEALS ON WHEELS shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in

effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MEALS ON WHEELS as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. MEALS ON WHEELS and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. MEALS ON WHEELS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting MEALS ON WHEELS, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their

obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:


BRIAN OVERBY, Secretary
(Corporate Seal)

MEALS ON WHEELS, ETC., INC.

By: 
DAVID BILLSBOROUGH, President

Date: 9-23-08

[ATTESTATION CONTINUED ON PAGE 10]

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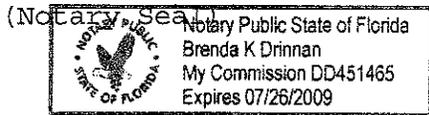
2008 9 23

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STATE OF FLORIDA)
)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 23rd day of September, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID BILLSBOROUGH, as President and BRIAN OVERBY as Secretary, of MEALS ON WHEELS, ETC., INC., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. 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.

Brenda K. Drinnan *Brenda K Drinnan*
Print Name Brenda Drinnan
Notary Public in and for the County
and State Aforementioned



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk
8/14/08
P:\Users\lkennedy\My Documents\Community Services\meals on wheels 2008.doc

- Three (3) Attachments:
1. Exhibit "A" - Scope of Services
 2. Exhibit "B" - Seminole County Community Service Agency Report Form
 3. Exhibit "C" - Program Logic Model

RECEIVED

2008 07 23

COMMUNITY SERVICES

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: **Meals on Wheels, Etc., Inc.**
 AGENCY ADDRESS: **2801 S. Financial Court, Sanford, FL 32773**
 PRESIDENT/DIRECTOR NAME: **Sherry Fincher**
 AGENCY PHONE NUMBER: **407-333-8877**
 AGENCY FAX NUMBER: **407-829-2468**
 AGENCY E-MAIL: **sfincher@mealsetc.org**
 PRESIDENT/DIRECTOR E-MAIL: **sfincher@mealsetc.org**

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Congregate Meals	1 hot noon meal for 1 senior 5 days a week (includes food & support costs)
2. Home Delivered Meals	1 home delivered meal for 1 senior 5 days a week (includes food & support costs)
3. Transportation	1 one-way trip for 1 senior 5 days a week

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units **
1. Congregate Meals	15,930
2. Home Delivered Meals	62,114
3. Transportation	10,600

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Congregate Meals	\$8.00 per unit (Seminole County pays \$1.88 per unit x 15,930 units which = \$29,948 or 27% matching funds)
2. Home Delivered Meals	\$5.00 per unit (Seminole County pays \$1.70 per unit x 62,114 units which = \$105,594 or 33% matching funds)
3. Transportation	\$16.00 per trip (Seminole County pays \$1.93 per trip x 10,600 trips which = \$20,458 or 11% matching funds)

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Congregate Meals	Dept. of Elder Affairs Unit Costing Methodology
2. Home Delivered Meals	Dept. of Elder Affairs Unit Costing Methodology
3. Transportation	Dept. of Elder Affairs Unit Costing Methodology

*Not to exceed \$156,000

EXHIBIT C: PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: 9/30/08

Agency: MEALS ON WHEELS, ETC., INC.
 Program: CONGREGATE MEALS
 Program Locations: Community Centers & Churches throughout Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
Better Nutrition	ATTEND TO NUTRITIONAL NEEDS OF SEMINOLE COUNTY SENIORS	More than 94% of Clients will feel that attending congregate dining helped them to maintain a healthy diet	<p>RESOURCES</p> <p>SERVICE PROVIDERS: STAFF : 6.34 FTE VOLUNTEERS : 45+</p> <p>PROGRAM SETTING: COMMUNITY CENTERS, CHURCHES</p> <p>COMMUNITY FACTORS & COLLABORATIONS: FOOD BANK, FOOD SERVICE, YMCA, INTERAGENCY & REFERRAL AGREEMENTS, CIVIC & CORPORATE GROUPS</p>	100% of participants receive an agency developed client survey once a year	NUTRITIONAL RISK IS IMPROVED OR MAINTAINED
Ability to stay active and remain living at home for as long as possible	PREVENT PREMATURE NURSING HOME PLACEMENT BY SERVING SENIORS AT RISK PROVIDE TAX SAVINGS	More than 93% of Clients will feel that our services help them to live independently	<p>SERVICE TECHNOLOGIES: INFORMATION SYSTEMS, COMMUNICATION SYSTEMS, KITCHEN</p> <p>FUNDING SOURCES: GOVERNMENT (FEDERAL, COUNTY, CITY), UNITED WAY FOUNDATIONS - VNA, RYAN, DARDEN SERVICE GROUPS, CORPORATIONS, FUNDRAISING EVENTS</p> <p>PARTICIPANTS: CLIENTS AGE 60+ IN SEMINOLE COUNTY</p>	100% of participants receive an agency developed client survey once a year	SENIORS LIVE INDEPENDENTLY
To be around and interact with other people.	REDUCE THE ISOLATION & LONELINESS OF SEMINOLE COUNTY SENIORS	More than 85% of Clients will feel that our services help to reduce their feeling of isolation and loneliness	<p>ACTIVITIES 28,000 PREPARED & DELIVERED HOT NOON MEALS FOR SENIORS FOR A YEAR</p> <p>NUTRITION EDUCATION, INFORMATIONAL PRESENTATIONS, HEALTH SCREENINGS, SCREENING & ASSESSMENTS, VOLUNTEER VISITS, INTERGENERATIONAL PROGRAMS</p>	100% of participants receive an agency developed client survey once a year	ISOLATION & LONELINESS ARE REDUCED

EXHIBIT C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Congregate Meals

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Meals on Wheels, Etc.

PROGRAM Congregate Meals PLEASE CHECK: EXISTING NEW

DATE REVISED 9/30/08

PROGRAM LOCATION(S): Community Centers & Churches throughout Seminole County

Outcomes	Indicators
Outcome 1: Nutritional risk is improved or maintained.	1.1 Results from MOW annual client survey on maintaining a healthy diet. 1.2
Outcome 2: Seniors live independently.	2.1 Results from MOW annual client survey on Congregate meals helping Seniors to live independently. 2.2
Outcome 3: Isolation and loneliness are reduced.	3.1 Results from MOW annual client survey on feelings of being alone or isolated. 3.2 Results from MOW annual client survey on making new friends through participation in the Congregate Dining Program.

EXHIBIT C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Congregate Meals

IX. PROGRAM EVALUATION PLAN

AGENCY Meals on Wheels, Etc.

PROGRAM Congregate Meals PLEASE CHECK: EXISTING NEW

DATE REVISED 9/30/08

PROGRAM LOCATION(S): Community Centers & Churches throughout Seminole County

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Nutritional risk is improved or maintained.	MOW annual client survey	100% of participants	once per year
2. Seniors live independently.	MOW annual client survey	100% of participants	once per year
3. Isolation and loneliness are reduced.	MOW annual client survey	100% of participants	once per year

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

QUARTERLY OUTCOME MEASUREMENT REPORT

Agency: Meals on Wheels, Etc.

Name of County Funded Program: Home Delivered Meals

DATA ANALYSIS

Outcome 1: Nutrition risk is improved or maintained.

Measurable Objective: Achieved: X Projected: _____

Indicators: Results from MOW annual client survey on maintaining a healthy diet.

(a) **Area(s):** Nutritional Risk

(b) **Population:** Number of clients: 243

(c) **Dates:** Administered Annual Survey May 14-16, 2008

(d) **Tools:** Dept. of Elder Affairs - Nutritional Risk Assessment, MOW Client Survey

(e) **Sample Size:** 100% clients, 243

(f) **Response Rate:** 63%

Results for Outcome 1: 90% of respondents felt that the meals helped them maintain a healthy diet.

Outcome 2: Seniors live independently.

Measurable Objective: Achieved: X Projected: _____

Indicators: Results from MOW annual client survey on living independently.

(a) **Area(s):** Independence

(b) **Population:** Number of clients: 243

(c) **Dates:** Administered Annual Survey May 14-16, 2008

(d) **Tools:** Dept. of Elder Affairs - Nutritional Risk Assessment, MOW Client Survey

(e) **Sample Size:** 100% clients, 243

(f) **Response Rate:** 63%

Results for Outcome 2: 99% of respondents felt that home delivered meals helped them to live independently.

Outcome 3: Isolation and loneliness are reduced.

Measurable Objective: Achieved: X Projected: _____

Indicators: Results from MOW annual client survey on feelings of reduced isolation due to time spent with the volunteer.

(a) **Area(s):** Isolation and Loneliness.

(b) **Population:** Number of clients: 243

(c) **Dates:** Administered Annual Survey May 14-16, 2008

(d) **Tools:** Dept. of Elder Affairs - Nutritional Risk Assessment, MOW Client Survey

(e) **Sample Size:** 100% clients, 243

(f) **Response Rate:** 63%

Results for Outcome 3: 91% of respondents felt that visits from the volunteers reduced their loneliness.

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

Agency: Meals on Wheels, Etc.

Name of County Funded Program: Home Delivered Meals

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome 1: Nutrition risk is improved or maintained.

Successes: Program continues to achieve the desired outcomes.

Challenges: Improving nutrition score can be difficult as many clients have health problems and other factors that influence nutritional risk. MOW has control over 2/3 of the daily nutritional requirements, Monday thru Friday.

Outcome 2: Seniors live independently.

Successes: Program continues to achieve the desired outcomes.

Challenges: Waiting list for home delivered meals continues to rapidly expand. (There is also a growing need for nutritional supplements such as Ensure for a number of frail clients.)

Outcome 3: Isolation and loneliness are reduced.

Successes: Many volunteers spend extra time with clients and serve as our "eyes & ears".

Challenges: There are 250+ seniors are on waiting list. 15-20 are at risk for malnutrition and premature nursing home placement.

What insights has staff gained about this program through outcomes based measurement?

The outcomes based measurement demonstrates how programs allow seniors to remain living at home through healthy nutrition and daily human contact.

What adjustments does staff plan to make to this program based on what has been learned?

We continue to monitor the wait list and add the highest priority seniors to service as funding allows.

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

The design of the outcome based measurement tool is crafted to reflect the true performance of how successful we are serving the clients through this program. The tool is evaluated each year and, if necessary, is adjusted for optimum measurement of program outcomes.

EXHIBIT C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Transportation

IX. PROGRAM EVALUATION PLAN

AGENCY Meals on Wheels, Etc.

PROGRAM Transportation PLEASE CHECK: EXISTING NEW

DATE REVISED 9/30/08

PROGRAM LOCATION(S): Throughout Seminole County

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Health risk is improved or maintained.	MOW annual client survey	100% of participants	once per year
2. Seniors live independently.	MOW annual client survey	100% of participants	once per year

KIDS HOUSE OF SEMINOLE, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and KIDS HOUSE OF SEMINOLE, INC., a Florida non profit corporation, whose address is 5467 North Ronald Reagan Boulevard, Sanford, Florida 32773, hereinafter referred to as "KIDSHOUSE".

W I T N E S S E T H:

WHEREAS, KIDSHOUSE provides for children's advocacy services, including law enforcement caseworker and volunteer recruitment and training, medical and therapy evaluations and referrals, abuse investigation and prosecution support, development and distribution of investigative guidelines and brochures and a database and follow-up procedures for children interviewed by the Child Protection Team; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that KIDSHOUSE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by KIDSHOUSE after KIDSHOUSE has received notice of termination. Upon said termination, KIDSHOUSE shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. KIDSHOUSE shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide children's advocacy services, including law enforcement caseworker and volunteer recruitment and training, medical and therapy evaluations and referrals, abuse investigation and prosecution support, development and distribution of investigative guidelines and brochures and a database and follow-up procedures for children interviewed by the Child Protection Team.

Section 5. Revenue from Other Sources. KIDSHOUSE agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by KIDSHOUSE during the term of this Agreement. It is understood that KIDSHOUSE has not previously entered into, and shall

not enter into, an agreement with any other party, including service recipients hereunder, whereby KIDSHOUSE would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) KIDSHOUSE shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to KIDSHOUSE or whomsoever, resulting out of KIDSHOUSE'S fraud, defalcation, dishonesty, or failure of KIDSHOUSE to comply with applicable laws or regulations; or by reason or as a result of any act or omission of KIDSHOUSE in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to KIDSHOUSE up to a maximum sum of SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$78,000.00) for all services provided hereunder by KIDSHOUSE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that KIDSHOUSE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, KIDSHOUSE shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. KIDSHOUSE shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of KIDSHOUSE, any problems relating to the services to be provided pursuant to this Agreement that might exist for KIDSHOUSE and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, KIDSHOUSE shall submit on a quarterly basis, a financial report reflecting total KIDSHOUSE receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, KIDSHOUSE shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to KIDSHOUSE as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by KIDSHOUSE after KIDSHOUSE has received such notice of termination. In the event there are any unused COUNTY funds, KIDSHOUSE shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. KIDSHOUSE shall allow the COUNTY, its duly authorized agent and the public access to such of KIDSHOUSE'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. KIDSHOUSE shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For KIDSHOUSE:

Nancy Crawford, Executive Director
Kids House of Seminole, Inc.
5467 North County Road 427
Sanford, Florida 32773

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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.

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Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. KIDSHOUSE and COUNTY agree that all words, terms and conditions contained herein are to be read in

concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. KIDSHOUSE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

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(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Kids House of Seminole, Inc.
AGENCY ADDRESS: 5467 North Ronald Reagan Blvd. Sanford, FL 32773
PRESIDENT/DIRECTOR NAME: Nancy Crawford
AGENCY PHONE NUMBER: (407) 324-3036
AGENCY FAX NUMBER: (407) 324-3045
AGENCY E-MAIL:
PRESIDENT/DIRECTOR E-MAIL: Crawford@kidshouse.org

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Crisis Intervention	1 session crisis intervention with child victim and/or family
2. Risk Reduction	1 services assistance to at-risk family to ensure child safety
3.	

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. Crisis Intervention	525 sessions
2. Risk Reduction	1725 services
3.	

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Crisis Intervention	\$50 per session
2. Risk Reduction	\$30 per service
3.	

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Crisis Intervention	Industry standards set by Crisis Centers
2. Risk Reduction	Industry standards for Case Management set by DCF
3.	

***Not to exceed \$78,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Kids House of Seminole, Inc.

Original and One Copy to:

Program Manager: Nancy Crawford
534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Crisis Interv	525			525				\$0.00
Risk Reduct	1725			1725				\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL	2250	0	0	2250	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	

*Client Service Record (breakdown of all billable units & client numbers) must be

EXHIBIT C

PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: September 30, 2008 Existing New
 Agency: Kids House of Seminole, Inc. Program: Child Abuse Crisis Intervention and Prevention Kids House of Seminole, Inc.

Program Locations: Kids House of Seminole, Inc

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
There were 4,583 cases of child abuse reported in 2008 in Seminole County with about three times that amount that went unreported.	Give child abuse victims and their families a chance to deal with the abuse and the effects of abuse.	To provide 525 sessions of crisis intervention to children who are victims of abuse and their families.	Child Advocates will work with each child and family that comes into the center providing the needed crisis intervention to help them through the early stages of the abuse trauma.	A standardized trauma symptoms assessment will be completed on each age appropriate child victim.	Stabilization of children who are victims of abuse and their families
There were 4,583 cases of child abuse reported in 2008 in Seminole County with about three times that amount that went unreported.	Gain needed assistance for child abuse victims and families to address issue of abuse and outside issues.	To provide 1725 risk reduction services to children who are victims of abuse and their families.	Child Advocates insure children and families are referred to needed services	Child advocates successfully complete the referral process.(80%)	Reduction of re-victimization of children who are abused.

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 9/30/08

Outcomes	Indicators
Outcome 1: Stabilization of Children who are victims of abuse and their families.	1.1 Standardized trauma symptoms assessment.
	1.2
	1.3
	1.4
Outcome 2: Reduction of re-victimization of children who are abused.	2.1 80% successfully complete the referral process.
	2.2
	2.3
	2.4
Outcome 3	3.1
	3.2
	3.3
	3.4
Outcome 4:	4.1
Outcome 5:	5.1

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 9/30/08

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. Stabilization of children who are victims of abuse and their families.	The trauma symptoms checklist.	Every age appropriate child coming thru Kid's House.	Daily data entry by child advocate or intern into case tracking program.
2. Reduction of re-victimization of children who are abused.	Actual referral to outside services.	Half the children who come thru Kid's House.	Daily

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

QUARTERLY OUTCOME MEASUREMENT REPORT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

***PLEASE REMEMBER TO ATTACH A COPY OF YOUR AGENCY'S QUARTERLY FINANCIAL REPORT.**

INTERVENTION SERVICES, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and INTERVENTION SERVICES, INC., a Florida non-profit corporation, whose address is 150 Spartan Drive, Maitland, Florida 32751, hereinafter referred to as "ISI".

W I T N E S S E T H:

WHEREAS, ISI provides low cost housing, educational, vocational, behavioral and employment training programs and mental health and substance abuse intervention for young men and women, ages 18 to 21, who are "aging out" of the State of Florida foster care system at managed homes located in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

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SEMINOLE COUNTY
COMMUNITY SERVICES

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that ISI fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ISI after ISI has received notice of termination. Upon said termination, ISI shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. ISI shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide low cost housing, educational, vocational, behavioral, and employment training programs and mental health and substance abuse intervention to young men and woman ages 18 to 21, who are "aging out" of the State of Florida foster care at managed homes located in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. ISI agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by ISI during the term of this Agreement. It is understood that ISI has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby ISI would be paid for providing the above services except as specified in Section 4 herein.

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Section 6. Liability and Indemnification.

(a) ISI shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to ISI or whomsoever, resulting out of ISI'S fraud, defalcation, dishonesty, or failure of ISI to comply with applicable laws or regulations; or by reason or as a result of any act or omission of ISI in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to ISI up to a maximum sum of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) for all services provided hereunder by ISI during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is

sought are in accordance with service projections as described in Exhibit "A" and that ISI has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, ISI shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. ISI shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as

the general progress of ISI, any problems relating to the services to be provided pursuant to this Agreement that might exist for ISI and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, ISI shall submit on a quarterly basis, a financial report reflecting total ISI receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, ISI shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to ISI as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ISI after ISI has received such notice of termination. In the event there are any unused COUNTY funds, ISI shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. ISI shall allow the COUNTY, its duly authorized agent and the public access to such of ISI'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

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COUNTY OF
HAWAII

Section 11. Audit. ISI shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For ISI:

~~Anthony D. Minnis~~
Virginia Scanlon, President
Intervention Services, Inc.
150 Spartan Drive
Maitland, Florida 32751

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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.

01/28/2009

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2/10/2009
TOM TRIPPA

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, ISI shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ISI as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.



Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. ISI and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. ISI agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin,

NOV 17 2008
COUNTY OF SEMINOLE
CLERK OF COUNTY

or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.  The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting ISI, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:

INTERVENTION SERVICES, INC.


ANNA DAZNIK, Secretary
Amy Pounds
(Corporate Seal)

By: 
VIRGINIA SCANLON, President

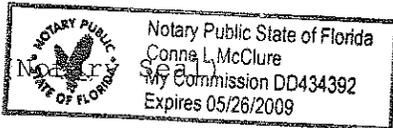
Date: 9/29/08

[ATTESTATION CONTINUED ON PAGE 10]

DEVELOPMENT
9005 87 20A
CHAIRMAN
SECRETARY

STATE OF FLORIDA)
COUNTY OF Seminole

I HEREBY CERTIFY that, on this 09 day of September, 2008
before me, an officer duly authorized in the State and County
aforesaid to take acknowledgments, personally appeared VIRGINIA
SCANLON, as President and ~~ANNA BAZNIK~~, as Secretary, of INTERVENTION
SERVICES, INC., a non-profit corporation organized under the laws of
the State of Florida, who are personally known to me or who have
produced _____ as identification. 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.



Conne L. McClure
Print Name Conne L. McClure
Notary Public in and for the County
and State Aforementioned Seminole

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____, Chairman

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

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

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
8/15/08
P:\Users\lkennedy\My Documents\Community Services\intervention services 2008.doc

- Three (3) Attachments:
- 1. Exhibit "A" - Scope of Services
 - 2. Exhibit "B" - Seminole County Community Service Agency Report Form
 - 3. Exhibit "C" - Program Logic Model

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COMMUNITY SERVICE AGENCY

EXHIBIT A: SERVICE & COST PROPOSAL

INTERVENTION SERVICES INC.
3800 Dike Road, Winter Park, FL 32792
Ms. Anna Baznik, Executive Director
PHONE: 407-331-8002
FAX: 407-261-0523
EMAIL: ABaznik@isifl.org
AGENCY EMAIL: info@interventionservices.org

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

- I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Transitional Living on site	Client night spent in Transitional Living Home including all services delivered.
2.	
3.	

- II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. TL On site	164
2.	
3.	

Service units are transferable based on the agency's need and actual services provided each month.

- III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. TL on site	\$76 per day
2.	
3.	

- IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. bed occupied	No industry standard, based on DCF residential care rate.
2.	
3.	

***Not to exceed \$**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Intervention Services

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
1 day of care	797			164			\$ 76.00	\$0.00
TOTAL	797	0	0	164	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C

PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: 9/29/2008 Existing New

Agency: Intervention Services Inc. Program: The Village: Transitional Living
 Program Locations: 3800 Dike Road, Winter Park, FL 32792

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>25% of youth that age out of the foster care system experience homelessness.</p>	<p>To provide housing, supervision and financial assistance to youth who are in need of these services to prepare them to eventually live independently.</p>	<p>. 70% of youth will maintain stable housing during the first program year and 85% by year three.</p>	<ul style="list-style-type: none"> -locate affordable housing options. -provide assistance with rental agreements. -provide budgeting and "real life" skill based training classes. -provide a knowledge base for community resources. -match each youth with a mentor. 	<ul style="list-style-type: none"> -percent of clients that maintain stable housing. -percent of youth that have active mentors -percent of youth that have completed three or budgets with staff and one on their own 	<p>11 of the 15 active Transitional housing participants will maintain stable housing situations.</p>
<p>3% of foster youth obtain Bachelor degrees.</p>	<p>To provide the stable environment and mentoring necessary for youth to successfully complete their educational and vocational goals.</p>	<p>80% of the youth residing in Transitional Housing or living independently will be enrolled in an educational or vocational program.</p>	<ul style="list-style-type: none"> -providing enrollment and financial assistance. -providing tutors and mentors for both remedial and college level assistance. -providing transportation assistance. 	<ul style="list-style-type: none"> -percent of clients enrolled in an educational program or vocational setting. -percent of clients making substantial progress towards obtaining their individualized educational goals. 	<p>12 of the 15 active Transitional Housing participants will be enrolled in an educational or vocational program.</p>
<p>Two to four years, after leaving the foster care system, only half of all the youth are regularly employed.</p>	<p>To assist youth in finding and maintaining employment in the community.</p>	<p>80% of the youth with an employment goal will maintain stable employment.</p>	<ul style="list-style-type: none"> -providing skills based training classes in interviewing techniques, resumes and applications and essential job skills. -providing education on labor laws and unemployment. -providing access to community resources such as Workforce. 	<ul style="list-style-type: none"> -percent of youth that maintain stable employment. -percent of youth that gain significant employment skills. 	<p>12 of the 15 youth with employment goals will maintain stable employment.</p>

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 9/29/2008

Outcomes	Indicators
Outcome 1: 11 of the 15 active Transitional Housing Living participants will maintain stable housing.	1.1 Number of times a youth moves during a six month period. 1.2 Length of time a youth resides at one continuous address. 1.3 Number of "homeless" days a youth experiences. 1.4 Percent of individual Independent Living goals that are achieved.
Outcome 2: 12 of the 14 active Transitional Housing participants will be enrolled in an educational or vocational program.	2.1 Number of youth that obtain a High School diploma or GED. 2.2 Number of youth enrolled in an educational or vocational program. 2.3 Number of youth maintaining a 2.0 GPA or "good standing" in their chosen program. 2.4 Number of clients utilizing tutoring and mentoring services.
Outcome 3: 12 of the 15 active participants will maintain stable employment.	3.1 Number of youth employed. 3.2 Length of employment. 3.3 Number of days during a six month period that youth remains unemployed. 3.4 Percent of youth that participant in job training classes.

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 9/29/2008

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. 11 of the 15 active Transitional housing participants will maintain stable housing situations	Track the number of youth that maintain stable housing.	All active program participants.	Monthly
2. 12 of the 15 active Transitional Housing participants will be enrolled in an educational or vocational program.	Track the number of youth enrolled and currently in good standing in an educational or vocational program.	All active program participants.	Monthly and/or quarterly
3. 12 of the 15 youth with employment goals will maintain stable employment	Track the number of youth currently employed and length of current employment.	All active program participants.	Monthly and/or quarterly

Notes:

EXHIBIT C

Continued

Agency: Intervention Services
Name of County Funded Program: The Villages

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2009

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) **Area(s):** Areas addressed in each outcome

(b) **Population:** Number of clients: _____

(c) **Dates:** Please list dates of when data is collected

(d) **Tools:** Measurement tools such as surveys, report cards, assessments, ect....

(e) **Sample Size:** (# out of (b))

(f) **Response Rate:** (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) **Area(s):**

(b) **Population:** Number of clients: _____

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) **Area(s):**

(b) **Population:**

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

SEMINOLE COUNTY PUBLIC SCHOOLS MIDWAY SAFE HARBOR CENTER AGREEMENT

THIS AGREEMENT is made and entered this 14 day of October, 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 SEMINOLE COUNTY PUBLIC SCHOOLS, a Florida non-profit corporation, whose address is 400 E. Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as "SCPS".

W I T N E S S E T H :

WHEREAS, the SCPS operates a facility in the Midway area of Seminole County, known as the Midway Safe Harbor Center, which provides programs including sports, computer lab, business enterprises, wellness and transportation services to primary school age children residing in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SCPS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCPS after SCPS has received notice of termination. Upon said termination, SCPS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. SCPS shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to operate a facility in the Midway area of Seminole County, known as the Midway Safe Harbor Center, which provides programs including sports, computer lab, business enterprise, wellness and transportation services to primary school age children residing in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources.

SCPS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SCPS during the term of this Agreement. It is understood that SCPS has not previously entered into, and shall not enter into, an agreement with any other party, including service

recipients hereunder, whereby SCPS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SCPS shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to SCPS or whomsoever, resulting out of SCPS'S fraud, defalcation, dishonesty, or failure of SCPS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SCPS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SCPS up to a maximum sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) for all services provided hereunder by SCPS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that SCPS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SCPS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. SCPS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of SCPS, any problems relating to the services to be provided pursuant to this Agreement that might exist for SCPS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SCPS shall submit on a quarterly basis, a financial report reflecting total SCPS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SCPS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SCPS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCPS after SCPS has received such notice of termination. In the event there are any unused COUNTY funds, SCPS shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SCPS shall allow the COUNTY, its duly authorized agent and the public access to such of SCPS'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination

in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. SCPS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For SCPS:

Marjorie Murray, President/Director
Seminole County Public Schools Midway Safe Harbor Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SCPS shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SCPS as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SCPS and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SCPS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SCPS, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B", and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

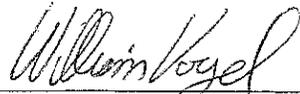
(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:


WILLIAM VOGEL, Ed.D.
Superintendent

(Corporate Seal)

SEMINOLE COUNTY PUBLIC SCHOOLS

BY: 
DIANE BAUER
Chairman

Date: 10/14/08

[ATTESTATION CONTINUED ON PAGE 10]

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 14 day of Oct., 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DIANE BAUER, as Chairman and WILLIAM VOGEL, as Superintendent, of SEMINOLE COUNTY PUBLIC SCHOOLS, a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced na as identification. 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.

Karen Ponder

Print Name _____
Notary Public in and for the County
and State Aforementioned

(Notary)



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney

SED/lpk

8/14/08 9/19/08

P:\Users\lkennedy\My Documents\Community Services\midway safe harbor center 2008.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: AGENCY NAME: Seminole County Public Schools/ Midway Safe Harbor Program
AGENCY ADDRESS: 400 E. Lake Mary Blvd. Sanford, FL 32773
PRESIDENT/DIRECTOR NAME: Marjorie Murray
AGENCY PHONE NUMBER: 407-320-0244
AGENCY FAX NUMBER: 407-320-0293
AGENCY E-MAIL: Marjorie_Murray@scps.ker.fl.us
PRESIDENT/DIRECTOR E-MAIL: Marjorie_Murray@scps.ker.fl.us

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Teen Sports	One hour of sporting activity
2. Business Enterprise Program	One hour of business educational activities
3. Presentations	One presentation
4. Computer Lab	One hour of activity on the computer
5. Transportation	Transportation expenditure of Field Trip
6. Adult/Teen Wellness	One hour of service

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. Teen Sports	1667 hours of sporting activities
2. Business Enterprise Program	1667 hours business educational activities
3. Presentations	20 presentations
4. Computer Lab	200 computer hours
5. Transportation	14 field trips
6. Adult/Teen Wellness	1838 service activities

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Teen Sports	\$6.00 per hour
2. Business Enterprise Program	\$6.00 per hour
3. Presentations	\$250.00 per hour
4. Computer Lab (summer)	\$12.00 per hour
5. Transportation (summer)	Cost of Actual of transportation \$112.00
6. Adult/Teen Wellness	\$6.00 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Teen Sports	Actual cost of administering the program as determined by the Seminole County School Board
2. Business Enterprise Program	Actual cost of administering the program as determined by the Seminole County School Board
3. Presentations	Actual cost of presenter and program materials
4. Computer Lab	Actual cost of administering the program as determined by the Seminole County School Board
5. Transportation	Actual cost of transportation
6. Adult/Teen Wellness	Actual cost of administering the program as determined by the Seminole County School Board

***Not to exceed \$40,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Midway Safe Harbor Program

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Teen Sports				1667			6.00	\$0.00
BE Program				1667			6.00	\$0.00
Presentations				20			250.00	\$0.00
Computer Lab				200			12.00	\$0.00
Transport				14			112.00	\$0.00
A/T Wellness				1838			6.00	\$0.00
TOTAL	0	0	0	5406	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	

*Client Service Record (breakdown of all billable units & client numbers) must be

EXHIBIT C

PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: Existing New

Agency:
Program Locations:

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Indicators
Outcome 1:	1.1 1.2 1.3 1.4
Outcome 2:	2.1 2.2 2.3 2.4
Outcome 3:	3.1 3.2 3.3 3.4

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1.			
2.			
3.			

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

OUTCOME MEASUREMENT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

This section is to be completed by a member of the agency's management team.

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

SEMINOLE WORK OPPORTUNITY PROGRAM AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **THE KATHLEEN ANDERSON COMPREHENSIVE WORK CENTER, INC.**, a Florida non-profit corporation doing business as **SEMINOLE WORK OPPORTUNITY PROGRAM**, whose address is 1095 Belle Avenue, Casselberry, Florida 32708, hereinafter referred to as "SWOP".

W I T N E S S E T H:

WHEREAS, SWOP provides educational, vocational and employment opportunities for developmentally disabled persons at a sheltered workshop located in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has  authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SWOP fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SWOP after SWOP has received notice of termination. Upon said termination, SWOP shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. SWOP shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide educational, vocational and employment opportunities for developmentally disabled persons at a sheltered workshop located in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. SWOP agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SWOP during the term of this Agreement. It is understood that SWOP has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby SWOP would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SWOP shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs,

attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to SWOP or whomsoever, resulting out of SWOP'S fraud, defalcation, dishonesty, or failure of SWOP to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SWOP in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SWOP up to a maximum sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for all services provided hereunder by SWOP during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that SWOP has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SWOP shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. SWOP shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of SWOP, any problems relating to the services to be provided pursuant to this Agreement that might exist for SWOP and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SWOP shall submit on a quarterly basis, a financial report reflecting total SWOP receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SWOP shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SWOP as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SWOP after SWOP has received such notice of termination. In the event there are any unused COUNTY funds, SWOP shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SWOP shall allow the COUNTY, its duly authorized agent and the public access to such of SWOP's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. SWOP shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For SWOP:

William H. Poe, Executive Director
The Kathleen Anderson Comprehensive Work Center, Inc.
D/b/a Seminole Work Opportunity Program
1095 Belle Avenue
Casselberry, Florida 32708

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SWOP shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SWOP as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SWOP and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SWOP agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no

way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SWOP, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.



Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney

SED/lpk
9/19/08

E:\Users\lkennedy\My Documents\Community Services\swop 2008.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: AGENCY NAME: Seminole Work Opportunity Program
AGENCY ADDRESS: 1095 Belle Avenue, Casselberry 32708
PRESIDENT/DIRECTOR NAME: William H. Poe
AGENCY PHONE NUMBER: 407-699-4419
AGENCY FAX NUMBER: 407-699-7967
AGENCY E-MAIL: swop@bellsouth.net
PRESIDENT/DIRECTOR E-MAIL: swop@bellsouth.net

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
Comprehensive Training	333 sessions of training

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
Comprehensive Training	333 sessions of training

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
Comprehensive Training	\$30.00

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
Comprehensive Training	Actual cost of training

***Not to exceed \$10,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Seminole Work Opportunity

Original and One Copy to:

Program Manager
534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Training	38,000			333			30.00	\$0.00
TOTAL	38000	0	0	333	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

**EXHIBIT C
LOGIC MODEL**

Agency: Seminole Work Opportunity Program
 Program: Sheltered Workshop
 Program Locations: 1095 Belle Avenue, Casselberry FL 32708

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	PROJECTED OUTCOMES
4000 developmentally disabled identified by state as waiting for services in District VII	Expand vocational opportunities for developmentally disabled adults	100% of DD adults served will achieve or maintain at least 50% of critical skills and functions identified in their IPP	Train DD Adults using classroom curriculum(Project Skill Builders), vocational training by Rehab Staff through completing sub-contract work; provide a salary	Using time studies, contract P/L compare goals and results, assess data, measure success/failure, make adjustments, Evaluate on bi-annual basis	100% of DD adults served achieve/maintain 50% of critical skills.
The majority of the developmentally disabled unable to find and maintain gainful employment	Increase educational opportunities for developmentally disabled adults	95% of DD adults served will participate in Project Skill Builders	Adult Basic Education (Project Skill Builders) Individual Program Development; Psychological staff.	Using consumer satisfaction survey, compare goals and results, assess data measure success/failure, make adjustments bi-annual basis	95% of DD Adults served will participate in Project Skill Builders
Upon completion of high school, the developmentally disabled have very limited resources for continued training in order to become semi-independent	Expand the number of developmentally disabled adults served in Seminole County	SWOP will increase by 5% the number of developmentally disabled adults served in Seminole County	Provide spaces, work, training, salary to DD adults as they complete high school	Use admissions information on monthly basis	5% increase in number of DD adults served

**EXHIBIT C: PROGRAM LOGIC MODEL
PROGRAM OUTCOMES & INDICATORS**

**Seminole Work Opportunity Program Sheltered Workshop
1095 Belle Avenue Casselberry FL 32708**

Projected Outcomes	Indicators
Outcome 1: 100% of DD adults served will achieve/maintain 50% of Critical Skills	1.1 Time Studies 1.2 Profit/Loss Statement 1.3 1.4
Outcome 2: 95% of DD adults served will participate in Project Skill Builders	2.1 Classroom progress reports 2.2 Consumer satisfaction survey 2.3 2.4
Outcome 3: 5% increase in number of DD adults Served	3.1 Admission Records 3.2 3.3 3.4

**EXHIBIT C: PROGRAM LOGIC MODEL
PROGRAM EVALUATION PLAN**

Seminole Work Opportunity Program – Sheltered Workshop

1095 Belle Avenue Casselberry FL 32708

Projected Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. 100% DD adults served will achieve/maintain 50% of critical skills	Time Studies/Contract Income Profit/Loss Statement	Time Study 100% of DD adults, sales from contract income	Time Studies conducted on each individual bi-annually. Profit/Loss statement monthly basis
2. 95% of DD adults served will participate in Project Skill Builders	Classroom progress reports, Consumer satisfaction Survey	Review classroom progress reports on 100% of DD Adults. Review consumer satisfaction survey on 100% of DD adults	Classroom Progress reports on monthly basis. Consumer satisfaction survey done annually
3. 5% increase in number of DD adults served	Admissions Records	Review all new admissions records	Monthly basis

EXHIBIT C

Continued

Agency: Kathleen Anderson Comprehensive Work Center
Name of County Funded Program: Same as above

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2009

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) **Area(s):** Areas addressed in each outcome

(b) **Population:** Number of clients: _____

(c) **Dates:** Please list dates of when data is collected

(d) **Tools:** Measurement tools such as surveys, report cards, assessments, ect....

(e) **Sample Size:** (# out of (b))

(f) **Response Rate:** (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) **Area(s):**

(b) **Population:** Number of clients: _____

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) **Area(s):**

(b) **Population:**

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC., a Florida non-profit corporation, whose address is 801 North Magnolia Avenue, Suite 305, Orlando, Florida 32803, hereinafter referred to as the "CLUBS".

W I T N E S S E T H:

WHEREAS, the CLUBS provide extensive outreach and recreational activities and programs to primary school age children residing in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than

thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that CLUBS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CLUBS after CLUBS has received notice of termination. Upon said termination, CLUBS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The CLUBS shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide extension services with extensive outreach and recreational activities and programs to primary school age children residing in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. CLUBS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by CLUBS during the term of this Agreement. It is understood that CLUBS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CLUBS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) CLUBS shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by

CLUBS
2008-2009
Boys & Girls Clubs of Central Florida, Inc. Agreement
2008-2009

reason of the loss of any monies paid to CLUBS or whomsoever, resulting out of CLUBS fraud, defalcation, dishonesty, or failure of CLUBS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CLUBS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to CLUBS up to a maximum sum of NINETY-FOUR THOUSAND AND NO/100 DOLLARS (\$94,000.00) for all services provided hereunder by CLUBS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that CLUBS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

ADMINISTRATIVE

MANAGER

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, CLUBS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. CLUBS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of CLUBS, any problems relating to the services to be provided pursuant to this Agreement that might exist for CLUBS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

0003 8 1 2009

(c) Notwithstanding the above, CLUBS shall submit on a quarterly basis, a financial report reflecting total CLUBS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, CLUBS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to CLUBS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CLUBS after CLUBS has received such notice of termination. In the event there are any unused COUNTY funds, CLUBS shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. CLUBS shall allow the COUNTY, its duly authorized agent and the public access to such of CLUBS records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. CLUBS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For CLUBS:

Gary W. Cain, President
Boys & Girls Clubs of Central Florida, Inc.
Post Office Box 2987
Orlando, Florida 32802

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CLUBS shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CLUBS as provided hereinabove.

COPIES
5/14/09

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. CLUBS and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. CLUBS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no

way, affect the validity of the remaining covenants or provisions of this Agreement.

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Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting CLUBS, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person

shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:

Mark Shamley
MARK SHAMLEY, Secretary

BOYS & GIRLS CLUBS OF
CENTRAL FLORIDA, INC.

By: *Gary W. Cain*
GARY W. CAIN, President

(Corporate Seal)

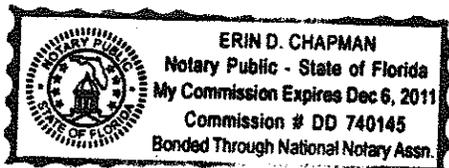
Date: 10/3/08

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that, on this 3 day of October, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GARY W. CAIN, as President and MARK SHAMLEY, as Secretary, respectively, of BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Erin D. Chapman
Print Name *Erin D. Chapman*
Notary Public in and for the County
and State Aforementioned



RECEIVED

NOV 11 2008

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk
8/14/08
P:\Users\lkennedy\My Documents\Community Services\boys and girls club 2008.doc

Three (3) Attachments:

- 1. Exhibit "A" - Scope of Services
- 2. Exhibit "B" - Seminole County Community Service Agency Report Form
- 3. Exhibit "C" - Program Logic Model



SEMINOLE COUNTY
CLERK
MARYANNE MORSE
8/14/08

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: AGENCY NAME: Boys & Girls Clubs of Central Florida
AGENCY ADDRESS: 801 N. Magnolia Avenue, Suite 305, Orlando 32803
PRESIDENT/DIRECTOR NAME: Gary W. Cain
AGENCY PHONE NUMBER: 407-841-6855
AGENCY FAX NUMBER: 407-872-7796
AGENCY E-MAIL: www.bgccf.org
PRESIDENT/DIRECTOR E-MAIL: gcain@bgccf.org

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Character & Leadership	One session of service or prevention averaging 1 hour per 10 children.
2. Education & Careers	One hour of tutoring and homework assistance including computer assignments.
3. Health & Life Skills	One session of service averaging 1 hour per 10 children.
4. The Arts	One hour of art-related activities are either visual, performing, or literary.
5. Sports, Fitness, & Recreation	One hour of sports, fitness, or other recreational activity.

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. Character & Leadership	1000 sessions (1 hour per 10 children)
2. Education & Careers	2,000 hours
3. Health & Life Skills	150 sessions (1 hour per 10 children)
4. The Arts	1,000 hours
5. Sports, Fitness, & Recreation	6370

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Character & Leadership	\$18.00 per session
2. Education & Careers	\$13.00 hour
3. Health & Life Skills	\$7.00 per session
4. The Arts	\$8.00 per hour
5. Sports, Fitness, & Recreation	\$6.00 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Character & Leadership	Industry standard set by the Department of Children and Families.
2. Education & Careers	Low-end cost average for private tutoring and homework assistance services.
3. Health & Life Skills	Industry standard of local health care agencies.
4. The Arts	Low-end cost for classes at local dance studios and art schools
5. Sports, Fitness, & Recreation	Industry standard for youth sports leagues

***Not to exceed \$ 94,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name:

Original and One Copy to:

Program Manager

534. W. Lake Mary. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: (Narrative must include all three items below to be considered complete)

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Char/Leader				1000			\$18.00	\$0.00
Educ/Career				2000			\$13.00	\$0.00
Health/Life Skills				150			\$7.00	\$0.00
The Arts				1000			\$8.00	\$0.00
Sports/Recreation				6370			\$6.00	\$0.00
TOTAL	0	0	0	10520	0	0	\$0.00	\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C

PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: N/A

Agency: Boys & Girls Clubs of Central Florida, Inc.
 Program: Positive Youth Development Services
 Program Locations: East Altamonte & Midway Branches

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>For at-risk youth ages 6-18 in underserved neighborhoods in Seminole County.</p> <p>Positive Adult Guidance</p> <p>Positive Youth Development Programming (after-school and during holidays & summer vacation)</p>	<p>At Age 18, Boys & Girls Club Youth will enter the adult world with the capacities to be:</p> <ul style="list-style-type: none"> ▪ responsible citizens and leaders ▪ able to support themselves ▪ live a successful life 	<p><u>Objective #1:</u> 75% of active participants will achieve a GPA of 2.0 or better each school quarter.</p> <p><u>Objective #2:</u> 75% of active participants will achieve Participant status or better on the President's Challenge Physical Fitness Test.</p> <p><u>Objective #3:</u> Youth surveyed will report average scores of 65% or higher on the Educational Competence, Club Opportunities & Supports, and Health/Risk Behavior scales of the Boys & Girls Clubs of America youth survey.</p>	<p><u>Service Providers:</u> Staff, Teen Leaders, Resource People, Volunteers</p> <p><u>Facilities:</u> Clubs, Field Trips into local community</p> <p>Activities in Five Core Areas:</p> <p><u>Character & Leadership</u> <u>Leadership Training</u> <u>Youth of the Year</u></p> <p><u>Education & Careers</u> <u>Power Hour – (homework help), Making the Grade, Computer Labs</u></p> <p><u>Health & Life Skills</u> <u>SMART Moves – (drug & alcohol abuse & teen pregnancy prevention)</u></p> <p><u>The Arts</u> <u>Arts & Crafts, performing - Fine Arts, Cultural Events</u></p> <p><u>Sports, Fitness & Recreation</u> <u>Fun & Games, field Trips</u> <u>Intramural sports,</u> <u>President's Fitness Test</u></p>	<p><u>Objective #1:</u> Student progress report cards will be collected & reported QUARTERLY for the first three grading periods. <i>Comparative</i> results over 3 grading periods will be reported ONCE ANNUALLY.</p> <p><u>Objective #2:</u> President's Challenge Physical Fitness Test will be administered once annually, in the spring. Results will be recorded and reported ONCE ANNUALLY. Award level requirements are set by the President's Council on Physical Fitness & Sports, based on participant age and gender.</p> <p><u>Objective #3:</u> B&GCA Youth Survey will be administered once annually, in the spring. Information gathered will be reported to the national office of Boys & Girls Clubs of America, which will in turn provide survey results approximately 3 months later. Results will be reported ONCE ANNUALLY.</p>	<p>Members who attend regularly will demonstrate:</p> <p>Outcome 1: Educational Competency</p> <p>Outcome 2: Health & Well-being</p> <p>Outcome 3: Youth Development in Boys & Girls Clubs of America Competencies, as follows:</p> <p><i>Positive Self Concept</i> <i>Educational, Social, Employment, Emotional, Cultural Competencies</i></p> <p><i>Community & Civic Involvement</i></p> <p><i>Health & Well-being</i></p> <p><i>A Moral Compass</i></p>

**Exhibit C
PROGRAM LOGIC MODEL (Continued)...**

Name of Program: East Altamonte Branch & Midway Branch -- Youth Development Services

IX. PROGRAM EVALUATION PLAN

AGENCY Boys & Girls Clubs of Central Florida, Inc.

PROGRAM Youth Development Services

PLEASE CHECK: EXISTING X REVISED

DATE REVISED N/A

Projected Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Educational Competency	<p>Student Progress Report Cards -- Record grades/GPA's for each member per grade period for first three periods</p> <p>Student/School Academic Records -- Record graduation, promotion, etc.</p>	<p>Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs</p> <p>Sample Size = approximately 45 (E. Alta) approximately 55 (Midway)</p>	At end of grading periods 1-3; comparative results over 3 grading periods to produce annual results at end of each school year.
2. Health and Well-Being	<p>President's Challenge Physical Fitness Test -- engage members in fitness tests during Club fitness and health activities</p> <p>B&GCA Youth Survey -- administer survey to youth during Club hours</p>	<p>Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Clubs programs</p> <p>Sample Size = approximately 45 (E. Alta) approximately 55 (Midway)</p> <p>Different age groups will be surveyed to reflect proportions for Branches as a whole</p> <p>Sample Size = approximately 45 (E. Alta) approximately 55 (Midway)</p>	<p>Conducted annually in the spring</p> <p>Administered annually in the spring</p>
3. Youth Development in Boys & Girls Clubs of American Competencies	<p>B&GCA Youth Survey -- administer survey to youth during Club hours</p>	<p>Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Clubs programs</p> <p>Different age groups will be surveyed to reflect proportions for Branches as a whole</p> <p>Sample Size = approximately 45 (E. Alta) approximately 55 (Midway)</p>	Administered annually in the spring

Exhibit C

Name of Program: East Altamonte Branch & Midway Branch--Youth Development Services

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Boys & Girls Clubs of Central Florida, Inc.

PROGRAM East Altamonte Branch & Midway Branch--Youth Development Services NEW No

DATE REVISED N/A

Outcomes	Indicators/Thresholds that Determine Successful Outcomes
Outcome 1: Educational Competency	1.1 Achieve passing grades or above in all school subjects 1.2 Graduate high school (where applicable)
Outcome 2: Health and Well-Being	2.1 Meet standards for President's Challenge Physical Fitness Test 2.2 Engage in regular fitness activity 2.3 Make positive choices about personal safety, drug & alcohol use, nutrition, & sexuality
Outcome 3: Youth Development in Boys & Girls Clubs of America Competencies	3.1 Set and attain goals for education and employment 3.2 Develop and sustain positive relationships with staff and other members 3.3 Make positive choices about personal safety, drug & alcohol use, nutrition, & sexuality

EXHIBIT C

Continued

Agency: Boys & Girls Clubs of Central Florida

Name of County Funded Program: Midway & E. Altamonte Centers

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2009

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) **Area(s):** Areas addressed in each outcome

(b) **Population:** Number of clients: _____

(c) **Dates:** Please list dates of when data is collected

(d) **Tools:** Measurement tools such as surveys, report cards, assessments, ect....

(e) **Sample Size:** (# out of (b))

(f) **Response Rate:** (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) **Area(s):**

(b) **Population:** Number of clients: _____

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) **Area(s):**

(b) **Population:**

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

THE CHRISTIAN SHARING CENTER, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and THE CHRISTIAN SHARING CENTER, INC., a Florida non profit corporation, whose address is 600 North Highway 17/92, Suite 158, Longwood, Florida 32750, hereinafter referred to as the "CENTER".

W I T N E S S E T H:

WHEREAS, the CENTER provides food assistance and other basic services to individuals and families in Seminole County, Florida,; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than

thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that CENTER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CENTER after CENTER has received notice of termination. Upon said termination, CENTER shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The CENTER shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide food assistance and other basic services to individuals and families in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. CENTER agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by CENTER during the term of this Agreement. It is understood that CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CENTER would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) CENTER shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss

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of any monies paid to CENTER or whomsoever, resulting out of CENTER'S fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CENTER in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to CENTER up to a maximum sum of FIFTY-ONE THOUSAND AND NO/100 DOLLARS (\$51,000.00) for all services provided hereunder by CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

DAVIDSON

2008-01-01

2008-01-01

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, CENTER shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. CENTER shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of CENTER, any problems relating to the services to be provided pursuant to this Agreement that might exist for CENTER and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

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Christian Sharing Center, Inc. Agreement
2008-2009

(c) Notwithstanding the above, CENTER shall submit on a quarterly basis, a financial report reflecting total CENTER receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, CENTER shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to CENTER as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CENTER after CENTER has received such notice of termination.

In the event there are any unused COUNTY funds, CENTER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of CENTER'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. CENTER shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

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COMMUNITY
DEPARTMENT

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For CENTER:

Angie Romagosa, President/Director
The Christian Sharing Center, Inc.
600 North Highway 17/92, Suite 158
Longwood, Florida 32750

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.



Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CENTER 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,

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COMMUNITY SERVICES
SANFORD FLORIDA

ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CENTER as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. CENTER and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. CENTER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

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2008-2009

express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting CENTER, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida

2008-2009
JULY 2008
JULY 2009

Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 expressed on the day and year first above written.

ATTEST:

Valerie A. Fosburgh
VALERIE A. FOSBURGH
Secretary

THE CHRISTIAN SHARING CENTER, INC.
By: *Angela M. Romagosa*
ANGELA M. ROMAGOSA
President

(Corporate Seal)

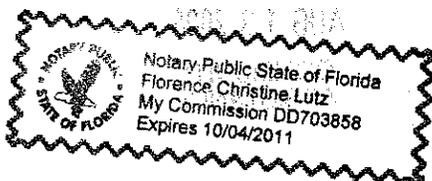
Date: *September 26, 2008*

STATE OF FLORIDA)
COUNTY OF *Seminole*)

I HEREBY CERTIFY that, on this 26 day of September, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA A. ROMAGOSA, as President and VALERIE A. FOSBURGH, as Secretary of The Christian Sharing Center, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Florence Christine Lutz
Print Name FLORENCE CHRISTINE LUTZ
Notary Public in and for the County
and State Aforementioned



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney

SED/lpk
8/14/08

P:\Users\lkennedy\My Documents\Community Services\christian sharing center 2008.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



DEVELOPMENT

2008-2009

2008-2009

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: The Christian Sharing Center
AGENCY ADDRESS: 600 N. Hwy 17-92, Suite 158, Longwood, FL 32750
PRESIDENT/DIRECTOR NAME: Angie Romagosa
AGENCY PHONE NUMBER: 407-260-9155
AGENCY FAX NUMBER: 407-332-0535
AGENCY E-MAIL: thesharingcenter.org
PRESIDENT/DIRECTOR E-MAIL: Angie.Romagosa@thesharingcenter.org

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

- I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
Provide food assistance to low-income residents of Seminole County	A bag of nutritious food supplies valued at \$24.00.

- II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
Food assistance to low-income Seminole County residents	The number of bags of food funded by the county is 2,125.

Service units are transferable based on the agency's need and actual services provided each month.

- III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
Food assistance to low-income Seminole County residents	The cost per bag of food is valued at \$24.00.

- IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
Food assistance to low-income Seminole County residents	The cost of \$24.00 per bag is an adjustment down from the Second Harvest Food Bank cost per bag of \$26.72 for the standard unit of food supply in a single bag.

***Not to exceed \$ 51,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Christian Sharing Center

Original and One Copy to:

Program Manager
534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Food	14,000			2125			24.00	\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL	14000	0	0	2125	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	

*Client Service Record (breakdown of all billable units & client numbers) must be

EXHIBIT C

PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31

Program Logic Model – Date Revised: October, 2008 Existing New

Agency: The Christian Sharing Center
 Program: Food Assistance for Seminole County Residents
 Program Locations: 600 N. Hwy. 17-92, Suite 158, Longwood, FL 32750-3638

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>Approximately 33,354 residents in Seminole County live below the poverty level, which is approx. 8.6% of the county's total population. Seminole County ranks 170th among 236 measured counties.</p> <p>Approximately 11.6% of the children in Seminole County live below the poverty level. Seminole County ranks 164th among 236 measured counties.</p> <p>Seminole County ranked 90th among 236 measured counties in regards to median household income and reported a median household income of \$51,506.</p>	<p>Provide Seminole County Residents experiencing financial hardships with emergency food assistance</p>	<p>1. Up to 2,125 units of food assistance will be rendered to Seminole County residents.</p> <p>2. At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.</p> <p>3. At least 80% of all sampled clients will indicate that the available foods selections provided by the agency met their needs or requirements.</p> <p>References: The standard unit of food supply is a single bag of groceries valued at \$24 based on an adjustment down from Second Harvest Food bank's value and is defined to be, on average, a two-day supply of food per individual.</p>	<p>Activities: Interview and evaluate clients for eligibility and needs. Provide case management services to clients. Provide food assistance services to clients through Agency's on-site Food Pantry. Provide clients with referrals, such as counseling, financial planning, and food stamps, as appropriate. Provide educational materials regarding food budgeting and nutritional meal planning.</p> <p>Resources: Agency's client database, facilities, Food Pantry, Thrift Store, Boards of Directors, and staff. Second Harvest Food Bank Seminole County CSA, Seminole County Extension Services, Team Resources, and RSVP. Local grocery stores, food vendors, farms, and restaurants. Local churches, businesses, civic groups, and schools. Volunteers and donors</p>	<p>1. Statistics regarding the number of units of food assistance rendered will be regularly maintained in the agency's client database and case management records. Reports may be generated from the information in this database and in these records.</p> <p>2. Statistics regarding the client visit activity will be regularly maintained in the agency's client database and case management records. Reports may be generated from the information in this database and in these records.</p> <p>3. Statistics regarding the food selection will be collected via the agency's client surveys. Reports may be generated from tabulations of the information collected by these surveys.</p>	<p>1. Up to 2,125 units of food assistance will be rendered to Seminole County residents.</p> <p>2. At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.</p> <p>3. At least 80% of all sampled clients will indicate that the available food selections provided by the agency met their needs or requirements.</p>

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Indicators
<p>Outcome 1:</p> <p>Up to 8,334 units of food assistance will be rendered to Seminole County residents</p>	<p>1.1 Numbers of units rendered</p> <p>1.2 Residency</p>
<p>Outcome 2:</p> <p>At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.</p>	<p>2.1 Frequency of visits</p>
<p>Outcome 3:</p> <p>At least 80% of all sampled clients will indicate that the available food selections provided by the agency met their needs or requirements</p>	<p>3.1 Food selection</p> <p>3.2 Availability of USDA food</p> <p>3.3 Overall Nutrition of diet</p> <p>3.4 Overall health</p>

Notes:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED: October 2006

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
<p>1. Up to 4167 units of food assistance will be rendered to Seminole County residents</p>	<p>Clients will be interviewed and evaluated by agency caseworkers, and the results of the interviews will be recorded in the agency's case management records and in the client database.</p>	<p>100% of all records in the agency's client database and case management records will indicate the number of units of food assistance rendered to Seminole County residents.</p>	<p>Agency's case management records are updated daily, in real time. Agency's client database is updated daily.</p>
<p>2. At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.</p>	<p>Statistics will be collected by agency caseworkers during client interviews and will be recorded in agency's case management records and in agency's client database.</p>	<p>100% of all records in the agency's client database and case management records will indicate the number of visits by client during any 3 month period.</p>	<p>Agency's case management records are updated daily, in real time. Agency's client database is updated daily.</p>
<p>3. At least 80% of all sampled clients will indicate that the available foods selection provided by the agency met their needs or requirements.</p>	<p>Statistics will be collected by agency caseworkers during client interviews using agency surveys.</p>	<p>100% of all returned agency surveys will indicate whether or not the agency's available food selection met the clients' needs or requirements.</p>	<p>Agency's surveys are returned daily, in real time. Results of agency surveys are collated no less than once each quarter.</p>

Notes:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

OUTCOME MEASUREMENT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1: Up to 8,334 units of food assistance will be rendered to Seminole County residents.

Indicators: Numbers of units rendered; residency

Area(s): Seminole County

Population: low-income individuals/families

Dates:

Tools, Sample Size, Response Rate:

Results: .

Outcome 2: At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.

Indicators: Frequency of visits

Area(s): Seminole County

Population: low-income individuals/families

Dates: :

Tools, Sample Size, Response Rate:

Results:

Outcome 3: At least 80% of all sampled clients will indicate that the available foods selection provided by the agency met their needs or requirements.

Indicators: Food selection; availability of UDSA foods; special dietary needs; overall nutrition of diet; overall health

Area(s): Seminole

Population: low-income individuals/families

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

This section is to be completed by a member of the management team.

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1: Up to 8,334 units of food assistance will be rendered to Seminole County residents.

Successes:

Challenges:

Outcome #2: At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.

Successes: Challenges:

Outcome #3: At least 80% of all sampled clients will indicate that the available food selections provided by the agency met their needs or requirements.

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

THE SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC. AGREEMENT

THIS AGREEMENT is made and entered this 30th day of October, 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 SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC., a Florida non profit corporation, whose address is 239 Rinehart Road, Lake Mary, Florida 34746, hereinafter referred to as the "COALITION".

W I T N E S S E T H:

WHEREAS, the COALITION is a community based agency which provides financial assistance to economically eligible working parents residing in Seminole County, Florida, for child care services and programs in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that COALITION fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received notice of termination. Upon said termination, COALITION shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. COALITION shall use funds from this Agreement, the Federal government, any public or private agency and subsidized parent fees to provide financial assistance to economically eligible working parents residing in Seminole County, Florida, for child care services and programs in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. COALITION agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by COALITION during the term of this Agreement. It is understood that COALITION has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby COALITION would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) COALITION shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs,

attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to COALITION or whomsoever, resulting out of COALITION'S fraud, defalcation, dishonesty, or failure of COALITION to comply with applicable laws or regulations; or by reason or as a result of any act or omission of COALITION in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to COALITION up to a maximum sum of SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$68,000.00) for all services provided hereunder by COALITION during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that COALITION has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, COALITION shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. COALITION shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of COALITION, any problems relating to the services to be provided pursuant to this Agreement that might exist for COALITION and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, COALITION shall submit on a quarterly basis, a financial report reflecting total COALITION receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, COALITION shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to COALITION as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received such notice of termination. In the event there are any unused COUNTY funds, COALITION shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. COALITION shall allow the COUNTY, its duly authorized agent and the public access to such of COALITION'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. COALITION shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For COALITION:

Seminole County Coalition for School Readiness, Inc.
239 Rinehart Road
Lake Mary, Florida 32746

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, COALITION shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes,

ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to COALITION as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. COALITION and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. COALITION agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting COALITION, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk/sb
8/14/08 10/10/08
P:\Users\lkennedy\My Documents\Community Services\coalition school readiness 2008.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole County Coalition for School Readiness
AGENCY ADDRESS: 239 Rinehart Road, Lake Mary 32746
PRESIDENT/DIRECTOR NAME: Jennifer Grant
AGENCY PHONE NUMBER: 407-871-1101
AGENCY FAX NUMBER: 407-871-1100
AGENCY E-MAIL: jgrant@seminoleschoolreadiness.org
PRESIDENT/DIRECTOR E-MAIL: jgrant@seminoleschoolreadiness.org

The above agency will provide the following services for the residents of Seminole County during FY 2008-2009:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
Subsidized Child Care	One child care day of service

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
Subsidized Child Care	4250 child care days of full/part time services

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
Subsidized Child Care	Project days of service are based on \$16.00 per day of care. The number of actual days provided varies based on parent fee, provider selected, age of child, class of care but does not exceed \$24.00 per day of care.

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
Subsidized Child Care	Industry standard set by AWI Office of Early Learning

***Not to exceed \$68,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: School Readiness Coalition

Original and One Copy to:

Program Manager
534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

- 1) Agency accomplishments this month:**
- 2) Summary of accomplishments made with Seminole County funding this month:**
- 3) Progress to broaden community financial support:**
- 4) Progress made in agency capacity building:**

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Days of Care	450000			4250			16.00	\$0.00
TOTAL	450000	0	0	4250	0	0	16.00	\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	

*Client Service Record (breakdown of all billable units & client numbers) must be

EXHIBIT C

PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: Existing New
 Program: Subsidized Childcare and Related Services

Agency: School Readiness Coalition
 Program Locations:

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>According to the CDF, in 2005 the cost of four years of center-based care in Seminole County is approximately \$24,696</p> <p>There are roughly 1,767 families with children under the age of 5 living in poverty in Seminole County.</p> <p>Children from low income families are less likely to enter school ready to learn.</p> <p>A 2004 study found pre-school programs have a measure impact on children from low income families particularly males and Hispanics and African American children. (Demographically African-Americans represent 8.5% of the population. 13.3% self-report being Hispanic ethnicity.)</p>	<p>All Seminole County parents have access to high quality child care information and referral services.</p> <p>100% of available federal matching funds are accessed.</p>	<p>During a 12-month period, we will:</p> <p>Maximize the number of children enrolled in child care services. Target: Serve not less than 2,000 children monthly</p> <p>Strengthen the Coalition's ability to generate needed matching funds. Develop niche marketing materials for use at matching fund development activities. Initiate sponsorship program. Target: Obtain at least 20 % of matching fund requirements from local businesses and municipalities.</p>	<p>Via contract with 4C Orlando, the Coalition activities include leveraging the Seminole Commission grant against federal matching funds to</p> <ol style="list-style-type: none"> 1. respond to family inquires for information regarding quality child care indicators, available providers, and subsidy options 2. perform eligibility determination and enroll low income children into subsidized child care services 3. provide technical assistance and training to enhance the quality of care offered by Seminole County early education and care providers 4. Resources include: <u>Coalition contract ed staff</u> – Masters' level ED, Quality/Inclusion Specialist, and Fiscal Specialist. Bachelor's level Community Affairs Director. 	<p>Monthly desk top monitoring is conducted via provider reports to assess</p> <ol style="list-style-type: none"> 1. the number of families receiving information and referral services 2. children enrolled in care 3. providers receiving program evaluations 4. overall corporate expenditures <p>Semi-annually desk top monitoring is conducted via provider reports, to assess</p> <ol style="list-style-type: none"> 1. parent satisfaction 2. opportunities for continuous program improvement <p>Annually reports provided by the State are reviewed to assess the number and percent of children passing the state mandated school readiness test</p>	<p>A minimum of 2,000 Seminole County low-income children receive child care services on a monthly basis.</p> <p>100% of available federal matching funds accessed.</p> <p>All Seminole County Families will have access to high quality child care and educational services</p>

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Indicators
<p>Outcome 1: A minimum of 2,000 Seminole County low-income children receive child care services monthly.</p>	<p>1.1 Total number of children reported as receiving services each month of the quarter.</p> <p>1.2 Total number of children reported as receiving services each month of the quarter.</p> <p>1.3 Total number of children reported as receiving services each month of the quarter.</p> <p>1.4 Total number of children reported as receiving services for the year divided by 12.</p>
<p>Outcome 2: 100% of available federal matching funds accessed.</p>	<p>2.1 Total amount of local funds raised during the quarter compared with required match.</p> <p>2.2 Total amount of local funds raised during the first 6 months compared with required match.</p> <p>2.3 Total amount of local funds raised during the first 9 months compared with required match.</p> <p>2.4 Total amount of local funds raised compared with required match.</p>
<p>Outcome 3: All Seminole County Families will have access to high quality child care and educational services.</p>	<p>3.1 Total number of Community Awareness events attended and/or hosted.</p> <p>3.2 Increase in provider environment rating scale scores for program quality.</p> <p>3.3 Total number of providers attending workshops or conferences funded by the Coalition throughout the year..</p> <p>3.4 Total number of children scoring "ready for kindergarten on FLKRS test.</p>

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. A minimum of 2,000 Seminole County low income children receive child care services.	Enrollment reports Slot Utilization reports	5% eligibility sample review	Monthly review of reports Quarterly desk top evaluator reports
2. 100% of available federal matching funds accessed.	Reimbursement requests and reports to State	100% review of match reports	Monthly review of reimbursement request Quarterly review of match reports
3. All Seminole County Families will have access to high quality child care and educational services	FLKRS (Kindergarten Readiness Test) Report Community Outreach Provider Training and Technical Assistance Reports	100% review of selected reports	Annual review of FLKRS results Quarterly review of Community Outreach Reports Quarterly review of Provider Training and Technical Assistance Reports

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

OUTCOME MEASUREMENT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

This section is to be completed by a member of the agency's management team.

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

SPECIAL OLYMPICS FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and SPECIAL OLYMPICS FLORIDA, INC., a Florida non profit corporation, whose address is 1105 Citrus Tower Boulevard, Clermont, Florida 34711-1905, hereinafter referred to as the "SPECIAL OLYMPICS".

W I T N E S S E T H:

WHEREAS, the SPECIAL OLYMPICS provides athletic training, competition and socialization opportunities for mentally challenged residents of Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

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, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SPECIAL OLYMPICS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SPECIAL OLYMPICS after SPECIAL OLYMPICS has received notice of termination. Upon said termination, SPECIAL OLYMPICS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The SPECIAL OLYMPICS shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide athletic training, uniforms, competition, transportation and socialization opportunities for the mentally challenged residents of Seminole County in order to build confidence and self-esteem through such opportunities, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. SPECIAL OLYMPICS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SPECIAL OLYMPICS during the term of this Agreement. It is understood that SPECIAL OLYMPICS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby SPECIAL OLYMPICS would be paid

for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SPECIAL OLYMPICS shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to SPECIAL OLYMPICS or whomsoever, resulting out of SPECIAL OLYMPICS' fraud, defalcation, dishonesty, or failure of SPECIAL OLYMPICS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SPECIAL OLYMPICS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(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 the COUNTY's sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SPECIAL OLYMPICS up to a maximum sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for all services provided hereunder by SPECIAL OLYMPICS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that SPECIAL OLYMPICS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SPECIAL OLYMPICS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2009.

Section 8. Reporting Requirements. SPECIAL OLYMPICS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of SPECIAL OLYMPICS, any problems relating to the services to be provided pursuant to this Agreement that might exist for SPECIAL OLYMPICS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SPECIAL OLYMPICS shall submit on a quarterly basis, a financial report reflecting total SPECIAL OLYMPICS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SPECIAL OLYMPICS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SPECIAL OLYMPICS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SPECIAL OLYMPICS after SPECIAL OLYMPICS has received such notice of termination. In the event there are any unused COUNTY funds, SPECIAL OLYMPICS shall promptly refund

those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SPECIAL OLYMPICS shall allow the COUNTY, its duly authorized agent and the public access to such of SPECIAL OLYMPICS' records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. SPECIAL OLYMPICS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2009, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, Florida 32771

For SPECIAL OLYMPICS:

Special Olympics Florida, Inc.
1105 Citrus Tower Boulevard
Clermont, Florida 34711-1905

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SPECIAL OLYMPICS shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SPECIAL OLYMPICS as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as

to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SPECIAL OLYMPICS and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SPECIAL OLYMPICS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SPECIAL OLYMPICS, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Special Olympics Seminole County
AGENCY ADDRESS: P.O. BOX 5207042, Longwood, FL 32752
PRESIDENT/DIRECTOR NAME: Marie El-Khoury
AGENCY PHONE NUMBER: 407-782-0525
AGENCY FAX NUMBER: 407-834-3870
AGENCY E-MAIL: info@specialolympicsseminolecounty.org
PRESIDENT/DIRECTOR E-MAIL: mel-khoury@specialolympicsseminolecounty.org

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Transportation	To transport athletes to various Area & State Competitions.
2. Lodging	Lodging for athletes while attending various Area & State Competitions.
3. Uniforms	Provide uniforms for athletes participating in sporting events.

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2008-September 2009)?

Service*	Number of County funded units
1. Transportation	6 chartered buses and 20 vans
2. Lodging	20 units/rooms
3. Uniforms	75 uniforms (to include shirts, leotards, bathing suits, etc.)

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (if unit cost is greater than \$5.00, round to the nearest dollar.)
1. Transportation	Approximately \$1,000 per chartered bus and \$100.00 per van
2. Lodging	Approximately \$60 per room
3. Uniforms	Approximately \$10 per item

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Transportation	Quotes from local & previously used charter bus/van agencies.
2. Lodging	Special Olympics Florida's room & board rates.
3. Uniforms	Quotes from local & previously used sportswear agencies.

***Not to exceed \$ 10,000.00**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Special Olympics Florida - Seminole County
 Original and One Copy to: Program Manager
 534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	#VALUE!
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Transportation	26 units	0	0				variable	#VALUE!
Lodging	20 units	0	0				variable	#VALUE!
Uniforms	75 units	0	0				variable	#VALUE!
								\$0.00
								\$0.00
								\$0.00
TOTAL	0	0	0	0	0	0		#VALUE!

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2009. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2009

Program Logic Model – Date Revised: 9/30/2008 Existing New

Agency: Special Olympics Florida – Seminole County
Program: Special Olympics Sports Training
Program Locations: Various Venues throughout Seminole County

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
Transportation to Area and State Special Olympics Competitions throughout the State of Florida.	To provide adequate and safe transportation to Area and State games for Special Olympics Seminole County Athletes.	To provide a total of 6 chartered buses and 20 vans over the grant year to transport athletes.	Secure vehicles (vans or buses) to transport athletes to various sports venues.	Survey parents of athletes to determine if they would be able to provide transportation for their athletes by any other means.	Special Olympics Seminole County providing transportation for participating athletes. Most athletes presently participating would not be able to advance beyond the County level of competition.
Lodging for athletes while attending various competitions throughout the State of Florida.	To provide adequate and safe lodging at Area and State games for Special Olympics Seminole County Athletes.	To provide a total of 20 units/rooms over the grant year.	Secure lodging for athletes at various Area and State games and competitions.	Survey parents of athletes and Special Olympics State Office to determine if they would be able to provide lodging for athletes.	Special Olympics Seminole County providing lodging for participating athletes. Most athletes presently participating would not be able to advance beyond the County level of competition.
Provide uniforms for new and current athletes participating in sporting events.	To outfit all athletes safely and properly for their chosen sport.	75 pieces of uniform as needed for athletes to play their sport.	Secure, manage and provide uniforms as needed.	Uniforms as needed by submitting actual invoices for the purchase of said uniforms.	Athletes will be safely and appropriately outfitted for competitions in their chosen sport.

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Indicators
<p><u>Outcome 1:</u></p> <p>Transportation to Area and State Special Olympics competitions throughout the State of Florida utilizing 26 variable modes of transportation.</p>	<p>1.1 Competition locations that require transportation of athletes.</p> <p>1.3 Type of transportation needed to accommodate all attendees.</p> <p>1.2 Rosters of athletes attending competitions traveled to.</p> <p>1.4 Total number transported including coaches and chaperones.</p>
<p><u>Outcome 2:</u></p> <p>To provide approximately 20 units of adequate and safe lodging at Area and State games for Special Olympics Seminole County Athletes.</p>	<p>2.1 Competition locations that require overnight stays.</p> <p>2.3 Amount of lodging needed to accommodate all attendees.</p> <p>2.2 Rosters of athletes attending competitions traveled to.</p> <p>2.4 Total number requiring lodging including coaches and chaperones.</p>
<p><u>Outcome 3:</u></p> <p>Provide 75 pieces of uniform as needed to outfit all athletes safely and properly for their chosen sport.</p>	<p>3.1 Uniforms needed to accommodate the increase in new younger participants as well as current athletes.</p> <p>3.2 Ensure athletes are safely and properly outfitted to participate in chose sport.</p> <p>3.3 List of needed uniforms, and copies of invoices for purchases.</p>

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. Transportation to Area and State Special Olympics competitions throughout the State of Florida utilizing 26 variable modes of transportation.	Quotes & Invoices of rental costs	Rosters of athletes attending competitions and requiring transportation.	At the completion of each major sports season/competition; approximately quarterly.
2. To provide approximately 20 units of adequate and safe lodging at Area and State games for Special Olympics Seminole County Athletes.	Quotes & Invoices of lodging costs	Rosters of athletes attending competitions and requiring transportation.	At the completion of each major sports season/competition; approximately quarterly.
3. Provide 75 pieces of uniform as needed to outfit all athletes safely and properly for their chosen sport.	Quotes & Invoices of uniform purchases	Lists of sports needing uniform purchases to for new participants.	As needed and reported quarterly; prior to the beginning of sports seasons.

Notes:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

QUARTERLY OUTCOME MEASUREMENT REPORT

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1: Transportation to Area and State Special Olympics competitions throughout the State of Florida utilizing 26 variable modes of transportation.

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2: To provide approximately 20 units of adequate and safe lodging at Area and State games for Special Olympics Seminole County Athletes.

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3: Provide 75 pieces of uniform as needed to outfit all athletes safely and properly for their chosen sport.

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1: Transportation to Area and State Special Olympics competitions throughout the State of Florida utilizing 26 variable modes of transportation.

Successes:

Challenges:

Outcome #2: To provide approximately 20 units of adequate and safe lodging at Area and State games for Special Olympics Seminole County Athletes.

Successes:

Challenges:

Outcome #3: Provide 75 pieces of uniform as needed to outfit all athletes safely and properly for their chosen sport.

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

***PLEASE REMEMBER TO ATTACH A COPY OF YOUR AGENCY'S QUARTERLY FINANCIAL REPORT.**

**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>
Pamalin D. Byrd	31-19-31-525-0B00-0150
Jovo Djukic and Mirjana Djukic	03-21-30-520-0100-0030
Pastella Florence	18-21-30-507-0000-0860
Dion Jackson and Evonda Pierce	36-19-30-544-0000-0150
Patrick Johnson and Jervine Johnson	35-19-30-515-0000-0680
Julia Jones	01-20-30-504-0500-0250
Odessa Jones	25-19-30-5AG-080A-007A
Rosa Keitt	25-19-30-510-2400-011A
James H. London and Susie London	11-21-31-508-0300-0010
Antonio Lopez and Julia Lopez	12-21-29-5BD-6000-0370
Amos Lovett, Jr.	18-21-30-506-0B00-0051
Classie Martin	32-19-31-502-0000-00AB
Louisa Maye	11-21-31-511-0000-0090
John Mitchell and Louthenia Mitchell	20-19-30-501-0000-0680
Ruby Molden	35-19-30-517-0700-0220
Rosetta Prince	07-21-30-516-0000-0180
Adeline Tinsley and Eddie Tinsley	10-21-31-512-0000-0040
Kira Walther	21-20-32-504-0100-0080
Darlene L. Woodworth	14-20-30-501-0B00-0130
Florida Young and Lee Young	34-19-30-502-0400-0410

Total Forgiven \$ 172,745.00

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 AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated January 30, 2003 and recorded in Official Records Book 4694, Pages 1085, 1088 and 1086, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED TWENTY AND 60/100 DOLLARS (\$7,520.60) (the "Note"), dated January 30, 2003, and recorded in the Official Records Book 4694, Pages 1087 and 1089, Public Records of Seminole County, Florida, which encumbered the property located at 121 Hughes Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 15, BLOCK B, WASHINGTON OAKS, SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 86 AND 87 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property has also been described as: LOT 15, BLOCK B, WASHINGTON OAKS, SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 86 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-525-0B00-0150

(the "Property,") were made by **PAMALIN D. BYRD**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/1/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 31, 2003 and recorded in Official Records Book 4835, Pages 1914 through and including 1916, 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 January 31, 2003, and recorded in the Official Records Book 4835, Pages 1917 through and including 1919, Public Records of Seminole County, Florida, which encumbered the property located at 107 Kristi Ann Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 3, BLOCK 1, MOSS COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 84, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 03-21-30-520-0100-0030

(the "Property,") were made by **JOVO DJUKIC** and **MIRJANA DJUKIC**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/1/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated August 26, 2002 and recorded in Official Records Book 4505, Pages 1522 through and including 1524, Public Records of Seminole County, Florida, and re-recorded in Official Records Book 4638, Pages 0801 through and including 0803, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND FOUR HUNDRED FORTY-ONE AND 25/100 DOLLARS (\$9,441.25) (the "Note"), dated August 26, 2002, and recorded in the Official Records Book 4505, Pages 1525 through and including 1526, Public Records of Seminole County, Florida, and re-recorded in Official Records Book 4638, Pages 0804 through and including 0805, Public Records of Seminole County, Florida, which encumbered the property located at 1127 Merritt Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 86, WINWOOD PARK REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 30 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 18-21-30-507-0000-0860

(the "Property,") were made by **PASTELLA FLORENCE**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/7/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated January 16, 2003 and recorded in Official Records Book 4676, Pages 1608 through and including 1610, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHT THOUSAND NINE HUNDRED TWENTY-THREE AND 50/100 DOLLARS (\$8,923.50) (the "Note"), dated January 16, 2003, and recorded in the Official Records Book 4676, Pages 1611 through and including 1612, Public Records of Seminole County, Florida, which encumbered the property located at 2210 Mitch Court West, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 15, TWENTY WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 36-19-30-544-0000-0150

(the "Property,") were made by **DION JACKSON** and **EVONDA PIERCE**, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/
10/1/2008

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 September 27, 2001 and recorded in Official Records Book 4180, Page 1635, Public Records of Seminole County, Florida, and a Seminole County Emergency Home Repair Housing Program Grant Agreement dated September 27, 2001, (hereinafter the "Agreements"), which encumbered the property located at 123 Bob Thomas Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 68, ACADEMY MANOR, UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 93 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-515-0000-0680

(the "Property,") was made by **PATRICK JOHNSON** and **JERVINE JOHNSON**, 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.

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
10/1/2008

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 22, 2001 and recorded in Official Records Book 4202, Page 0328, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated October 22, 2001, (hereinafter the "Agreements"), which encumbered the property located at 2518 S. Elm Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 25, BLOCK 5, SECOND SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 30, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 01-20-30-504-0500-0250

(the "Property,") was made by **JULIA JONES**, 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
10/1/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated January 14, 2003 and recorded in Official Records Book 4674, Pages 1830 through and including 1832, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND 80/100 DOLLARS (\$8,775.80) (the "Note"), dated January 14, 2003, and recorded in the Official Records Book 4674, Pages 1833 through and including 1834, Public Records of Seminole County, Florida, which encumbered the property located at 413 E. 6th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE EAST 50 FEET OF LOT 7, BLOCK 8, TIER A, E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 56 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property has also been erroneously described as: THE EAST 50 FEET OF LOT 7, BLOCK 8, TIER A, E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 54 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 25-19-30-5AG-080A-007A

(the "Property,") were made by **ODESSA JONES**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/1/2008

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 3, 2001 and recorded in Official Records Book 4122, Page 0867, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated July 3, 2001, (hereinafter the "Agreements"), which encumbered the property located at 1019 Olive Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 75 FEET OF LOT 11, BLOCK 24, OF M.W. CLARK'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 109 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property has also been erroneously described as: THE SOUTH 75 FEET OF LOT 11, BLOCK 24, OF WM. CLARK'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF DULY RECORDED IN PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 25-19-30-510-2400-011A

(the "Property,") was made by **ROSA KEITT**, 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____.

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.

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
10/1/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated October 25, 2002 and recorded in Official Records Book 4575, Pages 0593 through and including 0595, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND SEVEN HUNDRED FORTY-SIX AND 30/100 DOLLARS (\$9,746.30) (the "Note"), dated October 25, 2002, and recorded in the Official Records Book 4575, Pages 0596 through and including 0597, Public Records of Seminole County, Florida, which encumbered the property located at 345 Chinaberry Avenue, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK 3, ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 23, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property is also described as: LOTS 1 AND 2, BLOCK 3, ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 23, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 11-21-31-508-0300-0010

(the "Property,") were made by **JAMES H LONDON** and **SUSIE LONDON**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/7/2008

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 February 9, 2001 and recorded in Official Records Book 4006, Page 0065, Public Records of Seminole County, Florida, and a Seminole County Home Emergency Repair Housing Program Grant Agreement dated February 9, 2001, (hereinafter the "Agreements"), which encumbered the property located at 449 Oakhurst Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 37, BLOCK 60, SANLANDO, PALM SPRINGS SECTION,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
3, PAGE 65 1/2 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA.

Parcel Identification Number: 12-21-29-5BD-6000-0370

(the "Property,") was made by **ANTONIO LOPEZ** and **JULIA LOPEZ**, 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.

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
10/7/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated November 25, 2002 and recorded in Official Records Book 4614, Pages 0015 through and including 0017, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 65/100 DOLLARS (\$9,871.65) (the "Note"), dated November 25, 2002, and recorded in the Official Records Book 4614, Pages 0018 through and including 0019, Public Records of Seminole County, Florida, which encumbered the property located at 928 Morse Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

PART OF LOTS 5 AND 6 DESCRIBED AS BEGINNING 25 FEET WEST OF NE CORNER OF LOT 5, RUN WEST 100 FEET, SOUTH 250 FEET, EAST 100 FEET, NORTH 250 FEET, BLOCK B, WINWOOD PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 18, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property is also erroneously described as: BEGINNING AT A POINT 36 FEET WEST OF THE NORTHEAST CORNER OF LOT 5, BLOCK B, WINWOOD PARK SUBDIVISION OF SEMINOLE COUNTY, FLORIDA. THENCE WEST 100, THENCE SOUTH 250 FEET, THENCE EAST 100 FEET, THENCE NORTH 250 FEET TO POINT OF BEGINNING.

Parcel Identification Number: 18-21-30-506-0B00-0051

(the "Property,") were made by **AMOS LOVETT, JR.**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/7/2008

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 13, 2001 and recorded in Official Records Book 4218, Page 1894, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Assistance Agreement dated November 13, 2001, (hereinafter the "Agreements"), which encumbered the property located at 1781 Burrows Lane, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 75 FEET OF THE WEST 110 FEET OF LOT A,
ROSELAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 7, PAGE 51 OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA,

Parcel Identification Number: 32-19-31-502-0000-00AB

(the "Property,") was made by **CLASSIE MARTIN**, 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
10/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING
PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 9, 2002 and recorded in Official Records Book 4282, Page 1866, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated January 9, 2002 (hereinafter the "Agreements"), which encumbered the property located at 71 Stephen Street Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 9, STEPHEN 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: 11-21-31-511-0000-0090

(the "Property,") was made by **LOUISA MAYE**, 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
10/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING
PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 5, 2002 and recorded in Official Records Book 4317, Page 0011, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 5, 2002 (hereinafter the "Agreements"), which encumbered the property located at 1211 Moton Avenue, Lake Monroe, Florida 32747, the legal description and parcel identification for which are as follows:

LOTS 68, 69, 70, AND 71, AND 1/2 OF VACATED ALLEY ADJACENT ON THE EAST, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property is also erroneously described as: LOTS 71 AND 72 OF 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: 20-19-30-501-0000-0680

(the "Property,") was made by **JOHN 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, 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.

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
10/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING
PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 31, 2002 and recorded in Official Records Book 4313, Page 1054, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated January 31, 2002 (hereinafter the "Agreements"), which encumbered the property located at 1832 Hawkins Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 22, BLOCK 7, LOCKHARTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-517-0700-0220

(the "Property,") was made by **RUBY MOLDEN**, 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
10/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated July 15, 2002 and recorded in Official Records Book 4465, Pages 0669 through and including 0671, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND TWO HUNDRED SIXTEEN AND 55/100 DOLLARS (\$5,216.55) (the "Note"), dated July 15, 2002, and recorded in the Official Records Book 4465, Pages 0672 through and including 0673, Public Records of Seminole County, Florida, which encumbered the property located at 307 Continental Court, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 18, MAGNOLIA HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 12 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 07-21-30-516-0000-0180

(the "Property,") were made by **ROSETTA PRINCE**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20_____.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated July 31, 2002 and recorded in Official Records Book 4481, Pages 1075 through and including 1077, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SIX THOUSAND NINETY-FOUR AND 35/100 DOLLARS (\$6,094.35.00) (the "Note"), dated July 31, 2002, and recorded in the Official Records Book 4481, Pages 1078 through and including 1079, Public Records of Seminole County, Florida, which encumbered the property located at 225 Avenue B, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

THE NORTH 80 FEET OF THE SOUTH 160 FEET OF THE EAST 125 FEET OF LOT 4, C.S. LEE'S FIRST ADDITION TO OVIEDO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 112 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 10-21-31-512-0000-0040

(the "Property,") were made by **ADELINE TINSLEY** and **EDDIE TINSLEY**, wife and husband, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under

current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/1/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 13, 2003 and recorded in Official Records Book 5023, Pages 0958 through and including 0961, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated August 13, 2003, and recorded in the Official Records Book 5023, Pages 0962 through and including 0964, Public Records of Seminole County, Florida, which encumbered the property located at 171 Avenue A, Geneva, Florida 32732, the legal description and parcel identification for which are as follows:

WEST 25 FEET OF LOT 8, AND ALL OF LOT 9, AND 1/2 OF THE VACATED ALLEY ADJACENT ON SOUTH BLOCK 1, GENEVA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 12 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property has also been described as: 171 A AVENUE, GENEVA, FLORIDA, PLAT OF GENEVA AS RECORDED IN PLAT BOOK 2, PAGE 12, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 21-20-32-504-0100-0080

(the "Property,") were made by **KIRA WALTHER**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/1/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated July 31, 2002 and recorded in Official Records Book 4481, Pages 1102 through and including 1104, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND NINE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$9,923.00) (the "Note"), dated July 31, 2002, and recorded in the Official Records Book 4481, Pages 1105 through and including 1106, Public Records of Seminole County, Florida, which encumbered the property located at 310 Fairmont Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 13, BLOCK B, SUNLAND ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 16 THROUGH 22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 14-20-30-501-0B00-0130

(the "Property,") were made by **DARLENE L. WOODWORTH**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/1/2008

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 13, 2001 and recorded in Official Records Book 4146, Page 1315, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated August 13, 2001 (hereinafter the "Agreements"), which encumbered the property located at 1831 Lincoln Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 41, BLOCK 4, LINCOLN HEIGHTS, SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property is also erroneously described as: LOT 34, BLOCK 4, LINCOLN HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-19-30-502-0400-0410

(the "Property,") was made by **FLORIDA YOUNG** and **LEE YOUNG**, 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.

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
10/8/2008

**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:

[Continued From 10/28/2008] 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 113 Lockwood Blvd., Oviedo; an educational facility will be located at 3280 W 1st Street in Sanford.

The Seminole County Industrial Development Authority will hold a public meeting on November 18th 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. Agreement
4. Resolution

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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. 42nd 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 113 Lockwood Blvd., Oviedo, Seminole County, Florida; and (M) an educational facility located at 3280 W 1st St., Sanford, Seminole County, Florida, particularly situated on a portion of the 60 acre tract located northwest of the intersection of Rand Yard Road and W 1st St. (aka W SR 46) with a former address listed on Narcissus Avenue; (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 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 November 18, 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 November 18, 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 18th day of November, 2008.

Attest:

, Clerk

EXHIBIT A

COPY OF ORANGE AUTHORITY RESOLUTION
[Attached]

EXHIBIT B

COPY OF NOTICE OF PUBLIC HEARING
[Attached]

EXHIBIT C

FORM OF INTERLOCAL AGREEMENT

[Attached]

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 November 18, 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. 42nd 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 113 Lockwood Blvd., Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 3280 W 1st St., Sanford, Seminole County, Florida, particularly situated on a portion of the 60 acre tract located northwest of the intersection of Rand Yard Road and W 1st St. (aka W SR 46) with a former address listed on Narcissus Avenue; (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 November 18, 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:

RESOLUTION NO. 2008-02

A RESOLUTION OF THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF AGREEMENT WITH THOMAS G. WENSKI, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA, A CORPORATION SOLE AND HIS SUCCESSORS IN OFFICE, WITH RESPECT TO THE AUTHORITY'S ISSUANCE OF ITS INDUSTRIAL DEVELOPMENT REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$65,000,000 TO FINANCE AND/OR REFINANCE CERTAIN PROJECTS INCLUDING A SOCIAL SERVICE CENTER LOCATED AT 5125 S. APOPKA-VINELAND ROAD, ORLANDO, ORANGE COUNTY, FLORIDA, AN EDUCATIONAL FACILITY LOCATED AT 801 N. HASTINGS STREET, ORLANDO, ORANGE COUNTY, FLORIDA, AN EDUCATIONAL FACILITY LOCATED AT 505 EAST RIDGEWOOD STREET, ORLANDO, ORANGE COUNTY, FLORIDA, AN EDUCATIONAL FACILITY LOCATED AT 142 E. SWOOPE AVENUE, WINTER PARK, ORANGE COUNTY FLORIDA, A SOCIAL SERVICE CENTER LOCATED AT 5655 STADIUM PARKWAY, VIERA, BREVARD COUNTY, FLORIDA, AN EDUCATIONAL FACILITY LOCATED AT 100 E. FLORIDA AVENUE, MELBOURNE, BREVARD COUNTY, FLORIDA, AN EDUCATIONAL FACILITY LOCATED AT 3060 N. HIGHWAY A1A, INDIATLANTIC, BREVARD COUNTY, FLORIDA, AN EDUCATIONAL FACILITY LOCATED AT 1320 SUNSHINE AVENUE, LEESBURG, LAKE COUNTY, FLORIDA, AN EDUCATIONAL FACILITY LOCATED AT 2600 S.W. 42ND STREET, OCALA, MARION COUNTY, FLORIDA, AN EDUCATION FACILITY LOCATED AT 210 W. LEMON STREET, LAKELAND, POLK COUNTY, FLORIDA, AN EDUCATIONAL FACILITY LOCATED AT 3110 HIGHWAY 92 EAST, LAKELAND, POLK COUNTY, FLORIDA, ONE OR MORE EDUCATIONAL FACILITIES AND/OR SOCIAL SERVICE CENTERS LOCATED AT 541 E. MITCHELL HAMMOCK ROAD, OVIEDO, SEMINOLE COUNTY, FLORIDA, AND AN EDUCATIONAL FACILITY LOCATED AT 810 S. OAK AVENUE, SANFORD, SEMINOLE COUNTY, FLORIDA; AUTHORIZING THE EXECUTION AND DELIVERY OF INTERLOCAL AGREEMENTS WITH BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, MARION COUNTY, FLORIDA, POLK COUNTY, FLORIDA, AND SEMINOLE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapter 159, Parts II and III, Florida Statutes as amended (the "Act") and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Orange County Industrial Development Authority, Orange County, Florida (the "Issuer") is an Industrial Development Authority duly created under Chapter 159, Part III, Florida Statutes, 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 Issuer may be able to promote the economic growth of the State of Florida, improve the education of its inhabitants, increase opportunities for gainful employment and otherwise contribute to the welfare of the State of Florida (the "State") and its inhabitants, and to finance the cost of such projects by the issuance of its revenue bonds and/or notes.

B. Thomas G. Wenski, Bishop of the Roman 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"), desiring to take advantage of lower rates of interest available through the use of industrial development revenue bonds, has submitted its application to the Issuer for the issuance of the Issuer's Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida Projects), Series 2008, in the aggregate principal amount of not to exceed \$65,000,000 (the "Bonds") and 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. 42nd 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, Sanford, Seminole County, Florida; (collectively, the "Project").

C. The Diocese will provide the Issuer with evidence that it has retained a properly licensed financial advisory firm with a fiduciary responsibility to the Diocese under the rules of the National Association of Securities Dealers, the Municipal Securities Rulemaking Board, the Securities and Exchange Commission and the Florida Statutes to advise the Diocese regarding

the Bonds and has requested that the Issuer indicate to the Diocese, by and through this resolution, that the Issuer is taking affirmative official action toward the issuance of the Bonds.

D. Four components of the Project, including a social service center in Orlando and three educational facilities in Winter Park and Orlando, are located in Orange County, Florida; three components of the Project, including a social service center in Viera and two educational facilities in Melbourne and Indiatlantic, are located in Brevard County, Florida; two components of the Project, consisting of educational facilities and/or social service centers in Oviedo and Sanford, are located in Seminole County, Florida; two components of the Project, consisting of educational facilities located in Lakeland, are located in Polk County, Florida; one component of the Project, consisting of an educational facility in Ocala, is located in Marion County, Florida; and one component of the Project, consisting of an educational facility in Leesburg, is located in Lake County (the aforementioned counties are individually referred to herein as a "County" and are collectively referred to herein as "Counties"). The Project is appropriate to the needs and circumstances of, will make a significant contribution to the economic growth of the Counties and the area of operation of the Issuer, will provide or preserve gainful employment, and will serve a public purpose by advancing the economic prosperity, the educational opportunities, the public health and the general welfare of the State and its people.

E. The Project will be a "Project" within the meaning of Section 159.27(5) of the Act in that, without limiting the generality of the foregoing, the Project consists of social service centers and educational facilities.

F. The Project will be owned and/or operated by the Diocese, or an affiliate or related entity thereto (collectively the "Borrower").

G. Giving due regard to the existence of a letter of credit to be issued by Wachovia Bank, National Association (the "Letter of Credit"), and other factors determinative of the financial success of the Project and the Borrower's capabilities, financial and otherwise, of fulfilling the Borrower's obligations consistent with the purpose of the Act, the Borrower is financially responsible and fully capable and willing to fulfill the Borrower's obligation to make the payments under and pursuant to the terms of the Loan Agreement (as hereinafter defined) in the amounts and at the times required thereby and its obligation to operate, repair and maintain the Project, and the Borrower is desirous of serving the purposes of the Act and is willing and capable of fully performing all other obligations and responsibilities imposed upon the Borrower by the provisions of the Loan Agreement.

H. The Counties are able to cope satisfactorily with the impact of the portion of the Project in their respective jurisdictions, and are able to provide, or 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 such respective County.

I. Each County will, as a condition precedent to issuance of the Bonds, (i) find that it 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 such respective County; (ii) properly publish a notice of public hearing regarding the issuance of the Bonds, duly authorize and approve the issuance of the Bonds for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, and (iii) and with the exception of Orange County, execute and deliver an Interlocal Agreement (as defined below).

J. Adequate provision will be made under the terms of the proposed Loan Agreement for the operation, repair and maintenance of the Project at the expense of the Borrower, and for the payment of the principal of and premium, if any, and interest on the Bonds.

K. The Bonds will be issued under a Trust Indenture to be entered into by and between the Issuer and the trustee which, with the consent of the Issuer, will be chosen by the Diocese (together with its duly designated successor, if any, collectively, the "Trustee"). The Bonds will mature and have such other provisions as set forth in the term sheet included as part of the Diocese's application previously submitted to the Issuer. The proceeds of the Bonds will be used (i) to pay all or any part of the cost of issuance of the Bonds; (ii) to finance and/or refinance the costs of acquisition, construction or renovation and equipping of the Project; and (iii) to pay any other "cost" (as defined in the Act) of the Project. The Issuer will loan the proceeds of the Bonds to the Borrower, pursuant to the Loan Agreement between the Issuer and the Borrower (the "Loan Agreement"), which will require repayment thereof in installments sufficient to pay the principal of, premium (if any), interest on and other costs due pursuant to the Bonds when and as the same may become due.

L. Neither the Issuer, nor the State, nor any County or any other political subdivision of the State shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto, and all payments required on the Bonds shall be payable solely from the payments to be made by the Borrower under the Loan Agreement and from drawings under the Letter of Credit. The Issuer shall never be required to (i) levy ad valorem taxes on any property within its area of operation to pay the principal of and premium, if any, and interest on the Bonds or to make any other payments provided for under the Loan Agreement, or (ii) pay the same from any funds of the Issuer other than those derived by the Issuer under the Loan Agreement or the Letter of Credit; and the Bonds shall not constitute a lien upon any property owned by or situated within a County and/or the area of operation of the Issuer except the Project and any other property that may be pledged as security therefor by the Borrower, in the manner provided in the Loan Agreement. Neither the full faith and credit of the Issuer nor the full faith and credit or taxing power of the State, a County or any other political subdivision of the State is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are limited special obligations of the Issuer. No member or officer of the Issuer will be subject to any personal liability by reason of the issuance of the Bonds.

M. The payments required to be made by the Borrower to the Trustee under the Loan Agreement will be sufficient to pay all principal of and interest on and premium, if any, for the Bonds as the same shall become due, and to make all other payments required in connection with

the Bonds. Payment of the principal of and interest on the Bonds will also be secured by the Letter of Credit.

N. The costs to be paid from the proceeds of the Bonds will be "costs" of a project within the meaning of the Act.

O. It is necessary and desirable and in the best interest of the Issuer and the Diocese that the Issuer and the Diocese enter into the Memorandum of Agreement (as defined below), providing for the performance by the Diocese of the functions described therein; and providing among other things for the issuance and sale by the Issuer of the Bonds; for the use and application of the proceeds of the issuance and sale of the Bonds to pay all or any part of the "cost" (as defined in the Act) of the Project, to the extent of such proceeds; and for the entering into the Loan Agreement by the Issuer and the Borrower requiring the Borrower to pay installments sufficient to pay all of the interest, principal, redemption premiums (if any) and other costs due under and pursuant to the Bonds when and as the same become due and payable, to operate, repair and maintain the Project at the Borrower's own expense, and to pay all other costs incurred by the Issuer in connection with the financing and administration of the Project which are not paid out of the Bond proceeds or otherwise.

P. It is necessary and desirable and in the best interest of the Issuer and the Diocese that the Issuer and each County other than Orange County (the "Interlocal Counties") enter into an Interlocal Agreement (as defined below) in order to provide for the financing by the Issuer of those portions of the Project located in the jurisdiction of the respective Interlocal Counties.

Q. Prior to issuance of the Bonds, the Issuer will receive an opinion of Broad and Cassel, or such other nationally recognized bond counsel selected by the Diocese and approved by the Issuer, which approval shall not unreasonably be withheld, to the effect that the Bonds will be validly issued and that the interest on the Bonds will, under existing laws of the United States, be excluded from gross income of the holder or holders thereof for federal tax purposes.

SECTION 3. APPROVAL AND AUTHORIZATION OF EXECUTION AND DELIVERY OF MEMORANDUM OF AGREEMENT. The Memorandum of Agreement between the Diocese and the Issuer in substantially the form attached to this Resolution as Exhibit A 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 the Issuer, such approval to be conclusively evidenced by their execution thereof (the "Memorandum of Agreement"), shall be, and hereby is, authorized and approved on behalf of the Issuer.

The Chairman or Vice Chairman of the Issuer shall be and hereby is authorized to execute, and the Secretary or Assistant Secretary of the Issuer shall be and hereby is authorized to attest, the Memorandum of Agreement. Such officers and all other proper officers, commissioners, directors, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute such further agreements and take such further actions as shall be necessary to carry out the intent and purposes expressed in the Memorandum of Agreement, which shall become binding on both the Issuer and the Diocese upon its execution and delivery by the officers of the Issuer and by the Diocese, and are further

authorized to take such other steps and actions as may be required and necessary in order to issue such Bonds.

SECTION 4. APPROVAL AND AUTHORIZATION OF EXECUTION AND DELIVERY OF INTERLOCAL AGREEMENTS. The Interlocal Agreements between the Issuer and each Interlocal County in substantially the form attached to this Resolution as Exhibit B-1, B-2, B-3, B-4 and B-5 respectively, 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 the Issuer, such approval to be conclusively evidenced by their execution thereof (the "Interlocal Agreements"), shall be, and hereby are, authorized and approved on behalf of the Issuer.

The Issuer hereby authorizes and directs the Chairman or the Vice Chairman to execute, and the Secretary or Assistant Secretary to attest under the seal of the Issuer, the Interlocal Agreements and to deliver the Interlocal Agreements to the respective Interlocal Counties, all of the provisions of which, when executed and delivered by the Issuer as authorized herein and by the respective Interlocal Counties, shall be a part of this instrument as fully and to the same extent as if incorporated verbatim herein.

SECTION 5. EFFECT OF RESOLUTION. This Resolution is being adopted on the same date which a public hearing has been held by the Authority, at which meeting the residents of Orange County, Florida have been afforded the opportunity to comment on the issuance of the Bonds and the financing of the Project. Reasonable public notice of such hearing was published in *The Orlando Sentinel*, a newspaper of general circulation available to residents of Orange County, Florida and is attached to this Resolution as Exhibit C.

SECTION 6. REPEALING CLAUSE. All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflict, are hereby superseded and repealed.

[NO FURTHER TEXT THIS PAGE]

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Mr. Menard who moved its adoption. The motion was seconded by Ms. S. Dunlap and, upon being put to a vote, the vote was as follows:

Voting in favor: Mr. Menard, Ms. Dunlap, Ms. Dole

Voting against: _____

Abstained: Mr. Waldrip

Absent: _____

The Chairman then declared the resolution to be duly passed and adopted on this 16th day of September, 2008.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(OFFICIAL SEAL)

Gene Edwards Dole
Gene Edwards, Chairman
Dole

Attest:

Amy Cullen Murford
Amy Murford, Secretary

Adopted: September 16, 2008

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.

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. 42nd 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 113 Lockwood Blvd., Oviedo, Seminole County, Florida; and (M) an educational facility located at 3280 W 1st St., Sanford, Seminole County, Florida, particularly situated on a portion of the 60 acre tract located northwest of the intersection of Rand Yard Road and W 1st St. (aka W SR 46) with a former address listed on Narcissus Avenue; (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 November 3, 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) objected 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 18th day of November, 2008.

Attest:

, Clerk

EXHIBIT A

COPY OF ORANGE AUTHORITY RESOLUTION

[Attached]

EXHIBIT B

COPY OF NOTICE OF PUBLIC HEARING
[Attached]

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Central Florida Sports Commission Contract Renewal

DEPARTMENT: Economic Development

DIVISION: Tourism Development

AUTHORIZED BY: William McDermott

CONTACT: Shani Beach

EXT: 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement between Seminole County and The Central Florida Sports Commission (CFSC) for the purpose of attracting sporting events to Seminole County, at a fixed fee of \$115,817.00 per year for three years.

County-wide

William McDermott

BACKGROUND:

The Central Florida Sports Commission has been Seminole County's regional sports organization since 1994, attracting numerous sporting events and visitors to our area. From 2006 - 2008 the CFSC hosted 57 events in Seminole County generating an economic impact of \$13.9 million. Sporting events are an essential part of Seminole County Tourism, and through our partnership with the Sports Commission we will be working aggressively to attract additional sporting events to Seminole County. At its September meeting the TDC voted unanimously to renew the Central Florida Sports Commission contract for a period of three years at the current level \$115,817 per year with no increase.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement between Seminole County and The Central Florida Sports Commission (CFSC) for the purpose of attracting sporting events to Seminole County, at a fixed fee of \$115,817.00 per year for three years.

ATTACHMENTS:

- 1. Agreement
- 2. Scope of Services

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> Budget Review (Lisa Spriggs, Ryan Switzer)</p> <p><input type="checkbox"/> County Attorney Review (Ann Colby)</p>

TOURISM SPORTS MARKETING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **THE CENTRAL FLORIDA SPORTS COMMISSION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 126 E. Lucerne Circle, Orlando, Florida 32801, hereinafter called "CFSC", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a consultant to provide sports marketing services in Seminole County; and

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

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

SECTION 1. SERVICES. COUNTY does hereby retain CFSC to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A.

SECTION 2. FIXED FEE COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CFSC for the professional services called for under this Agreement a fixed fee in the amount of ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$115,817.00) per year. CFSC shall perform all work required by the Scope of Services, but in no event shall CFSC be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to CFSC when requested as work progresses for services furnished, but not more than once quarterly.

CFSC may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CFSC's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CFSC the approved amount.

SECTION 3. BILLING AND PAYMENT.

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

(1) The name and address of CFSC;

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

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

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

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

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

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

Seminole County Tourism Development Division
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

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

SECTION 4. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of CFSC after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CFSC and COUNTY subsequent to the close of the final fiscal period in which the

last work is performed. Total compensation to CFSC may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CFSC. Conduct of this audit shall not delay final payment as required by Section 4(b).

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

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

SECTION 5. RESPONSIBILITY OF CFSC.

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

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

SECTION 6. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for three (3) years.

SECTION 7. TERMINATION.

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

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

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

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

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

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

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

SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT. CFSC agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. SUBCONSULTANTS. In the event CFSC, during the course of the work under this Agreement, requires the services of any sub-consultants or other professional associates in connection with service covered by this Agreement, CFSC must secure the prior written approval of COUNTY. If sub-consultants or other professional associates are required in connection with the services covered by this Agreement, CFSC shall remain fully responsible for the services of sub-consultants or other professional associates.

SECTION 12. INDEMNIFICATION OF COUNTY. CFSC agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from,  allegedly arising from, or related to the provision of services hereunder by CFSC whether caused by CFSC or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 13. INSURANCE.

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

(1) CFSC shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Property Damage). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide

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

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

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

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

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

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

authorized as a group self-insurer by Section 440.57, Florida Statutes.

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

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

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

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

(A) CFSC's insurance shall cover CFSC for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CFSC will

also be responsible for procuring proper proof of coverage from its sub-consultants of every tier for liability which is a result of a Workers' Compensation injury to the sub-consultant's employees. The minimum required limits to be provided by both CFSC and its sub-consultants are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

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

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

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

(2) Commercial General Liability.

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

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

LIMITS

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

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

(4) Property Damage Insurance. CFSC shall carry liability limits in an amount not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for property damage on account of any one claim and in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for property damages on account of any one occurrence.

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



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

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

SECTION 14. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 15. REPRESENTATIVE OF COUNTY AND CFSC.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CFSC, shall designate in writing and shall advise CFSC in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit

instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 16. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.



SECTION 17. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 18. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CFSC, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CFSC is to be and shall remain an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 19. EMPLOYEE STATUS. Persons employed by CFSC in the performance of services and functions pursuant to this Agreement shall

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

SECTION 20. SERVICES NOT PROVIDED FOR. No claim for services furnished by CFSC not specifically provided for herein shall be honored by COUNTY.

SECTION 21. PUBLIC RECORDS LAW. CFSC acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CFSC acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 22. NOTICES.  Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Tourism Development Division
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For CFSC:

Central Florida Sports Commission, Inc.
126 E. Lucerne Circle
Orlando, Florida 32801

SECTION 23. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CFSC 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 CFSC.

SECTION 25. CONFLICT OF INTEREST.

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

(b) CFSC 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 CFSC 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, CFSC 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.

(Signature Page Follows)

CENTRAL FLORIDA SPORTS COMMISSION

SCOPE OF SERVICES

1. Meet with designated County staff on a monthly or bi-monthly basis to discuss and review the CFSC's efforts to pursue local, regional, state, national and international sports events, conventions and sports-related businesses for the purpose of assisting the County in developing programs and promotions that will increase the tourist development tax collection in Seminole County. In addition, these meetings will serve as an opportunity for the CFSC and designated County staff to coordinate all event marketing and bid details and to review all logistics and details of event delivery to include facility and operational requirements as described within bid proposals. This would also include meetings prior to and following each event with representatives from Tourism and Leisure Services to review logistics and specific deliverables associated with the event.
2. Secure private funding, both cash and in-kind, to support the CFSC's regional efforts to include Seminole County sports events.
3. On an annualized basis provide the County with an updated inventory of sports venues and facilities in Seminole County and the CFSC's efforts to market those venues for potential events.
4. Prepare and submit bids to local, regional, state, national and international organizations to obtain a minimum of five (5) events for Seminole County publicly owned venues or other venues within the County, which are projected to generate tourist tax revenues.
5. Manage a minimum of one (1) created event annually in partnership with the Seminole County Leisure Services Department and/or other local sports organizations that will generate tourist tax dollars.
6. Assist sports organizations that wish to hold events in Seminole County to obtain tourist development tax funding for the promotion and advertising of the event. CFSC, however, is not the sole conduit through which these sports organizations may apply for said funds.
7. Maintain memberships in local, regional, state and national organizations and attend appropriate sports trade shows as requested by the Seminole County Tourism Director and mutually agreed upon by the CFSC, at the CFSC's sole cost, and make efforts through those memberships and contacts to enhance Seminole County's presence in sports activities. Cost associated with attendance of above mentioned trade shows to be agreed upon in advance by CFSC and Seminole County Tourism Director.

8. Provide a written monthly report to the Seminole County Tourism Development Director and to the Seminole County Tourist Development Council documenting the CFSC's efforts to secure sports events for Seminole County. In addition, at the request of Seminole County, the CFSC will provide a briefing of contract details between the CFSC and any entity concerning use of any County owned venues to both the Seminole County Tourism Development Director and/or Seminole County Director of Leisure Services.
9. Assist Seminole County as necessary in its efforts to upgrade and build public sports venues.
10. When appropriate, solicit regional, state, national and international sports-related businesses to relocate to Seminole County and assist such businesses in their relocation efforts.
11. Submit to the County, in addition to reports previously mentioned, quarterly financial statements, an annual audit and such other reports and documentation as may be requested from time to time by the Seminole County Tourism Development Director.
12. Include Seminole County as an event / activity co-sponsor and / or host on all bid and marketing materials. Make available to the CVB any photos of events that have been taken by the CFSC for possible use in CVB materials. Any printed materials that pertain to the marketing of Seminole County facilities must be approved by the CVB prior to the printing.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution Updating the Seminole County Administrative Code for Water, Sewer and Reclaimed Water Utility Service Rates

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Bob Briggs

EXT: 2148

MOTION/RECOMMENDATION:

Adopt a Resolution reflecting utility rates as amended for indexing as approved September 12, 2006.

County-wide

Bob Briggs

BACKGROUND:

The attached Resolution reflects utility rate adjustments for indexing as previously approved by the BCC on September 12, 2006, and as adopted in the current fiscal year budget. The adjustments are effective for utility services provided and connection fee payments made beginning January 1, 2009.

The Resolution also reflects water and sewer rate reductions to customers of the former Florida Water Services (FWS). This decrease component varies by former certificated service area, but is anticipated to result in equalized rates of the FWS to County rates by 2011.

Adoption of this Resolution allows for formal update of the County's Administrative Code Section 20.45.

STAFF RECOMMENDATION:

Staff recommends adoption of the Resolution.

ATTACHMENTS:

1. Resolution
2. Administrative Code Section 20.

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

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

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

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

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

WHEREAS, sections C(3) and (4) of the Introduction of the County's Administrative Code establish broad authority for the Board of County Commissioners (the "Board") to approve by resolution all rules, policies and procedures and subsequent amendments or additions relative to said Administrative Code; and

WHEREAS, Section 20.45 of the Administrative Code provides that the Board of County Commissioners has the right to set rates, fees, and other charges for services furnished by the Seminole County Water and Wastewater System ("Systems") that are just and equitable to all classes of consumers served and properties benefited by the Systems, and to reasonably recover the costs of servicing the various classes of consumers and properties benefited thereby; and

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

1. The above recitals are incorporated herein by reference and form an integral part of this Resolution.

2. Administrative Code section 20.45 is hereby amended as set forth in the Appendix attached hereto and incorporated herein.

3. This Resolution shall take effect on January 1, 2009.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

Attachment
Section 20.45 "Water and Sewer Connection Fees and User Charges"



SECTION 20. FEE RESOLUTIONS

20.45 WATER AND SEWER CONNECTION FEES AND USER CHARGES

A. PURPOSE. To set rates, fees, and other charges for services furnished by the Seminole County Water and Wastewater System ("Systems") that are just and equitable to all classes of consumers served and properties benefited by the Systems, and to reasonably recover the costs of serving the various classes of consumers and properties benefited thereby.

B. CONNECTION FEES AND GENERAL CONDITIONS. Connection fees for water and wastewater service are established based upon the estimated amount of water usage and wastewater flow generated by a development on an average daily basis as computed for a one (1) year period as proposed by the consumer and agreed to by the Department of Environmental Services ("Department") in accordance with Water and Wastewater Service Capacity Guidelines set forth in Exhibit "A," attached hereto and incorporated herein. Connection fees for water and wastewater service shall not be waived for any reason or condition; provided, however, that no connection fees shall be assessed for the construction, alteration or expansion of a private school or public school. For the purpose of assessment of fees and charges, "Applicant" shall be defined as any consumer requesting service, including, but not limited to, developers and contractors.

C. WATER SERVICE CONNECTION FEES. The water connection fee is a one time charge for water predicated on the costs of treatment, transmission, plant capacity, and associated capital costs. Water service connection fees shall be computed based upon estimated average daily consumption utilizing the capacity factors as approved by the Department and outlined in Exhibit "A". The minimum amount of purchase shall be one (1) equivalent residential connection (ERC). The fee shall be ~~\$2.92~~ \$3.01 per gallon. If water service is to be provided from an entity other than the County, the County may require a fee in addition to the water service connection fees to recoup the actual cost of the service provided by the other entity.

D. WASTEWATER SERVICE CONNECTION FEES. The wastewater service connection fee is a one time charge for wastewater predicated on the costs of treatment plant capacity, effluent disposal systems, and associated capital costs. Wastewater connection fees shall be computed based upon estimated average daily flows utilizing the capacity factors as approved by the Department and outlined in Exhibit "A". The minimum amount of purchase shall be one (1) ERC. This is equivalent to the capacity requirements of a standard single family residence. The fee shall be ~~\$7.24~~ \$7.43 per gallon. If service is to be provided from an entity other than the County, the County may require a fee in addition to the wastewater connection fees to recoup the actual cost of the service provided by the other entity.

E. PAYMENT OF FEES. An Applicant may apply to the Department to purchase water service capacity, wastewater capacity, or both. Based upon the amount of water and



wastewater service demand estimated by the Applicant and agreed to by the Department, the Department shall allocate water service capacity, wastewater service capacity, or both, and reserve capacity to the Applicant pursuant to a Conditional Utility Agreement for Water or Sewer Service between the parties. The Applicant shall pay a connection fee for said allocation within two (2) years of final plan approval or building permit issuance, whichever occurs first, with regard to all other development; provided, however, that the applicant may opt to defer payment until the Building Department either authorizes an inspection for electrical power or approves final electrical power, whichever occurs first. Additional connection fees may be assessed in accordance with the terms and conditions of the Rate Ordinance.

F. INDUSTRIAL WASTEWATER DISCHARGE PERMIT FEES. Some industrial users may be required to obtain a permit pursuant to Seminole County Code, Chapter 270, Part 8, Seminole County Wastewater System User Rules ("Industrial Pretreatment"). Such users shall apply for a permit and pay a permit fee according to the schedule set forth in Exhibit "B," attached hereto and incorporated herein.

G. WATER SERVICE INSTALLATION CHARGES.

(1) Potable and Non-Potable Service Connections for Single Family Residential Service.

(a) There shall be a charge collected in advance from each Applicant requiring a potable service connection from the County associated with the installation of a water meter and connection from the County associated with the installation of a water meter and connection (service tap) to the County Water System. The installation charges shall be in addition to the Water Connection Fees and the established monthly charges for service. If the service tap has already been installed by an entity other than the County, and subsequently dedicated to and accepted by the County, the Applicant shall be charged only the meter installation charge. If the service tap is to be or has been installed by the County prior to the installation of the meter, the Applicant shall be charged for the service tap. If the Applicant performs the installation of the meter assembly, meter service box, backflow prevention device, and keyed curb stop for connection up to and including one inch (1"), the Applicant may purchase the materials from the County. For installation greater than one inch (1"), the Applicant shall be billed for the actual cost of the materials, as determined by the County. The water service installation and other charges are outlined in Exhibit "B".

(b) For County installed connections requiring installation of a meter and backflow prevention devices of one inch (1") or less, the charges for installation or connection to the County Water System can be increased when any size connection or meter and backflow prevention device installation requires larger than typical service lines, or service connections require the crossing of streets, roads, easements, or highways, or it has been determined by the Department that the cost of installation is extraordinary or not typical in nature. The County shall base the increased charges on the additional construction costs incurred or determined on the basis of additional cost



of materials, inspection, and overhead required to perform the installation. A County installed connection shall be defined as those requests for connection from an Applicant for the purpose of providing water service to a single residence.

(c) For connections requiring an installation of a meter size greater than two inches (2") the charges for installation or connection to the County Water System shall be based on the actual cost of materials, labor, and overhead, as determined by the Department. The Applicant requesting the installation and connection shall pay an estimated charge for the connection of service as required by the Applicant and shall be charged or refunded an amount equal to the difference between the actual cost of the installation and the estimated charge. An Applicant may elect to purchase the meter elsewhere if the required meter size exceeds two inches (2"); provided, however, that such meter must be approved by the Department prior to installation. The Applicant shall be responsible for separately purchasing an approved backflow prevention device for pipe diameters larger than one inch (1").

(d) The charge for separate irrigation meters shall be determined based upon the location of the property provided the service. The costs of meter installation shall include, but not be limited to, the meter set fee, materials, labor, and other expenses incurred for installation of the meter. An Applicant for irrigation meter(s) shall be responsible for the purchase and installation of approved backflow prevention devices as approved by the department.

(2) Potable and Non-Potable Connections for Commercial Service.

(a) Each Applicant shall be responsible for the design, permitting, construction, and inspection of the service connection, including, but not limited to, the water main tap, service line, valves, corporation stop, meter, meter box, curb stop, and backflow prevention assembly by a plumber or certified underground utilities contractor and any construction requiring street, road, or highway crossing. Connections to the County's potable or reclaimed Water Systems or any construction within County easements, property, or rights-of-way shall be performed by properly licensed and qualified individuals or contractors as determined by the County.

(b) A site plan, including details, shall be submitted to the Development Review Division of the Planning Department for approval prior to application for service. The site plan shall include a site location map and show the location of the proposed connection point, the property line, tap size, service line size, meter size, backflow prevention assembly size and type, meter set location, and any other information requested by the Department to facilitate review and approval. The details and materials of construction shall conform to applicable Seminole County Water and Wastewater standards.

(c) Irrigation meters, including reclaimed water irrigation meters, shall be installed by the Applicant at the Applicant's expense utilizing the criteria set forth in Sections 6(b)(1) and (2) above by a plumber or certified underground utilities inspector.



H. METER TESTING. Meter testing shall be performed at the Applicant's request in accordance with the following guidelines:

(1) Meter Test Request. When an Applicant requests a field test of the water meter requiring a field visit to the Applicant's service location, the County shall apply a charge to defray the cost of testing in accordance with Exhibit "B".

(2) The charge shall be retained by the County if the test shows that the meter registers within the acceptable accuracy limits as established by the Department. If the meter is determined by the County to register above the acceptable accuracy limits, the meter test field service charge shall be refunded, an adjustment made to the bill for the proper amount of water consumption, and the meter replaced by the County at no charge to the Applicant.

(3) For a test of meters not performed as a field service visit, the County shall charge for the test based upon actual costs incurred as determined by the Department.

I. DEPOSITS FOR WATER SERVICE, RECLAIMED WATER SERVICE AND WASTEWATER SERVICE.

(1) An Applicant shall pay an initial deposit prior to the initiation of water service, reclaimed water service, or wastewater service for each equivalent residential unit to be serviced as set forth in Exhibit "B".

(2) Applicants such as building contractors using fire hydrants as a water supply shall pay an initial deposit for utilization of the temporary hydrant meter prior to initiation of service as outlined in Exhibit "B".

(3) Customers with good payment history accounts for the previous twelve (12) month period shall be entitled to a refund of deposits. For purposes of this Section, a "good payment history" shall be defined as an account with:

- (a) no disconnections for non-payment;
- (b) no non-sufficient funds checks charged to the account; or
- (c) no delinquent payment notices.

(4) Customers whose accounts have been disconnected for non-payment three (3) or more times, or have issued to the Department two (2) or more non-sufficient fund checks within a twelve (12) month period, shall pay an additional deposit as set forth in Exhibit "B" prior to restoration of service.



J. INITIATION AND SERVICE CHARGES FOR WATER SERVICE, RECLAIMED WATER SERVICE AND WASTEWATER SERVICE.

(1) An Applicant shall be charged to initiate utility service at a new location or to reestablish utility service at an existing location. These charges shall appear on the first bill for utility service. The reestablishment of utility service at an existing location does not include the turn on of an account ordered discontinued because of non-payment of amounts due. The initiation of service charge shall be in accordance with the schedule of fees shown on Exhibit "B".

(2) At the request of the Applicant, a turn on or turn off service charge applicable to active accounts shall be charged prior to the initiation or discontinuation of service on a temporary or seasonal basis. The fees for these services shall be in accordance with Exhibit "B".

(3) When service is discontinued by the Department because of non-payment of amounts due, the County shall charge a service disconnection charge to reconnect the discontinued service as set forth in Exhibit "B". The charges for the reestablishment of service shall be paid by the Applicant prior to initiation of service.

K. WATER SERVICE CHARGES.

(1) Customers shall pay a monthly water service charge in addition to a volumetric rate based on metered water consumption for such service as set forth in Exhibit "B".

(2) Homebuilders and contractors shall pay a monthly capacity reservation charge per ERC in accordance with Exhibit "B" for construction water service capacity upon issuance of a building permit until such time as the account shall be transferred to a customer or tenant.

(3) Homebuilders and contractors using fire hydrants as a water supply shall meter the consumption pursuant to County requirements and pay a volumetric service charge as set forth in Exhibit "B". A meter and backflow preventor assembly device shall be provided by the County upon application for hydrant service and payment of the temporary hydrant meter deposit. Deposits shall be refunded if the meter and backflow assembly device are returned undamaged and in good condition.

(4) Commercial private fire lines shall incur a monthly service charge associated with the cost of providing back-up facilities in the Water System.

(5) An Applicant who reserves water service capacity shall incur a monthly service charge per ERC. Such charge shall be assessed for each remaining unit or ERC not transferred to a resident or tenant within twenty-four (24) months from the date that infrastructure is accepted by the County or the date of final inspection with regard to private systems.



(6) Wholesale water fees shall be based upon metered consumption and the wholesale water rate in accordance with Exhibit "B".

(7) In the event the County adopts a resolution pursuant to Part 5, Chapter 270, Seminole County Code or its successor, declaring a water shortage by the St. Johns River Water Management District or regulating water supplies or conservation programs as deemed necessary, a surcharge as set forth in Exhibit "B" shall apply to the schedule of water service charges for residential units. Accordingly, multi-family units, apartments, condominiums, motels, hotels, and any and all other dwelling units, per unit, and commercial users shall be charged by the County pursuant to Exhibit "B" for consumption over ten thousand (10,000) gallons per month or any fraction thereof.

L. Wastewater Service Charges.

(1) Customers shall pay a monthly wastewater service charge in addition to a volumetric rate based upon metered meter consumption and costs for such services as set forth in Exhibit "B". In the event of no consumption, the minimum bill for wastewater service shall be charged.

(2) Volumetric charges for sewage treatment shall be based on water consumption. Volumetric wastewater service charges shall not be assessed for residential units for water consumption in excess of fifteen thousand (15,000) gallons per month per ERC.

(3) Homebuilders and contractors shall pay a monthly capacity reservation charge per ERC for wastewater service capacity upon issuance of a building permit until such time as the account shall be transferred to a customer or tenant.

(4) An applicant who reserves wastewater service capacity shall incur a monthly service charge per ERC. Such charges shall be assessed for each remaining unit or ERC not transferred to a customer or tenant within twenty-four (24) months from the date that infrastructure is accepted by the County or the date of final inspection with regard to private systems.

(5) Wholesale wastewater treatment fees shall be based on metered wastewater flow and the wholesale wastewater rate in accordance with Exhibit "B".

M. RECLAIMED WATER CHARGES. The reclaimed water charges are established at the rates set forth in Exhibit "B". The volumetric rate shall be based upon metered consumption. Residential customers shall pay a monthly reclaimed water service charge.

N. RECONNECTION CHARGES. If a bill for water, wastewater, or reclaimed water service remains unpaid after thirty (30) days, service may be disconnected by the Department, and the customer whose bill is past due shall not have service reconnected



until all charges are paid in addition to applicable reconnection fees as set forth in Exhibit "B".

O. SURCHARGE FOR HIGH-STRENGTH WASTEWATER. A surcharge shall be charged for disposal of wastewater with an abnormally high biochemical oxygen demand (BOD), total suspended solids (TSS), or other parameters as established by the Industrial Pretreatment Ordinance in accordance with Exhibit "B".

P. INDUSTRIAL PRETREATMENT FINES AND PENALTIES. Industrial users in violation of the Industrial Pretreatment Ordinance shall be subject to fines or penalties as set forth in Exhibit "B".

Q. UNAUTHORIZED METER TURN ON CHARGE. Unauthorized customers who restore water service previously discontinued by the County shall pay a fee in accordance with Exhibit "B". Service shall not be restored until all outstanding fees and charges are paid to the County.

R. OTHER REIMBURSABLE EXPENSES. In cases where customers request County utility personnel to perform specific utility services not the obligation of the County to perform, a fee shall be charged to recover those costs incurred by the County in performing such services. The fees for such specific services are reflected in Exhibit "B".

S. RETURNED CHECKS. A service charge shall be charged for a check returned for non-sufficient funds in accordance with Exhibit "B".

T. AUTHORITY. Approved by the BCC April 14, 1992
Resolution 2004-R-116 adopted June 8, 2004
Resolution 2006-R-73 adopted March 28, 2006
Resolution 2006-R-260 adopted December 12, 2006
Resolution 2007-R-199 adopted November 13, 2007



EXHIBIT "A"

SEMINOLE COUNTY WATER AND WASTEWATER SERVICE CAPACITY GUIDELINES

A. Water Meter Sizes And Erc Factor

<u>Meter Sizes</u>	<u>ERC Factor</u>
3/4"	1
1"	3
1 1/2"	5
2"	8
3"	17
4"	30
6"	63
8"	80

B. Capacity Factors

<u>Establishment</u>	<u>Unit</u>	<u>Water gpd</u>	<u>Wastewater gpd</u>
<u>Residential</u>			
Single Family	Dwelling Unit	350	300
Multi-Family (1-2 bedrooms)	Dwelling Unit	275	250
Multi-Family (3+ bedrooms)	Dwelling Unit	335	300
Mobile Homes (1-2 bedrooms)	Dwelling Unit	275	250
Mobile Homes (3+ bedrooms)	Dwelling Unit	335	300

Note: The above water consumption on multi-family units includes installation of irrigation meters. Multi-family units without irrigation meters will be assessed a higher usage to be determined by the Director.

Commercial

Barber Shop	Per Chair	100	100
Bowling Alley	Per Chair	100	100

Food Services

Restaurant	Per Seat	30	30
Restaurant (24 hour)	Per Seat	50	50
Restaurant (Fast Food)	Per Seat	25	25
Bar/Cocktail Lounge	Per Seat	30	30



SEMINOLE COUNTY ADMINISTRATIVE CODE

Hotel/Motel

(without food services)	Per Bed	100	100
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Laundry

Self service	Per Machine	400	400
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Establishment

Unit

**Water
gpd**

**Wastewater
gpd**

Office Buildings/Shopping Centers

(without food service)	Per Sq. Ft.	.1	.1
------------------------	-------------	----	----

Stores

(without food service)

Private Toilet	Per Employee	20	20
Public Toilet	Per Toilet Room	400	400

Service Station

Per Bay	300	300
Per Wash Bay	960	960
Per Toilet Room	300	300

Theater

Per Seat	5	5
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Dentist

Per Dentist	250	250
Per Wet Chair	100	100

Doctor Office

Per Doctor	250	250
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Hospital

Per Bed	50	50
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Schools

Day Type	Per Student	15	15
Boarding	Per Student	75	75



EXHIBIT "B"

SEMINOLE COUNTY WATER AND WASTEWATER SERVICE CHARGES

I. Schedule of Potable Water Service Charges

(A) (1) Basic Service Charges

Single Family	\$ 8.76 <u>9.03</u> per unit or ERC
Commercial	8.76 <u>9.03</u> per unit or ERC
Irrigation	8.76 <u>9.03</u> per unit or ERC
Multi-Family (Master Metered)	6.87 <u>7.08</u> per unit or ERC
Apple Valley	\$ 8.34 <u>\$9.03</u> per unit or ERC
Dol Ray Manor	44.35 <u>13.35</u> per unit or ERC
Druid Hills, Lake	
Harriet, Meredith Manor	9.61 per unit or ERC
Fern Park	40.10 <u>9.98</u> per unit or ERC
Lake Brantley	46.48 <u>15.25</u> per unit or ERC

(2) Volumetric-Single Family, Commercial (to be applied on a per ERC basis), Multi-Family (gallons)

0 – 10,000	\$ 0.73 <u>0.76</u> per 1,000 gallons
10,001 – 15,000	1.24 <u>1.25</u> per 1,000 gallons
15,001 – 20,000	2.24 <u>2.28</u> per 1,000 gallons
20,001 – 30,000	3.57 <u>3.68</u> per 1,000 gallons
30,001 – 50,000	5.13 <u>5.29</u> per 1,000 gallons
50,000 – over	6.97 <u>7.18</u> per 1,000 gallons
Apple Valley	\$ 4.40 <u>1.29</u> per 1,000 gallons
Dol Ray Manor	2.19 <u>2.05</u> per 1,000 gallons
Druid Hills, Lake	
Harriett, Meredith Manor	4.76 <u>1.65</u> per 1,000 gallons
Fern Park	2.33 <u>2.15</u> per 1,000 gallons
Lake Brantley	2.73 <u>2.55</u> per 1,000 gallons

(3) Volumetric – Irrigation (gallons)

0 – 10,000	\$ 1.24 <u>1.25</u> per 1,000 gallons
10,001 – 20,000	2.24 <u>2.28</u> per 1,000 gallons
20,001 – 30,000	3.57 <u>3.68</u> per 1,000 gallons
30,001 – 50,000	5.13 <u>5.29</u> per 1,000 gallons
50,000 – over	6.97 <u>7.18</u> per 1,000 gallons



SEMINOLE COUNTY ADMINISTRATIVE CODE

- (B) Homebuilders and Contractors \$ ~~9.64~~ 9.93/ERC per month
- (C) Fire Hydrants
Basic Service Charge \$~~54.39~~ 56.03 per month
Volumetric (gallons) 4.17 1.21 per 1,000 gallons
- (D) Private Commercial Fire Lines \$ ~~3.76~~ 3.89 per month
- (E) Reserved Water Capacity
Monthly Service Charge \$ ~~9.64~~ 9.93/ERC per month
Homebuilders and Contractors ~~9.64~~ 9.93/ERC per month
- (F) Wholesale Water \$ ~~4.17~~ 1.21/1,000 gallons
- (G) Water Shortage Surcharge

<u>Consumption (gallons)</u>	<u>Surcharge</u>
10,001 – 15,000	\$ 4.21 <u>1.25</u> per 1,000 gallons
15,001 – 20,000	2.21 <u>2.28</u> per 1,000 gallons
20,001 – 30,000	3.57 <u>3.68</u> per 1,000 gallons
30,001 – 50,000	5.13 <u>5.29</u> per 1,000 gallons
50,000 – over	6.97 <u>7.18</u> per 1,000 gallons

II. Schedule of Sewer Service Charges

- (A) (1) Basic Service Charge
 - Single Family \$~~13.92~~ 14.34 per unit or ERC
 - Commercial ~~13.92~~ 14.34 per unit or ERC
 - Multi-Family
(not master metered) ~~13.92~~ 14.34 per unit or ERC
 - Multi-Family ~~11.82~~ 12.18 per unit or ERC
 - Apple Valley \$15.99 per unit or ERC
 - Meredith Manor 15.99 per unit or ERC
- (2) Volumetric
 - Apple Valley 3.24 per 1,000 gallons
 - Meredith Manor 3.24 per 1,000 gallons
- (B) Homebuilders and Contractors \$ ~~40.85~~ 11.18/ERC per month
- (C) Reserved Sewer Capacity
Monthly Service Charge \$ ~~40.85~~ 11.18/ERC per month



SEMINOLE COUNTY ADMINISTRATIVE CODE

(D) Wholesale Sewer	\$ 2.89 <u>2.98</u> per 1,000 gallons
(E) Class I Industrial Users	
Group A	\$ 0.65 <u>0.67</u> per 1,000 gallons
Group B	0.54 <u>0.53</u> per 1,000 gallons

III. Schedule of Reclaimed Water Charges

A. Basic Service Charge

Single Family	\$ 3.65 <u>3.76</u> per month
---------------	--

B. Volumetric – Single Family

0 – 10,000	\$ 0.48 <u>0.50</u> per 1,000 gallons
10,001 – 20,000	\$ 0.84 <u>0.84</u> per 1,000 gallons
20,001 – 30,000	\$ 1.33 <u>1.37</u> per 1,000 gallons
30,001 – 50,000	\$ 2.20 <u>2.27</u> per 1,000 gallons
50,000 – over	\$ 2.98 <u>3.07</u> per 1,000 gallons

C. Volumetric – Commercial/Other

	\$ 0.48 <u>0.50</u> per 1,000 gallons
--	--

IV. Miscellaneous Service Charges

(A) Initiate Service	
Regular Business Hours	\$30.00
Non-Business Hours	\$35.00
(B) Delinquent Account Turn On/Turn Off	
Regular Business Hours	\$25.00
Non-Business Hours	\$30.00
Sewer Only	\$75.00
(C) Turn On/Turn Off for Customer Convenience	
Regular Business Hours	
Turn On Only	\$10.00
Turn Off Only	\$10.00
Non-Business Hours	
Turn On Only	\$25.00
Turn Off Only	\$25.00



SEMINOLE COUNTY ADMINISTRATIVE CODE

(D) Turn On/Turn Off for Delinquent Backflow Test \$25.00

(E) Meter Fees

Meter Size:

<u>Single Family Residence</u>	<u>Tap-In Charge</u>	<u>Meter Installation Charge</u>	<u>Materials Only Charge</u>
5/8" x 3/4"	\$370.00	\$170.00	\$400.00 <u>\$195.48</u>
1"	\$425.00	\$210.00	\$448.25 <u>\$246.87</u>

<u>Non-Single Family Residence</u>	<u>Tap-In Charge</u>	<u>Meter Installation Charge</u>	<u>Materials Only Charge</u>
5/8" x 3/4" (includes backflow prevention device)	\$370.00	\$170.00	\$400.00 <u>\$195.48</u>
1"	\$425.00	\$210.00	\$448.25 <u>\$246.87</u>
1 1/2"	\$750.00	\$345.00	Actual Cost
2"	\$1,060.00	\$425.00	Actual Cost
3"	Actual Cost	Actual Cost	Actual Cost
3" Compound	Actual Cost	Actual Cost	Actual Cost
4" Compound	Actual Cost	Actual Cost	Actual Cost

(F) Industrial Wastewater Discharge Permit (IWDP) Fees

	<u>Charge</u>	<u>Duration</u>
IWDP Fee	\$250.00	one (1) to five (5) years
IWDP Reissuance Fee	\$150.00	one (1) to five (5) years
Temporary IWDP Fee	\$200.00	less than one (1) year

(G) Food Service Establishment Fee \$ 10.00 per month

(H) Account Deposit

Residential Services:	
Water Service only, per unit/ERC	\$25.00 <u>35.00</u>
Sewer Service only, per unit/ERC	\$55.00 <u>75.00</u>
Water and Sewer Service, per unit/ERC	\$80.00 <u>110.00</u>



SEMINOLE COUNTY ADMINISTRATIVE CODE

Temporary Fire Hydrant Use \$1,145.00

Commercial accounts deposit shall be based on two (2) months estimated bill.

Accounts which have been disconnected for non-payment three (3) or more times or have issued to the Department two (2) or more non-sufficient fund checks within a twelve (12) month period \$25.00

(I) Field Test of Meter \$25.00

Field Test/Maintenance of Customer's Backflow Prevention Assembly

Delinquent	Actual Cost
Non-Delinquent	Actual Cost

(J) Non-Sufficient Fund (NSF) Charge – 5% of amount of check

Minimum	\$10.00
Maximum	\$25.00

(K) Unauthorized Meter Turn-On Charge \$45.00

(L) Unauthorized Tap Surcharge \$500.00

(M) Fines or Penalties for Violation of Industrial Pretreatment Ordinance (for Maximum Concentration or Mass Limits other than pH)

Industrial users violating the prohibited discharge limits or any provision of the Industrial Pretreatment Ordinance shall be subject to the following penalties:

Penalties for violation of Section 270.364 of the Industrial Pretreatment Ordinance:

<u>Penalty Level</u>	<u>Violation Level</u>	<u>Penalty Amount Per Violation</u>
1	Violation less than or equal to the limit	\$0
2	Violation greater than the limit but less than two (2) times the limit	\$0-\$100.00



SEMINOLE COUNTY ADMINISTRATIVE CODE

3	Violation equal to or greater than two (2) times the limit but less than three (3) times the limit	\$101.00-\$200.00
4	Violation equal to or greater than three (3) times the limit but less than four (4) times the limit	\$201.00-\$300.00
5	Violation equal to or greater than four (4) times the limit but less than five (5) times the limit	\$301.00-\$400.00
6	Violation equal to or greater than five (5) times the limit	\$401.00-\$1,000.00
	Penalties for Violation of pH limits	\$50.00-\$100.00
(N)	Penalties for Violation of Section 270.365 of the Industrial Pretreatment Ordinance:	\$100.00 per day
(O)	Other Industrial Pretreatment Fees	
1.	Demand Monitoring and Sampling	
a.	Grab Sample	\$75.00
b.	Composite Sample	\$150.00
2.	Non-Compliance Surveillance and Inspection of Industrial Users	\$30.00 per hour
3.	Compliance Monitoring and Sampling of Industrial Users	
a.	Grab Sample	\$ 50.00
b.	Composite Sample	\$100.00
4.	Administrative Costs Resulting From Violation of the Industrial Pretreatment Ordinance	\$30.00 per hour
5.	Compliance/Non-Compliance Lab Analysis	Actual Cost



(P) Industrial Pretreatment Surcharges

Users discharging to the Publicly Owned Treatment Works in excess of established limits for pollutants according to Section 270.364 of the Industrial Pretreatment Ordinance shall be subject to the following surcharges:

Table of Surcharge

<u>Level</u>	<u>Violation Level</u>	<u>Fine per Violation</u>
1	Violation greater than the limit but less than twice the limit	\$0-\$100.00
2	Violation equal to or greater than twice the limit but less than three (3) times the limit	\$101.00-\$200.00
3	Violation equal to or greater than three (3) times the limit	\$201.00-\$300.00

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Alaqua Lakes Utility Easements

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering Inspections

AUTHORIZED BY: John Cirello

CONTACT: Carol Hunter

EXT: 2021

MOTION/RECOMMENDATION:

Accept the Utility Easement executed by Alaqua Lakes HOA and Heritage Golf Alaqua Lakes, LLC in support of Seminole County's CIP project- Reclaim Retrofit Phase II (Alaqua Lakes Subdivision).

District 5 Brenda Carey

Dennis Westrick

BACKGROUND:

The Seminole County Environmental Services "Reclaim Retrofit Program" includes five (5) phases of residential retrofits. Phase II of the program will provide reclaim retrofits to the Alaqua Lakes subdivision. During the design process, an alternate entry point was selected for reasons of being the least intrusive and more cost effective means of installation. Instead of entering the subdivision through the existing easement at the gated, heavily landscaped entrance, we have selected an alternative route just south of the entrance. This alternate point of entry is a common area owned by the HOA and Heritage Golf course. This alternative route will reduce capital cost and minimize disturbance to residents.

STAFF RECOMMENDATION:

Staff recommends the acceptance of the Utility Easement executed by Alaqua Lakes HOA and Heritage Golf Alaqua Lakes, LLC in support of Seminole County's CIP project- Reclaim Retrofit Phase II (Alaqua Lakes Subdivision).

ATTACHMENTS:

1. Alaqua HOA utility easement
2. Alaqua Lakes Heritage Golf Utility Easement

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

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH, ESQ.
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

EASEMENT AGREEMENT BETWEEN ALAQUA LAKES COMMUNITY
ASSOCIATION, INC. AND SEMINOLE COUNTY

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____, 20____, by and between ALAQUA LAKES COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation whose address is c/o Sentry Management, Inc., 2180 West State Road 434, Suite 5000, Longwood, Florida 32779, hereinafter referred to as the "GRANTOR" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Grantee".

WHEREAS, the Grantee desires to have an easement for a necessary reclaimed water system over, upon, through, under and across certain real property more particularly described in Exhibit "A" (hereinafter referred to as Parcel "A") for the purpose of installing, maintaining, renovating, repairing, or replacing reclaimed water pipes and mains, and other utility facilities and appurtenances; and

WHEREAS, the Grantor is the owner of fee simple title to Parcel "A," and the Grantor has full right and lawful authority to grant and convey this Easement to Grantee; and

WHEREAS, Grantee agrees that it shall pay for all costs associated with the installation, repair, renovation, maintenance, construction, costs of materials; and labor associated with installation, repair, or replacement of the reclaimed water pipes and mains, and other utility facilities and appurtenances and shall continue to pay all costs in the future associated with the operation, use, maintenance, repair, or replacement of said utilities upon completion of all necessary repair work.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. Recitals. The recitals noted above are true and correct and are hereby incorporated by this reference.

2. Easement. Grantor does hereby reserve, grant, devise, and convey to Grantee and its assignees an easement for ingress and egress over, under, upon and across Parcel "A" for the purpose of installing, maintaining, renovating, repairing, or replacing reclaimed water pipes and mains and other utility facilities and appurtenances. Grantee and its assigns shall have the right to clear, keep clear and remove from right-of-way all trees, undergrowth and other obstructions that may interfere with locations, excavation, operation, or maintenance of said utilities installed thereon by the Grantee and its assigns, and the Grantor, its successors and assigns, agree not to build, construct, or create, or permit others to build, construct, or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation, or maintenance of the utilities, or any facilities installed thereon.

3. Restoration. Grantee will restore or replace, at Grantee's expense, any part of Parcel "A" that is damaged (including, but not limited to, any paved roads, sidewalks, walls, fences, shrubbery, grass, trees, sprinkler systems and other improvements) resulting from the installation, construction, operation, maintenance, or replacement of reclaimed water pipes and mains, and other utility facilities and appurtenances. Grantee agrees that any construction and/or maintenance on Parcel "A" will be accomplished as expeditiously as permitted by customary construction practices and with as little inconvenience to Grantor as the circumstances permit. Further, restoration of Parcel "A" to the condition that existed prior to such construction and/or maintenance shall be completed, at GRANTEE'S expense, as quickly as the circumstances reasonably permit.

4. Cost of Maintenance. Grantee hereby covenants, promises and agrees that it shall pay for all costs associated with the installation, repair, renovation, maintenance, construction, costs of materials, and labor associated with installation, repairing, or replacing the reclaimed water pipes and mains and other utility facilities and appurtenances. The Grantee hereby further covenants that it will continue to pay any future costs after completion of construction associated with the maintenance and repair of the reclaimed water pipes and mains, and other utility facility and appurtenances.

5. Indemnification. Each party to this Easement Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Easement Agreement of that party and the officers, employees and agents thereof. The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the Grantee beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

6. Attorney Fees. In the event that either party fails to comply with its terms, the other party shall have the right to proceed in court to require or enjoin the other party's performance and compliance with the terms and conditions of this Easement Agreement, to sue for monetary damages, or to otherwise seek a declaration of the rights of the parties under this Easement Agreement. Venue for any action to enforce this Easement Agreement shall rest in the courts of Seminole County, Florida. If any party hereto shall ever seek to enforce their respective rights under this Easement Agreement or engages an attorney to assist in enforcing any of the terms hereof, the prevailing party shall be entitled to recover from the non prevailing party all reasonable attorneys' fees and costs incurred in connection therewith. The failure of any party to enforce any provision of this Easement Agreement shall not constitute a waiver of such party's right to do so thereafter.

7. Insurance. Grantee shall ensure that Grantor is added as an additional insured under any insurance coverage procured as a requirement of any agreement Grantee may enter into with the contractor performing the work hereunder.

8. Effective Date. This Easement Agreement shall be effective and deemed to be in full force and effect as of the date of its recording in the Public Records of Seminole County, Florida.

9. Amendment. This Easement Agreement may be amended by the written agreement of both parties, and said amendment shall become effective as of the date the amendment is recorded in the Public Records of Seminole County, Florida.

10. Termination. This Easement Agreement may be terminated only by the written agreement of both parties, and said termination shall become effective as of the date the termination agreement is recorded in the Public Records of Seminole County, Florida.

11. Agreement Runs with Land. The Easement Agreement and the provisions hereof shall run with the land and shall inure to the benefit and burden of the Grantor and Grantee and their respective successors and assigns.

(Balance of this page intentionally blank; signatory page follows)

IN WITNESS WHEREOF, the parties have hereunto caused this Easement Agreement to be executed as of the date set forth above.

ATTEST: Signed, sealed and delivered

ALAUQA LAKES COMMUNITY ASSOCIATION, INC.

[Signature]
_____, Secretary

By: *[Signature: Robert T. Rosen]*
_____, President

(Corporate Seal)

Date: 9/17/08

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Robert T. Rosen, and Ronald Krayer, who are known to me, proved to my satisfaction that they are the President and Secretary, respectively of Alauqa Lakes Community Association, Inc., a Florida not for profit corporation. They acknowledge 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.

EXECUTED and sealed in the County and State named above this 17 day of Sept, 2008.

NOTARY SEAL



ATTEST:

[Signature: Christy Butts]

Notary Public, in and for the County and State aforementioned

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/sb
07/08/08 7/28/08
Attachment:



Exhibit "A" - Parcel "A" legal description

P:\Users\Sberrie\Utility Easement\Alauqa Easement Agreement.Doc

SKETCH OF DESCRIPTION

20' PERMANENT UTILITY EASEMENT

LEGAL DESCRIPTION:

20' PERMANENT UTILITY EASEMENT

A PORTION OF TRACT "A4", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 70 - 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF MARKHAM WOODS ROAD AND LAKE MARY BOULEVARD AS SHOWN ON THE LAKE MARY BOULEVARD RIGHT-OF-WAY MAP, PROJECT NUMBER P.86-0121; THENCE SOUTH 17°57'06" WEST ALONG SAID MARKHAM WOODS ROAD, 271.91 FEET TO A POINT ON THE SOUTH LINE OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 17°37'06" WEST, ALONG THE CENTER OF SAID MARKHAM WOODS ROAD, FOR 271.91 FEET; THENCE NORTH 89°33'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 11, FOR 81.38 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKHAM WOODS ROAD; THENCE SOUTH 14°06'38" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR 139.89 FEET; THENCE SOUTH 90°00'00" WEST, FOR 20.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90°00'00" WEST, FOR 47.55 FEET; THENCE NORTH 68°39'10" WEST, FOR 74.41 FEET; THENCE SOUTH 56°03'46" WEST, FOR 47.87 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 498.00 FEET, A CENTRAL ANGLE OF 00°23'41", AND FROM SAID POINT A RADIAL LINE BEARS NORTH 71°13'49" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE FOR 3.43 FEET; THENCE SOUTH 71°37'30" EAST, FOR 1.00 FOOT; THENCE NORTH 18°22'30" EAST, FOR 30.59 FEET; THENCE NORTH 56°03'46" EAST, FOR 30.80 FEET; THENCE SOUTH 68°39'10" EAST, FOR 128.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID MAKHAM WOODS ROAD; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 14°06'38" WEST, FOR 2.71 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATED IN SEMINOLE COUNTY, FLORIDA.

SAID LANDS CONTAIN 2,867 SQUARE FEET OR 0.066 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, BEING A BEARING OF N89°33'46"W.

SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY



WOOLPERT INC.
 11315 Corporate Boulevard
 Suite 115
 Orlando, Fl 32817-8345
 407.381.2192
 Fax: 407.384.1165

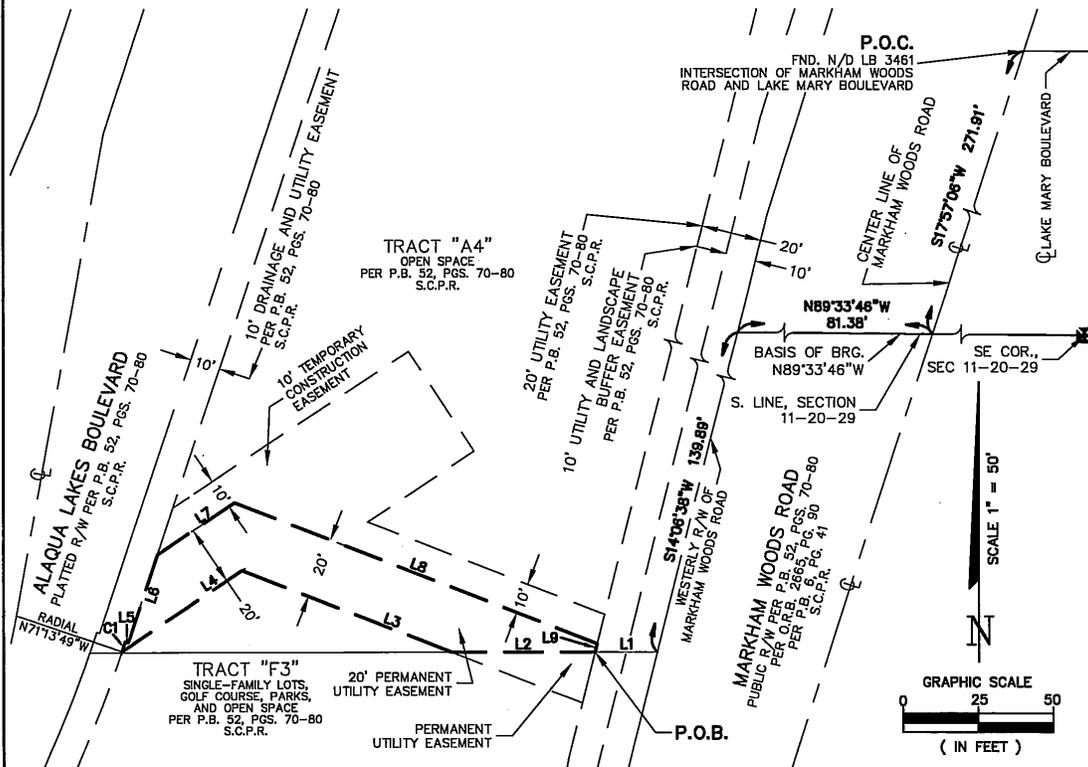
DESCRIPTION

20' PERMANENT UTILITY EASEMENT
 SECTION 11, TOWNSHIP 20 SOUTH,
 RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DRAWN BY : WRF	SEC 11, TWP 20 S, RGE 29 E	REVISION	DATE	JOB NO. : 087783
CHECKED BY : DMB	COUNTY : SEMINOLE			DATE : 05/02/08
DWG NAME : 108048-1Esmt.dwg	F.B. NO. : N/A			SHEET 1 OF 2

SKETCH OF DESCRIPTION

20' PERMANENT UTILITY EASEMENT

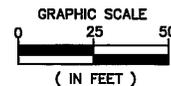


LINE TABLE		
LINE	BEARING	LENGTH
L1	S90°00'00\"W	20.62'
L2	S90°00'00\"W	47.55'
L3	N68°39'10\"W	74.41'
L4	S56°03'46\"W	47.87'
L5	S71°37'30\"E	1.00'
L6	N18°22'30\"E	30.59'
L7	N56°03'46\"E	30.80'
L8	S68°39'10\"E	128.84'
L9	S14°06'38\"W	2.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°23'41\"	498.00'	3.43'

LEGEND & ABBREVIATIONS

- BRG. = BEARING
- CL = CENTER LINE
- COR. = CORNER
- F.B. = FIELD BOOK
- INC. = INCORPORATED
- LS. = LICENSED BUSINESS
- N/D = NAIL AND DISC
- NO. = NUMBER
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- S.C.P.R. = SEMINOLE COUNTY PUBLIC RECORDS
- PGS. = PAGES
- P.B. = PLAT BOOK
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- RAD. = RADIAL
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP



MAY 02 2008

DAVID M. BRUNO, P.S.M. #5670
STATE OF FLORIDA
WOOLPERT, INC. L.B. 6777

SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY



WOOLPERT INC.
11315 Corporate Boulevard
Suite 115
Orlando, FL 32817-8345
407.381.2192
Fax: 407.384.1165

DESCRIPTION
20' PERMANENT UTILITY EASEMENT
SECTION 11, TOWNSHIP 20 SOUTH,
RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DRAWN BY : WRF	SEC 11, TWP 20 S, RGE 29 E	REVISION	DATE	JOB NO. : 067783
CHECKED BY : DMB	COUNTY : SEMINOLE			DATE : 05/02/08
DWG NAME : 106048-1Esmt.dwg	F.B. NO. : N/A			SHEET 2 OF 2

SKETCH OF DESCRIPTION

20' PERMANENT UTILITY EASEMENT

LEGAL DESCRIPTION:

20' PERMANENT UTILITY EASEMENT

A PORTION OF TRACT "A2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 70 – 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF MARKHAM WOODS ROAD AND LAKE MARY BOULEVARD AS SHOWN ON THE LAKE MARY BOULEVARD RIGHT-OF-WAY MAP, PROJECT NUMBER P.86-0121; THENCE SOUTH 17°57'06" WEST ALONG SAID MARKHAM WOODS ROAD, 271.91 FEET TO A POINT ON THE SOUTH LINE OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE NORTH 89°33'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 11, FOR 386.47 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID ALAQUA LAKES BOULEVARD, SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 214.00 FEET, A CENTRAL ANGLE OF 26°44'04", AND FROM SAID POINT A RADIAL LINE BEARS SOUTH 81°40'13 EAST; THENCE SOUTHERLY ALONG SAID CURVE FOR 99.85 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OF 36°16'35"; THENCE SOUTHERLY ALONG SAID CURVE FOR 80.41 FEET; THENCE SOUTH 90°00'00" WEST, FOR 10.55 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 117.00 FEET, A CENTRAL ANGLE OF 11°46'41", AND FROM SAID POINT A RADIAL LINE BEARS NORTH 70°32'30" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR 24.05 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 428.00 FEET AND A CENTRAL ANGLE OF 02°35'41"; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR 19.38 FEET; THENCE SOUTH 56°03'46" WEST, FOR 194.05 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 45°07'08" AND FROM SAID POINT A RADIAL LINE BEARS NORTH 33°14'23" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE FOR 55.12 FEET; THENCE NORTH 56°03'46" EAST, FOR 182.62 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATED IN SEMINOLE COUNTY, FLORIDA.

SAID LANDS CONTAIN 3,614 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, BEING A BEARING OF N89°33'46"W.

SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY



WOOLPERT INC.
 11315 Corporate Boulevard
 Suite 115
 Orlando, Fl 32817-8345
 407.381.2192
 Fax: 407.384.1165

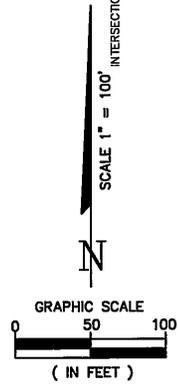
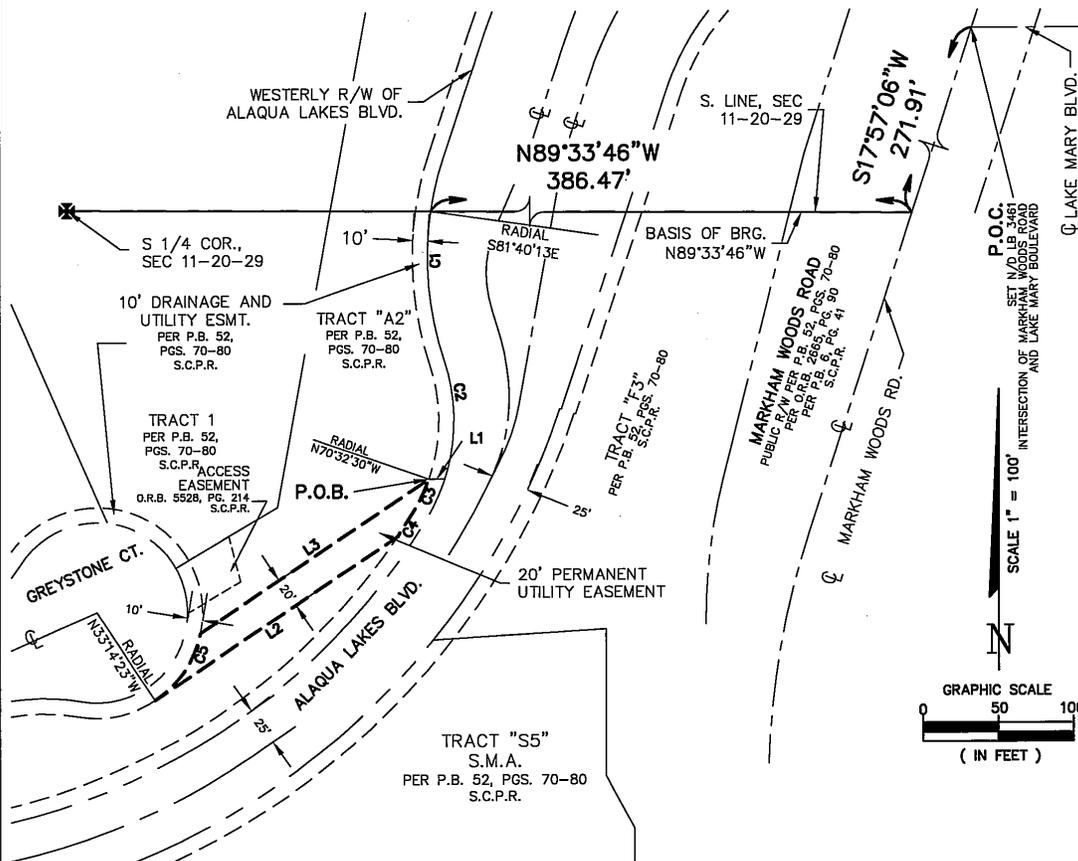
DESCRIPTION

20' PERMANENT UTILITY EASEMENT
 SECTION 11, TOWNSHIP 20 SOUTH,
 RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DRAWN BY : WRF	SEC 11, TWP 20 S, RGE 29 E	REVISION	DATE	JOB NO. : 067783
CHECKED BY : DMB	COUNTY : SEMINOLE			DATE : 05/02/08
DWG NAME : 106048-1Esmt.dwg	F.B. NO. : N/A			SHEET 1 OF 2

SKETCH OF DESCRIPTION

20' PERMANENT UTILITY EASEMENT



LINE TABLE		
LINE	BEARING	LENGTH
L1	S90°00'00\"W	10.55'
L2	S56°03'46\"W	194.05'
L3	N56°03'46\"E	182.62'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	26°44'04\"	214.00'	99.85'
C2	36°16'35\"	127.00'	80.41'
C3	11°46'41\"	117.00'	24.05'
C4	2°35'41\"	428.00'	19.38'
C5	45°07'08\"	70.00'	55.12'

LEGEND & ABBREVIATIONS

- BRG. = BEARING
- BLVD. = BOULEVARD
- CL = CENTER LINE
- COR. = CORNER
- CT. = COURT
- F.B. = FIELD BOOK
- INC. = INCORPORATED
- L.B. = LICENSED BUSINESS
- N/D = NAIL AND DISC
- NO. = NUMBER
- O.R.B. = OFFICIAL RECORDS
- PGS. = PAGES
- P.B. = PLAT BOOK
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- RAD. = RADIAL
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- S.M.A. = STORM WATER MANAGEMENT AREA
- TWP = TOWNSHIP

MAY 02 2008

DAVID M. BRUNO, P.S.M. #5670
 STATE OF FLORIDA
 WOOLPERT, INC. L.B. 6777

SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY



WOOLPERT INC.
 11315 Corporate Boulevard
 Suite 115
 Orlando, FL 32817-8345
 407.381.2192
 Fax: 407.384.1165

DESCRIPTION
 20' PERMANENT UTILITY EASEMENT
 SECTION 11, TOWNSHIP 20 SOUTH,
 RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DRAWN BY : WRF	SEC 11, TWP 20 S, RGE 29 E	REVISION	DATE	JOB NO. : 087783
CHECKED BY : DMB	COUNTY : SEMINOLE			DATE : 05/02/08
DWG NAME : 106048-1Esmt.dwg	F.B. NO. : N/A			SHEET 2 OF 2

SKETCH OF DESCRIPTION

20' PERMANENT UTILITY EASEMENT

LEGAL DESCRIPTION:

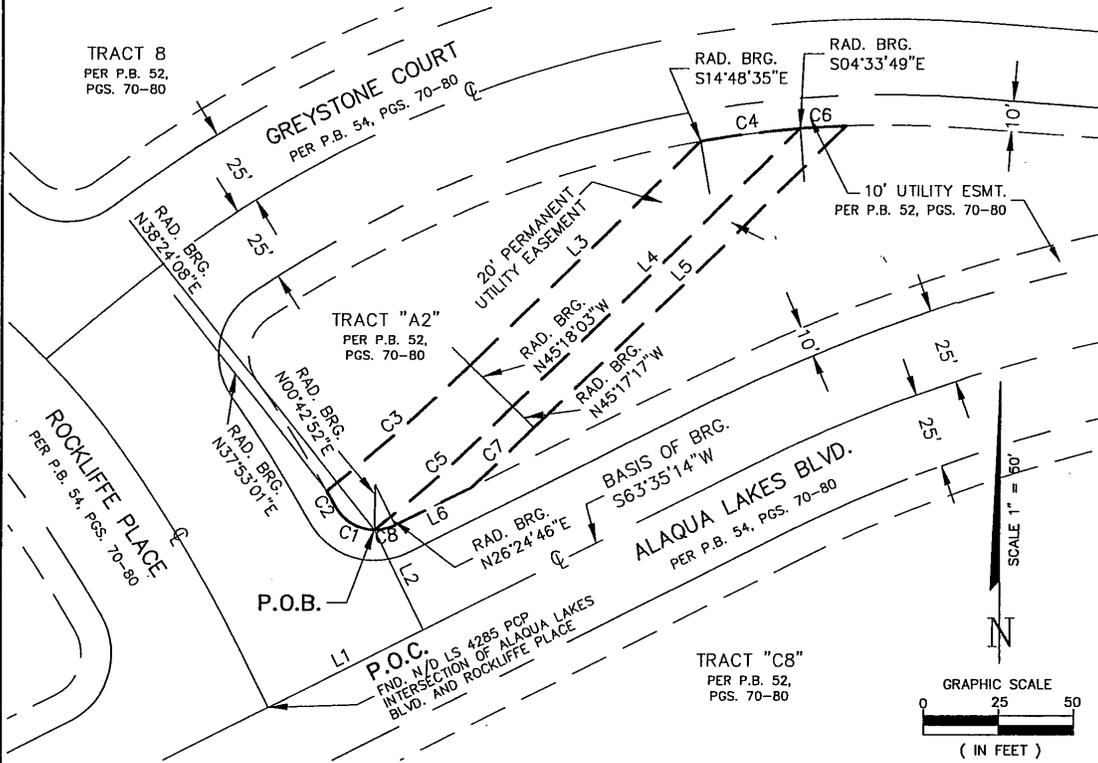
20' PERMANENT UTILITY EASEMENT

A PORTION OF TRACT A2, "ALAUQA LAKES PHASE I", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 70 THRU 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF ALAUQA LAKES BOULEVARD AS SHOWN ON SAID PLAT AND ROCKLIFFE PLACE AS SHOWN ON SAID PLAT; THENCE NORTH 63°35'14" EAST ALONG THE CENTERLINE OF SAID ALAUQA LAKES BOULEVARD, 57.37 FEET; THENCE NORTH 26°24'46" WEST, 36.65 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS NORTH 00°42'52" EAST), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 59°50'04", AN ARC DISTANCE OF 15.66 FEET TO A POINT OF REVERSE CURVATURE, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 00°38'14", AN ARC DISTANCE OF 6.12 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS NORTH 37°53'01" WEST), THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 07°26'40", AN ARC DISTANCE OF 63.67 FEET; THENCE TANGENT TO SAID CURVE, NORTH 46°02'10" EAST, 105.98 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS SOUTH 14°48'35" EAST), THENCE EASTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 05°14'44", AN ARC DISTANCE OF 33.42 FEET; THENCE SOUTH 46°02'10" WEST, 132.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS NORTH 45°18'03" WEST), THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 06°53'55", AN ARC DISTANCE OF 61.41 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SEMINOLE COUNTY, FLORIDA, CONTAINING 0.0846 ACRES, (3,686.8 SQUARE FEET).

SKETCH OF DESCRIPTION

20' PERMANENT UTILITY EASEMENT



CURVE	DELTA	LENGTH	RADIUS
C1	59°50'04"	15.66	15.00
C2	0°38'14"	6.12	550.00
C3	7°26'40"	63.67	490.00
C4	5°14'44"	33.42	365.00
C5	6°53'55"	61.41	510.00
C6	2°24'43"	15.37	365.00
C7	3°08'41"	28.54	520.00
C8	27°07'38"	7.10	15.00

LINE	BEARING	LENGTH
L1	S63°35'14"W	57.37'
L2	S26°24'46"E	36.65'
L3	N46°02'10"E	105.98'
L4	S46°02'10"W	132.50'
L5	S46°02'10"W	144.05'
L6	S63°35'14"W	28.20'

LEGEND & ABBREVIATIONS

- BRG. = BEARING
- BLVD. = BOULEVARD
- CL = CENTER LINE
- F.B. = FIELD BOOK
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- N/D = NAIL AND DISC
- NO. = NUMBER
- O.R.B. = OFFICIAL RECORDS
- PGS. = PAGES
- PCP = PERMANENT CONTROL POINT
- P.B. = PLAT BOOK
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP

EDWARD MIZO, P.S.M. #3376
 STATE OF FLORIDA
 ROCKETT & ASSOCIATES, INC. L.B. 3461

THIS IS NOT A BOUNDARY SURVEY



DESCRIPTION
 20' PERMANENT UTILITY EASEMENT & 10'
 TEMPORARY CONSTRUCTION EASEMENT
 SECTION 11, TOWNSHIP 20 SOUTH,
 RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DRAWN BY : WRF	SEC 11, TWP 20 S, RGE 29 E	REVISION	DATE	JOB NO. :106048.001
CHECKED BY : EM	COUNTY : ORANGE			DATE : 08/03/07
DWG NAME : 106048-1Esmt.dwg	F.B. NO. : N/A			SHEET 1 OF 1

SKETCH OF DESCRIPTION

28' PERMANENT UTILITY EASEMENT

LEGAL DESCRIPTION:

28' PERMANENT UTILITY EASEMENT

A PORTION OF TRACTS F1, "ALAUQA LAKES PHASE I", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 70 THRU 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF ALAUQA LAKES BOULEVARD AS SHOWN ON SAID PLAT AND LAKEVIEW OAKS DRIVE AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS NORTH 13°28'21" EAST), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 81°27'02", AN ARC DISTANCE OF 135.05 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS NORTH 04°36'20" EAST), THENCE WESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 07°38'37", AN ARC DISTANCE OF 66.70 FEET; THENCE SOUTH 12°14'57" WEST, 35.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS NORTH 12°14'57" EAST), THENCE EASTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 01°43'35", AN ARC DISTANCE OF 16.12 FEET TO A POINT OF REVERSE CURVATURE, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 59°14'38", AN ARC DISTANCE OF 41.36 FEET TO A POINT OF REVERSE CURVATURE, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 04°00'32", AN ARC DISTANCE OF 9.10 FEET; THENCE SOUTH 63°47'28" WEST, 28.00 FEET; THENCE NORTH 26°12'32" WEST, 55.13 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SEMINOLE COUNTY, FLORIDA, CONTAINING 0.0277 ACRES, (1,208.0 SQUARE FEET).

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTER LINE ALAUQA LAKES BOULEVARD, ALAUQA LAKES PHASE I, PLAT BOOK 52 PAGES 70-80, SECTIONS 10, 11, 14 & 15, TOWNSHIP 20 SOUTH, RANGE 29 EAST, BEING A BEARING OF N66°14'14"W.
2. THE BOUNDARY INFORMATION SHOWN HEREON IS FOR ORIENTATION PURPOSES ONLY. THIS IS NOT A BOUNDARY SURVEY.

THIS IS NOT A BOUNDARY SURVEY

R&A
ROCKETT & ASSOCIATES
 CONSULTING / CIVIL ENGINEERS & SURVEYORS
 1685 Lee Road, Winter Park, Florida 32789
 (407) 894-3804 FAX (407) 894-3805
 Certificate of Authorization LB 3461
 www.rockettengineering.com

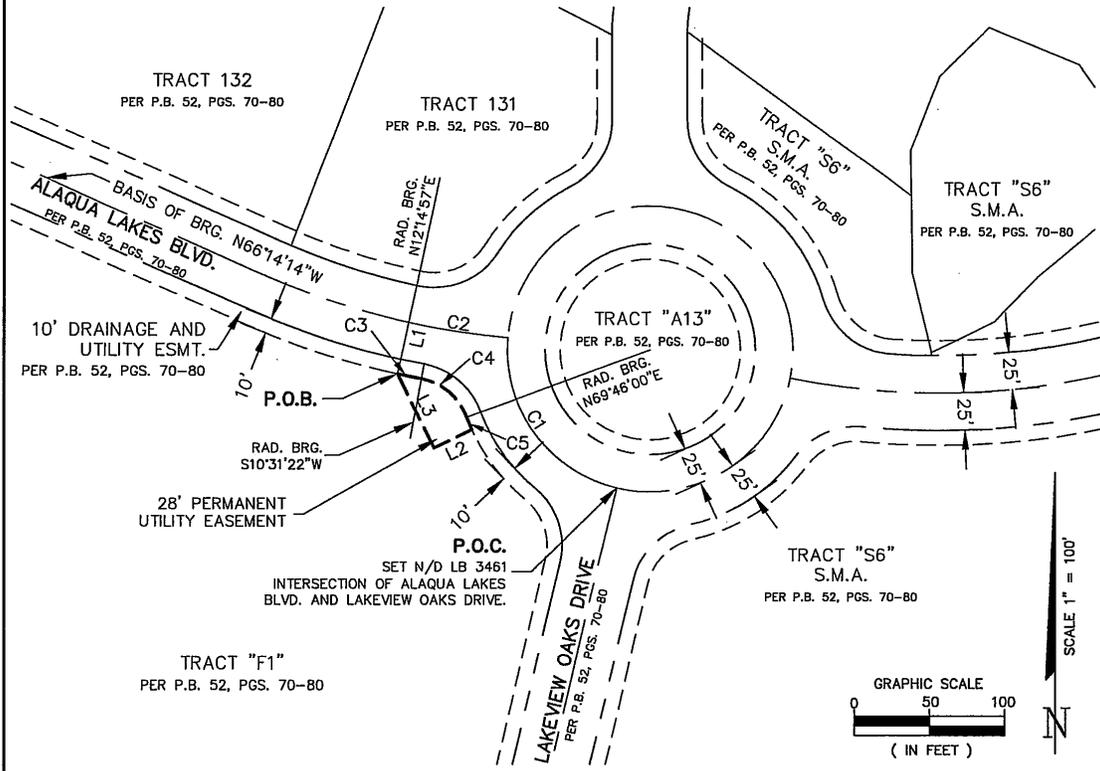
DESCRIPTION

28' PERMANENT UTILITY EASEMENT
 SECTION 11, TOWNSHIP 20 SOUTH,
 RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DRAWN BY : WRF	SEC 11, TWP 20 S, RGE 29 E	REVISION	DATE	JOB NO. :106048.001
CHECKED BY : EM	COUNTY : ORANGE			DATE : 08/03/07
DWG NAME : 106048-1Esmt.dwg	F.B. NO. : N/A			SHEET 1 OF 1

SKETCH OF DESCRIPTION

28' PERMANENT UTILITY EASEMENT



LINE TABLE		
LINE	BEARING	LENGTH
L1	S12°14'57"W	35.00'
L2	S63°47'28"W	28.00'
L3	N26°12'32"W	55.13'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	81°27'02"	95.00'	135.05'
C2	7°38'37"	500.00'	66.70'
C3	1°43'35"	535.00'	16.12'
C4	59°14'38"	40.00'	41.36'
C5	4°00'32"	130.00'	9.10'

LEGEND & ABBREVIATIONS

- BRG. = BEARING
- BLVD. = BOULEVARD
- CL = CENTER LINE
- ESMT. = EASEMENT
- F.B. = FIELD BOOK
- INC. = INCORPORATED
- L.B. = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- N/D = NAIL AND DISC
- NO. = NUMBER
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- P.B. = PLAT BOOK
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- RAD. = RADIAL
- RGE = RANGE
- R/W = RIGHT OF WAY
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- S.M.A. = STORM WATER MANAGEMENT AREA
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EDWARD MIZO, P.S.M. #3376
 STATE OF FLORIDA
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DESCRIPTION
 28' PERMANENT UTILITY EASEMENT
 SECTION 11, TOWNSHIP 20 SOUTH,
 RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DRAWN BY : WRF	SEC 11, TWP 20 S, RGE 29 E	REVISION	DATE	JOB NO. :106048.001
CHECKED BY : EM	COUNTY : ORANGE			DATE : 08/03/07
DWG NAME : 106048-1Esmt.dwg	F.B. NO. : N/A			SHEET 1 OF 1

**DEDICATION OF EASEMENT
FOR RECLAIMED WATER MAIN**

STATE OF FLORIDA §
 §
COUNTY OF SEMINOLE §

THAT, **HERITAGE GOLF ALAQUA LAKES, LLC**, a Delaware limited liability company authorized to conduct business in the State of Florida, whose mailing address is 12750 High Bluff Drive, Fourth Floor, San Diego, California 92130 (“Grantor”), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, has this day GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto the **COUNTY OF SEMINOLE, FLORIDA**, a political subdivision of the State of Florida whose mailing address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (“Grantee”), its successors and assigns, a perpetual, non-exclusive utility easement (the “**Easement**”) across, over and under a 402 sq. ft. triangular parcel of real property formed by lines L2, L3 and L4 depicted on Exhibit A attached hereto and incorporated herein for all purposes (the “**Easement Area**”) on the northern boundary of Tract F3, which Tract F3 forms a portion of the Legacy Club at Alaquia Lake’s golf course (the “Golf Course”) and which Tract F3 is depicted in Plat Book 52, Pages 70 – 80 of the Public Records of Seminole County, Florida.

TO HAVE AND TO HOLD said Easement unto said Grantee, its successors and assigns, together with the right to enter upon said Easement Area for the purpose of excavation, construction, reconstruction, inspection, maintenance, repair, removal and replacement of utility lines, together with all necessary or desirable below ground appurtenances required in connection therewith, subject to the following terms and conditions:

1. Initial Construction. Grantee shall have the right to clear, keep clear, and remove from the Easement Area all trees, undergrowth, fences and other obstructions that would interfere with the excavation, construction, operation or maintenance of the utility lines. Grantee agrees that it shall construct the utility lines so as to minimize disruption of Grantor’s operation, maintenance, and use of the Golf Course and further agrees that the construction shall be done in a manner that minimizes the potential for injury to persons or property. Grantee shall diligently and continuously proceed with construction until completion, subject to unusually adverse weather conditions or other events outside of the control of Grantee.

2. Ongoing Maintenance. Grantee agrees to provide Grantor ten (10) days prior notice before performing any maintenance that involves construction, repairs, replacement, reconstruction, or removal of said utility lines (the “Work”) that would affect in any way the use of the Golf Course. In such event, Grantee shall restrict the days upon which it performs such Work to days when the Golf Course has low usage, except in emergency circumstances. In addition, Grantee and/or all persons under contract with Grantee shall, at its or their expense, provide temporary bridges, crosswalks, cart paths and other means of access as necessary to

minimize the disruption of usage of the Golf Course. Grantee and/or all persons under contract with Grantee shall exercise all necessary precautions to prevent injury to persons as a result of any open trench including, but not limited to the use of barricades.

3. Restoration of Easement Area. Grantee agrees, at its sole expense and within fourteen (14) days after completion of construction under Section 1, or any Work under Section 2, to restore the surface and subsurface of the Easement Area, and any surrounding real property owned by Grantor and disturbed by Grantee. Restoration of the Easement Area and adjacent property shall include, without limitation, restoration of ground covers, plantings and irrigation lines and facilities to the condition found prior to construction or the performance of any Work, excluding any buildings or fence line within the Easement Area. Specifically, Grantee shall repair damaged grassy areas using grass sod of the same type as that damaged. Grantee further agrees that if restoration is not completed within such fourteen (14) day period, Grantor may, after written notice to Grantor requesting restoration completion, complete the restoration of the Easement Area (and any surrounding real property owned by Grantor). Grantor may then invoice Grantee for the cost of completion. Grantee shall pay such invoice in full within thirty (30) days after its receipt.

4. Grantor's Rights. Grantor shall have the right to use the land within said Easement Area for any purpose consistent with the rights herein conveyed to Grantee, except that Grantor shall not construct any building or fence line within the Easement Area.

5. Underground Facilities. Grantee, on behalf of itself, its agents, employees, and all persons under contract with Grantee, does further hereby covenant and agree that the utility lines shall be buried approximately thirty-six inches (36") below the surface grade of the Easement Area.

6. Property Title. No warranty of title to any property is given hereunder, and the Easement herein given to Grantee is subject to all encumbrances, conditions, and reservations to which Grantor is subject.

[SPACE INTENTIONALLY LEFT BLANK]

7. No Liens. In performing any construction, installation, maintenance or repairs or any other work of any kind in connection with the utility lines, Grantee shall cause the person or entity performing the work to keep the Easement Area free and clear of any and all mechanics and materialmen's liens and any other liens arising from or pertaining to such construction, installation, maintenance, repairs or other work.

IN WITNESS WHEREOF, Grantor has executed this Dedication of Easement on the 12th day of August, 2008.

HERITAGE GOLF ALAQUA LAKES, LLC,
a Delaware limited liability company

By: _____

Name: Andrew Crosson
Executive Vice President

Title: _____

After Recording Return to:
Susan E. Dietrich, Esq.
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: City Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On August 12, 2008 before me, Emily Nakagawa, Notary Public
Date Here Insert Name and Title of the Office

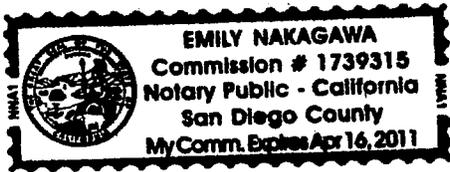
personally appeared Andrew Crosson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Dedication of Easement for Reclaimed Water Main

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Exhibit A
Easement Area
Description & Depiction

SKETCH OF DESCRIPTION

PERMANENT UTILITY EASEMENT

LEGAL DESCRIPTION:
PERMANENT UTILITY EASEMENT

A PORTION OF TRACT F3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 70 - 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF MARKHAM WOODS ROAD AND LAKE MARY BOULEVARD AS SHOWN ON THE LAKE MARY BOULEVARD RIGHT-OF-WAY MAP, PROJECT NUMBER P.86-0121; THENCE SOUTH 17°57'06" WEST ALONG SAID MARKHAM WOODS ROAD, FOR 271.91 FEET TO A POINT ON THE SOUTH LINE OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE NORTH 89°33'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 11, FOR 81.38 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKHAM WOODS ROAD; THENCE SOUTH 14°06'38" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 139.89 FEET; THENCE SOUTH 90°00'00" WEST, FOR 20.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°06'38" WEST, FOR 17.45 FEET; THENCE NORTH 68°39'10" WEST, FOR 46.49 FEET TO THE SOUTH LINE OF SAID SECTION 11; THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH LINE OF SAID SECTION 11, FOR 47.55 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATED IN SEMINOLE COUNTY, FLORIDA.

SAID LANDS CONTAIN 402 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, BEING A BEARING OF N89°33'46"W.

SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY



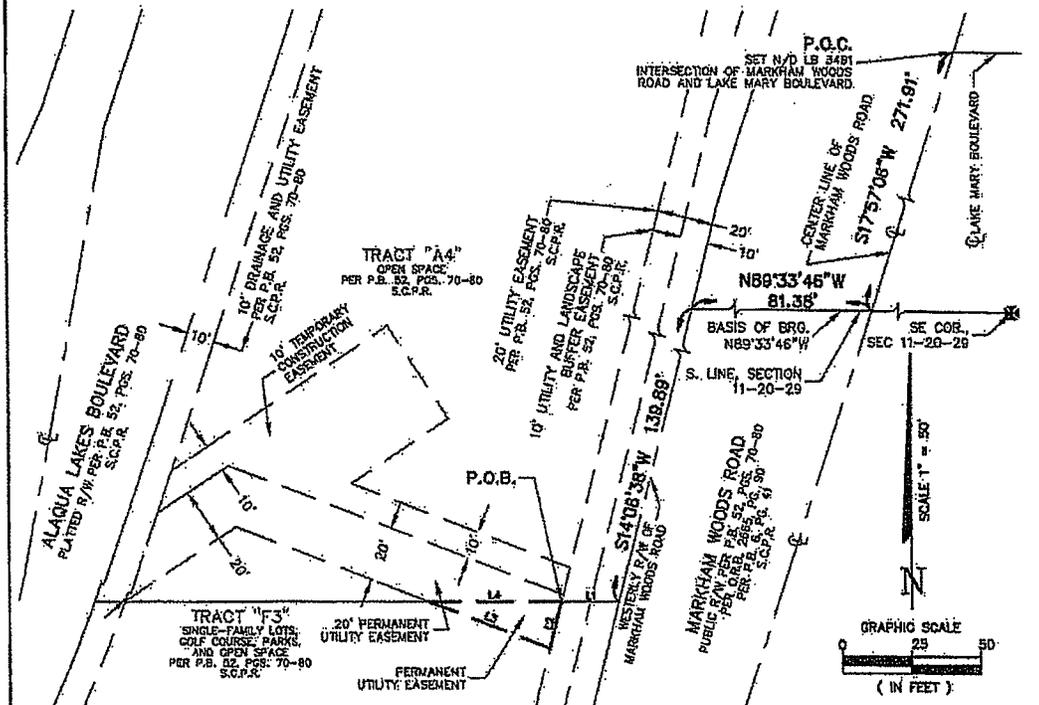
WOOLPERT INC.
 11315 Corporate Boulevard
 Suite 115
 Orlando, FL 32817-8345
 407.381.2192
 Fax: 407.384.1165

DESCRIPTION
 PERMANENT UTILITY EASEMENT
 SECTION 11, TOWNSHIP 20 SOUTH,
 RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DRAWN BY : WRF	SEC 11, TWP 20 S, RGE 29 E	REVISION	DATE	JOB NO. : 087789
CHECKED BY : DMB	COUNTY : SEMINOLE			DATE : 05/02/08
DWG NAME : 106040-1Esm1.dwg	F.B. NO. : N/A			SHEET 1 OF 2

SKETCH OF DESCRIPTION

PERMANENT UTILITY EASEMENT



LINE TABLE		
LINE	BEARING	LENGTH
L1	S90°00'00\"W	20.82'
L2	S14°06'38\"W	17.45'
L3	N89°33'10\"W	46.49'
L4	N90°00'00\"E	47.55'

- LEGEND & ABBREVIATIONS**
- BRG. = BEARING
 - C = CENTER LINE
 - COR. = CORNER
 - F.B. = FIELD BOOK
 - INC. = INCORPORATED
 - L.D. = LICENSED BUSINESS
 - N/D = NAIL AND DISC
 - NO. = NUMBER
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - O.R.B. = OFFICIAL RECORDS BOOK
 - S.C.P.R. = SEMINOLE COUNTY PUBLIC RECORDS
 - P.C.S. = PAGES
 - P.B. = PLAT-BOOK
 - P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 - RAD. = RADIAL
 - RCE = RANGE
 - R/W = RIGHT OF WAY
 - SEC = SECTION
 - TWP = TOWNSHIP



MAY 02 2008

DAVID M. BRUNO, P.S.M. #5670
STATE OF FLORIDA
WOOLPERT, INC. L.B. 6777

SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY

<p>WOOLPERT INC. 11319 Corporate Boulevard Suite 115 Orlando, FL 32817-8345 407.381.2192 Fax: 407.384.1165</p>	<p>DESCRIPTION PERMANENT UTILITY EASEMENT SECTION 11, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA</p>	
	<p>DRAWN BY: WRP</p>	<p>SEC 11, TWP 20 S, RGE 29 E</p>

CHECKED BY: DMR	COUNTY: SEMINOLE	DATE: 06/03/08	JOB NO.: 067788
DWG NAME: 106040-1EsmL.dwg	F.B. NO.: N/A	DATE: 06/03/08	SHEET 2 OF 2

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County and City of Casselberry Solid Waste Management Agreement

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: John Cirello **CONTACT:** William (Johnny) Edwards **EXT:** 2022

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to sign the Seminole County and City of Casselberry Solid Waste Management Agreement.

County-wide

William (Johnny) Edwards

BACKGROUND:

Staff has been working to update the Solid Waste Management Interlocal Agreements with each of the municipalities in Seminole County. Updated Agreements have already been executed with Altamonte Springs and Winter Springs. The Casselberry City Commission approved the Agreement on October 27, 2008. The initial Solid Waste Management Interlocal Agreement was entered into in 1989, and subsequently revised in 1994.

According to the Agreement, the City will direct its contractor to deliver all of the residential solid waste and recyclable material collected in the City to Seminole County facilities. In return, the County will share recycling revenues with the City. The County will continue to provide the added benefit services for City and County residents and businesses. The term of the Agreement is 10 years, with automatic one-year renewals thereafter, unless terminated with one year's notice.

Commitments of the City include:

- Delivery of all residential solid waste and recyclable material collected by the City's contractor to County designated facilities.
- Amending commercial solid waste franchise agreements to recommend waste deliveries to County designated facilities.
- The City will assist in assuring that discrete loads of City generated residential waste are delivered to County facilities.

Service commitments of the County include:

- Operation and maintenance of County disposal facilities to provide adequate disposal capacity for the City's needs.
- Continuation of the current tip fee until September 30, 2009, with annual CPI adjustments allowed annually thereafter.
- Assurance that the City is provided the same tip fee charged to any municipal customer, and assurance that the City is provided the same Recycling Revenue Share, as defined within Exhibit B of the Agreement, that any municipal customer receives.
- The County will share revenues from its recycling contract with the City based on the recyclables delivered by the City.
- Continued availability of the County disposal facilities to City residents.

- Continued operation of periodic tire amnesty days providing residents free tire disposal.
- Continued operation of the household hazardous waste collection program.
- Continued operation of periodic off-site household hazardous waste amnesty days.
- Continued operation of public used oil collection centers.
- Continued operation of the sharps disposal program (this program provides free medical needle disposal for residents).
- Continued operation of County-wide hazardous waste inspections pursuant to Section 403.7225 (11), Florida Statutes.
- Continued cooperation on environmental management issues.

This Agreement reflects a commitment by the City of Casselberry and the County to cooperate on solid waste management issues.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Seminole County and City of Casselberry Solid Waste Management Agreement.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

“A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, AUTHORIZING THE EXECUTION OF A SOLID WASTE MANAGEMENT AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, the City is dedicated to providing safe and sanitary disposal of its solid waste; and

WHEREAS, on September 27, 1994 the City entered into an agreement with Seminole County for solid waste management; and

WHEREAS, the agreement with Seminole County has since expired; and

WHEREAS, Seminole County has submitted a newly revised agreement for solid waste management that also provides for a recycling revenue share and a partnership in the Florida Department of Environmental Protection’s 75% Recycling Goal program; and

WHEREAS, the Public Works Department has reviewed the Agreement as presented by Seminole County and believes it to be favorable to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Solid Waste Management Agreement submitted by Seminole County, attached as “Exhibit A”, and authorizes the Mayor to execute said document on behalf of the City.

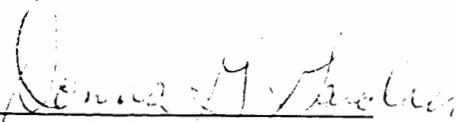
SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 27th day of October, AD 2008.

ATTEST:


Donna G. Gardner
City Clerk

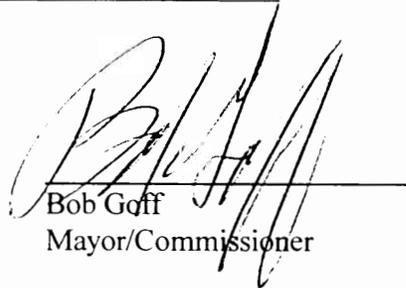

Bob Goff
Mayor/Commissioner

EXHIBIT "A"

SEMINOLE COUNTY AND CITY OF CASSELBERRY SOLID WASTE MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, Chapter 403, Part IV, Florida Statutes, delegates the responsibility for providing solid waste disposal facilities to counties; and,

WHEREAS, landfilling is the primary method of solid waste disposal in Seminole County, Florida; and,

WHEREAS, on or about September 27, 1994, the COUNTY and CITY entered into a Solid Waste Management Interlocal Agreement and the parties now desire to terminate said Agreement and enter into a new agreement which shall wholly and completely supercede said Agreement; and

WHEREAS, the CITY provides for collection and disposal of solid waste from the residents and businesses located within its geographic boundaries and the CITY recognizes the need for safe and sanitary processing and disposal of solid waste; and

WHEREAS, the CITY desires to participate in a coordinated county-wide program for the management of solid waste and control of solid

waste processing and disposal in compliance with Federal, State and local regulations to prevent, control and abate air, water and ground pollution; and

WHEREAS, the CITY and the COUNTY recognize the need to plan and develop an adequate solid waste system to benefit all residents of Seminole County, Florida; and

WHEREAS, the CITY and the COUNTY recognize the importance of environmentally responsible solid waste disposal capacity; and

WHEREAS, the CITY recognizes that the COUNTY's infrastructure provides for the construction, operation, repair and maintenance of COUNTY solid waste disposal facilities, and that this infrastructure was established, and is available, for the use and betterment of all municipalities within the COUNTY; and

WHEREAS, the CITY recognizes that the cost of existing disposal infrastructure is solely supported by the COUNTY's Solid Waste Management Division revenues; and

WHEREAS, Chapter 403, Part IV, Florida Statutes encourages counties to enter into interlocal agreements with municipalities for cooperative solid waste management, including establishing recycling programs and pursuing recycling activities to reduce the impact of solid waste disposal on landfills; and

WHEREAS, the CITY desires to cooperate with the COUNTY toward achievement and maintenance of the State of Florida's recycling goal and compliance with Chapter 403, Part IV, Florida Statutes,

NOW, THEREFORE, in consideration of the mutual covenants and promises by and between the parties hereto, and for the mutual benefit

of the CITY and COUNTY and their respective citizens, the parties agree, as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS. The following definitions apply to this Agreement:

(a) **Agreement:** Shall mean this written document and all amendments to it.

(b) **Biological Waste:** Shall mean any solid waste that causes or has the capability of causing disease or infection and includes biomedical waste, animals which died from disease, and other wastes capable of transmitting pathogens to humans or animals.

(c) **Biomedical Waste:** Shall mean any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the State of Florida Department of Health represents a significant risk of infection to persons outside the generating facility.

(d) **Bulky Waste:** Shall mean any item whose large size or weight precludes or complicates its handling by normal collection, processing, or disposal methods.

(e) **City:** Shall mean the City of Casselberry.

(f) **Contractor:** Shall mean any person, firm or company that has entered or will enter into an agreement with the COUNTY or CITY for solid waste, recycling, or yard waste collection and disposal services.

(g) **Construction and Demolition Debris (C&D):** Shall mean discarded materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project and clean cardboard, paper, plastic, wood, or metal scraps from a construction project.

(h) **COUNTY:** Shall mean Seminole County, Florida, a political subdivision of the State of Florida.

(i) **Designated Facility:** Shall mean the disposal facility(ies) designated by the COUNTY for receiving solid waste, yard waste, or recyclable material under this Agreement within the solid waste management system. The Designated Facilities pursuant to this Agreement are specified in Exhibit "A", attached hereto and incorporated herein.

(j) **Disposal Fees:** Shall mean the rates charged for disposal or processing of items at the Designated Facilities. The Disposal Fees pursuant to this Agreement are specified in Exhibit "B", attached hereto and incorporated herein.

(k) **Garbage:** Shall mean all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

(l) **Hazardous Waste:** Shall mean solid waste which, because of its quantity, concentration or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

(m) **Household Waste:** Shall mean any solid waste, including garbage, trash and sanitary waste in septic tanks, derived from households, including, but not limited to, single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas.

(n) **Municipal Customer:** Shall mean a municipality that collects refuse and delivers the collected refuse in collection vehicles to a COUNTY facility, or a municipality that contracts for the collection of refuse and directs its contractor to deliver the collected refuse in collection vehicles to a COUNTY facility.

(o) **Recyclable Material:** Shall mean materials capable of being recycled under the COUNTY's Recycling Program and which would otherwise be processed or disposed of as solid waste. Recyclable Material includes newspapers (including inserts), magazines and catalogs, clear, green and brown glass bottles and jars, plastic containers (Nos.1-7), aluminum and steel cans (including empty aerosol cans)

which are collected from curbside recycling programs. Recyclable materials also include telephone books, corrugated cardboard, brown paper grocery bags and paste board such as cereal boxes, soda boxes and tissue boxes.

(p) **Resident:** Shall mean a person whose domicile is within the boundaries of the CITY or the unincorporated COUNTY.

(q) **Residential Waste:** Household refuse generated from the domestic activities of a resident's domicile. Residential waste does not include refuse generated from commercial activities in a domicile or commercial waste brought to a domicile.

(r) **Recycling:** Shall mean any process by which solid waste, or materials which would have otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

(s) **Solid Waste:** Shall mean sludge unregulated under the Federal Clean Water Act or Federal Clean Air Act; sludge from a water supply treatment plant or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material including solid, liquid or semi-solid, or containing gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(t) **Special Waste:** Shall mean those wastes requiring special handling and management, including, but not limited to, white goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue, yard waste, biological wastes and mercury containing devices or lamps.

(u) **White Goods:** Shall mean inoperative and discarded refrigerators, ranges, washers, water heaters, freezers and other similar domestic and commercial large appliances.

(v) **Yard Waste:** Shall mean vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

SECTION 3. COUNTY RESPONSIBILITIES.

(a) The COUNTY agrees to maintain its disposal facilities to ensure adequate capacity for all of the CITY's solid waste disposal and to operate in accordance with all applicable local, State and Federal environmental regulations.

(b) The COUNTY agrees to make its disposal facilities available to the CITY, the residents of the CITY, and the CITY's residential and commercial collection contractor(s) for the Disposal Fees specified in Exhibit "B" at the Designated Facilities for solid waste, yard waste and recyclable material generated from residential and commercial sources.

(c) The COUNTY agrees to provide to the CITY the lowest Disposal Fees charged to any Municipal Customer.

(d) The COUNTY may increase or decrease these fees at any time with ninety (90) days written notice to the CITY as set forth herein. The COUNTY agrees to maintain reasonable Disposal Fees as set by the Board of County Commissioners and established by resolution. Fee increases shall be consistent with the reasonable costs required to operate and maintain the COUNTY's solid waste management system.

(e) The COUNTY agrees to pay CITY a Recycling Share for recyclables as set forth in Exhibit "B".

(f) The COUNTY agrees to maintain and provide services to the CITY as outlined herein:

(1) Tire Amnesty Days, held periodically each year at the Designated Facilities, at which there shall be no charge to residents for the disposal of tires generated from their residential property.

(2) Household Hazardous Waste Disposal. There shall be no charge to residents for the disposal of household hazardous waste generated from their residential property when delivered to the Designated Facilities.

(3) Household Hazardous Waste Amnesty Day(s), held in various locations, at which there shall be no charge to residents for the disposal of hazardous waste generated from their residential property.

(4) Used Oil Collection Centers, at which there shall be no charge to residents for the disposal of used motor oil generated from their residential property.

(5) Sharps Disposal Program, at which there shall be no charge to residents requiring the use of medical sharps, needles or lancets, for Sharps containers and the disposal of the sharps generated from their personal use. The Sharps Disposal containers shall be available at Fire Stations, Health Department locations, and the Designated Facilities.

(6) Inspections shall be provided to businesses generating small quantities of hazardous waste at no charge to the business owner in compliance with Section 403.7225 (11), Florida Statutes. These in-

(1) The initial Disposal Fee schedule shall remain in effect until September 30, 2009. On October 1, 2009, and annually thereafter, as established by resolution of the Board of County Commissioners, the COUNTY may increase disposal charges and recycling processing charges by a rate equal to the increase in the Consumer Price Index - All Urban Consumers (CPI-U). The first rate determination period shall be from January 1, 2004 to the date the new fee schedule is proposed. Subsequent rate determination periods shall be from the date the most recent rate was set to the date the new fee schedule is proposed. CPI price increases will take effect on or after October 1 annually.

(2) Disposal Fee increases directly attributable to changes in law including mandates imposed by Federal and State regulatory agencies shall not be limited by the CPI. The COUNTY shall promptly notify the CITY of any impending or anticipated increases directly attributable to changes in law, including mandates. The COUNTY shall provide to the CITY a written explanation of the fee increase attributable to a change in law. The increase in the Disposal Fee shall take effect after the COUNTY gives ninety (90) days written notice to the CITY that said increase is required.

(3) The COUNTY may initiate non-CPI Disposal Fee increases beyond the CPI for reasons other than changes in law. The COUNTY shall provide to the CITY a written explanation of any non-CPI Disposal Fee increase. If the CITY chooses not to accept the non-CPI Disposal Fee increase proposed by the COUNTY, the CITY may terminate this Agreement with ninety (90) days written notice to the COUNTY.

spections shall assess, notify and verify potential and known generators generating less than 2,200 pounds of hazardous waste in a calendar month. Section 403.7234, Florida Statutes, requires that each county notify known and potential small quantity generators of their legal responsibilities regarding proper waste management practices, and provide a list of available hazardous waste management alternatives.

(7) Hazardous Material Spill Response Coordination. The COUNTY's Environmental Compliance Assistance and Pollution Prevention Programs (ECAP3) Team will be available to the CITY to provide assistance and technical direction in responding to situations involving hazardous materials spill.

(8) Environmental education shall be provided to include, but not be limited to, hazardous waste, pollution and litter prevention, recycling and waste reduction at schools, special events, Designated Facilities, businesses, civic and homeowner association meetings.

(9) Environmental monitoring shall be provided to ensure the Designated Facilities and solid waste management facilities remain in compliance with all local, State and Federal regulations.

(10) Environmental investigation and enforcement cooperation shall be provided. The County's ECAP3 Team will continue to coordinate Environmental Task Force meetings where local agencies can coordinate on environmental crimes initiatives.

(11) Conditionally Exempt Small Quantity Generator Business Collection Events, held periodically, at a Designated Facility or var-

ious sites, at which the County shall extend its contracted disposal rate for disposal of hazardous waste generated at business (businesses must meet Federal and State regulations concerning hazardous waste management and transport).

(12) Disaster Recovery. The COUNTY shall work to cooperatively respond with the CITY for the collection and management of debris management during disaster recovery efforts. The COUNTY's contract for debris management is available for the CITY to "piggy-back" a contract for services.

(13) Mulch and compost shall be available to residents and businesses at the Designated Facilities, at no charge for their use, when the resident or business provides the means to collect and transport mulch and compost from the Designated Facilities.

(14) Recycling Centers, at the Designated Facilities, shall be available at no charge for residents and businesses to deliver recyclable materials generated from their residential or commercial property.

(15) Cooperation on any solid waste management grant programs.

SECTION 4. CITY RESPONSIBILITIES.

(a) The CITY agrees that all solid waste and recyclable materials deemed suitable for processing and disposal collected by the CITY shall be disposed of at the COUNTY Designated Facilities, as set forth in Exhibit "A".

(b) The CITY agrees to cooperate with the COUNTY to provide all necessary information to the COUNTY so that the CITY and the COUNTY

can determine the quantity of the CITY's solid waste and recyclable material being delivered to the Designated Facilities.

(c) The CITY agrees to collect or enter into a collection contract for recyclable materials consistent with recyclables materials accepted and managed by the COUNTY.

(d) The CITY agrees to amend its existing residential solid waste, yard waste and recyclable materials collection agreements, if any, to ensure disposal of all solid waste, yard waste and recyclable materials at COUNTY Designated Facilities as set forth in Exhibit "A".

(e) The CITY agrees to amend its commercial solid waste franchise agreements, if any, to include language recommending that commercial solid waste be disposed of at the COUNTY Designated Facilities set forth in Exhibit "A".

(f) The CITY agrees that as long as this Agreement is in effect and unless it is a violation of any federal anti-trust law, it shall not construct, acquire, operate, or permit any solid waste disposal area which may compete or tend to compete with the COUNTY's System.

(g) The CITY agrees to cooperate with the COUNTY to provide all necessary information to the COUNTY to determine if the COUNTY is meeting the State recycling goal and the requirements of Chapter 403, Part IV, Florida Statutes.

(h) The CITY agrees to provide the COUNTY monthly recycling reports by the 10th day of each month following service.

(i) The CITY agrees to cooperate with the COUNTY on any solid waste management grant programs.

SECTION 5. EFFECTIVE DATE. This Agreement shall become effective on the date hereinabove and remain in full force and effect for ten (10) years and shall automatically be renewed annually thereafter unless terminated earlier by either mutual agreement or by one (1) year prior written notice provided, as set forth hereunder, to the other party on or before the annual renewal date.

SECTION 6. INDEMNIFICATION.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the parties beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

SECTION 7. FORCE MAJEURE. In the event that performance by the COUNTY or CITY of any of their responsibilities under this Agreement shall be interrupted, delayed, or prevented by an occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such party, including, but not limited to, a change in environmental law or regulation rendering performance impractical or

impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For CITY:

City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

SECTION 9. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 10. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

SECTION 11. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 12. PUBLIC RECORDS LAW. CITY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CITY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

SECTION 14. TIME OF THE ESSENCE. Time is of the essence relative to all aspects of performance under the terms of this Agreement.

SECTION 15. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the other party to terminate this Agreement immediately upon delivery of written notice of termination to the other party as provided hereinabove.

SECTION 16. DEFAULT. If any CITY or COUNTY fails to perform any of the terms and conditions of this Agreement for a period of sixty (60) days after receipt of notice of such default from the other party, the party giving notice of default may be entitled to seek specific performance of this Agreement. The parties each acknowledge that monetary damages may be an inadequate remedy for the failure of performance and that the party giving notice is entitled to seek an order requiring specific performance by the defaulting party. In the event that such an order is sought, each party shall be responsible for its own costs and expenses so incurred, including all attorneys fees, if applicable. Failure of any party to exercise its rights in the event of any breach by another party shall not constitute a waiver of such rights. No party shall be deemed to have waived any breach by another party unless such waiver is reduced to writing and executed by the waiving party. Such written waiver shall be limited to terms specifically contained therein. This paragraph shall not prejudice the right of any party to seek such additional remedy at law or equity for any breach hereunder.

SECTION 17. SEVERABILITY. If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way effect the validity of the remaining covenants or provisions of this

Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

ATTEST:

Donna Gardner
DONNA GARDNER, City Clerk

CITY OF CASSELBERRY

By: [Signature]
BOB GOFF, Mayor

Date: 7/29/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: Brenda Carey
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

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

County Attorney
SED/sb
7/29/08 9/17/08

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Attachments:

- Exhibit "A" - Designated Facilities
- Exhibit "B" - Fees and Payments

EXHIBIT "A"
DESIGNATED FACILITIES

Designated Facilities under the terms of this Agreement shall be:

- 1) The Seminole County Osceola Road Landfill located at 1930 East Osceola Road, Geneva, Florida 32732-9551;and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood, Florida 32750.

The Seminole County Osceola Road Landfill accepts solid waste, yard waste, construction and demolition debris, tires, and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.

Citizen delivered household hazardous waste is accepted at the Central Transfer Station.

The Seminole County Osceola Road Landfill and the Central Transfer Station do not accept biological or biomedical wastes.

EXHIBIT "B"
FEES AND PAYMENTS

Seminole County Solid Waste Disposal Fee:	\$33.17 per ton
Seminole County Solid Waste Disposal Fee: (per County Rate Resolution)	\$33.17 per ton

Municipal Customer Recyclables Disposal Fee:	No Charge
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Recycling Revenue Share:	varies
---------------------------------	---------------

The COUNTY shall pay directly to the CITY a revenue share based on the COUNTY's contract for recyclables processing. Terms provided below. The COUNTY shall pay the Municipal Customer a per ton rate equal to the revenue that the COUNTY receives less a \$20 per ton processing fee. The revenue share shall be based on the COUNTY's recycling contract. At the expiration of the COUNTY's recycling contract, the COUNTY and the Municipality shall negotiate a revenue share for recyclable materials based on the COUNTY's next recycling contract. The COUNTY shall advise the CITY as to the status of negotiations. The COUNTY shall consider any written input received from the CITY during the course of such negotiations in order to provide benefits and advantages resulting from such negotiations to both parties.

The CITY shall operate recyclable collection routes to assure the delivery of discrete loads comprised solely of Municipality recyclables to COUNTY facilities. The CITY shall provide sufficient truck and route information so that the COUNTY and the CITY can track and monitor the quantity of recyclables delivered by the CITY to COUNTY facilities.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County and City of Oviedo Solid Waste Management Agreement

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: John Cirello

CONTACT: William (Johnny) Edwards

EXT: 2022

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to sign Seminole County and City of Oviedo Solid Waste Management Agreement.

County-wide

William (Johnny) Edwards

BACKGROUND:

Staff has been working to update the Solid Waste Management Interlocal Agreements with each of the municipalities in Seminole County. Updated Agreements have already been executed with Altamonte Springs and Winter Springs. The Oviedo City Commission approved the Agreement on October 20, 2008. The initial Solid Waste Management Interlocal Agreement was entered into in 1989, and subsequently revised in 1994.

According to the Agreement, the City will direct its contractor to deliver all of the residential solid waste and recyclable material collected in the City to County designated facilities. In return, the County will share recycling revenues with the City. The County will continue to provide the added benefit services for City and County residents and businesses. The term of the Agreement is 10 years, with automatic one-year renewals thereafter, unless terminated with one year's notice.

Commitments of the City include:

- Delivery of all residential solid waste and recyclable material collected by the City's contractor to County designated facilities.
- Amending commercial solid waste franchise agreements to recommend waste deliveries to County designated facilities.
- The City will assist in assuring that discrete loads of City generated residential waste are delivered to County designated facilities.

Service commitments of the County include:

- Operation and maintenance of County disposal facilities to provide adequate disposal capacity for the City's needs.
- Continuation of the current tip fee until September 30, 2009, with annual CPI adjustments allowed annually thereafter.
- Assurance that the City is provided the same tip fee charged to any municipal customer, and assurance that the City is provided the same "Recycling Revenue Share" that any municipal customer receives.
- The County will share revenues from its recycling contract with the City based on the recyclables delivered by the City.
- Continued availability of the County disposal facilities to City residents.

- Continued operation of periodic tire amnesty days providing residents free tire disposal.
- Continued operation of the household hazardous waste collection program.
- Continued operation of periodic off-site household hazardous waste amnesty days.
- Continued operation of public used oil collection centers.
- Continued operation of the sharps disposal program (this program provides free medical needle disposal for residents).
- Continued operation of County-wide hazardous waste inspections pursuant to Section 403.7225 (11), Florida Statutes.
- Continued cooperation on environmental management issues.

This Agreement reflects a commitment by the City of Oviedo and the County to cooperate on solid waste management issues.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Seminole County and City of Oviedo Solid Waste Management Agreement.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

**SEMINOLE COUNTY AND CITY OF OVIEDO
SOLID WASTE MANAGEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, Chapter 403, Part IV, Florida Statutes, delegates the responsibility for providing solid waste disposal facilities to counties; and,

WHEREAS, landfilling is the  primary method of solid waste disposal in Seminole County, Florida; and,

WHEREAS, on or about December 19, 1994, the COUNTY and CITY entered into a Solid Waste Management Interlocal Agreement and the parties now desire to terminate said Agreement and enter into a new agreement which shall wholly and completely supercede said Agreement; and

WHEREAS, the CITY provides for collection and disposal of solid waste from the residents and businesses located within its geographic boundaries and the CITY recognizes the need for safe and sanitary processing and disposal of solid waste; and

WHEREAS, the CITY desires to participate in a coordinated county-wide program for the management of solid waste and control of solid

waste processing and disposal in compliance with Federal, State and local regulations to prevent, control and abate air, water and ground pollution; and

WHEREAS, the CITY and the COUNTY recognize the need to plan and develop an adequate solid waste system to benefit all residents of Seminole County, Florida; and

WHEREAS, the CITY and the COUNTY recognize the importance of environmentally responsible solid waste disposal capacity; and

WHEREAS, the CITY recognizes that the COUNTY's infrastructure provides for the construction, operation, repair and maintenance of COUNTY solid waste disposal facilities, and that this infrastructure was established, and is available, for the use and betterment of all municipalities within the COUNTY; and

WHEREAS, the CITY recognizes that the cost of existing disposal infrastructure is solely supported by the COUNTY's Solid Waste Management Division revenues; and

WHEREAS, Chapter 403, Part IV, Florida Statutes encourages counties to enter into interlocal agreements with municipalities for cooperative solid waste management, including establishing recycling programs and pursuing recycling activities to reduce the impact of solid waste disposal on landfills; and

WHEREAS, the CITY desires to cooperate with the COUNTY toward achievement and maintenance of the State of Florida's recycling goal and compliance with Chapter 403, Part IV, Florida Statutes,

NOW, THEREFORE, in consideration of the mutual covenants and promises by and between the parties hereto, and for the mutual benefit of the CITY and COUNTY and their respective citizens, the parties agree, as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS. The following definitions apply to this Agreement:

(a) **Agreement:** Shall mean this written document and all amendments to it.

(b) **Biological Waste:** Shall mean any solid waste that causes or has the capability of causing disease or infection and includes biomedical waste, animals which died from disease, and other wastes capable of transmitting pathogens to humans or animals.

(c) **Biomedical Waste:** Shall mean any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the State of Florida Department of Health represents a significant risk of infection to persons outside the generating facility.

(d) **Bulky Waste:** Shall mean any item whose large size or weight precludes or complicates its handling by normal collection,

processing, or disposal methods.

(e) **City:** Shall mean the City of Oviedo.

(f) **Contractor:** Shall mean any person, firm or company that has entered or will enter into an agreement with the COUNTY or CITY for solid waste, recycling, or yard waste collection and disposal services.

(g) **Construction and Demolition Debris (C&D):** Shall mean discarded materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project and clean cardboard, paper, plastic, wood, or metal scraps from a construction project.

(h) **COUNTY:** Shall mean Seminole County, Florida, a political subdivision of the State of Florida.

(i) **Designated Facility:** Shall mean the disposal facility(ies) designated by the COUNTY for receiving solid waste, yard waste, or recyclable material under this Agreement within the solid waste management system. The Designated Facilities pursuant to this Agreement are specified in Exhibit "A", attached hereto and incorporated herein.

(j) **Disposal Fees:** Shall mean the rates charged for disposal or processing of items at the Designated Facilities. The Disposal

Fees pursuant to this Agreement are specified in Exhibit "B", attached hereto and incorporated herein.

(k) **Garbage:** Shall mean all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

(l) **Hazardous Waste:** Shall mean solid waste which, because of its quantity, concentration or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

(m) **Household Waste:** Shall mean any solid waste, including garbage, trash and sanitary waste in septic tanks, derived from households, including, but not limited to, single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas.

(n) **Municipal Customer:** Shall mean a municipality that collects refuse and delivers the collected refuse in collection vehicles to a COUNTY facility, or a municipality that contracts for the collection of refuse and directs its contractor to deliver the collected refuse in collection vehicles to a COUNTY facility.

(o) **Recyclable Material:** Shall mean materials capable of being recycled under the COUNTY's Recycling Program and which would otherwise be processed or disposed of as solid waste. Recyclable Material

includes newspapers (including inserts), magazines and catalogs, clear, green and brown glass bottles and jars, plastic containers (Nos.1-7), aluminum and steel cans (including empty aerosol cans) which are collected from curbside recycling programs. Recyclable materials also include telephone books, corrugated cardboard, brown paper grocery bags and paste board such as cereal boxes, soda boxes, tissue boxes, gift boxes and pizza boxes.

(p) **Resident:** Shall mean a person whose domicile is within the boundaries of the CITY or the unincorporated COUNTY.

(q) **Residential Waste:** Household refuse generated from the domestic activities of a resident's domicile. Residential waste does not include refuse generated from commercial activities in a domicile or commercial waste brought to a domicile.

(r) **Recycling:** Shall mean any process by which solid waste, or materials which would have otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

(s) **Solid Waste:** Shall mean sludge unregulated under the Federal Clean Water Act or Federal Clean Air Act; sludge from a water supply treatment plant or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material including solid, liquid or semi-solid, or containing gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(t) **Special Waste:** Shall mean those wastes requiring special handling and management, including, but not limited to, white goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue, yard waste, biological wastes and mercury containing devices or lamps.

(u) **White Goods:** Shall mean inoperative and discarded refrigerators, ranges, washers, water heaters, freezers and other similar domestic and commercial large appliances.

(v) **Yard Waste:** Shall mean vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

SECTION 3. COUNTY RESPONSIBILITIES.

(a) The COUNTY agrees to maintain its disposal facilities to ensure adequate capacity for all of the CITY's solid waste disposal and to operate in accordance with all applicable local, State and Federal environmental regulations.

(b) The COUNTY agrees to make its disposal facilities available to the CITY, the residents of the CITY, and the CITY's residential and commercial collection contractor(s) for the Disposal Fees specified in Exhibit "B" at the Designated Facilities for solid waste, yard waste and recyclable material generated from residential and commercial sources.

(c) The COUNTY agrees to provide to the CITY the lowest Disposal Fees charged to any Municipal Customer.

(d) The COUNTY may increase or decrease these fees at any time with ninety (90) days written notice to the CITY as set forth herein. The COUNTY agrees to maintain reasonable Disposal Fees as set by the Board of County Commissioners and established by resolution. Fee increases shall be consistent with the reasonable costs required to operate and maintain the COUNTY's solid waste management system.

(1) The initial Disposal Fee schedule shall remain in effect until September 30, 2009. On October 1, 2009, and annually thereafter, as established by resolution of the Board of County Commissioners, the COUNTY may increase disposal charges and recycling processing charges by a rate equal to the increase in the Consumer Price Index - All Urban Consumers (CPI-U). The first rate determination period shall be from January 1, 2008 to the date the new fee schedule is proposed. Subsequent rate determination periods shall be from the date the most recent rate was set to the date the new fee schedule is proposed. CPI price increases will take effect on or after October 1 annually.

(2) Disposal Fee increases directly attributable to changes in law including mandates imposed by Federal and State regulatory agencies shall not be limited by the CPI. The COUNTY shall promptly notify the CITY of any impending or anticipated increases directly attributable to changes in law, including mandates. The COUNTY shall provide to the CITY a written explanation of the fee increase attributable to a change in law. The increase in the Disposal Fee shall take effect after the COUNTY gives ninety (90) days written no-

tice to the CITY that said increase is required.

(3) The COUNTY may initiate non-CPI Disposal Fee increases beyond the CPI for reasons other than changes in law. The COUNTY shall provide to the CITY a written explanation of any non-CPI Disposal Fee increase. If the CITY chooses not to accept the non-CPI Disposal Fee increase proposed by the COUNTY, the CITY may terminate this Agreement with ninety (90) days written notice to the COUNTY.

(e) The COUNTY agrees to pay CITY a Recycling Share for recyclables as set forth in Exhibit "B".

(f) The COUNTY agrees to maintain and provide services to the CITY as outlined herein:

(1) Tire Amnesty Days, held periodically each year at the Designated Facilities, at which there shall be no charge to residents for the disposal of tires generated from their residential property.

(2) Household Hazardous Waste Disposal. There shall be no charge to residents for the disposal of household hazardous waste generated from their residential property when delivered to the Designated Facilities.

(3) Household Hazardous Waste Amnesty Day(s), held in various locations, at which there shall be no charge to residents for the disposal of hazardous waste generated from their residential property.

(4) Used Oil Collection Centers, at which there shall be no charge to residents for the disposal of used motor oil generated from their residential property.

(5) Sharps Disposal Program, at which there shall be no charge to residents requiring the use of medical sharps, needles or lancets, for Sharps containers and the disposal of the sharps generated from their personal use. The Sharps Disposal containers shall be available at Fire Stations, Health Department locations, and the Designated Facilities.

(6) Inspections shall be provided to businesses generating small quantities of hazardous waste at no charge to the business owner in compliance with Section 403.7225 (11), Florida Statutes. These inspections shall assess, notify and verify potential and known generators generating less than 2,200 pounds of hazardous waste in a calendar month. Section 403.7234, Florida Statutes, requires that each county notify known and potential small quantity generators of their legal responsibilities regarding proper waste management practices, and provide a list of available hazardous waste management alternatives.

(7) Hazardous Material Spill Response Coordination. The COUNTY's Environmental Compliance Assistance and Pollution Prevention Programs (ECAP3) Team will be available to the CITY to provide assistance and technical direction in responding to situations involving hazardous materials spill.

(8) Environmental education shall be provided to include, but not be limited to, hazardous waste, pollution and litter prevention, recycling and waste reduction at schools, special events, Designated Facilities, businesses, civic and homeowner association meet-

ings.

(9) Environmental monitoring shall be provided to ensure the Designated Facilities and solid waste management facilities remain in compliance with all local, State and Federal regulations.

(10) Environmental investigation and enforcement cooperation shall be provided. The County's ECAP3 Team will continue to coordinate Environmental Task Force meetings where local agencies can coordinate on environmental crimes initiatives.

(11) Conditionally Exempt Small Quantity Generator Business Collection Events, held periodically, at a Designated Facility or various sites, at which the County shall extend its contracted disposal rate for disposal of hazardous waste generated at business (businesses must meet Federal and State regulations concerning hazardous waste management and transport).



(12) Disaster Recovery. The COUNTY shall work to cooperatively respond with the CITY for the collection and management of debris management during disaster recovery efforts. The COUNTY's contract for debris management is available for the CITY to "piggy-back" a contract for services.

(13) Mulch shall be available to residents and businesses at the Seminole County Osceola Road Landfill, at no charge for their use, when the resident or business provides the means to collect and transport mulch.

(14) Recycling Centers, at the Designated Facilities, shall be available at no charge for residents and businesses to deliver re-

cyclable materials generated from their residential or commercial property.

(15) Cooperation on any solid waste management grant programs.

SECTION 4. CITY RESPONSIBILITIES.

(a) The CITY agrees that all solid waste and recyclable materials deemed suitable for processing and disposal collected by the CITY shall be disposed of at the COUNTY Designated Facilities, as set forth in Exhibit "A".

(b) The CITY agrees to cooperate with the COUNTY to provide all necessary information to the COUNTY so that the CITY and the COUNTY can determine the quantity of the CITY's solid waste and recyclable material being delivered to the Designated Facilities.

(c) The CITY agrees to collect or enter into a collection contract for recyclable materials consistent with recyclables materials accepted and managed by the COUNTY.

(d) The CITY agrees to amend its existing residential solid waste, yard waste and recyclable materials collection agreements, if any, to ensure disposal of all solid waste, yard waste and recyclable materials at COUNTY Designated Facilities as set forth in Exhibit "A".

(e) The CITY agrees to amend its commercial solid waste franchise agreements, if any, to include language recommending that commercial solid waste be disposed of at the COUNTY Designated Facilities set forth in Exhibit "A".

(f) The CITY agrees that as long as this Agreement is in effect and unless it is a violation of any Federal anti-trust law, it shall not construct, acquire, operate, or permit any solid waste disposal area which may compete or tend to compete with the COUNTY's System.

(g) The CITY agrees to cooperate with the COUNTY to provide all necessary information to the COUNTY to determine if the COUNTY is meeting the State recycling goal and the requirements of Chapter 403, Part IV, Florida Statutes.

(h) The CITY agrees to provide the COUNTY monthly recycling reports by the 10th day of each month following service.

(i) The CITY agrees to cooperate with the COUNTY on any solid waste management grant programs.

SECTION 5. EFFECTIVE DATE. This Agreement shall become effective on the date hereinabove and remain in full force and effect for ten (10) years and shall automatically be renewed annually thereafter unless terminated earlier by either mutual agreement or by one (1) year prior written notice provided, as set forth hereunder, to the other party on or before the annual renewal date.

SECTION 6. INDEMNIFICATION.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy

or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the parties beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

SECTION 7. FORCE MAJEURE. In the event that performance by the COUNTY or CITY of any of their responsibilities under this Agreement shall be interrupted, delayed, or prevented by an occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such party, including, but not limited to, a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County
Department of Environmental Services
1101 East First Street
Sanford, Florida 32771
Attention: Department Director

For CITY:

City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765
Attention: City Manager

SECTION 9. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 10. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

SECTION 11. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 12. PUBLIC RECORDS LAW. CITY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CITY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their

respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

SECTION 14. TIME OF THE ESSENCE. Time is of the essence relative to all aspects of performance under the terms of this Agreement.

SECTION 15. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the other party to terminate this Agreement immediately upon delivery of written notice of termination to the other party as provided hereinabove.

SECTION 16. DEFAULT. If any CITY or COUNTY fails to perform any of the terms and conditions of this Agreement for a period of sixty (60) days after receipt of notice of such default from the other party, the party giving notice of default may be entitled to seek specific performance of this Agreement. The parties each acknowledge that money damages may be an inadequate remedy for the failure of performance and that the party giving notice is entitled to seek an order requiring specific performance by the defaulting party. In the event that such an order is sought, each party shall be responsible for its own costs and expenses so incurred, including all attorneys fees, if ap-

plicable. Failure of any party to exercise its rights in the event of any breach by another party shall not constitute a waiver of such rights. No party shall be deemed to have waived any breach by another party unless such waiver is reduced to writing and executed by the waiving party. Such written waiver shall be limited to terms specifically contained therein. This paragraph shall not prejudice the right of any party to seek such additional remedy at law or equity for any breach hereunder.

SECTION 17. SEVERABILITY. If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way effect the validity of the remaining covenants or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

ATTEST:



BARBARA BARBOUR, City Clerk

CITY OF OVIEDO

By: 

MARY LOU ANDREWS, Mayor
DOMINIC PERSAMPIERE, Deputy Mayor 

Date: 10/20/2008

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency

County Attorney

SED/sb

9/17/08

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Attachments:

Exhibit "A" - Designated Facilities

Exhibit "B" - Fees and Payments



EXHIBIT "A"
DESIGNATED FACILITIES

Designated Facilities under the terms of this Agreement shall be:

- 1) The Seminole County Osceola Road Landfill located at 1930 East Osceola Road, Geneva, Florida 32732-9551; and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood, Florida 32750.

The Seminole County Osceola Road Landfill accepts solid waste, yard waste, construction and demolition debris, tires, and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.

Citizen delivered household hazardous waste is accepted at the Central Transfer Station.

The Seminole County Osceola Road Landfill and the Central Transfer Station do not accept biological or biomedical wastes.



EXHIBIT "B"
FEES AND PAYMENTS

Seminole County Solid Waste Disposal Fee: \$33.17 per ton
Seminole County Solid Waste Disposal Fee: \$33.17 per ton
(per County Rate Resolution)

Municipal Customer Recyclables Disposal Fee: **No Charge**

Recycling Revenue Share: **varies**

The COUNTY shall pay directly to the CITY a revenue share based on the COUNTY's contract for recyclables processing. Terms provided below. The COUNTY shall pay the Municipal Customer a per ton rate equal to the revenue that the COUNTY receives less a \$20 per ton processing fee. The revenue share shall be based on the COUNTY's recycling contract. At the expiration of the COUNTY's recycling contract, the COUNTY and the Municipality shall negotiate a revenue share for recyclable materials based on the COUNTY's next recycling contract. The COUNTY shall advise the CITY as to the status of negotiations. The COUNTY shall consider any written input received from the CITY during the course of such negotiations in order to provide benefits and advantages resulting from such negotiations to both parties.

The CITY shall operate recyclable collection routes to assure the delivery of discrete loads comprised solely of Municipality recyclables to COUNTY facilities. The CITY shall provide sufficient truck and route information so that the COUNTY and the CITY can track and monitor the quantity of recyclables delivered by the CITY to COUNTY facilities.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Landfill Gas Consent Agreement between Seminole County, Seminole Energy LLC, and the Bank of New York Mellon

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: John Cirello

CONTACT: William (Johnny) Edwards

EXT: 2022

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to sign Consent Agreement with Seminole Energy LLC and Bank of New York Mellon.

County-wide

William (Johnny) Edwards

BACKGROUND:

On November 21, 2006, Seminole County entered into a Landfill Gas Purchase Agreement and on October 22, 2007, a License Agreement (Agreements) with Seminole Energy LLC. The Agreements resulted in the construction of the Landfill Gas Utilization Facility (Facility) that currently produces electricity from the combustion of landfill gas recovered from Seminole County's Osceola Road Landfill.

On January 31, 2008, LES Project Holdings LLC, parent company of Seminole Energy LLC, entered into Credit and Security Agreements (Security Agreements) with the Bank of New York Mellon (Bank) for the refinancing of the capital utilized to construct the Facility. Among the collateral included within the Security Agreements is the Facility.

The proposed Consent Agreement gives the County's consent to replacing Seminole Energy, LLC with the Bank in the event that LES Project Holdings LLC is unable to meet its obligations within the Security Agreements and the Bank exercises its right to foreclose on collateral. The County's consent, however, is subject to the Bank satisfying certain substantive commitments to the sole satisfaction of the County with regard to the Facility. The Consent Agreement modifies no other terms of the Agreements.

In the event of a foreclosure and prior to the replacement of Seminole Energy, LLC with the Bank, the Bank must comply with certain commitments to include:

- Provide the County assurances as to the financial and technical qualifications of the new Facility owner/operator, and
- Require the new Facility owner/operator to assume and agree, in writing, to perform all requirements and obligations set forth in the Agreements. These obligations include, but are not limited to Facility operation, routine maintenance of the wellfield, payment for the rights to utilize the landfill gas, payment for leasing of the County's flares, and payment for landfill gas delivered.

Commitments of the County include:

- Written notification to the Bank if Seminole Energy LLC fails to meet its obligations within the Agreements.

STAFF RECOMMENDATION:

Staff recommends that the Chairman execute Consent Agreement with Seminole Energy LLC and Bank of New York Mellon.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

This CONSENT AND AGREEMENT, dated as of _____, 2008 (this "Consent"), is by and among County of Seminole, a political subdivision of the State of Florida (together with its permitted successors and assigns, "Owner"), The Bank of New York Mellon, not in its individual capacity but solely in its capacity as collateral agent (together with its designee(s) or assignee(s) and its permitted successors and assigns in such capacity, "Collateral Agent") for the secured parties (the "Secured Parties") under the Security Agreement (as defined below), and Seminole Energy LLC, a limited liability company formed under the laws of the State of Florida (together with its permitted successors and assigns, "Project Company").

RECITALS

A. Project Company owns an approximately 6.4 megawatt landfill gas to energy facility in Geneva, Florida, known as the Seminole Energy Project (the "Project").

B. Owner owns and operates the Osceola Road Solid Waste Management Facility upon which the Project is located.

C. In order to finance the acquisition of the Project and certain other assets related thereto, LES Project Holdings LLC, a limited liability company formed under the laws of the State of Delaware ("Borrower"), has entered into that certain Credit Agreement, dated as of January 31, 2008 (as further amended, restated, refinanced in whole or in part, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, certain affiliates of Borrower including Project Company, Collateral Agent, the financial institutions from time to time parties thereto, and each of the agents and arrangers listed on the signature pages thereto.

D. Owner and Project Company have entered into (i) that certain Landfill Gas Purchase Agreement dated as of November 21, 2006 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Gas Agreement") and (ii) that certain License Agreement dated as of October 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "License Agreement," and together with the Gas Agreement, the "Assigned Agreements").

E. Pursuant to a security agreement executed by Project Company and Collateral Agent (as amended, amended and restated, refinanced in whole or in part, supplemented or otherwise modified from time to time, the "Security Agreement"), Project Company has agreed, among other things, to assign, as collateral security for its obligations under the Credit Agreement and any debt refinancing thereof (whether through the issuance of debt securities or otherwise) (the "Secured Obligations"), all of its right, title and interest in, to and under the Assigned Agreements to Collateral Agent for the benefit of the Secured Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

Owner consents to the collateral assignment under the Security Agreement of all of Project Company's right, title and interest in, to and under the Assigned Agreements (collectively, the "Assigned Interests") and acknowledges that, if Collateral Agent notifies Owner in writing that it has elected to exercise its rights and remedies pursuant to the Security Agreement with respect to the foreclosure of any Assigned Interest, then (i) Collateral Agent or any assignee and/or designee of such Assigned Interest (a "Subsequent Owner") shall be substituted for Project Company under the applicable Assigned Agreement and (ii) Owner shall recognize Collateral Agent or the Subsequent Owner, as the case may be, as its counterparty under such Assigned Agreement; provided that any such Subsequent Owner, as determined by Owner in the exercise of its reasonable discretion, (A) has the financial capability that is not less than the financial capability of the Project Company, (B) has the requisite technical experience (or has engaged a third party with the requisite technical experience) to operate the Project, (C) is not engaged in any material dispute, claim or cause of action with Owner (and no reasonable basis for any of the foregoing exists) as of the date of any such proposed transfer of the Assigned Interests and (D) assumes and agrees in writing to perform all of the Project Company's obligations under the Assigned Agreements.

If Project Company defaults in the performance of any of its obligations under either Assigned Agreement, Owner will give written notice of such default to Collateral Agent and afford Collateral Agent the opportunity to cure such default within the applicable cure period provided in such Assigned Agreement. Each of Owner and Project Company hereby agree that without the prior written consent of the Collateral Agent it will not enter into any amendment, supplement or other modification of either of the Assigned Agreement that has the effect of shortening the cure periods for default provided for therein.

Owner acknowledges and agrees that the Collateral Agent and the Secured Parties shall have no liability or obligation under either Assigned Agreement as a result of this Consent except during any period in which Collateral Agent is a Subsequent Owner or with respect to any obligations of Project Company under either such Assigned Agreement that it has elected to cure pursuant to the provisions of this Consent.

Owner hereby represents, in favor of Collateral Agent, as of the date hereof, that (i) the execution, delivery and performance by Owner of this Consent and the Assigned Agreements have been duly authorized by all necessary corporate or other action on the part of Owner, (ii) each of this Consent and the Assigned Agreements is in full force and effect and constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and general equitable principles, (iii) Owner is not in default of any of its obligations under either Assigned Agreement, nor do there presently exist any material disputes between Owner and Project Company under either Assigned Agreement, and (iv) Owner has no notice of, and has not consented to, any previous assignment by Project Company of all or any part of its rights under either Assigned Agreement.

Any communications between the parties hereto or notices provided herein to be given may be given to the following addresses:

If to Project Company:

c/o Michigan Cogeneration Systems, Inc.
29261 Wall Street
Wixom, Michigan 48393
Facsimile: (248) 380-2038
Telephone: (248) 380-3920
E-mail: Sheila.Miller@landfillenergy.com
Attention: Sheila Miller

If to Owner:

Seminole County
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771
Attention: Richard A. Meinert, Operations Manager
Solid Waste Management

If to Collateral Agent:

The Bank of New York Mellon
101 Barclay Street, 8W
New York, New York 10286
Attention: Corporate Trust Division – Corporate Finance Unit
Facsimile: (212) 815-5704

This Consent shall be binding upon Owner and its permitted successors and assigns and shall inure to the benefit of Collateral Agent, its designee(s) and assignee(s) and their respective successors and assigns (including, without limitation, any entity that refinances all or any portion of the Secured Obligations). The Credit Agreement, the Security Agreement, any related financing documents and the security interests granted thereunder may be amended, restated, refinanced (in whole or in part), supplemented or otherwise modified from time to time without Owner's consent and without affecting the validity or enforceability of this Consent.

This Consent and the rights and obligations of the parties under this Consent shall be construed in accordance with and governed by the laws of the State of Florida. This Consent may be executed in any number of counterparts and by different parties to this Consent on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed and delivered by their duly authorized officers as of the date first above written.

Attest:

Board of County Commissioners
Seminole County, Florida

MaryAnne Morse
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Name: _____
Title: _____

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.

Name:
Title:

The Bank of New York Mellon,
as Collateral Agent

By: _____
Name: Beata Hryniewicka
Title: Assistant Vice President

Seminole Energy LLC,
as Project Company

By: _____
Name: WILLIAM L. OWEN
Title: VICE PRESIDENT

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Services extension through September 30, 2009

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: John Cirello

CONTACT: William (Johnny) Edwards

EXT: 2022

MOTION/RECOMMENDATION:

Approve renewal of Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Services, as amended, for the following firms for the period from October 1, 2008 to September 30, 2009.

One Waste Services, Inc., d/b/a Metro Waste Services

Republic Services of Florida, LP

Waste Management, Inc. of Florida

Waste Pro of Florida, Inc.

Waste Services of Florida, Inc.

County-wide

William (Johnny) Edwards

BACKGROUND:

Firms collecting commercial garbage in unincorporated Seminole County are required to obtain Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Service (Commercial Franchise Agreements) from the County. In the Commercial Franchise Agreements, Section 2. Term, allows for the agreements to be “. . . renewed thereafter at the County’s option for successive periods not to exceed one (1) year each, unless terminated as provided herein; provided, however, that the agreement shall not be extended by renewal beyond September 30, 2009.” Staff is recommending renewal of the Commercial Franchise Agreements for the final one (1) year period. The renewal is from October 1, 2008 to September 30, 2009. These firms submitted a timely franchise renewal application and application fees in September 2008. Staff has been working with the firms to assure that any outstanding administrative issues, including insurance concerns, were resolved before the Agreements were placed before the Board of County Commissioners for renewal. The above listed firms have provided complete and satisfactory Commercial Franchise Agreement renewal information to the County.

To provide additional background information on this item, a copy of each firms' Exhibit “C” Seminole County Non-Exclusive Commercial Franchise Holder Application / Annual Renewal and Update submittal is attached. Also, a copy of Republic Services' original Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service and a copy of its Amendment to Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service are attached.

STAFF RECOMMENDATION:

Staff recommends Board approval to renew the Commercial Franchise Agreements for Commercial Solid Waste Collection Services for a period from October 1, 2008 to September 30, 2009, for the following companies:

One Waste Services, Inc., d/b/a Metro Waste Services
Republic Services of Florida, LP
Waste Management, Inc. of Florida
Waste Pro of Florida, Inc.
Waste Services of Florida, Inc.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
Taylor Coker
DEPUTY CLERK

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE BY**

THIS AGREEMENT made and entered into this 14th day of November, 2003, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "County") and Republic Services of Florida, LP a corporation authorized to do business in Florida, whose address is 11255 Rocket Blvd. Orlando, Florida 32824 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor collects and transports commercial solid waste generated in areas of unincorporated Seminole County; and

WHEREAS, the County desires to ensure that such activities are performed by the competent and qualified Contractor in accordance with applicable Federal, State, and local laws and consistent with the public interest; and

WHEREAS, Contractor is competent and qualified to provide commercial solid waste collection services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated herein,

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

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State or local law, the definitions herein shall prevail. However, nothing

contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to Federal, State or local law. The following terms are defined as follows:

(a) **Agreement.** This Non-Exclusive Franchise Agreement and all written amendments to it.

(b) **Biomedical Waste.** Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Department of Health represents a significant risk of infection to persons outside the generating facility.

(c) **Bulky Waste.** Any non-vegetative tangible item such as furniture, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors such as but not limited to cars, trucks, motorcycles and boat motors) or similar items not having a useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.

(d) **Collection.** The process whereby commercial solid waste is removed from the location where it is generated and transported to a County Designated Disposal Facility.

(e) **Commercial Solid Waste.** Garbage, Bulky Waste, Trash, or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at commercial businesses including, but not limited to, stores, offices, restaurants, and warehouses, governmental and institutional office

buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, and other buildings and parcels of property that have more than four (4) Residential Units under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or Recovered Materials.

(f) **Commercial Solid Waste Collection Service.** The collection, disposal and recycling of waste generated by a commercial property which is provided by the Contractor for a fee.

(g) **Construction and Demolition Debris (C&D).** Materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining waste other than C&D with C&D will cause it to be classified as other than C&D.

(h) **Container.** Any open top or compactor roll-off box that is used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.

(i) **Contract Administrator.** The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.

(j) **Contractor.** That person or entity serving as an independent contractor, including its employees, servants, partners, principals and agents that has obtained from the County a franchise to provide the services set forth in this Agreement.

(k) **County.** This term shall mean Seminole County, a political subdivision of the State of Florida.

(l) **Customer.** A Person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from the Contractor.

(m) **Designated Disposal Facility.** The management facility designated by the County for receiving Commercial Solid Waste in accordance with this Agreement.

(n) **Garbage.** All putrescible waste, including but not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that falls within the definition of Special Waste.

(o) **Garbage Cart.** Any commonly available Solid Waste receptacle made of light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and has a capacity of at least 64 gallons.

(p) **Hazardous Waste.** Solid Waste that is regulated by the State of Florida, Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, State, or Federal law.

(q) **Industrial Solid Waste.** Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products

or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(r) **Person.** A person, natural or artificial, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

(s) **Recovered Materials.** Materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

(t) **Recyclable Material.** Materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

(u) **Residential Solid Waste.** Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.

(v) **Residential Unit.** A structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

(w) **Service Area.** The unincorporated area of the County, as set forth in Exhibit "A," attached hereto and incorporated herein, for which the Contractor has an executed Agreement to provide Services.

(x) **Source Separated.** Recovered Materials which are separated from solid waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated when such materials contain more than ten percent (10%) solid waste by volume or weight.

(y) **Special Waste.** Those wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, biohazardous waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, Yard Waste and Hazardous Waste.

(z) **Trash.** Accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

(aa) **Uncontrollable Forces.** Any event which results in the prevention or delay of performance by a party of its obligation under this Agreement which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage.

(bb) **Yard Waste.** All accumulations of vegetative matter from yard and landscaping maintenance such as but not limited to, leaves, grass or shrubbery cuttings and other refuse attendant to the care of lawns, shrubbery, vines, trees and tree limbs.

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding, and shall be renewed thereafter at the County's option for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

Section 3. Commencement of Services. The services provided by the Contractor under this Agreement shall commence effective October 1, 2003.

Section 4. Services Provided by the Contractor. The Contractor is hereby granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services as defined in this Agreement to the Service Area as described in Exhibit "A".

(a) Commercial Solid Waste Collection Services. The Contractor shall provide Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance shall not be created and the public health, safety and welfare shall be protected. The Contractor may, at its discretion, offer services to the Customer beyond the description of services and the scope of this Agreement in the Service Area.

(1) Commercial Solid Waste Collection Service shall be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County shall be transported to and disposed of at a County Designated Disposal Facility as set forth in Exhibit "B," attached hereto and incorporated herein.

(2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by the Contractor shall be determined by the Customer and the Contractor. The Contractor shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that commercial solid waste is not placed or stored outside the Containers or Carts.

(3) The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, the Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of solid waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection shall be clearly labeled for identification, education and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) The Contractor shall thoroughly empty all Containers or Garbage Carts. The Contractor shall not combine solid waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services.

(1) The Contractor shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a County Non-Exclusive Franchise Agreement, or a holder of a County Certificate of Public Convenience and Necessity.

(2) Recyclables delivered to the Seminole County Central Transfer Station must be collected in two (2) streams: (1) a fiber stream consisting of newspaper, magazines, and catalogs; and (2) a commingled container stream consisting of plastic bottles, Numbers 1 through 7, clear, green, and brown glass bottles and jars, aluminum and steel cans to be consistent with the County's transfer and processing of recyclables.

(3) The parties recognize that the Contract Administrator may add or delete items or components deemed to constitute Recyclable Material to the County's Recycling Program. The Contractor shall not combine Recyclable Material with solid waste or Yard Waste.

(c) Commercial Yard Waste Collection Services. The Contractor shall collect Yard Waste separately from other types of Commercial Solid Waste.

Section 5. Other Waste Services. The Contractor shall not be required to collect and dispose of Biohazardous Waste, Biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, the Contractor may offer these Services in its Service Area.

Collection and disposal of the wastes identified in this section are not regulated under this Agreement. If these services are provided by the Contractor they shall be in strict compliance with all Federal, State, local laws and regulations.

Section 6. Contractor's Rates, Billing Collection and Method of Collection.

(a) The Contractor shall be solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the customer. Services shall be solely billed and collected by the Contractor at a rate to be agreed upon between the Contractor and the Customer.

(b) The Contractor may, at the Contractor's discretion, terminate any Services for Customers failing to pay for Services.

Section 7. Fees.

(a) Franchise. The Contractor shall pay the County the franchise fee, if any, in effect at the time of collection for all commercial solid waste collected in the Service Area. The monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly Franchise Fee payment shall be delivered to the Contract Administrator no later than twenty (20) days after the end of the month when the Contractor's service was provided.

(b) Tipping. Subject to the provisions herein, the Contractor shall pay to the County the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste delivered by the Contractor to the Designated Facility.

Section 8. Certification and Renewal Fees. The Contractor shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached hereto and incorporated herein as Exhibit "C," for the collection of commercial solid waste. Said form shall be submitted annually or on or before September 30th following the execution of the Agreement. The County may, by duly adopted resolution, amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) The County may terminate this Agreement by giving the Contractor thirty (30) days written notice upon the occurrence of any of the following:

(1) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or material, and said default is not cured within thirty (30) days of receipt of written notice by the Contractor of the County's written notice to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the Contract Administrator to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30)

days and [b] that it is proceeding with diligence to cure said default and such default will be cured within a reasonable period of time).

(2) Contractor shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

(3) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case said default shall be deemed immediate; or

(4) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the assets of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or

(b) Conditions beyond the control of the Contractor are not conditions of default including riots, acts of God, war, governmental laws, regulations or restrictions.

Section 10. Designated Disposal Facilities Calculation. In any year during the Agreement, if the Contractor collects or receives commercial solid waste generated or produced in the Service Area, but the Contractor fails to deliver the commercial solid waste to the Designated Disposal Facility, as required herein, the Contractor shall: (a) pay the County for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to the Contractor's business in the Service Area. The following formula shall be used to calculate the amount to be paid the County:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of commercial solid waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of commercial solid waste that the Contractor delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that the County charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due the Contractor to the County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for solid waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing by twelve (12). The amount owed the County shall be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) The Contractor shall provide at all times and in good working condition collection equipment, meeting industry standards, sufficient to permit the Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter, the Contractor shall provide to County and maintain a list of the equipment assigned by the Contractor to provide Services under this Agreement. The list shall include the year, make, model, vehicle type, license tag number and fleet identification number for each vehicle. All trucks and auxiliary equipment will be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and hydraulic fluids into the environment. The collection equipment list shall include all Containers and Garbage Carts used in the Service Area, listing the type and size of container and the identification number (if any) for each Container or Garbage Cart.

(b) The Contractor shall have equipment available to ensure that the Contractor can adequately and efficiently perform the duties specified in this Agreement at all times. The Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

(c) Equipment Markings. Equipment is to be maintained in a safe working condition and shall prominently display the name and telephone number of the Contractor and vehicle number on each side of all collection vehicles in letters of not less than twelve (12) inches in

size. The rear of the vehicle shall display signs warning the public of frequent stops. All vehicles shall be numbered and a record kept of each vehicle to which each number is assigned. The Contractor shall affix on the Contractor's trucks non-transferable decals issued by the County. These decals shall identify the Contractor as a County franchise with the right to provide Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals shall be re-issued annually on or about September 30th to the Contractor upon renewal of the Agreement.

Section 12. Office.

(a) The Contractor shall maintain, at its expense, an office within the geographic area of Seminole County where service inquiries and complaints can be received or, in the alternative, a toll-free telephone access for Customers residing within the Service Area. The Contractor's office shall be equipped with sufficient telephones and shall have responsible persons on duty during operating hours and shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. The Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints during all times when telephones are not answered by Contractor employees.

(b) Emergency Contact. The Contractor shall provide the Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the ability to authorize Contractor operations in case of County direction in situations requiring immediate attention.

(c) Designation of Agent. The Contractor shall designate in writing to the Contract Administrator annually, on or before September 30th, the person to serve as liaison between the Contractor and the Contract Administrator. The Contractor shall notify the Contract Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. The Contractor shall obtain, at its expense, all permits and licenses required by law or rule and maintain the permits and licenses in full force and effect throughout the Agreement.

Section 14. Manner of Collection. The Contractor shall perform collection services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks or mailboxes. The Contractor shall handle Containers and Garbage Carts with reasonable care and return them standing upright with covers in place to the approximate location from which they were collected.

Section 15. Personnel of the Contractor.

(a) The Contractor shall employ competent and qualified personnel and provide operating and safety training to ensure performance of obligations and duties as set forth herein. The Contractor's collection personnel shall not use obscene or other offensive language or gestures and shall treat the public, County staff, and Customers in a polite and courteous manner.

(b) Applicable Laws. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all Federal, State and local requirements related to their employment and position.

(c) Drivers. Each driver of any collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle that is being operated.

(d) Prudent Procedures. Contractors shall use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have given prior written permission. Care shall be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs and other plantings.

(e) All of the Contractor's collection personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of collection Services.

Section 16. Ownership and Maintenance of Containers. The Contractor shall provide Containers or Garbage Carts to a Customer. At its option, however, the Customer may use its own compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by the Contractor must be in good condition and properly maintained. Each Container provided by the Contractor shall be labeled on two (2) sides with the Contractor's name and telephone number in letters and numbers that are plainly visible and at least twelve (12) inches in size. Containers or Carts used for Recycling or Yard Waste Collection shall be clearly labeled for identification, education and enforcement purposes.

Any Container or Garbage Cart damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days, at

no cost to the Customer. The replacement must be similar to the original in style, material, quality and capacity.

Section 17. Spillage and Litter. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection Services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

Section 18. Insurance.

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

(1) The Contractor shall furnish the Contract Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability and Business Automobile). The County, its officials, officers and employees shall be additional insureds. The Certificate of Insurance shall provide that the County shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the County with a renewal or replacement Certificate of Insurance not less than

(30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

(4) Neither approval by the County nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for liability, damages and accidents.

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

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

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

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company. The Business Auto Policy may be issued by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

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

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

termination date. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) The Contractor's insurance shall cover the Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for any other applicable Federal or State law.

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

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

LIMITS

\$500,000.00	(Each Accident)
\$500,000.00	(Disease Each Employee)
\$500,000.00	(Disease Policy Limit)

(2) Commercial General Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	LIMITS
General Aggregate	\$1,000,000.00
Personal Injury & Advertising Limit,	\$1,000,000.00
General Liability Per Occurrence Bodily Injury & Property Damage	\$1,000,000.00

(3) Business Automobile Liability.

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

(B) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to

an aggregate, the Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the Contractor shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

LIMITS

Bodily Injury and Property \$ 1,000,000.00
Damage Liability Combined
Per Occurrence

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

(e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

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

Section 19. Indemnification.

(a) The Contractor shall indemnify and save harmless the County, its Commissioners, officers, agents and employees from and against any

claim, demand or cause of action of whatsoever kind or nature allegedly arising out of or related to the performance of Services under this Agreement by the Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) The Contractor shall require all subcontractors, if subcontractors are approved by the County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify the County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of the Contractor an agent, officer or employee of the County.

(d) Each parent company, subsidiary or joint venturor of the Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified the County under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) The Contractor shall file monthly, with the County (on or before the 20th day of the following month) in the format attached hereto and incorporated herein as Exhibit "D," a written report identifying the types and amounts of waste collected and the amount of the Franchise Fee, if any, due the County for the Commercial Solid Waste Collection Services provided by the Contractor during the preceding month. This report shall be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. Should the Contractor subsequently discover an error in a report submitted to the Contract

Administrator, the Contractor shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of said error.

(b) The Contractor shall maintain books and records of the information included in all reports submitted pertaining to the services provided hereunder, such books and records shall be available for inspection and audit by the County at all reasonable times. The monthly reports shall be designed to assist the County in meeting any local, State or Federal reporting requirements.

(c) The Contractor shall file with the Contract Administrator all documents and reports required by this Agreement. During the month of September for each year this Agreement is in effect, the Contractor shall certify to the Contract Administrator that all required documents such as, but not limited to, certificates of insurance, audits, compilations, and list of collection equipment are current and on file with the County.

Section 21. Records. The Contractor shall allow the County, or its authorized agent, access to the Contractor's records as are related to all Services provided under this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the Agreement and for three (3) years from the date of expiration of this Agreement for inspection by the County or other authorized County representative.

Section 22. Notice.

Whenever either party desires to give notice unto the other, notice shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows to:

For County:

Director
Department of Environmental Services
500 W. Lake Mary Blvd.
Sanford, Florida 32773

For Contractor:

Republic Services of Florida L.P.
Richard Conde
11277 Rocket Blvd.
Orlando, FL 32829

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 23. Employee Status. Persons employed by the Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

Section 24. Conflict of Interest. Contractor 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.

Section 25. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement shall in no way affect the right of either party thereafter to enforce the provisions of this Agreement. Nor shall waiver by either party of any breach of any provisions of this Agreement be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) The County shall, at all times, hold title and ownership to all solid waste and all other material collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific prior written authorization from the Contract Administrator. All responsibilities for the safe and proper transportation of the materials to the County Designated Disposal Facility shall be with the Contractor.

(b) Notwithstanding the above, the Contractor may take, keep, process, alter, and sell Source Separated Recyclable Material that is collected by the Contractor in the Service Area in accordance with this Agreement; provided, however, that the Recyclable Material is recycled and the amount of such Recyclable Materials is reported to the Contractor Administrator as described in Exhibit "D," and excluding any material destined for any use that constitutes disposal. Materials not recycled, including any materials remaining after Recyclable Materials are removed from a load of Source Separated Recyclable Material shall be delivered by Contractor to a Designated Facility.

Section 27. Law to Govern. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions shall be in Seminole County, Florida and Federal actions shall be in the Middle District of Florida.

Section 28. Compliance with Laws. The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public policy or shall for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any term, condition, covenant or obligation herein which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County. Assignments within the Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to the Contractor shall cease. In the event of any assignment, the assignee shall fully assume all the liabilities of the

Contractor and the assignor shall remain as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, the County shall have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor reasonable notice of any proposed change by the County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor reasonably necessary to protect the public safety, health and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, the County and the Contractor shall negotiate in good faith, other obligations required of the Contractor due to any modification in the Agreement under this Section.

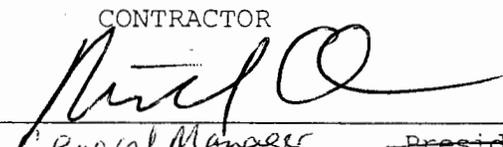
Section 32. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 33. Third-Party Beneficiaries. No provision of this Agreement is intended to create nor shall create any third-party beneficiaries hereunder, nor authorize any person not a party hereunder to maintain an action pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

ATTEST:

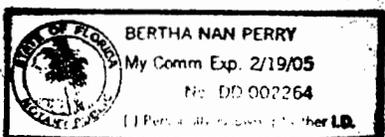

Secretary
(CORPORATE SEAL)

CONTRACTOR
By: 
General Manager President
Date: 11/14/03

STATE OF FLORIDA)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this 14 day of November, 2003 before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard Conde and Gay Thompson, as President and Secretary respectively, of who is personally known to me or who has produced _____ as identification. 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.

Print Name Bertha Nan Perry
Notary Public in and for the County
and State Aforementioned
My commission expires:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:



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

By:



DARYL G. MCLAIN, Chairman

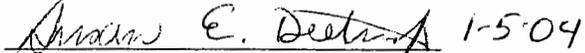
Date:

1-8-04

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 14 Oct., 2003
regular meeting.

 1-5-04

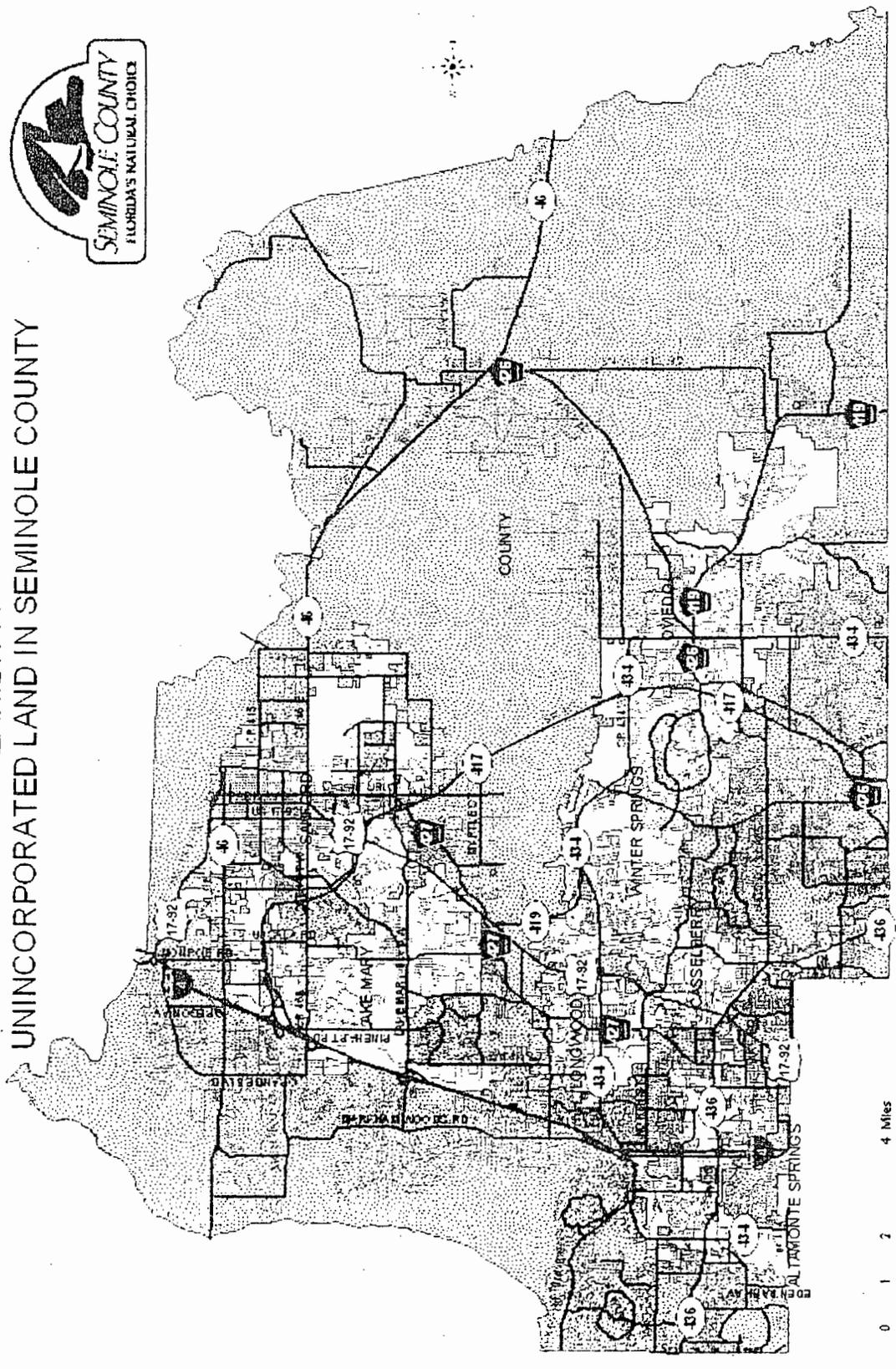
County Attorney
SED/lpk
10/15/03
solid waste collect franchise agt 9

4 Attachments:

- Exhibit "A" - Map of Franchise Area
- Exhibit "B" - County Designated Disposal Facility
- Exhibit "C" - Application/Annual Renewal and Update Form
- Exhibit "D" - Monthly Report

EXHIBIT "A"
Service Area

EXHIBIT A
UNINCORPORATED LAND IN SEMINOLE COUNTY



“Exhibit B”
Seminole County Non-Exclusive Commercial Franchise Holder
Designated Facilities

Designated Facilities under the terms of this Agreement shall be:

- 1) The Osceola Road Landfill located at 1930 East Osceola Road, Geneva,
and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood

The Seminole County Landfill accepts solid waste, yard waste, construction and demolition debris, tires, and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Caylan Cole
DEPUTY CLERK

AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES

THIS AMENDMENT is made and entered into this 12 day of December, 2005 and is to that certain Agreement made and entered into on the 14th day of November, 2003, between **REPUBLIC SERVICES OF FLORIDA, LP**, whose address is 11255 Rocket Boulevard, Orlando, Florida 32824, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 14, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be

equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the

Agreement, as originally set forth in said Agreement.

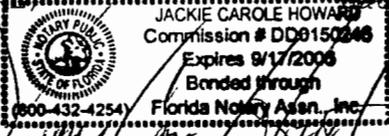
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

REPUBLIC SERVICES OF FLORIDA, LP

By: [Signature]

(CORPORATE SEAL)



ATTEST:

Date: October 11, 2005

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: [Signature]

CARLTON HENLEY, Chairman

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

Date: Dec. 12, 2005

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their Oct. 25, 2005
regular meeting.

Approved as to form and
legal sufficiency.

[Signature] 12-8-05
County Attorney
SED/lpk
5/27/05 9/27/05
am franchise agt commercial solid waste-republic



EXHIBIT "C"
Seminole County

Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

ONE WASTE SERVICES, INC. dba METRO WASTE SERVICE
Contractor

2008
Year of Service

The following items are required to process the Application/Annual Renewal and Update Form.
Complete all items below, attach additional sheets if necessary.

Date: 8/26/08
Company Name: ONE WASTE SERVICES, INC dba METRO WASTE SERVICE
Company Address: 2263 CLARK STREET, APOPKA, FL 32703
Local Telephone Number: 407-522-1498
Designated Agent: Name: RON PRUIM, JR
Email Address: R.PRUIM@METROWASTESERVICES.COM

The Contractor shall provide the County with the following: (X) upon completion

- 1. [X] Completed, Signed, and Notarized Form - Exhibit "C"
2. [X] Vehicle Equipment List - Include the following information for each truck.
3. [X] Collection Equipment List - Include the following information for each container.
4. [X] Certificates of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

- 5. [X] Application Fee
6. [X] Per Vehicle Fee - Decals will be issued for each vehicle.
(Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

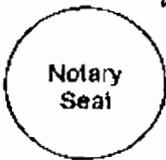
Statement of Certification:

I certify that Ron Prum, Jr. will abide by the terms and conditions of the Agreement.

Ron Prum, Jr.
Designated Agent Print Name
Ron Prum, Jr.
Designated Agent Signature

8/26/08
Date

State of Florida
County of Orange



Acknowledged this 26th day of August month, 2008 2008

Jonnie A. Bisiener
Signature of Notary Public, State of Florida

- [X] Personally Known to Me
[X] Produced Identification



JONNIE A. BISIENER
MY COMMISSION # DD 778668
EXPIRES: May 8, 2012
Bonded Thru Budget Notary Services



METRO-WASTE
VEHICLE IDENTIFICATION LIST

5/26/08



YEAR	MAKE	MODEL	TYPE (front loader, roll off, etc.)	TAG NUMBER	FLEET IDENTIFICATION NUMBER	DECAL NUMBER (For County Use Only)
2003	Mack	RD688S	Roll off	N8712L	1M2P267C43	M065342
2004	Mack	CV713	Roll off	N7865G	1M2A611C44	M009194
2004	Mack	CV713	Roll off	N7864G	1M2A611C84	M009943
2005	Mack	CV713	Roll off	N5374G	1M2A611C65	M025673
2006	Mack	CV713	Roll off	N3793J	1M2A611C46	M036334
2006	Mack	CV713	Roll off	N3497K	1M2A611C96	M040038
2004	Mack	MR688S	Front loader	N4942H	1M2K189C34	M024868
2006	Mack	MR688S	Front loader	N7646I	1M2K189C66	M028645
2007	Mack	MR688S	Front loader	N3387M	1M2K189C67	M038864

410
415
416
419
426
427

901
902
903

Make copies as necessary

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF FLORIDA
COUNTY OF ORANGE

COMES NOW, RON PRUIM, JR., being first duly sworn,
who deposes and says:

(1) That he/she is the PRESIDENT, an officer
of ONE WASTE SERVICES dba METRO WASTE corporation existing
under the laws of the State of FLORIDA;

(2) That he/she is authorized to execute the Non-Exclusive Franchise
Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a
Non-Exclusive Franchise Agreement for commercial solid waste collection
services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Ron Prum, Jr.
Ron Prum, Jr., Affiant

The following Affidavit was signed, acknowledged and sworn to by Ronala S
Prum, Jr before me this 26th day of August, 2008



JONNIE A. BISIERE
MY COMMISSION # DD 778868
EXPIRES: May 8, 2012
Bonded Thru Budget Notary Services

Jonnie A. Bisiere
Notary Public, State of Florida

My commission expires: 5/8/12

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Entity Name S

Detail by Entity Name

Florida Profit Corporation

ONE WASTE SERVICES, INC.

Filing Information

Document Number P99000100124
FEI Number 593617913
Date Filed 11/12/1999
State FL
Status ACTIVE

Principal Address

5212 HAMMOCK CIRCLE
ST. CLOUD FL 34771-8761

Mailing Address

5212 HAMMOCK CIRCLE
ST. CLOUD FL 34771-8761

Registered Agent Name & Address

PRUIM, RONALD J JR
2263 CLARK STREET
APOPKA FL 32703 US

Name Changed: 03/07/2000

Address Changed: 05/04/2005

Officer/Director Detail

Name & Address

Title P

PRUIM, RONALD J JR.
5212 HAMMOCK CIRCLE
SAINT CLOUD FL 34771-8761

Title VP

PRUIM, RONALD J SR
319 SPEYSIDE LANE
APOPKA FL 32712

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Fictitious Name Detail

Fictitious Name

METRO WASTE SERVICES

Filing Information

Document Number	G00019900043
Status	ACTIVE
Filed Date	01/19/2000
Expiration Date	12/31/2010
Current Owners	1
County	ORANGE
Total Pages	2
Events Filed	1
FEI Number	NONE

Mailing Address

2263 CLARK ST
APOPKA, FL 32703

Owner Information

ONE WASTE SERVICES, INC.
2263 CLARK ST
APOPKA, FL 32703
FEI Number: 59-3617913
Document Number: P99000100124

Document Images

01/19/2000 -- REGISTRATION [View image in PDF format](#)

02/24/2005 -- RENEWAL [View image in PDF format](#)

Note: This is not official record. See documents if question or conflict.

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2008

PRODUCER Euclid Insurance Agencies, LLC 4450 W Eau Gallie Blvd., #164 Melbourne, FL 32934 800 407-4077	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED One Waste Services Inc. & Metro Waste Services, Inc. P.O. Box 681730 Orlando, FL 32868	INSURER A: Zurich American	
	INSURER B: National Union Fire Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY <input checked="" type="checkbox"/> NON CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO913539301 CONTRACTUAL XCU COVERAGE BLANKET ADDL INS BLANKET WAIVERS	07/21/08	07/21/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COM/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP913540701	07/21/08	07/21/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BE7605918 OCCURENCE MADE	07/21/08	07/21/09	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
						OVER AUTO	\$
						OVER GL	\$
						OVER WC/EL	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEMINOLE COUNTY, ITS OFFICIALS, OFFICERS AND EMPLOYEES WILL BE NAMED AS ADDITIONAL INSUREDS WITH RESPECTS TO THE GENERAL LIABILITY. THE CERTIFICATE IS BEING PROVIDED IN ACCORDANCE WITH NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE AND THIS INSURANCE IS IN FULL COMPLIANCE WITH THE AGREEMENT. 30 DAYS NOTICE OF (See Attached Descriptions)

CERTIFICATE HOLDER

SEMINOLE COUNTY
 1101 E. FIRST STREET
 SANFORD, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Paul [Signature]

SPU
 10/14/08

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

RESTRICTION OF COVERAGES APPLY TO INCLUDE 30 DAYS NOTICE OF CANCELLATION.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MG
METR-25

DATE (MM/DD/YYYY)
08/19/08

PRODUCER Brown & Brown of Florida, Inc. 2600 Lake Lucien Dr., Ste. 330 Maitland FL 32751-7234 Phone: 407-660-8282 Fax: 407-660-2012	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED One Waste Services, Inc. dba Metro Waste Services Metro Environmental, Inc. PO Box 681730 Orlando FL 32868	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A FFVA Mutual Insurance Co.</td> <td>10385</td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A FFVA Mutual Insurance Co.	10385	INSURER B		INSURER C		INSURER D		INSURER E	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A FFVA Mutual Insurance Co.	10385												
INSURER B													
INSURER C													
INSURER D													
INSURER E													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN. AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC				EACH OCCURRENCE \$ DAMAGES TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP OP AGG \$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes describe under SPECIAL PROVISIONS below	WC840-0018514-2008-A	02/24/08	02/24/09	X VIC STATUTORY LIMITS OTHER E - EACH ACCIDENT \$ 1,000,000 E - DISEASE - EA EMPLOYEE \$ 1,000,000 E - DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *Except 10 days cancellation for non-payment of premium
 RE: This COI is being provided in accordance with the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service and this insurance is in full compliance with the agreement.

CERTIFICATE HOLDER

SEMIN11

Seminole County
 1101 E. 1st. St.
 Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

PRODUCING AGENT
 Scott Ohmstede

576
10/14/08

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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EXHIBIT "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

Republic Services of Florida, LP
 Contractor

10-01-08 Through 09-30-09
 Year of Service

The following items are required to process the Application/Annual Renewal and Update Form. Complete all items below, attach additional sheets if necessary.

Date: 08-21-08
 Company Name: Republic Services of Florida, LP
 Company Address: 11255 Rocket Blvd, Orlando FL 32824
 Local Telephone Number: 407-293-8000
 Designated Agent: Name: Brian Short
 Email Address: shortb@repsrv.com

The Contractor shall provide the County with the following: (☑ upon completion)

1. ☑ Completed, Signed, and Notarized Form - Exhibit "C"
2. ☑ Vehicle Equipment List - Include the following information for each truck:
 (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number)
3. ☑ Collection Equipment List - Include the following information for each container:
 (Type, Size, Identification Number)
4. ☑ Certificates of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☑ Application Fee \$100
6. ☑ Per Vehicle Fee - Decals will be issued for each vehicle. \$340 (\$20 x 17)
(Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Republic Services of Florida, LP will abide by the terms and conditions of the Agreement.

Brian Short
 Designated Agent Print Name

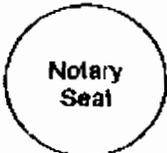
 Designated Agent Signature

08-21-08
 Date

State of FLORIDA
 County of ORANGE

Acknowledged this 21ST day of August month, 2008

 Signature of Notary Public, State of Florida



- Personally Known to Me
 Produced Identification



VEHICLE IDENTIFICATION LIST

YEAR	MAKE	MODEL	TYPE (Front loader, roll off, etc.)	TAG NUMBER	FLEET IDENTIFICATION NUMBER	DECAL NUMBER (For County Use Only)
1993	Mack	Heil	Front Load	N1068M	235	
1994	Mack	Heil	Front Load	N8605H	402	
1996	Mack	Heil	Front Load	M9886Z	218	
2002	Mack	Heil	Front Load	N7028B	222	
2004	Mack	Heil	Front Load	N2668F	223	
2004	Mack	Heil	Front Load	N8881F	224	
2006	Mack	Heil	Front Load	N6310J	225	
2007	Mack	Heil	Front Load	N7268M	226	
2000	Mack	690S	Roll Off	M9804Z	137	
2003	Mack	690S	Roll Off	N0579D	138	
2004	Mack	Granite	Roll Off	N7048E	140	
2004	Mack	Granite	Roll Off	N7047E	141	
2004	Mack	Granite	Roll Off	N0475F	142	
2005	Mack	Granite	Roll Off	N7797G	143	
2005	Mack	Granite	Roll Off	N7798G	144	
2007	Mack	Granite	Roll Off	N6584N	145	
2007	Mack	Granite	Roll Off	N6590N	146	

CONTAINER IDENTIFICATION LIST

TYPE	SIZE (roll)	SIZE (cubic yards)	CONTAINER IDENTIFICATION NUMBER (if used by the Contractor)
off can, compactor, front load can - garbage, front load can - recycling, cart)			
Roll off	10	Not Used	
Roll off	20	Not Used	
Roll off	30	Not Used	
Roll off	40	Not Used	
4			
Compactor	17	Not Used	
Compactor	30	Not Used	
Compactor	32	Not Used	
Compactor	35	Not Used	
Compactor	40	Not Used	
5			
Front Load can - garbage	2	Not Used	
Front Load can - garbage	4	Not Used	
Front Load can - garbage	6	Not Used	
Front Load can - garbage	8	Not Used	
4			
Front Load can - Recycle	2	Not Used	
Front Load can - Recycle	4	Not Used	
Front Load can - Recycle	6	Not Used	
Front Load can - Recycle	8	Not Used	
4			

17

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF Florida
COUNTY OF Orange

COMES NOW, Guy Thompson, being first duly sworn,
who deposes and says:

(1) That ~~he~~she is the Area President, an officer
of Republic Services of Florida, LP corporation existing
under the laws of the State of Florida;

(2) That he/she is authorized to execute the Non-Exclusive Franchise
Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a
Non-Exclusive Franchise Agreement for commercial solid waste collection
services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

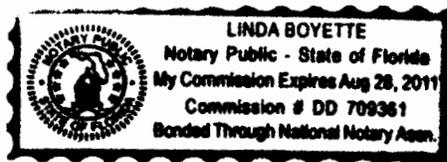
Guy Thompson
_____, Affiant

The following Affidavit was signed, acknowledged and sworn to by _____
before me this 20th day of August, 2008

Linda Boyette

Notary Public, State of Florida

My commission expires: 2011





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Entity Name:

Detail by Entity Name

Foreign Limited Partnership

REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP

Filing Information

Document Number B99000000467
FEI Number 650965470
Date Filed 12/27/1999
State DE
Status ACTIVE
Last Event CONTRIBUTION CHANGE
Event Date Filed 05/09/2005
Event Effective Date NONE

Principal Address

110 S.E. 6TH STREET, 28TH FLOOR
FT. LAUDERDALE FL 33301

Changed 07/06/2000

Mailing Address

110 S.E. 6TH STREET, 28TH FLOOR
FT. LAUDERDALE FL 33301

Changed 07/06/2000

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

General Partner Detail

Name & Address

Document Number F990000006661
 REPUBLIC SERVICES OF FLORIDA GP, INC.
 110 S.E. 6TH STREET, 28TH FLOOR
 FT. LAUDERDALE FL 33301

1-70
DE
GF

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/21/08												
PRODUCER LIC #0619252 1-818-662-4200 BB&T - Knight Insurance Services 535 N. Brand Blvd. 10th Floor Glendale, CA 91203	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.													
INSURED 3778 Republic Services of Florida, LP 11255 Rocket Blvd Orlando, FL 32824-0000	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: American Guarantee & Liab</td> <td></td> </tr> <tr> <td>INSURER C: American Zurich Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company		INSURER B: American Guarantee & Liab		INSURER C: American Zurich Ins Co		INSURER D:		INSURER E:		
INSURERS AFFORDING COVERAGE	NAIC #													
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INSURER C: American Zurich Ins Co														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded. \$3,000,000 <input checked="" type="checkbox"/> Per Occur. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO370304201	11/01/08	11/01/09	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded. \$3,000,000 <input checked="" type="checkbox"/> Per Accident	BAP370304301	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC-9263132-01	11/01/08	11/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC370304001-Other States	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 #10 Day Notice of Cancellation for Non-Payment of Premium
 Workers' Compensation Deductible: \$1,000,000 per employee.
 Seminola County, its official, officers and employees are named as additional insureds with respect to General Liability Liability, Primary and Noncontributory wording are included. Blanket Waiver of Subrogation is included per written contract. This COI is being provided in accordance with the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service and this insurance is in full compliance with the agreement.
 There is a 30 day notice of restriction of coverage.

CERTIFICATE HOLDER Seminole County 1101 E First Street Sanford, FL 32773 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Mary Maddox</i>
---	--

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Seminole County 1101 E First Street Sanford, FL 32773 USA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/08

PRODUCER LIC #0619252 1-818-662-4200
BB&T - Knight Insurance Services
535 N. Brand Blvd. 10th Floor
Glendale, CA 91203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
3778 Republic Services of Florida, LP
11255 Rocket Blvd
Orlando, FL 32824-0000

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	
INSURER B: American Guarantee & Liab	
INSURER C: American Zurich Ins. Co.	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded. \$3,000,000 <input checked="" type="checkbox"/> Per Occur. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO3703042	11/01/07	11/01/08	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded. \$3,000,000 <input checked="" type="checkbox"/> Per Accident	BAP3703043	11/01/07	11/01/08	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AUC-9263132-00	11/01/07	11/01/08	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC3703040-Other States	11/01/07	11/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000 E.L. DISEASE - EA EMPLOYEE \$3,000,000 E.L. DISEASE - POLICY LIMIT \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

#10 Day Notice of Cancellation for Non-Payment of Premium
 Workers' Compensation Deductible: \$1,000,000 per employee.
 Seminola County, its official, officers and employees are named as additional insureds with respect to General Liability Liability. Primary and Noncontributory wording are included. Blanket Waiver of Subrogation is included per written contract. This COI is being provided in accordance with the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service and this insurance is in full compliance with the agreement.
 There is a 30 day notice of restriction of coverage.

CERTIFICATE HOLDER

Seminole County
 1101 E First Street
 Sanford, FL 32773

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mary McDonald

File 10/14/08

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

POLICY NUMBER: GLO3703042

COMMERCIAL GENERAL LIABILITY
CG 20 28 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Seminole County

1101 E First Street

Sanford, FL 32773

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This Insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY
MASTER DIFFERENCE IN CONDITIONS/DIFFERENCE IN LIMITS POLICY

and any subsidiary company as now formed or constituted, and any other company over which the Named Insured has active control so long as the Named Insured or any subsidiary company has an ownership interest of more than 50% of such company.

Countersigned _____
Authorized Representative

Waiver Of Subrogation (Blanket) Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



EXHIBIT "C"
Seminole County

Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

Waste Management Inc. of Florida
Contractor

2008
Year of Service

FY 08/09

The following items are required to process the Application/Annual Renewal and Update Form.
Complete all items below, attach additional sheets if necessary.

Date: 08/25/08

Company Name: Waste Management Inc. of Florida

Company Address: 3510 Rio Vista Avenue, Orlando, FL 32805

Local Telephone Number: 407-650-8662

Designated Agent: Name: Terrence Youmans

Email Address: tyoumans@wm.com

The Contractor shall provide the County with the following: (upon completion)

- 1. Completed, Signed, and Notarized Form - Exhibit "C"
- 2. Vehicle Equipment List - Include the following information for each truck:
(Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number)
- 3. Collection Equipment List - Include the following information for each container:
(Type, Size, Identification Number)
- 4. Certificates of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

- 5. Application Fee
- 6. Per Vehicle Fee - Decals will be issued for each vehicle.
(Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Waste Management Inc. of Florida will abide by the terms and conditions of the Agreement.

Terrence Youmans
Designated Agent Print Name

[Signature]
Designated Agent Signature

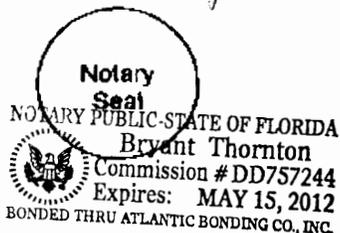
08/25/08
Date

State of Florida
County of Orange

Acknowledged this 27th day of August month, 2008.

[Signature]
Signature of Notary Public, State of Florida

- Personally Known to Me
- Produced Identification





SEMINOLE COUNTY
FLORIDA



SEMINOLE COUNTY
FLORIDA

VEHICLE IDENTIFICATION LIST

YEAR	MAKE	MODEL	TYPE (front loader, roll off, etc.)	TAG NUMBER	FLEET IDENTIFICATION NUMBER	DECAL NUMBER (For County Use Only)
2000	Mack	MR688S	Frontload	N0619H	204458	
2003	Mack	MR688S	Frontload	N6650C	207034	
2005	Mack	MR688S	Frontload	N6412A	208051	
2006	Mack	MR688S	Frontload	N8701J	208672	
2007	Mack	MR688S	Frontload	N4365L	209147	
1997	Mack	MR688S	Frontload	N2462C	200738	
1999	Mack	MR688S	Frontload	N0617H	261054	
1999	Mack	MR688S	Frontload	N3732A	261052	
1999	Mack	MR688S	Frontload	N9715K	208073	
2005	Mack	MR688S	Frontload	M7737Z	205024	
2000	Mack	MR688S	Frontload	N4638M	209389	
2002	Mack	MR688S	Frontload	N3245B	402763	
1995	Mack	DM690S	Roll off	N9893F	405763	
1999	Mack	DM690S	Roll off	N6422A	408847	
2001	Freightliner	FL112	Roll off	N1512I	411373	
2005	Mack	Granite	Roll off	N0970J	411376	
2005	Mack	Granite	Roll off	N4373L	412038	
2007	Mack	Granite	Roll off	N9907F	401169	
1999	Mack	DM690S	Roll off			

Make copies as necessary



CONTAINER IDENTIFICATION LIST

TYPE (roll off can, compactor, front load can-garbage, front load can-recycling, cart)	SIZE (cubic yards)	CONTAINER IDENTIFICATION NUMBER (if used by the Contractor)
FRONT LOAD CAN - RECYCLING	2-YARD	
FRONT LOAD CAN - RECYCLING	3-YARD	
FRONT LOAD CAN - RECYCLING	4-YARD	
FRONT LOAD CAN - RECYCLING	6-YARD	
FRONT LOAD CAN - RECYCLING	8-YARD	
CART	90 GALLON	

Make copies as necessary



CONTAINER IDENTIFICATION LIST

TYPE (roll off can, compactor, front load can-garbage, front load can-recycling, cart)	SIZE (cubic yards)	CONTAINER IDENTIFICATION NUMBER (if used by the Contractor)
ROLL OFF OPEN TOP CAN	10-YARDS.	
ROLL OFF OPEN TOP CAN	20-YARD S.	
ROLL OFF OPEN TOP CAN	30-YARD'S	
ROLL OFF OPEN TOP CAN	40-YARD'S	
COMPACTOR	20-YARD'S	
COMPACTOR	30-YARD'S	
COMPACTOR	34-YARD'S	
COMPACTOR	40-YARD'S	
FRONT LOAD CAN GARBAGE	2-YARD	
FRONT LOAD CAN GARBAGE	3-YARD	
FRONT LOAD CAN GARBAGE	4-YARD	
FRONT LOAD CAN GARBAGE	6-YARD	
FRONT LOAD CAN-GARBAGE	8-YARD	

Make copies as necessary

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF Florida

COUNTY OF Orange

COMES NOW, Terrence Youmans, being first duly sworn,
who deposes and says:

(1) That he/she is the Designated Agent/DM, an officer
of waste management inc. of florida corporation existing
under the laws of the State of florida;

(2) That he/she is authorized to execute the Non-Exclusive Franchise
Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a
Non-Exclusive Franchise Agreement for commercial solid waste collection
services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

[Signature]
Terrence Youmans Affiant

The following Affidavit was signed, acknowledged and sworn to by Terrence
Youmans before me this 27 day of August, 2008

[Signature]
Notary Public, State of Florida

My commission expires: _____

NOTARY PUBLIC-STATE OF FLORIDA
Bryant Thornton
Commission #DD757244
Expires: **MAY 15, 2012**
BONDED THRU ATLANTIC BONDING CO., INC.

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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Entity Name S

Detail by Entity Name

Florida Profit Corporation

WASTE MANAGEMENT INC. OF FLORIDA

Filing Information

Document Number 279946
FEI Number 591094518
Date Filed 03/30/1964
State FL
Status ACTIVE
Last Event MERGER
Event Date Filed 12/21/2007
Event Effective Date 12/31/2007

Principal Address

1001 FANNIN, SUITE 4000
HOUSTON TX 77002

Changed 04/15/2004

Mailing Address

1001 FANNIN, SUITE 4000
HOUSTON TX 77002

Changed 04/15/2004

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION FL 33324 US

Name Changed: 06/23/1992

Address Changed: 06/23/1992

Officer/Director Detail

Name & Address

Title P

TREVATHAN, JAMES E JR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1/1/2009

DATE (MM/DD/YYYY)

12/13/2007

PRODUCER LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT INC. OF FLORIDA
3510 RIO VISTA AVENUE
ORLANDO FL 32805

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Co of North America	43575
INSURER C:	
INSURER D:	
INSURER E:	

AT
AT

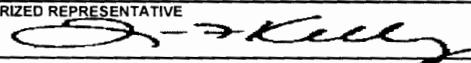
COVERAGES AJ THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	HDO G23736767	1/1/2008	1/1/2009	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	ISA H08240395	1/1/2008	1/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	XOOG23889389	1/1/2008	1/1/2009	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WLR C43997646 (AOS)	1/1/2008	1/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A	WLR C43997609 (CA)		1/1/2008	1/1/2009	E.L. EACH ACCIDENT \$ 3,000,000	
A	SCF C43997567 (WI)		1/1/2008	1/1/2009	E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000	
A		OTHER EXCESS AUTO LIABILITY	XSA H08240231	1/1/2008	1/1/2009	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CANCELLATION: 30 DAYS *EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. COVERAGE IS PROVIDED IN ACCORDANCE WITH THE AGREEMENT AND ALL INSURANCE IS IN COMPLIANCE WITH THE SAME, WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF SEMINOLE COUNTY, ITS OFFICIAL, OFFICERS AND EMPLOYEES (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

CERTIFICATE HOLDER
 3408258
 SEMINOLE COUNTY
 SOLID WASTE DIVISION
 COMMERCIAL NON-EXCLUSIVE
 1101 EAST FIRST STREET
 SANFORD FL 32773

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


5/2/08
9/14/08



EXHIBIT "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form
WASTE PRO OF FLORIDA, INC.
 Contractor

2008-09
 Year of Service

The following items are required to process the Application/Annual Renewal and Update Form. Complete all items below, attach additional sheets if necessary.

Date: 8/9/08
 Company Name: WASTE PRO OF FLORIDA, INC.
 Company Address: 2101 W SR 434 LONGWOOD FL 32779
 Local Telephone Number: 407-774-0800
 Designated Agent: Name: TIM DOLAN
 Email Address: tdolan@WASTEPROUSA.COM

The Contractor shall provide the County with the following: (upon completion)

1. Completed, Signed, and Notarized Form - Exhibit "C"
2. Vehicle Equipment List - Include the following information for each truck:
 (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number)
3. Collection Equipment List - Include the following information for each container:
 (Type, Size, Identification Number)
4. Certificates of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

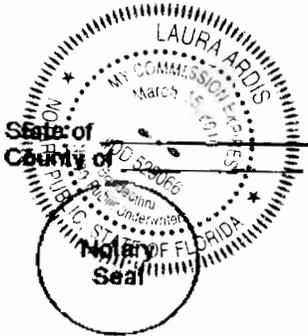
5. Application Fee
6. Per Vehicle Fee - Decals will be issued for each vehicle.
 (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that WASTE PRO OF FLORIDA will abide by the terms and conditions of the Agreement.

TIM DOLAN
 Designated Agent-Print Name
[Signature]
 Designated Agent Signature

8/18/08
 Date



Acknowledged this 18th day of August month, 2008 ~~2009~~
Laura Ardis
 Signature of Notary Public, State of Florida

- Personally Known to Me
 Produced Identification



VEHICLE IDENTIFICATION LIST

YEAR	MAKE	MODEL	TYPE (front loader, roll off, etc.)	TAG NUMBER	FLEET IDENTIFICATION NUMBER	DECAL NUMBER (For County Use Only)
2003	MACK	MR 688S	FL	039386		
2004	MACK	MR 688S	FL	039386		
2007	MACK	MR 688S	FL	02831M		
2003	MACK	CV 713	RO	01247H		
2003	MACK	CV 713	RO	01517K		
2004	MACK	CV 713	RO	05459E		
2004	MACK	CV 713	RO	05498E		
2004	MACK	CV 713	RO	06669G		
2006	MACK	CV 713	RO	07636I		
2006	MACK	CV 713	RO	04433L		
2007	MACK	CV 713	RO	06667M		
2007	MACK	CV 713	RO	06640O		
2007	MACK	CV 713	RO	06641P		

Make copies as necessary

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF FLORIDA
COUNTY OF Seminole

COMES NOW, Tim Dolan, being first duly sworn,
who deposes and says:

(1) That he/she is the Regional Vice-President an officer
of WASTE PRO OF FLORIDA corporation existing
under the laws of the State of FLORIDA;

(2) That he/she is authorized to execute the Non-Exclusive Franchise
Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a
Non-Exclusive Franchise Agreement for commercial solid waste collection
services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

[Signature]

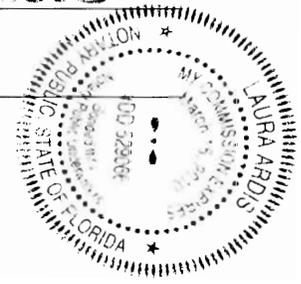
_____, Affiant

The following Affidavit was signed, acknowledged and sworn to by Tim Dolan
before me this 3RD day of September, 2008

[Signature]

Notary Public, State of Florida

My commission expires: _____



FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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Detail by Entity Name

Florida Profit Corporation

WASTE PRO OF FLORIDA, INC.

Filing Information

Document Number P01000003611
FEI Number 593701785
Date Filed 01/05/2001
State FL
Status ACTIVE

Principal Address

2101 W SR 434
SUITE 315
LONGWOOD FL 32779 US

Changed 01/21/2008

Mailing Address

P.O BOX 7209
LONGWOOD FL 32791 US

Changed 01/21/2008

Registered Agent Name & Address

HYRES, ROBERT J
2101 W SR 434
SUITE 315
LONGWOOD FL 32779 US

Name Changed: 01/21/2008

Address Changed: 01/21/2008

Officer/Director Detail

Name & Address

Title CEO

JENNINGS, JOHN J
100 AMBERWOOD CT.
LONGWOOD FL 32779 US

Title EVP

HYRES, ROBERT J

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2008

PRODUCER (407)898-2211 FAX (407)898-1850
Closson Insurance Agency, LLC
Post Office Box 547275
Orlando, FL 32854-7275

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co.	16535
INSURER B: Steadfast Insurance Co.	26387
INSURER C: Midwest Employers Cas. Ins.Co.	00739
INSURER D:	
INSURER E:	

INSURED Waste Pro USA Inc.
Waste Pro of Florida Inc.
P. O. Box 7209
Longwood, FL 32791-7209

57
10
A

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	GL05402367-05	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
					MED EXP (Any one person) \$ 5,000	
					PERSONAL & ADV INJURY \$ 1,000,000	
					GENERAL AGGREGATE \$ 2,000,000	
					PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp and Collision <input checked="" type="checkbox"/> Liab. deductible	BAP5402371-05(FLA)	01/01/2008	01/01/2009	3000 COMP/3000 COLL \$100,000 BI&PD DED.	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$	
					BODILY INJURY (Per accident) \$	
					PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	SU09217568-02	01/01/2008	01/01/2009		EACH OCCURRENCE \$ 25,000,000
						AGGREGATE \$
						25,000,000 \$ 25,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	MWLD060033	11/06/2007	11/06/2008	WC STATUTORY LIMITS OTHER	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Pollution Liability	PLC5244706 04	01/01/2008	01/01/2009		1,000,000 Per claim/\$2,000,000 aggregate \$10,000 per claim deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
30 days notice of restriction of coverage

The coverage is provided in accordance with the agreement and is in full compliance with the insurance requirements of the Agreement. County, officials, officers and employees are all included as Additional Insureds with respects to GL.
Coverage is Primary and Non-Contributory. *Ten days notice in the event of nonpayment.

CERTIFICATE HOLDER

Seminole County
1101 E 1st Street
Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Lenise Zika/KSS

Lenise A. Zika

57
10/14/08

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



EXHIBIT "C"
Seminole County

Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

Waste Services of Florida Inc
Contractor

09/2008
Year of Service

The following items are required to process the Application/Annual Renewal and Update Form.
Complete all items below, attach additional sheets if necessary.

Date: 8/29/08
Company Name: Waste Services of Florida Inc
Company Address: 1099 Miller Dr Altamonte Springs, FL 32701
Local Telephone Number: 407 261 5000
Designated Agent Name: Randy Waterlander
Email Address: RWaterlander@waste-services-inc.com

The Contractor shall provide the County with the following: (X upon completion)

- 1. X Completed, Signed, and Notarized Form - Exhibit "C"
2. X Vehicle Equipment List - Include the following information for each truck:
(Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number)
3. X Collection Equipment List - Include the following information for each container:
(Type, Size, Identification Number)
4. X Certificates of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution
must be submitted with this form.

- 5. X Application Fee
6. X Per Vehicle Fee - Decals will be issued for each vehicle.
(Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Waste Services of Florida Inc will abide by the terms and conditions
of the Agreement.

Randall J Waterlander
Designated Agent Print Name
Signature
Designated Agent Signature

8/29/08
Date

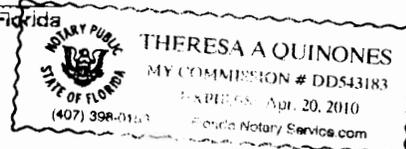
State of Florida
County of Seminole



Acknowledged this 29 day of August month 2008

Signature of Notary Public, State of Florida

- X Personally Known to Me
Produced Identification



Recd 9/2/06

VEHICLE IDENTIFICATION LIST

YEAR	MAKE	MODEL	TYPE <i>(front loader, roll off, etc.)</i>	TAG NUMBER	FLEET IDENTIFICATION NUMBER
2001	Mack	MR690S	Front Loader	N1345H	1M2K185CX1M008393
2007	Mack	MR688S	Front Loader	N2668M	1M2K189C07M036416
2004	Autocar	W4	Front Loader	N1398H	5VCDC6LF74H200525
2007	Mack	MR688S	Front Loader	N2667M	1M2K189C47M036418
2001	Mack	MR688S	Front Loader	N7267H	1M2K195CX1M018170
2007	Mack	MR688S	Front Loader	N2666M	1M2K189C57M036413
2001	Mack	MR688S	Front Loader	N6371J	1M2K189C86M028546
2003	Mack	MR688S	Front Loader	N7810D	1M2K195CX3M022738
2001	Mack	MR688S	Front Loader	N7269H	1M2K195C31M018186
2001	Mack	MR688S	Front Loader	N3010B	1M2K185C11M008752
2000	Mack	DM688S	Roll Off	N9922F	1M2B212C6YM004568
1998	Mack	RD688S	Roll Off	N9926F	1M2P267C3VVM036516
2006	Mack	GRANET	Roll Off	N3555K	1M2AG11C96M028584
2000	Mack	DM688S	Roll Off	N6974D	1M2B212C4YM004570
2001	Mack	DM688S	Roll Off	N7281H	1M2B212C31M004811
2000	Mack	DM688S	Roll Off	N7809D	1M2B212C8YM004569
1998	Mack	RD688S	Roll Off	N9915F	1M2P267C7VVM037507
2000	Mack	DM688S	Roll Off	N7275H	1M2B212C4YM004567
2000	Mack	DM688S	Roll Off	N9935F	1M2B212C4YM004648

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF FLORIDA
COUNTY OF SEMINOLE

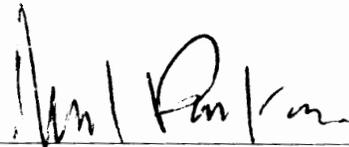
COMES NOW, DENNIS PANTANO, being first duly sworn,
who deposes and says:

(1) That he/she is the VP and Regional Manager, an officer
of Waste Services of Florida Inc corporation existing
under the laws of the State of Florida;

(2) That he/she is authorized to execute the Non-Exclusive Franchise
Agreement on behalf of the above named corporation; and

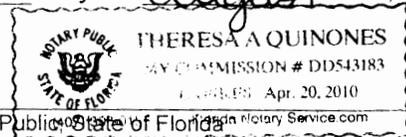
(3) That this Affidavit is made to induce Seminole County to issue a
Non-Exclusive Franchise Agreement for commercial solid waste collection
services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT



_____, Affiant

The following Affidavit was signed, acknowledged and sworn to by _____
Dennis PANTANO before me this 29 day of August, 2008



Notary Public, State of Florida

My commission expires: Apr. 20, 2010

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

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Detail by Entity Name

Foreign Profit Corporation

WASTE SERVICES OF FLORIDA, INC.

Filing Information

Document Number F03000006157
FEI Number 200435940
Date Filed 12/11/2003
State DE
Status ACTIVE
Last Event MERGER
Event Date Filed 12/19/2007
Event Effective Date 01/01/2008

Principal Address

5002 T-REX AVE
STE 200
BOCA RATON FL 33431

Changed 04/13/2006

Mailing Address

1122 INTERNATIONAL BLVD SUITE 601
BURLINGTON ONTARIO
CANADA L7L 6Z8 ON L7L 6-Z8

Changed 11/06/2007

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Officer/Director Detail

Name & Address

Title VSD

CAIRNS, IVAN R
1122 INTERNANTIONAL BLVD SUITE 601

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
10/29/2008

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED Waste Services of Florida, Inc. 5002 T Rex Blvd., Suite 200 Boca Raton, FL 33431		INSURER A: Illinois National Ins. Co.	23817-001
		INSURER B: ACE Property & Casualty Ins. Co.	20699-001
		INSURER C: New Hampshire Insurance Company	23841-001
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL1595665	12/1/2007	12/1/2008	EACH OCCURRENCE	\$ 2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
					MED EXP (Any one person)	\$ 50,000
					PERSONAL & ADV INJURY	\$ 2,000,000
					GENERAL AGGREGATE	\$ 10,000,000
					PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____	CA1607228	12/1/2007	12/1/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 25,000	XOOG2388608A	12/1/2007	12/1/2008	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below _____ OTHER	WC5144873	12/1/2007	12/1/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 2,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 9/9/2008 WITH ID: 11305250

The certificate is provided in accordance with the Assignment of Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service dated 7/30/2004. The insurance shown on this certificate is in full compliance with the insurance requirements (Section 18) of the agreement.

Per Project Aggregate: \$2,000,000 limit/\$10,000,000

CERTIFICATE HOLDER

CANCELLATION

Seminole County
 1101 E. 1st Street
 Sanford, FL 32771

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Jacobs

<p>PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>	
<p>INSURED Waste Services of Florida, Inc. 5002 T Rex Blvd., Suite 200 Boca Raton, FL 33431</p>	<p>INSURERS AFFORDING COVERAGE</p>	<p>NAIC#</p>
	<p>INSURER A: Illinois National Ins. Co.</p>	<p>23817-001</p>
	<p>INSURER B: ACE Property & Casualty Ins. Co.</p>	<p>20699-001</p>
	<p>INSURER C: New Hampshire Insurance Company</p>	<p>23841-001</p>
	<p>INSURER D:</p>	<p></p>
	<p>INSURER E:</p>	<p></p>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Seminole County, it's officials, officers and employees are named as Additional Insured with respects to General Liability coverage if required by written contract or agreement.

It is further agreed that General Liability and Auto Liability insurance is afforded shall be Primary and Non-contributory when required by written contract.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Certificate of Public Convenience and Necessity

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: John Cirello

CONTACT: William (Johnny) Edwards

EXT: 2022

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for the following companies.

1. 4 Jays – Management, Inc.
2. Clean Site Services, Inc.
3. Coniglio Construction, Inc.
4. EQ Florida, Inc.
5. PCM Construction Services, LLC
6. RMD Americas of Florida, LLC
7. SP Recycling Corp.

County-wide

William (Johnny) Edwards

BACKGROUND:

Chapter 235 of the Seminole County Code authorizes the Board to regulate the collection and disposal of waste within the unincorporated county. The above companies have complied with the requirements as set forth in the Seminole County Code and have requested a Certificate of Public Convenience and Necessity (COPCN) from Seminole County to perform commercial collection services of waste in the unincorporated areas of Seminole County.

These firms have submitted applications indicating that they only provide Construction and Demolition (C&D) Debris collection services, Special Waste collection services, or Recyclables collection services. Staff has verified this information through follow up investigation (including telephone contact). These firms have provided insurance information that complies with the 2006 amendments to Chapter 235 of the Seminole County Code, and insurance has been reviewed and approved by Risk Management.

Firms that collect only C&D Debris, Special Wastes, or Recyclables are not required to obtain a non-exclusive commercial solid waste collection franchise. These firms are required to obtain a COPCN.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for the following companies:

1. 4 Jays – Management, Inc.
2. Clean Site Services, Inc.
3. Coniglio Construction, Inc.

4. EQ Florida, Inc.
5. PCM Construction Services, LLC
6. RMD Americas of Florida, LLC
7. SP Recycling Corp.

ATTACHMENTS:

1. COPCN Applications

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: 4 Jays – Management, Inc.

Street Address: 74 Spring Vista Drive, Suite 100

City, State & Zip: DeBary, Florida 32713

Type of Operation: Collection Services: Construction & Demolition Debris

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: _____
Brenda Carey, Chairman

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

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

Seminole County
Certificate of Public Convenience and Necessity

COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2008 through September 30, 2009.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: August 11, 2008
Company Name: 4 Jays-management, Inc
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)
Mailing Address: 74 Spring Vista Dr #100
City: Deberry State: FL Zip: 32713
Street Address: Same
City: _____ State: _____ Zip: _____
Contact Person: _____ Phone: 386-860-4355 FAX: 386-575-1101
Email Address: FJL4444@Bellsouth.net
Owner/Stockholders/5% or more: Keith Jung, Vice President 50%
Glen Jung, President 50%
List Prior Companies & Forms of Business: _____

Person responsible for quarterly reports: Christine Shave Phone: 386-860-4355
Email Address: FJL4444@BELLSOUTH.NET EXT. 213

Statement of Capability and Financial Responsibility

I certify that 4 Jays-Management, Inc is capable of performing the service(s) applied for and is Financially Responsible.

Jennifer Jung Signature Date: 8-11-08
Jennifer Jung - Corp. Sec. Print Name above

8019118 NNN1

Seminole County
Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLITION DEBRIS:

- Concrete, brick and fines
- Wood
- Land Clearing Debris
- Asphalt
- Drywall
- Roofing Shingles

RECYCLABLE MATERIALS:

- Newspaper _____
- Glass _____
- Aluminum Cans _____
- Plastic Bottles _____
- Steel Cans _____
- Other Plastics _____
- Ferrous Metals _____
- Non-Ferrous Metals _____
- Corrugated Cardboard _____
- Office Paper _____
- Food Waste _____
- Textiles _____
- Other (specify) _____

SPECIAL WASTE

- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?
If yes, please complete information below.

FACILITY:

Address: _____

City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

!

Materials handled at facility (list all)

_____	_____
_____	_____
_____	_____
_____	_____

Tons handled annually (per material, if applicable)

Item	Tons per year
_____	_____
_____	_____
_____	_____

Where do you deliver materials for disposal and / or processing?

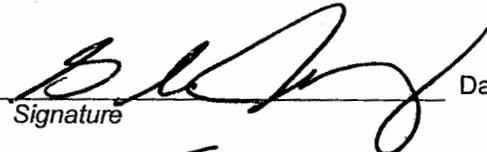
NOTE:

* Include Copies Of All Pertinent Regulatory Agency Operation Permits. Attach additional pages as needed.

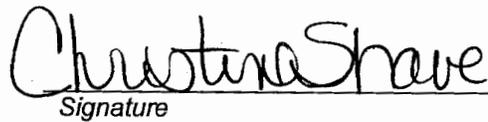
Seminole County
Certificate of Public Convenience and Necessity
COMPLIANCE AGREEMENT

NAME OF COMPANY: 4 Jays - management, Inc

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner:  Date: 8-11-08
Signature

Print Name Glen Jung Date: 8-11-08

Notary  Date: 8-11-08
Signature

Print Name Christine Shave Date: 8-11-08



Seminole County
 Certificate of Public Convenience and Necessity
VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the \$20.00 per vehicle fee.
 Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: 4 Jays Management

YEAR	MAKE	MODEL	TYPE (roll-off, etc)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER For County Use Only
2003	MACK	CV713	Roll-off	N5077H	RO-32	

Total number of vehicles: 1
 X 20.00 per vehicle 20.00
 Sum: 20.00

Make copies as necessary

Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida
COUNTY OF Volusia

COMES NOW, Jennifer Jung, being first duly sworn, who deposes and says:

- (1) That he/she is the Corporate Secretary, an officer of 4 Jays management, Inc corporation existing under the laws of the State of Florida;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Jennifer Jung, Corp. Sec., Affiant

The following Affidavit was signed, acknowledged and sworn to by Jennifer Jung before me this 11th day of August, 20 08

Christine Shave
Notary Public, State of Florida

My commission expires: _____



FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

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[Previous on List](#) [Next on List](#) [Return To List](#)

[Events](#) [Name History](#)

Detail by Entity Name

Florida Profit Corporation

4 JAYS - MANAGEMENT, INC.

Filing Information

Document Number P00000117759
FEI Number 593707204
Date Filed 12/28/2000
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 12/29/2003
Event Effective Date NONE

Principal Address

74 SPRING VISTA DRIVE
SUITE 100
DEBARY FL 32713

Changed 02/20/2008

Mailing Address

74 SPRING VISTA DRIVE
SUITE 100
DEBARY FL 32713

Changed 02/20/2008

Registered Agent Name & Address

JUNG, GLEN
400 ENTERPRISE-OSTEEN RD
OSTEEN FL 32764 US

Address Changed: 03/27/2002

Officer/Director Detail

Name & Address

Title P/D

JUNG, GLEN

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MB
4JAYS-1

DATE (MM/DD/YYYY)
08/11/08

PRODUCER SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS FL 32716 Phone: 407-869-0962 Fax: 407-774-0936		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED 4 Jays-Management, Inc. P O Box 390395 Deltona FL 32739		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Companies	24112
		INSURER B: Bridgfield Employers Ins. Co.	10701
		INSURER C: Fireman's Fund Insurance Co.	21873
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR BLKT ADDITIONAL INSURED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMM1972032	01/20/08	01/20/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	CMM1972032	01/20/08	01/20/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$
A		<input checked="" type="checkbox"/> HIRED AUTOS	CMM1972032	01/20/08	01/20/09	BODILY INJURY (Per accident) \$
A		<input checked="" type="checkbox"/> NON-OWNED AUTOS	CMM1972032	01/20/08	01/20/09	PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83035032	08/30/07	08/30/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
B			83035032	08/30/08	08/30/09	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Fireman's Fund Ins LEASED/RENTED EQUIPMENT	MZI97508806	01/20/08	01/20/09	Equipment 3,067,304.9

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 days notice of cancellation for non-payment. Seminole County, its official, officers and employees are included as additional insureds for General Liability where required by contract, as respects to claims arising from operations of Named Insured only. This COI is being provided in accordance with Chapter 235 Seminole County Code & that the insurance

CERTIFICATE HOLDER SEMINC1 Seminole County 1101 E. 1st St. Sanford FL 32771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

Handwritten initials/signature

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD

HOLDER CODE: SEMINOLA POLICE DEPARTMENT
INSURED'S NAME: American Management, Inc.
POLICY NO: 0110115
DATE OF BIRTH: 01/01/01

is in full compliance with the requirements of Chapter 235 Seminole County Code. Primary & Non-Contributory coverage. *30 days notice of restriction of coverage.

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Clean Site Services, Inc.

Street Address: P. O. Box 2567

City, State & Zip: Orlando, Florida 32802

Type of Operation: Collection Services: Construction & Demolition Debris

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: _____
Brenda Carey, Chairman

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

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

Seminole County
Certificate of Public Convenience and Necessity
COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2008 through September 30, 2009.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 8/20/08

Company Name: Clean Site Services, Inc.
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: P.O. Box 2567

City: Orlando State: FL Zip: 32802

Site Street Address: 421 Broadway Ave

City: Orlando State: FL Zip: 32803

Contact Person: Mike Craft Phone: 407-999-2699 FAX: 407-849-3515

Email Address: mcraft@cleansiteservices.com

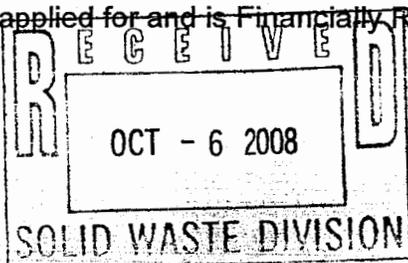
Owner/Stockholders/5% or more: 100%

List Prior Companies & Forms of Business: None

Person responsible for quarterly reports: <u>Mike Craft</u> Phone: <u>407-999-2699</u>
Email Address: <u>Same as above</u>

Statement of Capability and Financial Responsibility

I certify that Clean Site Services is capable of performing the service(s) applied for and is Financially Responsible.



Michael A. Craft 8/20/08
Signature Date
Michael A. Craft
Print Name above

Rec'd 10/6/08

Seminole County
Certificate of Public Convenience and Necessity
TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
 If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLITION DEBRIS:

- Concrete, brick and fines
- Wood
- Land Clearing Debris
- Asphalt _____
- Drywall
- Roofing Shingles

RECYCLABLE MATERIALS:

- Newspaper _____
- Glass _____
- Aluminum Cans _____
- Plastic Bottles _____
- Steel Cans _____
- Other Plastics _____
- Ferrous Metals _____
- Non-Ferrous Metals _____
- Corrugated Cardboard _____
- Office Paper _____
- Food Waste _____
- Textiles _____
- Other (specify) LEED Projects

SPECIAL WASTE

- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?
 If yes, please complete information below.

FACILITY:

Address: _____

City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

!

Materials handled at facility (list all)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Tons handled annually (per material, if applicable)

Item	Tons per year
_____	_____
_____	_____
_____	_____
_____	_____

Where do you deliver materials for disposal and / or processing?

NOTE:

* Include Copies Of All Pertinent
 Regulatory Agency Operation Permits.
 Attach additional pages as needed.

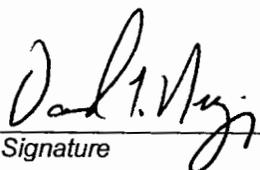
Seminole County
Certificate of Public Convenience and Necessity
COMPLIANCE AGREEMENT

NAME OF COMPANY: Clean Site Services, Inc

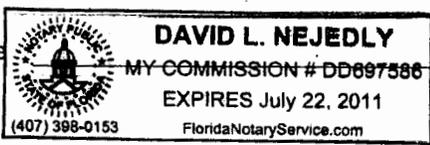
I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner:  Date: ~~8/20/08~~ ^{MAC} 9/17/08
Signature

Print Name Michael A. Craft Date: ~~8/20/08~~ ^{MAC} 9/17/08

Notary  Date: 9/17/08
Signature

Print Name  Date: _____
Date: _____



Seminole County
Certificate of Public Convenience and Necessity
VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the \$20.00 per vehicle fee.

Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: Clean Site Services

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER For County Use Only
2006	Mack	CN713	roll-off	41 N9176H	2	

Total number of vehicles: 1
 X 20.00 per vehicle 20.00
 Sum: \$ 20.00

Make copies as necessary

Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Orange
COUNTY OF Florida

COMES NOW, Michael A. Craft, being first duly sworn, who deposes and says:

- (1) That he/she is the President, an officer of Clean Site Services, Inc corporation existing under the laws of the State of Florida;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

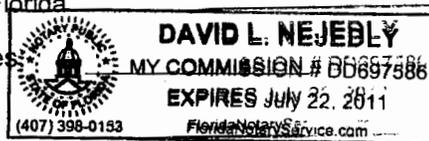
Michael A. Craft, Affiant

The following Affidavit was signed, acknowledged and sworn to by Michael Craft

before me this 17 day of September, 20 08

David L. Nejebly
Notary Public, State of Florida

My commission expires



FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

[Home](#) [Contact Us](#) [E-Filing Services](#) [Document Searches](#) [Forms](#) [H](#)

[Previous on List](#) [Next on List](#) [Return To List](#)

No Events No Name History

Detail by Entity Name

Florida Profit Corporation

CLEAN SITE SERVICES, INC.

Filing Information

Document Number P01000070723
FEI Number 593736988
Date Filed 07/16/2001
State FL
Status ACTIVE

Principal Address

350 S MCKINLEY AVE
ORLANDO FL 32811

Changed 04/12/2007

Mailing Address

PO BOX 2567
ORLANDO FL 32802

Changed 05/03/2008

Registered Agent Name & Address

CRAFT, MICHAEL
350 S MCKINLEY AVE
ORLANDO FL 32811 US

Name Changed: 02/25/2002

Address Changed: 04/12/2007

Officer/Director Detail

Name & Address

Title D

CRAFT, MICHAEL A
PO BOX 2567
ORLANDO FL 32802

Annual Reports

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/11/2008												
PRODUCER (407)788-3000 FAX (407)788-7933 Insurance Office of America, Inc. P.O. Box 162207 Altamonte Springs, FL 32716-2207		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Clean Site Services, Inc P.O. Box 2567 Orlando, FL 32802		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Steadfast Ins</td> <td>26387</td> </tr> <tr> <td>INSURER B: Zurich American</td> <td>16535</td> </tr> <tr> <td>INSURER C: Bridgefield Employers</td> <td>10701</td> </tr> <tr> <td>INSURER D: Scottsdale Ins. Co.</td> <td>41297</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Steadfast Ins	26387	INSURER B: Zurich American	16535	INSURER C: Bridgefield Employers	10701	INSURER D: Scottsdale Ins. Co.	41297	INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Steadfast Ins	26387													
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INSURER C: Bridgefield Employers	10701													
INSURER D: Scottsdale Ins. Co.	41297													
INSURER E:														

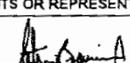
A
A
A
NA

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GPL9672544-00	07/31/2008	07/31/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP9431721-00	07/31/2008	07/31/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$								
D		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	XLS0056269	08/15/2008	07/31/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$								
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0830-38872	01/24/2008	01/24/2009	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ 1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000													
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													
A		OTHER Contractors Pollution Liability	GPL9672544-00	07/31/2008	07/31/2009	\$1,000,000/\$2,000,000 \$10,000 Retention								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Seminole County, its official, officers and employees shall be additional insureds as respects to General Liability. General Liability and Pollution Liability are primary and non-contributory. This COI is being provided in accordance with Chapter 235 Seminole County Code and that the insurance is in full compliance with the requirements of Chapter 235 Seminole County Code. *10 day notice of cancellation applies for non-payment of premium. *30 day notice of restriction of coverage.

CERTIFICATE HOLDER	CANCELLATION
Seminole County 1101 E. First Street Sanford, FL 32771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Nathan Brainard/RAFFEJ 

Handwritten: 10/14/08

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Coniglio Construction, Inc.

Street Address: 1136 Settlers Loop

City, State & Zip: Geneva, Florida 32732

Type of Operation: Collection Services: Construction & Demolition Debris

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: _____
Brenda Carey, Chairman

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

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

Seminole County
Certificate of Public Convenience and Necessity
COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2008 through September 30, 2009.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 8/13/08

Company Name: Coniglio Construction, Inc.
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: 1136 Settlers Loop

City: Geneva State: FL Zip: 32732

Site Street Address: _____

City: _____ State: _____ Zip: _____

Contact Person: Debbie or Kathy Phone: 407-349-5095 FAX: 407-349-1059

Email Address: Coniglioconst@bellsouth.net

Owner/Stockholders/5% or more: Doug Coniglio, President 100%

List Prior Companies & Forms of Business: np

Person responsible for quarterly reports: <u>Debbie Wilde</u>	Phone: <u>407-349-4868</u>
Email Address: <u>debbie - cci@bellsouth.net</u>	<u>407-349-5095</u>

Statement of Capability and Financial Responsibility

I certify that Coniglio Construction, Inc. is capable of performing the service(s) applied for and is Financially Responsible.


Signature: _____ Date: 8/13/08

Doug Coniglio
Print Name above

Seminole County
Certificate of Public Convenience and Necessity
TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?

If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLITION DEBRIS:

- Concrete, brick and fines 3070
- Wood 4070
- Land Clearing Debris _____
- Asphalt _____
- Drywall _____
- Roofing Shingles 3070

RECYCLABLE MATERIALS:

- Newspaper _____
- Glass _____
- Aluminum Cans _____
- Plastic Bottles _____
- Steel Cans _____
- Other Plastics _____
- Ferrous Metals _____
- Non-Ferrous Metals _____
- Corrugated Cardboard _____
- Office Paper _____
- Food Waste _____
- Textiles _____
- Other (specify) _____

SPECIAL WASTE

- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?

If yes, please complete information below.

FACILITY:

Address: _____
 City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

!

Materials handled at facility (list all)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Tons handled annually (per material, if applicable)

Item	Tons per year
_____	_____
_____	_____
_____	_____

Where do you deliver materials for disposal and / or processing?

NOTE:
 * Include Copies Of All Pertinent Regulatory Agency Operation Permits. Attach additional pages as needed.

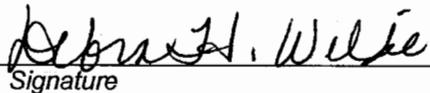
Seminole County
Certificate of Public Convenience and Necessity
COMPLIANCE AGREEMENT

NAME OF COMPANY: Coniglio Construction, Inc.

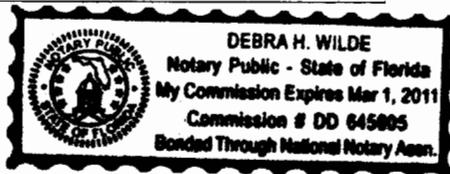
I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner:  Date: 8/13/08
Signature

Print Name Doug Coniglio Date: 8/13/08

Notary  Date: 8/13/08
Signature

Print Name Debra H. Wilde Date: 8/13/08



Seminole County
 Certificate of Public Convenience and Necessity
VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the \$20.00 per vehicle fee.
 Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: Coniglio Construction

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER For County Use Only
2000	Mack	RD688S	Roll-off	N6519J	749	
2005	Peterbilt	357	Roll-off	N4397H	751	

Total number of vehicles: 2
 X 20.00 per vehicle
 Sum: \$40.00

Make copies as necessary

Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida
COUNTY OF Seminole

COMES NOW, Doug Coniglio, being first duly sworn, who deposes and says:

- (1) That he/she is the President, an officer of Coniglio Construction, Inc. corporation existing under the laws of the State of Florida;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

[Signature], Affiant

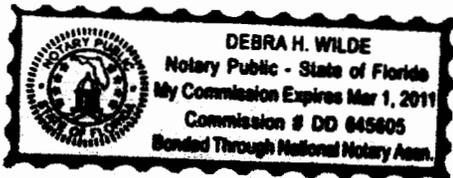
The following Affidavit was signed, acknowledged and sworn to by Doug Coniglio

before me this 13th day of August, 20 08

Debra H. Wilde

Notary Public, State of Florida

My commission expires: 3/1/2011



FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

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[Previous on List](#) [Next on List](#) [Return To List](#)

[No Events](#) [No Name History](#)

Detail by Entity Name

Florida Profit Corporation

CONIGLIO CONSTRUCTION, INC.

Filing Information

Document Number P97000078893

FEI Number 593468111

Date Filed 09/11/1997

State FL

Status ACTIVE

Principal Address

1136 SETTLERS LOOP
GENEVA FL 32732

Changed 01/17/2006

Mailing Address

1136 SETTLERS LOOP
GENEVA FL 32732

Changed 01/17/2006

Registered Agent Name & Address

CONIGLIO, DOUGLAS W
1136 SETTLERS LOOP
GENEVA FL 32732

Address Changed: 01/17/2006

Officer/Director Detail

Name & Address

Title P

CONIGLIO, DOUGLAS
1136 SETTLERS LOOP
GENEVA FL 32732

Title VP

CONIGLIO, LAURA M

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JV
CONIG-1

DATE (MM/DD/YYYY)
10/15/08

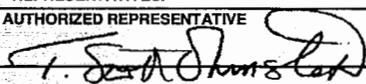
PRODUCER Brown & Brown of Florida, Inc. 2600 Lake Lucien Dr., Ste. 330 Maitland FL 32751-7234 Phone: 407-660-8282 Fax: 407-660-2012	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Coniglio Construction, Inc. 1136 Settlers Loop Geneva FL 32732	INSURER A: Ohio Casualty Ins. Co.	24074
	INSURER B: Bridgefield Employers Ins. Co.	10701
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK053743360	09/23/08	09/23/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA053743360	09/23/08	09/23/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	830-32696	08/10/08	08/10/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Rented/Leased ACV	BK053743360	09/23/08	09/23/09	Item Max \$250,000 Aggregate \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Seminole County, its officers and employees are an additional insured if required by written contract or written agreement on a primary & non-contributory basis, subject to the General Liability Master Pak Blanket Additional insured provisions. This insurance is in full compliance with insurance requirements of Chapter 235 Seminole County Code.

CERTIFICATE HOLDER SEMIN16 Seminole County 1101 E. 1st Street Sanford FL 32771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

NOTEPAD

POLICY CODE

CLASSIFICATION

CONTRACT

PAGE

INSURED'S NAME

DESCRIPTION

DESCRIPTION

DATE

DATE 10/15/98

30 days notice of restriction of coverage. *Except 10 days for non payment of premium.

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: EQ Florida, Inc.

Street Address: 36255 Michigan Avenue

City, State & Zip: Wayne, Michigan 48184

Type of Operation: Collection Services: Hazardous Waste

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: _____
Brenda Carey, Chairman

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

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

Seminole County
Certificate of Public Convenience and Necessity
COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2007 through September 30, 2008.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

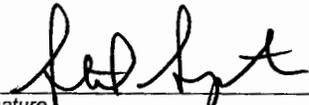
Date: 4/3/08
Company Name: EQ Florida, Inc.
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)
Mailing Address: 7207 E. 8th Avenue
City: Tampa State: FL Zip: 33619
Site Street Address: 2002 N. Orient Road
City: Tampa State: FL Zip: 33619
Contact Person: Stuart Stapleton Phone: 813-319-3423 FAX: 813-628-0842
Email Address: Stuart.Stapleton@EQonline.com
Owner/Stockholders/5% or more: Dave Lusk / Michael Ferrantino / Mike Miller

List Prior Companies & Forms of Business: US Liquids / City Environmental /
Universal Waste Transit /

Person responsible for quarterly reports: <u>Stuart Stapleton</u> Phone: <u>813-319-3423</u>
Email Address:

Statement of Capability and Financial Responsibility

I certify that EQ Florida, Inc is capable of performing the service(s) applied for and is Financially Responsible.


Signature 4/3/08
Date
Stuart Stapleton
Print Name above

RCUD 5-12-08

Seminole County
Certificate of Public Convenience and Necessity
TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
 If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLITION DEBRIS:

- Concrete, brick and fines _____
- Wood _____
- Land Clearing Debris _____
- Asphalt _____
- Drywall _____
- Roofing Shingles _____

RECYCLABLE MATERIALS:

- Newspaper _____
- Glass _____
- Aluminum Cans _____
- Plastic Bottles _____
- Steel Cans _____
- Other Plastics _____
- Ferrous Metals _____
- Non-Ferrous Metals _____
- Corrugated Cardboard _____
- Office Paper _____
- Food Waste _____
- Textiles _____
- Other (specify) _____

SPECIAL WASTE

- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) X _____

Does your company operate a waste management facility in unincorporated Seminole County?
 If yes, please complete information below.

FACILITY:

Address: _____
 City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

!

Materials handled at facility (list all)

_____	_____
_____	_____
_____	_____
_____	_____

Tons handled annually (per material, if applicable)

Item	Tons per year
_____	_____
_____	_____
_____	_____

Where do you deliver materials for disposal and / or processing?

NOTE:

* Include Copies Of All Pertinent
 Regulatory Agency Operation Permits.
 Attach additional pages as needed.

RCRA Hazardous Waste

Seminole County
Certificate of Public Convenience and Necessity
COMPLIANCE AGREEMENT

NAME OF COMPANY: EQ Florida, Inc

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner: *[Signature]* Date: 4-11-08
Signature

Print Name David Lusk Date: 4-11-08

Notary *Jodie L. Estes* Date: 4-11-08
Signature

Print Name Jodie Estes Date: 4-11-08

Jodie L. Estes
Notary Public of Michigan
Wayne County
Expires 08/03/2012
Acting in the County of

Seminole County
 Certificate of Public Convenience and Necessity
 VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the \$20.00 per vehicle fee.
 Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: EQ Florida, Inc.

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER For County Use Only
1997	Volvo		Roll-off	RA29654	50013	
2000	Volvo		Box Truck	RA29655	50014	
2001	Volvo		Box Truck	RA29656	50015	
2006	Navistar		Box Truck	N7980J	376040	
2006	Freightliner		Tractor	37230HZ	546041	
2006	Freightliner		Tractor	16029HZ	546050	
2006	Freightliner		Tractor	16030HZ	546051	

Total number of vehicles: 7
 X 20.00 per vehicle 20.00
 Sum: 140.00

Make copies as necessary

Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida
COUNTY OF Hillsborough

COMES NOW, Bob Mulholland, being first duly sworn, who deposes and says:

- (1) That he/she is the General Manager, an officer of EQ Florida, Inc. corporation existing under the laws of the State of Florida;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

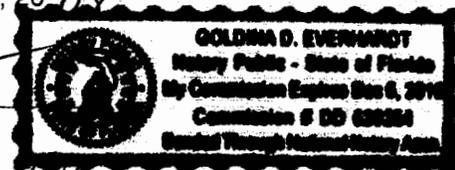
FURTHER AFFIANT SAYETH NAUGHT

Bob Mulholland, Affiant

The following Affidavit was signed, acknowledged and sworn to by Robert Mulholland

before me this 7 day of May, 2009

Goldina D. Everhardt
Notary Public, State of Florida
My commission expires: Dec. 6, 2010



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

[Home](#) [Contact Us](#) [E-Filing Services](#) [Document Searches](#) [Forms](#) [H](#)

[Previous on List](#) [Next on List](#) [Return To List](#)

No Events No Name History

Entity Name

Detail by Entity Name

Foreign Profit Corporation

EQ FLORIDA, INC.

Filing Information

Document Number F03000006003
FEI Number 200414157
Date Filed 12/04/2003
State MI
Status ACTIVE

Principal Address

36255 MICHIGAN AVENUE
WAYNE MI 48184 US

Changed 03/17/2008

Mailing Address

36255 MICHIGAN AVENUE
WAYNE MI 48184 US

Changed 03/17/2008

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Officer/Director Detail

Name & Address

Title PD

LUSK, DAVID M
36255 MICHIGAN AVENUE
WAYNE MI 48184 US

Title ST

WUNDERLICH, KENNETH
36255 MICHIGAN AVENUE
WAYNE MI 48184 US

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
08/07/2008

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE	
INSURED EQ Florida, Inc. 7202 East 8th Ave. Tampa, FL 33619	INSURER A: American International Specialty Lines In	26883-001
	INSURER B: New Hampshire Insurance Company	23841-002
	INSURER C: American International Specialty Lines In	26883-002
	INSURER D: Commerce and Industry Insurance Company	19410-006
	INSURER E: American International Specialty Lines In	26883-004

A+
A+
A+
A+
A+

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

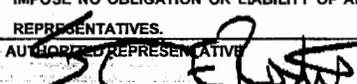
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> \$50,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EG2600963	8/1/2008	8/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA1955437 CA7557770	8/1/2008 8/1/2008	8/1/2009 8/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	EGU2600998	8/1/2008	8/1/2009	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3426631	1/1/2008	1/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER Errors & Omissions and Pollution Liability	COPS1449340	8/1/2008	8/1/2009	\$10,000,000 Each Claim \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
See Attached

CERTIFICATE HOLDER

Seminole County
 Attn: Carol Norwood
 1101 E. 1st Street
 Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


Handwritten initials and date: ON 8/14/08

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: PCM Construction Services, LLC

Street Address: 130 Edinburgh South Drive, Suite 200

City, State & Zip: Cary, North Carolina 27511

Type of Operation: Collection Services: Construction & Demolition Debris

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: _____
Brenda Carey, Chairman

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

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

Seminole County
Certificate of Public Convenience and Necessity
COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2007 through September 30, 2008.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 1-30-08

Company Name: PCM Construction Services, LLC
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: 1400 Crescent Green Dr., Suite 100
City: CARY State: NC Zip: 27518

Site Street Address: 1400 Crescent Green Dr., Suite 100
City: CARY State: NC Zip: 27518

Contact Person: CHRISTINA RAINE Phone: (919)657-1746 FAX: (919)362-0722

Email Address: Craine @ pcmcss.com

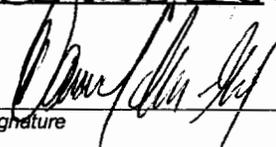
Owner/Stockholders/5% or more: Dawna Hogan-Guerra, Miguel Guerra

List Prior Companies & Forms of Business: N/A

Person responsible for quarterly reports: <u>CHRISTINA RAINE</u> Phone: <u>(919)657-1746</u>
Email Address: <u>Craine @ pcmcss.com</u>

Statement of Capability and Financial Responsibility

I certify that PCM Construction Services, LLC is capable of performing the service(s) applied for and is Financially Responsible.


Signature _____ Date 1-30-08

Dawna Hogan-Guerra
Print Name above

Seminole County
Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLITION DEBRIS:

- Concrete, brick and fines
- Wood
- Land Clearing Debris _____
- Asphalt _____
- Drywall
- Roofing Shingles

RECYCLABLE MATERIALS:

- Newspaper _____
- Glass _____
- Aluminum Cans _____
- Plastic Bottles _____
- Steel Cans _____
- Other Plastics _____
- Ferrous Metals _____
- Non-Ferrous Metals _____
- Corrugated Cardboard _____
- Office Paper _____
- Food Waste _____
- Textiles _____
- Other (specify) _____

SPECIAL WASTE

- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?
If yes, please complete information below.

FACILITY:

Address: _____

City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

Materials handled at facility (list all)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Tons handled annually (per material, if applicable)

Item	Tons per year
_____	_____
_____	_____
_____	_____

Where do you deliver materials for disposal and / or processing?

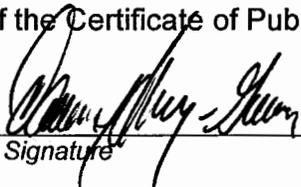
NOTE:

* Include Copies Of All Pertinent Regulatory Agency Operation Permits. Attach additional pages as needed.

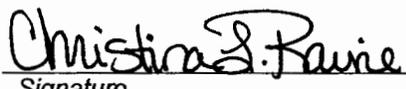
Seminole County
Certificate of Public Convenience and Necessity
COMPLIANCE AGREEMENT

NAME OF COMPANY: PCM Construction Services, LLC

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner:  Date: 1-30-08
Signature

Print Name Dawnna Hogan - Guevara Date: 1-30-08

Notary  Date: 1-30-08
Signature

Print Name CHRISTINA L. RAINE Date: 1-30-08



PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED EQ Florida, Inc. 7202 East 8th Ave. Tampa, FL 33619		INSURER A: American International Specialty Lines In	26883-001
		INSURER B: New Hampshire Insurance Company	23841-002
		INSURER C: American International Specialty Lines In	26883-002
		INSURER D: Commerce and Industry Insurance Company	19410-006
		INSURER E: American International Specialty Lines In	26883-004

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Excess Liability
 Carrier: Lexington Insurance Company/19437-001
 Policy Number: 4726635
 Policy Term: 8/1/2008 - 8/1/2009
 Limits:
 \$15,000,000 Occurrence
 \$15,000,000 Aggregate

Pollution Legal Liability
 Carrier: American International Specialty Lines Insurance/26883-007
 Policy Number: PLS2673560
 Policy Term: 8/1/2008 - 8/1/2009
 \$35,000,000 Each Incident
 \$35,000,000 Aggregate

Contractors Equipment
 Issuing Carrier: Fireman's Fund Insurance Company/21873-001
 Policy Number: MXI97910150
 Policy Term: 8/1/2008 - 8/1/2009
 "All Risk" subject to policy conditions
 \$14,785,328 Scheduled Limit
 \$ 500,000 Leased/Rented Limit Per Item

30 days notice of restriction of coverage applies.

Certificate is provided in accordance with, and is in full compliance with Insurance Requirements required by Seminole County Code, Chapter 235.

It is agreed that Seminole County, Officials, Officers and Employees are included as Additional Insureds as respects to General Liability Coverage.

Coverage is Primary and Non-contributory.

Seminole County
 Certificate of Public Convenience and Necessity
VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the \$20.00 per vehicle fee.

Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: PCM Construction Services, LLC

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER For County Use Only
2007	Ford	F-750	Dump	H628QX	636	
2007	Ford	F-750	Dump	H627QX	637	
2007	Ford	F-750	Dump	J800MP	638	
2007	Ford	F-750	Dump	I012KH	639	

Total number of vehicles: 4
 X 20.00 per vehicle 20.00
 Sum: \$80.00

Make copies as necessary

Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF North Carolina
COUNTY OF WAKE

COMES NOW, Dawna Hogan-Guerra, being first duly sworn, who deposes and says:

- (1) That he/she is the Member Manager, an officer of PCM Construction Services, LLC A limited liability company corporation existing under the laws of the State of North Carolina;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

[Signature], Affiant

The following Affidavit was signed, acknowledged and sworn to by Dawna Hogan-Guerra

before me this 30th day of January, 20 08



Christina L. Raine
Notary Public, State of Florida

My commission expires: 4-29-12

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Detail by Entity Name

Foreign Limited Liability Company

PCM CONSTRUCTION SERVICES, LLC

Filing Information

Document Number M07000001199
FEI Number NONE
Date Filed 03/05/2007
State ~~NC~~
Status **ACTIVE**
Last Event ~~LC AMENDMENT~~
Event Date Filed 10/01/2007
Event Effective Date NONE

Principal Address

130 EDINBURGH SOUTH DR. SUITE 200
CARY NC 27511

Mailing Address

130 EDINBURGH SOUTH DR. SUITE 200
CARY NC 27511

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Manager/Member Detail

Name & Address

Title MGRM
HOGAN, DAWNNA L
130 EDINBURGH SOUTH DR. SUITE 200
CARY NC 27511

Title MGR

GUERRA, MIGUEL
130 EDINBURGH SOUTH DR. SUITE 200

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LH DATE (MM/DD/YYYY)
PCMIN-1 10/06/08

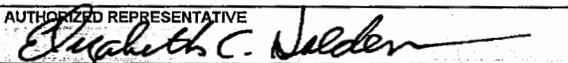
PRODUCER TriSure Corporation-JH 4325 Lake Boone Trail Suite 200 Raleigh NC 27607 Phone: 919-469-2473 Fax: 919-467-4987	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED PCM Construction Services LLC 1400 Crescent Green Drive #100 Cary NC 27518	INSURER A: Amerisure Mutual Insurance Co.	A NA
	INSURER B: The Cincinnati Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRB	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Lia. POLICY WRITTEN WITH NO DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP202228501	07/23/08	07/23/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA2022284	07/23/08	07/23/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	XS4496889	07/23/08	07/23/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2022286	07/23/08	07/23/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		Leased and/or Rented Equipment	CPP202228501	07/23/08	07/23/08	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The County, its officials, officers and employees are included as additional insureds. Certificate is provided in accordance with Seminole County Code, Chapter 235. Coverage is in full compliance with insurance requirements of Seminole County Code, Chapter 235. Such Insurance is on a primary and non contributory basis. 30 Days notice of restriction of coverage

CERTIFICATE HOLDER SEM1950 Seminole County 1101 E. 1st Street Sanford FL 32771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

Handwritten initials and date: 10/14/08

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: RMD Americas of Florida, LLC

Street Address: 270 Barnes Boulevard

City, State & Zip: Rockledge, Florida 32955

Type of Operation: Collection Services: Special Waste

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: _____
Brenda Carey, Chairman

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

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

Seminole County
Certificate of Public Convenience and Necessity

COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2008 through September 30, 2009.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 9/2/08
Company Name: RMD Americas of Florida LLC
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)
Mailing Address: 270 Barnes Boulevard
City: Rockledge State: FL Zip: 32955
Site Street Address: Same as above
City: _____ State: _____ Zip: _____
Contact Person: Mary Merritt Phone: 321.636.3532 FAX: 321.631.5325
Email Address: mmerritt@rmdamericas.com
Owner/Stockholders/5% or more: RMD Americas USA, LLC 92%
Vincent Contestibile 5%

List Prior Companies & Forms of Business: _____

Person responsible for quarterly reports: <u>Tammy Hord</u> Phone: <u>321.636.3532</u>
Email Address: <u>thord@rmdamericas.com</u>

Statement of Capability and Financial Responsibility

I certify that RMD Americas of Florida LLC is capable of performing the service(s) applied for and is Financially Responsible.

Mary K. Merritt 9/2/08
Signature Date
Mary K. Merritt
Print Name above

Seminole County
 Certificate of Public Convenience and Necessity
TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
 If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLITION DEBRIS:

- Concrete, brick and fines _____
- Wood _____
- Land Clearing Debris _____
- Asphalt _____
- Drywall _____
- Roofing Shingles _____

RECYCLABLE MATERIALS:

- Newspaper _____
- Glass _____
- Aluminum Cans _____
- Plastic Bottles _____
- Steel Cans _____
- Other Plastics _____
- Ferrous Metals _____
- Non-Ferrous Metals _____
- Corrugated Cardboard _____
- Office Paper _____
- Food Waste _____
- Textiles _____
- Other (specify) _____

SPECIAL WASTE

- Yard Trash _____
- White Goods _____
- Tires _____ ✓
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?
 If yes, please complete information below. **N/A**

FACILITY:

Address: _____
 City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

!

Materials handled at facility (list all)

_____	_____
_____	_____
_____	_____
_____	_____

Tons handled annually (per material, if applicable)

Item	Tons per year
_____	_____
_____	_____
_____	_____

Where do you deliver materials for disposal and / or processing?

NOTE:

* Include Copies Of All Pertinent Regulatory Agency Operation Permits. Attach additional pages as needed.

Seminole County
Certificate of Public Convenience and Necessity
COMPLIANCE AGREEMENT

NAME OF COMPANY: RMD Americas of Florida LLC

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner: *Mary K Merritt* Date: 9/2/08
Signature

Print Name Mary K. Merritt Date: _____

Notary *Joan Marshall* Date: 9/2/08
Signature

Print Name Joan Marshall Date: _____

NOTARY PUBLIC STATE OF FLORIDA
Joan Marshall
Commission # DD802152
Expires: AUG. 17, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

**SEMINOLE COUNTY
 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
 Vehicle Identification**

RMD Americas of Florida, LLC (Company Name)

VEHICLE IDENTIFICATION LIST

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>Fleet Id</u>	<u>Tag #</u>	<u>Decal #</u>
2000	Mack	Tractor	Trailer	3	X05YEW	
2000	Mack	Tractor	Trailer	4	X04YEW	
2000	Mack	Tractor	Trailer	5	X03YEW	
2002	Mack	Tractor	Walking Floor	98	Y4760A	
1997	Peterbilt	Tractor	Trailer	33	A9520S	
2002	Mack	Tractor	Trailer	99	P985JY	
2005	Hino	Truck	Box	151	C921LA	
2002	Mack	Tractor	Trailer	152	P400PR	
2001	Mack	Tractor	Trailer	156	B047VZ	
2001	Mack	Tractor	Trailer	157	B048VZ	
2006	Hino	Truck	Box	174	P475EC	
2006	Hino	Truck	Box	175	C230WD	
2006	Hino	Truck	Box	176	T238KJ	

TOTAL NUMBER OF VEHICLES 13.00
 x \$20.00 PER VEHICLE 20.00
\$ 260.00

Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida
COUNTY OF Brevard

COMES NOW, Mary K. Merritt, being first duly sworn, who deposes and says:

- (1) That he/she is the VP of Finance, an officer
of RMD Americas of Florida LLC corporation existing under
the laws of the State of Florida;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity
Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience
and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Mary K Merritt, Affiant

The following Affidavit was signed, acknowledged and sworn to by MARK K MERRITT

before me this 2nd day of SEPTEMBER, 20 08

Joan Marshall
Notary Public, State of Florida

My commission expires: 8/17/12

NOTARY PUBLIC STATE OF FLORIDA
Joan Marshall
Commission # DD802152
Expires: AUG. 17, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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[Previous on List](#) [Next on List](#) [Return To List](#)

No Events No Name History

Detail by Entity Name

Florida Limited Liability Company

RMD AMERICAS OF FLORIDA, LLC

Filing Information

Document Number L04000025682
FEI Number 270086674
Date Filed 04/05/2004
State FL
Status ACTIVE

Principal Address

270 BARNES BLVD
ROCKLEDGE FL 32955

Changed 04/18/2008

Mailing Address

270 BARNES BLVD
ROCKLEDGE FL 32955

Changed 04/18/2008

Registered Agent Name & Address

DEVRIES, JACALYN
270 BARNES BLVD
ROCKLEDGE FL 32955 US

Name Changed: 02/05/2007

Address Changed: 04/18/2008

Manager/Member Detail

Name & Address

Title MGRM
RMD AMERICAS USA, LLC
270 BARNES BLVD
ROCKLEDGE FL 32955

Annual Reports

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2008

PRODUCER Euclid Insurance Agencies, LLC 4450 W Eau Gallie Blvd., #164 Melbourne, FL 32934 800 407-4077	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED RMD Americas USA, LLC & All Its Affiliated Companies 270 Barnes Blvd. Rockledge, FL 32955	INSURER A: Admiral Insurance Company	AH
	INSURER B: Arch Specialty	NA
	INSURER C: Steadfast Insurance Company	NA
	INSURER D: National Union Fire Insurance	NA
	INSURER E: Zurich American	A

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY <input checked="" type="checkbox"/> NON CONTRIBUTUTORY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CA0001209602 CONTRACTUAL OCCURENCE MADE BLANKET ADDL INS	06/29/08	06/29/09	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
E			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP913262501	06/29/08	06/29/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN EA ACC AGG	\$
B	B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	UFP002222901 OCCURENCE MADE	06/29/08	06/29/09	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$
							OVER GL ONLY	\$
								\$
								\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C			OTHER POLLUTION	CPL967119100	06/29/08	06/29/09	\$1,000,000 EACH CLAIM	
D			EQUIPMENT	2632845	06/29/08	06/29/09	\$25,000 DEDUCTIBLE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL NAMED INSURED ARE TO READ AS FOLLOWS:

RMD AMERICAS OF FLORIDA, LLC DBA AFFORDABLE TIRE; RMD AMERICAS DISTRIBUTION, LLC; MERIDIAN HOLDINGS, LLC; MERIDIAN OPERATIONS, LLC; OXFORD TREADS, LLC; MY SUPPLY, LLC; MARTIN TIRE OPERATIONS, LLC; MARION
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SEMINOLE COUNTY
1101 E 1ST STREET
SANFORD, FL 32771

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Paul [Signature]

AK 10/08

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

HOLDINGS, LLC; RMD AMERICAS SPORTS & RECREATION PRODUCTS, LLC; & URBAN SOLUTIONS ASSOCIATES, LLC-

SEMINOLE COUNTY, ITS OFFICIALS, OFFICERS AND EMPLOYEES SHALL BE ADDITIONAL INSURED. THE COI IS BEING PROVIDED IN ACCORDANCE WITH CHAPTER 235 SEMINOLE COUNTY CODE AND THAT THE INSURANCE IS IN FULL COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 235 SEMINOLE COUNTY CODE. 30 DAYS NOTICE OF RESTRICTION OF COVERAGE.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ET
RMDAMER

DATE (MM/DD/YYYY)
10/06/08

PRODUCER J Rolfe Davis Insurance P.O. Box 4927 Orlando FL 32802-4927 Phone: 407-691-9600	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED RMD Americas USA, LLC 270 Barnes Blvd Rockledge FL 32955	INSURER A: FFVA Mutual Insurance Company	10385
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

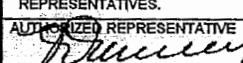
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC84000175062008A	02/08/08	02/08/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate of Insurance is being provided in accordance with Chapter 235 Seminole County Code and is in full compliance with the Insurance requirements of Chapter 235 Seminole County Code.

Non-Payment Cancellation subject to Florida Statute.

30 days Notice of Restriction of Coverage, Except per Florida Statute.

CERTIFICATE HOLDER SEMICOU Seminole County 1101 E 1st St, Sanford, FL Mail address: SWMD/C, Norwood 1950 SR 419 Longwood FL 32750	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: SP Recycling Corporation

Street Address: 709 Papermill Road

City, State & Zip: Dublin, Georgia 30127

Type of Operation: Collection Services: Construction & Demolition Debris; Recyclable Materials; and Special Waste

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: Brenda Carey, Chairman

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

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

Seminole County
Certificate of Public Convenience and Necessity
COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2008 through September 30, 2009.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 8-08-08
Company Name: SP Recycling Corp.
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)
Mailing Address: 5303 N. Orange Blossom Trail
City: Orlando State: FL Zip: 32810
Site Street Address: 5303 N. Orange Blossom Trail
City: Orlando State: FL Zip: 32810
Contact Person: Paul Junk Phone: 407-295-2001 FAX: 407-296-0965
Email Address: paul.junk@spnewsprint.com
Owner/Stockholders/5% or more: _____

List Prior Companies & Forms of Business: _____

Person responsible for quarterly reports: <u>Leticia Melendez</u> Phone: <u>407-295-2001</u>
Email Address: <u>lety.melendez@spnewsprint.com</u>

Statement of Capability and Financial Responsibility

I certify that SP Recycling Corp. is capable of performing the service(s) applied for and is Financially Responsible.

Paul Junk 8/15/08
Signature Date
Paul Junk
Print Name above

Seminole County
Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLITION DEBRIS:

- Concrete, brick and fines
- Wood
- Land Clearing Debris
- Asphalt
- Drywall
- Roofing Shingles

RECYCLABLE MATERIALS:

- Newspaper
- Glass
- Aluminum Cans
- Plastic Bottles
- Steel Cans
- Other Plastics
- Ferrous Metals _____
- Non-Ferrous Metals _____
- Corrugated Cardboard
- Office Paper
- Food Waste _____
- Textiles _____
- Other (specify) _____

SPECIAL WASTE

- Yard Trash
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?
If yes, please complete information below.

FACILITY:

Address: _____
City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

!

Materials handled at facility (list all)

_____	_____
_____	_____
_____	_____
_____	_____

Tons handled annually (per material, if applicable)

Item	Tons per year
_____	_____
_____	_____
_____	_____

Where do you deliver materials for disposal and / or processing?

NOTE:

* Include Copies Of All Pertinent Regulatory Agency Operation Permits. Attach additional pages as needed.

Seminole County
 Certificate of Public Convenience and Necessity
 VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the \$20.00 per vehicle fee.

Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: SP Recycling Corp.

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER For County Use Only
2006	Mack	cab over	Front end loader	N 5665I	160	
2008	Mack	mrw 6013	Front end loader	N 9912N	170	
1999	Mack	Granite	Roll off	N 9116D	240	
2007	Mack	Granite	Roll off	N 3188L	250	
2008	Mack	Granite	Roll off	N 8336N	260	
2005	Freightliner	Day Cab	Semi	A 263CH	300	

Total number of vehicles: 6
 X 20.00 per vehicle 20.00
 Sum: 120.00

Make copies as necessary

Seminole County
Certificate of Public Convenience and Necessity
COMPLIANCE AGREEMENT

NAME OF COMPANY: SP Recycling

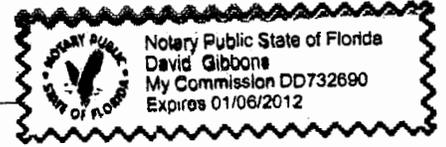
I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner: *Paul Junk* Date: 8/15/08
Signature

Print Name Paul Junk Date: 8/15/08

Notary *[Signature]* Date: 8/15/08
Signature

Print Name _____ Date: _____



Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida
COUNTY OF ORANGE

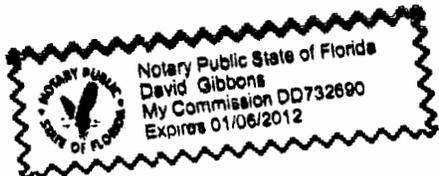
COMES NOW, Paul Junk, being first duly sworn, who deposes and says:

- (1) That he/she is the Division Manager, an officer of SP Recycling corporation existing under the laws of the State of Georgia;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Paul Junk, Affiant

The following Affidavit was signed, acknowledged and sworn to by Paul J Junk
before me this 15 day of August, 2008



Notary Public, State of Florida

My commission expires: _____

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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[Events](#) [Name History](#)

Detail by Entity Name

Foreign Profit Corporation

SP RECYCLING CORPORATION

Filing Information

Document Number 842889
FEI Number 581312936
Date Filed 03/27/1979
State GA
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 02/23/2000
Event Effective Date NONE

Principal Address

245 PEACHTREE CENTER AVE NE
SUITE 1800
ATLANTA GA 30303 US
Changed 02/20/2006

Mailing Address

709 PAPERMILL RD
ATTN: ACCOUNTING DEPARTMENT
DUBLIN GA 31027 US
Changed 04/08/2005

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION FL 33324 US

Name Changed: 02/28/1992

Address Changed: 02/28/1992

Officer/Director Detail

Name & Address

Title EVP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2008

PRODUCER (212)791-4300 FAX (212)791-0456
The Rubin Group, Inc.
111 John Street
Suite 1900
New York, NY 10038

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED SP Recycling Corporation
c/o SP Newsprint Company
709 Papermill Road
Dublin, GA 31027

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co	19682
INSURER B:	American Guarantee & Liability	26247
INSURER C:	Hartford Ins.Co.of the Midwest	37478
INSURER D:		
INSURER E:		

A+
NA
A+

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	10UENIT8421	06/28/2008	06/28/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		Form HG0001 06-05				PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
A		AUTOMOBILE LIABILITY	10UENIT8421	06/28/2008	06/28/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
<input checked="" type="checkbox"/> \$1,000 Comp							
<input checked="" type="checkbox"/> \$1,000 Coll							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY	AUC591619100	06/28/2008	06/28/2009	EACH OCCURRENCE	\$ 30,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 30,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	10WNR2100	06/28/2008	06/28/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Seminole County, it's officials, officers and employees are included as Additional Insureds.
Coverage/Certificate is provided in compliance and accordance with Seminole County Code Chapter 235.
Coverage is Primary and Non-Contributory. County shall be given 30 days written notice prior to cancellation or restriction of coverage.

CERTIFICATE HOLDER	CANCELLATION
Seminole County 1101 E 1st Street Sanford, FL 32771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Arthur White/LUIS

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Homeland Security Grant - Replacement Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the replacement grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$39,899.00 in funding through their Homeland Security grant program.

County-wide

Jennifer Bero, Alan Harris

BACKGROUND:

Administered by the Florida Division of Emergency Management (FDEM), the Florida Homeland Security Grant Program provides funding to assist local government with enhancing emergency management programs to include planning, training, and exercises. Allocations of this non-matching grant are disbursed on an annual basis. On January 22, 2008, the Board approved a grant agreement with the FDEM in acceptance of \$43,649; the FY 07/08 allocation due to be expended by April 30, 2010.

Staff recently learned the FDEM inadvertently closed the grant immediately following remittance of the first quarter reimbursement. For the grant to be reinstated and the remaining balance of \$39,899 available for reimbursement to Seminole County, the FDEM is requiring the Board to approve and authorize the Chairman to execute a replacement grant agreement. The amount of the first quarter reimbursement was \$3,750.

There is no budgetary impact to approval of this agreement as the funds are included in the adopted FY 08/09 budget.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the replacement grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$39,899.00 in funding through their Homeland Security grant program.

ATTACHMENTS:

- 1. Agreement

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

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **SEMINOLE COUNTY**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, 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 hereinafter set forth; and

C. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Division and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin July 1, 2007 and shall end April 30, 2010, 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 mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of 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 demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided 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, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after 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 supporting 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 be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Division. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department and/or the Division 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 indicates 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. 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 relative to 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 elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us
and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us
and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department and the Division pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department and 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, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department or 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) 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 Department and the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports, and with 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 such other information as requested by the Division.

(b) Quarterly reports are due to be received by the Division no later than 30 days after the end of each quarter of the program year and shall continue to be submitted 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 upon completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies, prescribed above, 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 such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work, Attachment A.

(e) The Recipient shall provide such additional program updates, reports or information as may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work, Attachment A is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such

review shall be made for each function or activity set forth in the Budget and Scope of Work, Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division 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 Comptroller 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 shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Division shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time 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 in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Commence 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) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. requiring the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Division any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish 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 the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Division by virtue of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as 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 identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Chanda D. Brown
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: **850-414-8538**
Fax: **850-488-7842**
Email: **chanda.brown@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
1101 East First Street
Sanford, Florida 32771
Telephone: **407-665-5017**
Fax: **407-665-5036**
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 rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval prior to execution of the subcontract 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

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 herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – 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 **\$39,899** subject to the availability of funds.

(b) 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 (3) 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, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. No advance payment is requested.
2. An advance payment of \$_____ is requested.

(c) 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 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting or the Federal Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

(18) REPAYMENTS

All refunds or repayments to be made to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at 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 to the Division an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Division shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Division paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD 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 subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) 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 lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment D) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Division prior to the Recipient entering into a contract with any prospective 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) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(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 Department.

(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 such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) Unless inconsistent with the public interest or unreasonable in cost, 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.

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division in connection with 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 undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

(22) 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 brings to the performance of this Agreement 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 arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant 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 so 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.

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment G.

(25) This Agreement shall supersede and replace that previous agreement number 08-DS-60-06-69-01-339 dated February 20, 2008, between the Department and the Recipient (the "Previous Agreement"), particularly as to the extent of the stated reduction in available grant funding from \$43,649 to \$39,899 and as to any other matters that are the subject of both instruments generally. Upon the execution of this Agreement by both parties, the previous agreement shall no longer be in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT: SEMINOLE COUNTY

BY: _____
Name and title: _____, Chairman
Date: _____
SAMAS # _____ FID# 59-6000856

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

BY: _____
Name and Title: W. Craig Fugate, Director
Date: _____

ATTEST:

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

Approved as to form & legal sufficiency:

County Attorney

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program – Department of Homeland Security – CFDA # 97.067
\$39,899.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2007-08 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Budget and Scope of Work

Proposed Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

- ✚ No more than 3% of the total award may be expended on Management and Administration costs by the Recipient.
- ✚ At the discretion of the Recipient, funds allocated to Management and Administration (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.
- ✚ The transfer of funds between planning, training, exercises and management & administration is **permitted**, for this contract only, whereas management & administration costs do not exceed 3% of the Recipient's total award.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issue 10	Seminole County Emergency Management	Planning	\$38,703.00
		Training	
		Exercises	
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right. (Only 3% can be allocated for each line item))	\$1,196.00
Total Award		\$39,899.00	

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue 10 as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Budget Detail Worksheet Issue 10 – Eligible Activities			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill funding for emergency preparedness and response personnel attending G&T-sponsored and approved training classes and technical assistance programs. Grantees may also use G&T grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G&T training.			
Training Workshops and Conferences - Grant funds may be used to plan and conduct training workshops or conferences to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and training plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured by the state in the design, development, conduct, and evaluation of CBRNE training. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			

Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the training project(s) or for attending ODP-sponsored courses. These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).			
Tuition for higher education			
Other Items - These costs include the rental of space/locations for planning and conducting training, badges, etc.			
A complete list of G&T approved courses may be found at www.ojp.usdoj.gov/odp/docs/Eligible_Federal_Courses.pdf			
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses. Grantees may also use G&T grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G&T exercises.			
Implementation of HSEEP (Homeland Security Exercise and Evaluation Program)			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			

Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
The scenarios used in SHSGP funded exercises must be terrorism-related and based on the State Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. <i>A state or local jurisdiction that conducts an exercise using SHSGP funds must follow the HSEEP doctrine and protocols located at http://www.ojp.usdoj.gov/odp/exercises.htm#hseep.</i>			
Eligible Management and Administration Costs (management and administration costs may not exceed 3% of the Recipient's total award)			
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> ✦ To assist with the management of the FY 2007 SHSGP ✦ To assist with design, requirements and the implementation of the FY 2007 SHSGP ✦ To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the FY 2007 SHSGP 			
Hiring of full-time or part-time staff or contractors/consultants and expenses related to: <ul style="list-style-type: none"> ✦ HSGP pre-application submission management activities and application requirements. ✦ Meeting compliance with reporting/data collection requirements, including data calls. 			
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.			
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of G&T – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to G&T – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.			
Travel expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).			
Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the contract period: <ul style="list-style-type: none"> ✦ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ✦ Leasing and/or renting of space for newly hired personnel to administer programs within FY 2007 SHSGP. 			
TOTAL			

Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2007 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security, National Preparedness Directorate. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Issue 10. Planning, Training and Exercises for Local and Regional Efforts

FY 2007 SHSGP, Issue 10, allowable costs are divided into the following categories: **planning, training and exercises**. In addition, **management and administration costs** are also allowable. Management and administration costs may not exceed 3% of the Recipient's total award.

A. Planning

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with implementing the National Preparedness Goal and Guidance
- Costs associated with implementing and adopting NIMS
- Costs associated with complying with the requirements for the National Preparedness System (NPS) that includes jurisdictional review of the Target Capabilities List (TCL)
- Costs associated with modifying existing incident management and EOPs to ensure proper alignment with the NRP coordinating structures, processes, and
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Designing state and local geospatial data systems
- Developing related critical infrastructure terrorism prevention activities including:
 - Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
 - Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Developing related terrorism prevention activities including, including but not limited to the following:

- Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery.
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism.
- Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils.
- Citizen Corps volunteer programs and other activities to strengthen citizen participation.
- Conducting public education campaigns, including promoting individual, family and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional or local emergency preparedness efforts that build upon the *Ready* campaign.
- Evaluating CIP security equipment and/or personnel requirements to protect and secure sites.
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments.

Developing and enhancing plans and protocols, including but not limited to:

- Developing or enhancing EOPs and operating procedures.
- Developing terrorism prevention/deterrence plans.

- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies.
- Developing or enhancing border security plans.
- Developing or enhancing cyber security plans.
- Developing or enhancing cyber risk mitigation plans.
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans.
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans.
- Developing or updating local or regional communications plans.
- Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies.
- Developing or enhancing continuity of operations and continuity of government Plans.
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRP.
- Developing or enhancing evacuation plans.
- Developing or enhancing citizen surge capacity.

Developing or conducting assessments, including but not limited to:

- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans.
- Conducting cyber risk and vulnerability assessments.
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources.
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness).
- Activities that directly support the identification of pre-designated temporary housing sites.

B. Training

Funds may be used to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include: 1. Establishment of support for, conduct of, and attendance at preparedness training programs within existing training academies/institutions, universities, or junior colleges. Preparedness training programs are defined as those programs related to prevention, protection, response, and or recovery from natural, technical, or manmade catastrophic incidents, supporting one or more Target Capabilities in alignment with national priorities as stated in the Goal. Examples of such programs include but are not limited to CBRNE terrorism, critical infrastructure protection, cyber security, and citizen preparedness. 2. Overtime and backfill costs associated with attendance at G&T-sponsored and approved training classes and technical assistance programs. SHSP may also be used for training citizens in awareness, prevention, protection, response, recovery skills.

Reimbursement Requirements. In order to be reimbursed the following steps must be completed:

- Submit invoices for all costs
- Requests for backfill must be accompanied by proof of payment to the payee
- Requests for overtime must be accompanied by timesheets indicating the extra hours worked and proof of payment to the payee
- Submit copies of the sign in sheets from the training

C. Exercises

Funds may be used to design, develop, conduct, and evaluate exercises that:

- Provide homeland security preparedness personnel and volunteers a venue to practice prevention, protection, response, and recovery activities.
- Evaluate prevention and response plans, policy, procedures, and protocols, including NIMS and NRP.
- Assess the readiness of jurisdictions to prevent and respond to terrorist attacks.
- Encourage coordination with surrounding jurisdictions in prevention, protection, response, and recovery activities.
- Implementation of HSEEP, including developing and maintaining a self-sustaining State Homeland Security Exercise and Evaluation Program that is modeled on the national HSEEP.

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV,

which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.lis.gov>.

Exercise Scenarios. The scenarios used in SHSGP-funded exercises include catastrophic events, provided that they also build capabilities that relate to terrorism and based on the State or Urban Area Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Grantees that need further clarification on scenarios should consult with their State Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including 12 terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities (See *HSPD-8: National Preparedness* on page 49). Citizen participation in exercises is encouraged to include backfilling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s). If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event. All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to the State following every TTX, drill, FE, and FSE. AAR/IPs must be provided to the State within 30 days following completion of each exercise (see HSEEP Volume II, Appendix A).

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to the State following every TTX, drill, FE, and FSE. AAR/IPs must be provided to the State within 45 days following completion of each exercise (see HSEEP Volume II, Appendix A).

Reimbursement Requirements. In order to be reimbursed the following steps must be completed:

- All exercises must be posted on the National Exercise Schedule on the HSEEP web site <https://hseep.dhs.gov/toolkit.htm>. They must be approved by the Exercise Administrative Authority for the state before they will be eligible for reimbursement.
- Submit invoices for all costs
- Requests for backfill must be accompanied by proof of payment to the payee
- Requests for overtime must be accompanied by timesheets indicating the extra hours worked and proof of payment to the payee
- Submit an Exercise Plan or Situation Manual along with completed After Action Report with Improvement Plan
- Submit copies of the sign in sheets from the exercise

D. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs by the sub-recipients.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the FY 2007 SHSGP
- To assist with design, requirements and the implementation of the FY 2007 SHSGP
- To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the FY 2007 SHSGP

Hiring of full-time or part-time staff or contractors/consultants and expenses related to:

- Meeting compliance reporting/data collection requirements, including data calls

Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of G&T – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to G&T – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel to administer programs within the FY 2007 SHSGP

E. Unauthorized Expenditures

- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- General-use computers and related equipment
- General-use vehicles
- Licensing fees
- Weapons systems and ammunition
- Construction or renovation of facilities that would have been reasonably necessary due to non-terrorist threats
- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Recurring Costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill

F. Overtime and Backfill Guidance

Overtime: Expenses incurred by those personnel who, as a result of G&T-approved activities, are performing over and above their normal, scheduled work hours or work week.

Backfill (also called Overtime as Backfill): Expenses incurred by those personnel who are working over and above their normal, scheduled work hours, or work week, in order to perform the duties of other personnel who are temporarily assigned to G&T-approved activities outside their core responsibilities. The OJP OC does not distinguish between Overtime and Overtime as Backfill – they are both viewed as overtime regardless of whether the individual has performed more hours in their normally assigned place of duty or if the overtime accrued as a result of being re-assigned to a different place of duty. Overtime and backfill do not result in an increase of full-time employees (FTEs).

II. National Preparedness Initiatives

Urban Areas are strongly encouraged to pay close attention to the language in these sections in order to stay abreast of initiatives being highlighted by DHS and to comply with associated program requirements.

A. National Incident Management System (NIMS)

NIMS provides a consistent nationwide approach for federal, state, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size or complexity. Since FY 2007 is a critical year for initial NIMS adoption, the Recipient should start now by prioritizing FY 2007 preparedness assistance (in accordance with the eligibility and allowable uses of the grant) to facilitate its implementation.

1. Minimum FY 2007 NIMS Compliance Requirements

- Incorporating NIMS into existing training programs and exercises;
- Completion of the NIMCAST tool
- Ensuring that federal preparedness funding supports NIMS implementation (in accordance with the eligibility and allowable uses of the grants);
- Incorporating NIMS into emergency operations planning;
- Promotion of mutual aid agreements; and,
- Institutionalizing the use of the Incident Command System (ICS).

2. Local units of government should support NIMS implementation by:

- **Having relevant personnel complete the NIMS Awareness Course:**

These independent study courses are available on-line and will take between forty-five minutes to three hours to complete. The course is available on the Emergency Management Institute web page at: <http://training.fema.gov>

- **Formally recognizing NIMS and adopting NIMS principles and policies.** The NIC will provide sample language and templates to assist in formally adopting NIMS through legislative and/or executive/administrative means.
- **Establish a NIMS baseline by determining which NIMS requirements are already satisfied.** The NIC is developing a web-based self-assessment system, the NIMS Capability Assessment Support Tool (NIMCAST) to evaluate their incident response and management capabilities. The NIC is currently piloting the NIMCAST with a limited number of states. Upon completion of the pilot, the NIC will provide all potential future users with voluntary access to the system.

3. FY 2007 Requirements

In order for the State to receive FY 2007 preparedness funding, the compliance requirements described above must be met. Additional information about NIMS compliance and resources for achieving compliance will be forthcoming from the NIC. The NIC web page, <http://www.fema.gov/nims>, will be updated regularly with NIMS information and implementation guidance.

Note: All FY 2007 Homeland Security Grant Program Grant Guidance can be found at <http://www.ojp.usdoj.gov/odp/docs/fy2007hsgp.pdf>

B. National Preparedness System (NPS)

The NPS provides a tool to assist jurisdictions, agencies, and organizations at all levels to plan for, assess, and track capabilities in a shared environment. It integrates various efforts to provide the comprehensive picture of preparedness and progress toward achieving the Goal. Recipients are responsible for/and required to report data into this developing system.

C. Monitoring:

Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a recipient agency's compliance with applicable state and federal guidelines. The FDEM is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the program office and the applicant via e-mail and telephone. Site visits are defined as actual visits to the recipient agency's location by a team or members of the FDEM or their designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will identify up to 50% of sub grantees for site visit monitoring.

Examples of areas that may be examined include:

- Status of equipment purchases
- Status of training for purchased equipment
- Status and number of response trainings conducted to include number trained
- Status and number of exercises
- Status of planning activity
- Anticipated projected completion
- Specific difficulties completing the project.
- Agency NIMS compliance documentation

In certain circumstances, the FDEM may be requested to provide additional monitoring/information if the activity, or lack thereof, on the part of the specific recipient has generated questions from the region, the sponsoring state agency or the FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Agency recipients will be required to participate in desk top monitoring on an annual basis and as determined by the SAA. The agency recipients will compete and submit the desk top monitoring within 30 calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the SAA determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by the FDEM or their designated personnel. Site visits will be scheduled in advanced with the recipient agency POC designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

Site Visit Protocol

The following outlines the monitoring protocol for the FDEM:

The site visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to recipient agency POC stating the purpose of the site visit and sent at least 30 calendar days before the planned arrival date. FDEM personnel will call within the next 10 calendar days to schedule an appointment to review the grantee's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

Any personnel from the FDEM attending the site visit will review the grantee's corresponding folder(s) before the visit. Prior to the visit, individual roles will be identified for the site visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the recipient POC one business day in advance of the site visit.

Site Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

FDEM personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. The grantee will submit a Corrective Action Plan within a timeframe as determined by the SAA. The Site Visit Worksheet, report and photographs will then be included in the grantee's file along with any documents distributed at the site visit by the grantee.

III. Reporting Requirements

A. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

Programmatic Reporting: Information to Report On

After the end of each reporting period, for the life of the contract, the Division will provide a Biannual Strategy and Implementation Report worksheet to the Recipient Point of Contact listed in this contract. This worksheet will contain all of the information that the Recipient needs to report on. The Recipient is to complete this worksheet in its entirety and email the finished product to the programmatic contact listed below. The first worksheet will be available after the July 1 – September 30, 2007 reporting period.

B. Reimbursement Requests:

A request for reimbursement may be sent to your contract manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

C. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 days after the contract is either completed or the contract has expired.

IV. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Chanda D. Brown FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 414-8538 Chanda.Brown@em.myflorida.com	Nicole Stanley FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-3457 Nicole.Stanley@em.myflorida.com

V. Contractual Responsibilities

The FDEM shall determine eligibility of projects and approve changes in scope of work.

The FDEM shall administer the financial processes.

Attachment B

Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66, Common rule,
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 21) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 22) 28 CFR applicable to grants and cooperative agreements
- 23) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 24) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 25) Title VI of the Civil Rights Act of 1964, as amended;
- 26) Section 504 of the Rehabilitation Act of 1973, as amended;
- 27) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 28) Title IX of the Education Amendments of 1972;
- 29) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 30) 28 CFR Part 42, Subparts C,D,E, and G
- 31) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 32) Federal Acquisition Regulations 31.2 and 931.2

Attachment C

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), Fla. Stat. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

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 2004-2005	(B) FFY 2005-2006	(C) FFY 2006-2007	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ 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:

$$\text{Cell D3} \times \$ \text{ DEM Award (Do not include any match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA/DEM 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

BUDGET CATEGORY	2006-2007 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application 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 adequately safeguard all such 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 for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by 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 herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM. Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor 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 contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

Attachment F
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 hours 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 #08-99 - \$8,696 - Court Support - General Fund - Budget Additional \$65 Fee Revenues

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Timothy Jecks

EXT: 7181

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-99 through the General Fund in the amount of \$8,696.00 to true up budget to actual revenues received in FY2007/08 from the \$65 Additional Court Cost Fee (FS 939.185).

County-wide

Lin Polk

BACKGROUND:

The \$65 Additional Court Cost Fee was budgeted at \$550,000 for fiscal year 2007/08. Actual revenues received were \$558,696, leaving an additional 8,696 to be allocated. According to FS 939.185, these revenues must be allocated 25% to each of the four areas: Court Innovation, Legal Aid, Law Library, and Prosecution Alternative for Youths Programs. Under the law the Law Library is entitled to 25% of actual fee collection for reimbursement of valid expenditures. The amendment is necessary to make final payment of \$2,174 to law library during the year end close process.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-99 through the General Fund in the amount of \$8,696.00 to true up budget to actual revenues received in FY2007/08 from the \$65 Additional Court Cost Fee (FS 939.185).

ATTACHMENTS:

1. Budget Amendment Resolution

<p>Additionally Reviewed By: No additional reviews</p>

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
FROM: Department of Fiscal Services
SUBJECT: **Budget Amendment Resolution**
Department: Court Support
Fund(s): 00100 General Fund

FS Recommendation	
T. Jecks Analyst	10/29/08 Date
Budget Manager	Date
Director	Date
08-99 BAR	

PURPOSE: Increase budget to reflect additional revenues received from the \$65 Fees.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
00100.351101		\$65 Add'l Court Costs Revenue	\$8,696
Total Sources			\$8,696

Uses:

Account Number	Project #	Account Title	Amount
00100.037100.530340		Contracted Services	\$2,174
00100.033000.530490		Other Charges & Obligation	2,174
00100.037000.530340		Contracted Services	2,174
00100.065900.530340		Contracted Services	2,174
Total Uses			\$8,696

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 #09-06 - \$31,300 - Fiscal Services - MSBU Lake Mills 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) #09-06 through the MSBU Lake Mills Fund in the amount of \$31,300.00 to increase funding for Lake Mills MSBU fund aquatic weed control.

County-wide

Lin Polk

BACKGROUND:

A severe hydrilla outbreak is being experienced in Lake Mills which needs to be treated with aquatic herbicide. Procurement of the product was approved by the Board on September 9, 2008 as item #8-2008 (copy attached). The revised MSBU Fee Resolution was approved on July 22, 2008 as item #477-2008 (copy attached). This BAR increases the revenue for the MSBU fund to cover the cost of the herbicide and its application.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-06 through the MSBU Lake Mills Fund in the amount of \$31,300.00 to increase funding for Lake Mills MSBU fund aquatic weed control.

ATTACHMENTS:

1. Prior BCC Minutes
2. Budget Amendment Request
3. Resolution

<p>Additionally Reviewed By: No additional reviews</p>

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Proprietary Procurement for the purchase of SePRO herbicide products for lake treatment of hydrilla

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

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

County-wide

Ray Hooper

BACKGROUND:

When selecting herbicide products to treat hydrilla, it is critical to select the right chemical for the specific conditions, to ensure that the expenditure is balanced with the results achieved. The varying contours and conditions at Lake Mills present a difficult environment for hydrilla treatment. The product selected for Lake Mills, SePRO's Sonar One, is a newer product that offers improved opportunities to yield optimal results in the difficult to manage conditions presented at Lake Mills. [**Note:** The alternative product – Aquathol, was used on several prior treatments at Lake Mills, yielding results, but failing to achieve the outcome or level of hydrilla control targeted.]

The chemicals used to treat hydrilla are tightly controlled by manufacturers/patents/etc. There are only 2 companies that manufacture a hydrilla control product: 1) SePRO (Sonar (fluridone) product) or 2) United Phosphorus, Inc (Aquathol product). Each Sonar product comes in a different form for measure of control (pellet & liquid) -- same active chemical mix (fluridone) – just formulated to best address specific treatment conditions (such as sloping shoreline, shallow depths, still water, flowing water, etc. Supportive documents include a sole proprietary letter from SePRO and the listing of products which they uniquely manufacture.

The Lake Management & MSBU programs are coordinating the hydrilla treatment plans for Lake Mills. The Programs are seeking to purchase the herbicide product, Sonar One, for the lake treatment. The total amount of the current purchase is estimated at \$57,600 based on the calculated requirements for 120 pails of herbicide [Sonar One] listed at \$480 per 20 lb pail. The purchase volume is based on a calculated formula that gives consideration to factors such as, but not limited to, water depth, water temperature, lake contour, surface area, and existing hydrilla conditions.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Proprietary Procurement for the purchase of SePRO herbicide product to include Sonar One for lake treatment of hydrilla through local distributors on an as needed basis, not to exceed approved budget.

ATTACHMENTS:

1. Sole Source letter from SePRO

Additionally Reviewed By: No additional reviews



SePRO Corporation • 11550 N. Meridian Street, Suite 600 • Carmel, IN 46032-4565
Phone: (317) 580-8282 • Fax: (317) 428-4577

August 19, 2008

Ms. Gloria Eby
Senior Environmental Scientist
Seminole County Water Quality Section
Lake Management Program
520 West Lake Mary Blvd. Ste #103
Sanford, FL 32773

Dear Ms. Eby:

This letter is to confirm that SePRO Corporation is the sole proprietor for the following Brands and Formulations of Aquatic Herbicides and Algaecides.

Galleon* SC Aquatic Herbicide
Sonar* AS Aquatic Herbicide
Sonar PR Aquatic Herbicide
Sonar Q Aquatic Herbicide
Sonar SRP Aquatic Herbicide
SonarOne Aquatic Herbicide
Komeen* Aquatic Herbicide
Nautique* Aquatic Herbicide
Captain* Aquatic Algaecide
K-Tea* Aquatic Algaecide

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Sam Barrick".

Sam Barrick
Sales and Marketing Manager, Aquatics
317-216-8073
samb@sepro.com

**Trademark of SePRO Corporation*

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Fiscal Services - MSBU
Fund(s): 16005 MSBU Lake Mills

FS Recommendation	
B Segal	10/16/08
Analyst	Date
Budget Manager	Date
Director	Date
09-06	
BAR	

PURPOSE: Due to a severe hydrilla outbreak in Lake Mills, aquatic herbicide needs to be applied for control. This BAR increases funding to cover the cost of treatment.

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
16005.363120		Special Assessment Service Charge	\$31,300
Total Sources			\$31,300

Uses:

Account Number	Project #	Account Title	Amount
16005.078118.530340		Contracted Services	\$22,150
16005.078118.530499		Charges/Obligation - Contingency	\$9,150
Total Uses			\$31,300

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: _____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON JULY 22, 2008.

WHEREAS, certain Municipal Service Benefit Units (“Unit” or “Units”) have been created by ordinance for the purpose of providing specific services and/or improvements within each Municipal Service Benefit Unit [MSBU] on a continuing basis; and

WHEREAS, each year for each MSBU an assessment is calculated based upon cost of providing the service for that MSBU for that year and that annual assessment constitutes a lien upon the lands assessed within the MSBU; and

WHEREAS, such assessment is levied upon each parcel of land within the MSBU in proportion to the benefits derived from the provisions of such service; and

WHEREAS, once an annual assessment is paid for lands assessed, the annual lien for the assessment on those lands is satisfied; and

WHEREAS, for public record and official record purposes it is deemed essential to record annually a list of annually revised assessments so that such liens may be easily identified and satisfaction recorded upon payment; and

WHEREAS, the 2008 non-ad valorem assessment rates for fourteen MSBUs as previously approved by Resolution 2008 R-129 have been impacted by increased operating cost, thereby necessitating rate revision by resolution

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

Section 1. Exhibit "A" Table I attached and incorporated herein hereby establishes the assessments for services to the listed Municipal Service Benefit Units for the fiscal year October 1, 2008 until September 30, 2009. Exhibit "A" Table II attached and incorporated herein hereby establishes the assessments for solid waste collection and/or disposal services coordinated through the Municipal Service Benefit Units for calendar year 2009; beginning January 1, 2009 through December 31, 2009. Exhibit "A" Table III attached and incorporated herein hereby establishes the assessments for street lighting improvements coordinated through the Municipal Service Benefit Units for fiscal year October 1, 2008 until September 30, 2009. Exhibit "A" Table IV provides record of the fourteen MSBUs for which rate revisions, subsequent to Resolution 2008 R-129 are required.

Section 2. For each parcel listed and/or included in the exhibited MSBUs, the lien for that assessment shall be deemed satisfied upon payment of the assessment amount for said parcel.

ADOPTED this 22nd day of July, 2008.

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
Brenda Carey, Chairman

EXHIBIT A

Table I

AQUATIC WEED CONTROL & OTHER

MSBU	IMPROVEMENT	PER	ASSESSMENT RATE
HOWELL CREEK	Aquatic Weed Control	Front Foot	\$.30
LAKE AMORY	Aquatic Weed Control	Parcel	\$300.00
LAKE MILLS	Aquatic Weed Control	Parcel	\$650.00
LAKE MIRROR	Aquatic Weed Control	Parcel/Unit	\$250.00
LAKE PICKETT	Aquatic Weed Control	Parcel	\$ 50.00
LAKE SPRING	Aquatic Weed Control	Parcel	\$385.00
CEDAR RIDGE	Landscaping & Grounds	Parcel	\$195.00

Table II

SOLID WASTE MANAGEMENT

MSBU	IMPROVEMENT	PER	ASSESSMENT RATE
Solid Waste Collection & Disposal Assessments	Option 1 – Curbside collection with disposal services	Residential Dwelling	\$191.00
	Option 2 - Curbside collection with disposal services	Residential Dwelling	\$185.00
	Option 3 - Curbside collection with disposal services	Residential Dwelling	\$176.00
	Option 4 - Curbside collection with disposal services	Residential Dwelling	\$170.00
	Collection Exempt - Disposal Services	Residential Dwelling	\$70.00

TABLE III

Street Lighting

MSBU #	MSBU NAME	ASSESSMENT RATE
001	Aldean Gardens	\$ 50.00
002	Amberwood	\$ 45.00
003	Amherst	\$ 40.00
004	Apple Valley	\$ 40.00
005	Arlington Park	\$ 100.00
006	Autumn Glen Phase 1	\$ 40.00
007	Autumn Glen Phase 2	\$ 60.00
008	Bay Lagoon	\$ 30.00
009	Bear Creek	\$ 165.00
010	Bear Gully Bay	\$ 175.00
011	Bear Lake Crossings	\$ 60.00
012	Bear Lake Forest	\$ 40.00
013	Bel-Aire Hills Unit 1	\$ 25.00
014	Bel-Aire Hills Unit 2	\$ 35.00
015	Bel-Aire Hills Unit 3	\$ 30.00
016	Belle Meade	\$ 160.00
017	Heritage Oaks	\$ 50.00
018	Bonaventure Heights	\$ 35.00
019	Brantley Cove	\$ 75.00
020	Brantley Point	\$ 35.00
021	Carolyn Estates	\$ 45.00
022	Caribbean Heights	\$ 35.00
023	Casa Aloma	\$ 20.00
024	Cedar Ridge Units 1,2,3	\$ 40.00
025	Carillon/Brighton Park Phase 2	\$ 155.00
026	Citrus Point	\$ 45.00
027	Cobblestone	\$ 95.00
028	Colony Cove	\$ 125.00
029	Country Club Heights Unit 1	\$ 25.00
030	Country Lane	\$ 135.00
031	Creek's Bend	\$ 115.00
032	Country Club Drive	\$ 80.00
033	River Walk	\$ 240.00

034	Sanford Trails Estates	\$ 90.00
035	Aloma Woods Phase 4	\$ 70.00
036	Deer Run/Fairway Oaks	\$ 50.00
037	Deer Run/Sterling Park 1,2,3	\$ 25.00
038	Woodlands	\$ 50.00
039	Dunhill	\$ 55.00
040	English Estates	\$ 20.00
041	English Woods	\$ 35.00
042	Estates at Springs Landing	\$ 275.00
043	Fern Terrace	\$ 15.00
044	Florida Haven	\$ 30.00
045	Forest Brook	\$ 30.00
046	Forest Park Estates Section 1 & 2	\$ 40.00
047	Foxchase Phase 1	\$ 35.00
048	Foxchase Phase 2	\$ 45.00
049	Foxwood Phase 1	\$ 35.00
050	Foxwood Phase 2	\$ 40.00
051	Foxwood Phase 3	\$ 30.00
052	Garden Grove	\$ 35.00
053	Garden Lake Estates	\$ 30.00
054	Eagle's Point Phase 4	\$ 90.00
055	Eagle's Point Phase 5	\$ 120.00
056	Goldenrod Manor	\$ 10.00
057	Governor's Point Phase 1 & 2	\$ 50.00
058	Governor's Point Phase 3, Sec. 1 & 2	\$ 60.00
059	Granada South	\$ 65.00
060	Green Gate Estates	\$ 40.00
061	Green Village	\$ 30.00
062	Greenwood Lakes Unit 3	\$ 70.00
063	Greenwood Lakes Unit D3A	\$ 60.00
064	Greenwood Lakes Unit D3B, First Add.	\$ 45.00
065	Gregory Drive	\$ 40.00
066	Grove Estates	\$ 20.00
067	Grove Hill Villas	\$ 30.00
068	Hampton Park	\$ 55.00
069	Hanover Woods	\$ 170.00
070	Harbour Landing	\$ 95.00
071	Harbour Ridge	\$ 35.00
072	Highland Pines	\$ 25.00

073	Isle of Windsor	\$ 40.00
074	Hollowbrook	\$ 30.00
075	Aloma Oaks Drive	\$ 25.00
076	Hometown	\$ 45.00
077	Howell Branch Woods	\$ 30.00
078	Howell Cove	\$ 85.00
079	Howell Estates	\$ 30.00
080	Howell Harbour Estates	\$ 175.00
081	Hunt Club Boulevard & Wekiva Trail	\$ 14.00
082	Hunter's Glen	\$ 35.00
083	Hunter's Point	\$ 25.00
084	Huntington	\$ 60.00
085	Carillon/Hunter's Stand	\$ 120.00
086	Huntington Hills	\$ 45.00
087	Huntleigh Woods	\$ 40.00
088	Hyde Park	\$ 80.00
089	Idyllwilde of Loch Arbor	\$ 50.00
090	Indian Hills	\$ 25.00
091	Kawilla Crest	\$ 335.00
092	Kewannee Lakes	\$ 100.00
093	King's Cove	\$ 175.00
094	Lafayette Forest	\$ 150.00
095	Lake Ridge Park	\$ 20.00
096	Lakeview Village	\$ 40.00
097	Lakewood at the Crossings Unit 1	\$ 30.00
098	Lakewood at the Crossings Unit 2	\$ 25.00
099	Lakewood at the Crossings Unit 3	\$ 40.00
100	Lakewood at the Crossings Unit 4	\$ 40.00
101	Lakewood at the Crossings Unit 5	\$ 40.00
102	Lakewood at the Crossings Unit 6	\$ 45.00
103	Laurelwood	\$ 25.00
104	Lynwood	\$ 40.00
105	Mandarin Section 1	\$ 100.00
106	Mandarin Section 2	\$ 85.00
107	Mandarin Section 3	\$ 55.00
108	Mandarin Section 4	\$ 70.00
109	Mandarin Section 5	\$ 50.00
110	Mandarin Section 7	\$ 50.00
111	Mandarin Section 8	\$ 45.00

112	Markham Meadows	\$ 140.00
113	Markham Place	\$ 85.00
114	Markham Pointe	\$ 35.00
115	Meadows West	\$ 50.00
116	Middleton Oaks	\$ 45.00
117	Mirror Lake	\$ 40.00
118	Deer Run/Mystic Woods	\$ 20.00
119	North Cove	\$ 40.00
120	Northgate	\$ 40.00
121	Northridge	\$ 55.00
122	Kingston Oaks	\$ 60.00
123	Oak Crest	\$ 25.00
124	Oakland Hills	\$ 25.00
125	Oakland Shores	\$ 40.00
126	Old Grove Lane	\$ 35.00
127	Orange Grove Park Unit 1	\$ 40.00
128	Orange Grove Park Unit 2	\$ 30.00
129	Orange Grove Park Unit 3	\$ 40.00
130	Orange Grove Park Unit 4	\$ 40.00
131	Pelican Bay	\$ 45.00
132	Deer Run/Pinetree Village	\$ 15.00
133	Quail Run	\$ 165.00
134	Remington Oaks at the Crossings	\$ 40.00
135	Reserve at the Crossings Phase 1 & 2	\$ 50.00
136	Robin Hill	\$ 50.00
137	Royal Estates	\$ 60.00
138	Sanlando Estates	\$ 35.00
139	Shannon Downs	\$ 200.00
140	Silver Lakes E at the Crossings 1,2,3	\$ 65.00
141	Silver Lakes W at the Crossings 1,2,3	\$ 55.00
142	Spicewood	\$ 35.00
143	Isles of Shadow Bay	\$ 75.00
144	Springs Landing	\$ 225.00
145	Spring Valley Chase	\$ 30.00
146	Springview	\$ 35.00
147	Sterling Oaks	\$ 30.00
148	McNeil Woods	\$ 80.00
149	Deer Run/Sterling Park 4	\$ 20.00
150	Stillwater Phase 1	\$ 40.00

151	Stillwater Phase 2	\$ 45.00
152	Stillwater Phase 3	\$ 45.00
153	Stockbridge Unit 1 & 2	\$ 50.00
154	Stockbridge Unit 3	\$ 45.00
155	Sunland Estates	\$ 32.00
156	Sunrise Unit 1 & 2A	\$ 65.00
157	Sunrise Unit 2B	\$ 75.00
158	Sunrise Unit 2C & 2D	\$ 50.00
159	Sunrise Estates Unit 1	\$ 35.00
160	Sunrise Estates Unit 2,3,4	\$ 60.00
161	Sunrise Village Unit 1,2,3	\$ 35.00
162	Sunrise Village Unit 4	\$ 25.00
163	Sunrise Village Unit 5	\$ 35.00
164	Sunrise Village Unit 6	\$ 40.00
165	Sutter's Mill Unit 1	\$ 40.00
166	Sutter's Mill Unit 2	\$ 30.00
167	Sweetwater Springs	\$ 280.00
168	Tamarak	\$ 35.00
169	Tanglewood Estates	\$ 35.00
170	Temple Terrace Annex	\$ 25.00
171	The Crossings Master Community	\$ 6.00
172	Tiffany Woods	\$ 30.00
173	Trailwood Estates	\$ 20.00
174	Tuscawilla	\$ 55.00
175	Tuscawilla Ridge	\$ 45.00
176	Tuskabay Phase 1	\$ 60.00
177	Tuskabay Phase 2	\$ 65.00
178	Tuskawilla Point	\$ 40.00
179	Tuskawilla Springs Phase 1 & 2	\$ 75.00
180	Vestavia	\$ 45.00
181	Victoria Park	\$ 160.00
182	Village Green	\$ 35.00
183	Weathersfield	\$ 25.00
184	Weathersfield Second Addition	\$ 30.00
185	Wekiva Club Estates Section 1,2,3,4	\$ 30.00
186	Wekiva Club Estates Section 5	\$ 20.00
187	Wekiva Club Estates Section 6	\$ 40.00
188	Wekiva Club Estates Section 7	\$ 50.00
189	Wekiva Club Estates Section 8	\$ 35.00

190	Wekiva Club Estates Section 9	\$ 30.00
191	Wekiva Club Estates Section 10	\$ 60.00
192	Wekiva Cove Phase 1,2,3	\$ 80.00
193	Wekiva Cove Phase 4	\$ 80.00
194	Wekiva Fairway Townhomes & Condos	\$ 35.00
195	Wekiva Golf Villas Section 1	\$ 20.00
196	Wekiva Golf Villas Section 2 & 3	\$ 40.00
197	Carillon/Lockwood Blvd.	\$ 50.00
198	Wekiva Hills Section 1	\$ 15.00
199	Wekiva Hills Section 2,3,4,6,7	\$ 45.00
200	Wekiva Hills Section 5,8,9	\$ 60.00
201	Wekiva Hills Section 10	\$ 80.00
202	Wekiva Hunt Club	\$ 65.00
203	Mandarin Section 6	\$ 50.00
204	Wekiva Reserve Unit 2	\$ 40.00
205	Wekiva Reserve Unit 3	\$ 50.00
206	Wellington	\$ 150.00
207	Willa Grove	\$ 35.00
208	Willow Run	\$ 75.00
209	Wingfield Reserve	\$ 225.00
210	Bear Gully Forest	\$ 95.00
211	Bear Lake Woods	\$ 60.00
212	Winter Woods	\$ 40.00
213	Woodbine	\$ 50.00
214	Carillon/Redbridge	\$ 140.00
215	Woodlands East	\$ 50.00
216	Wrenwood Heights	\$ 30.00
217	Ashford Park Townhomes	\$ 85.00
218	Orange Estates	\$ 40.00
219	Wynnwood	\$ 65.00
220	Beverly Terrace	\$ 45.00
221	Brantley Harbor	\$ 55.00
222	Chuluota	\$ 18.00
223	Jamestown	\$ 25.00
224	Meredith Manor	\$ 25.00
225	Prairie Lake	\$ 20.00
226	Winwood Park	\$ 20.00
227	Wynngate Phase 2	\$ 35.00
228	Carillon/Westhampton Phase 1	\$ 110.00

229	Wekiva Reserve Unit 4	\$ 40.00
230	Tuska Ridge	\$ 60.00
231	Sunrise Estates Unit 5 & 6	\$ 50.00
232	Ross Lake Shores	\$ 60.00
233	Remington Park Phases 1 & 2	\$ 75.00
234	Raintree Village in the Crossings	\$ 70.00
235	Oak Creek	\$ 320.00
236	Morgan Place	\$ 95.00
237	Huntington Phase 2	\$ 55.00
238	Wekiva Green	\$ 60.00
239	Wekiva Hunt Club Condominium	\$ 80.00
240	Winwood 1,2,3,4	\$ 50.00
241	Spring Valley Farms	\$ 60.00
242	Howell Creek Park Phase 1 & 1A	\$ 60.00
243	Hometown Phase 2	\$ 65.00
244	Carillon/Heronwood	\$ 130.00
245	Goldie Manor	\$ 50.00
246	Academy Cove	\$ 60.00
247	Academy Oaks	\$ 70.00
248	Aloma Park	\$ 30.00
249	Apple Valley Unit 4	\$ 35.00
250	Autumn Glen Phase 3	\$ 50.00
251	Sabal Woods Village	\$ 50.00
252	Carillon/Brighton Park	\$ 125.00
253	Copperfield	\$ 105.00
254	Crystal Creek	\$ 50.00
255	Eagles West	\$ 230.00
256	Bolling Farms	\$ 75.00
257	Chase Groves - Unit 7A	\$ 25.00
258	Bear Gully Pointe	\$ 355.00
259	Chase Groves - Casa Verde Blvd.	\$ 10.00
260	Chase Groves - Unit 1	\$ 30.00
261	Chase Groves - Unit 6	\$ 25.00
262	Coach Light Estates	\$ 105.00
263	Greenwood Lakes D3C	\$ 40.00
264	Lake Sylvan Cove	\$ 30.00
265	Lake Tuskawilla Phase 3	\$ 430.00
266	Lakes of Aloma	\$ 70.00
267	Mayfair Oaks	\$ 230.00

268	Orange Ridge Farms	\$ 95.00
269	Pecan Cove	\$ 195.00
270	Wekiva Reserve Unit 1	\$ 40.00
271	Deer Run Master Community	\$ 8.00
272	Deer Run Unit 1	\$ 45.00
273	Deer Run Unit 5	\$ 35.00
274	Deer Run Unit 6	\$ 25.00
275	Deer Run Unit 7A & 7B	\$ 30.00
276	Deer Run Unit 8A & 8B	\$ 30.00
277	Deer Run Unit 9A	\$ 30.00
278	Deer Run Unit 9B	\$ 40.00
279	Deer Run Unit 10	\$ 30.00
280	Deer Run Unit 11	\$ 25.00
281	Deer Run Unit 12A & 12B	\$ 35.00
282	Deer Run Unit 14A & 14B	\$ 50.00
283	Deer Run Unit 15	\$ 25.00
284	Deer Run Unit 16	\$ 40.00
285	Deer Run Unit 17	\$ 25.00
286	Deer Run Unit 18	\$ 40.00
287	Deer Run Unit 19A	\$ 45.00
288	Deer Run Unit 20	\$ 40.00
289	Deer Run Unit 21A & 21B	\$ 30.00
290	Deer Run Unit 23A	\$ 35.00
291	Deer Run Unit 23B	\$ 30.00
292	Deer Run Unit 23C	\$ 40.00
293	Deer Run/Deer Pointe	\$ 220.00
294	Chelsea Place	\$ 65.00
295	Creekwood	\$ 40.00
296	Sanford Place	\$ 35.00
297	Forrest Creek Estates	\$ 190.00
298	Lake Brantley Club	\$ 120.00
299	Lost Creek	\$ 75.00
300	Carillon/Madison Park	\$ 125.00
301	Sabal Point Spine Road	\$ 8.00
302	Lone Pines	\$ 70.00
303	Carillon/Westhampton Phase 2	\$ 90.00
304	Midway	\$ 23.00
305	Aloma Woods	\$ 65.00
306	Chase Groves - Unit 7B	\$ 30.00

307	Chase Groves - Unit 8	\$ 30.00
308	Chase Groves - Unit 9	\$ 35.00
309	Carillon/Stratton Woods	\$ 85.00
310	Palm Point	\$ 25.00
311	Beechwoods	\$ 65.00
312	Hunt Club Boulevard South	\$ 7.00
313	Johnson Hill	\$ 30.00
314	Aloma Woods Blvd	\$ 15.00
315	Eagle's Landing	\$ 225.00
316	Myrtle Lake Hills	\$ 30.00
317	Aloma Woods Phase 2	\$ 70.00
318	Cedar Cove	\$ 95.00
319	Chase Groves - Unit 10	\$ 30.00
320	Carillon/Dorchester	\$ 90.00
321	Eagle's Point Phase 2	\$ 80.00
322	Eagle's Point Phase 3	\$ 95.00
323	Estates of Aloma Woods	\$ 95.00
324	Forest Glen	\$ 35.00
325	Glades on Sylvan Lake Phase 1	\$ 75.00
326	Village Of Remington	\$ 70.00
327	Big Tree Crossing	\$ 8.00
328	Sylva Glade	\$ 55.00
329	Cypress Reserve	\$ 280.00
330	Cardinal Glen	\$ 100.00
331	Triange Terrace	\$ 15.00
332	Bridgewater	\$ 60.00
333	Chase Groves - Unit 5A	\$ 35.00
334	Chase Groves - Unit 5B	\$ 35.00
335	Wentworth	\$ 130.00
336	Carrigan Woods	\$ 65.00
337	Chase Groves - Unit 4A	\$ 20.00
338	Chase Groves - Unit 4B	\$ 30.00
339	Aloma Woods Phase 3	\$ 100.00
340	Aloma Woods Phase 5	\$ 60.00
341	Bear Stone	\$ 100.00
342	Ridge High	\$ 30.00
343	Sabal Palm	\$ 45.00
344	Tuska Ridge Phase 7	\$ 65.00
345	Tuska Ridge Phase 8	\$ 60.00

346	Whitesand Cove	\$ 80.00
347	Chase Groves - Unit 3	\$ 30.00
348	Loch Arbor Unit 17	\$ 85.00
349	Lake of the Woods	\$ 7.00
350	Cameron Grove	\$ 50.00
351	Lakehurst	\$ 200.00
352	Fern Brook Trails	\$ 35.00
353	Twin Lakes Manor	\$ 100.00
354	Lakeview Drive	\$ 45.00
355	Roseland Park	\$ 35.00
356	Sawgrass	\$ 130.00
357	Tucks Knoll	\$ 230.00
358	Bentley Cove	\$ 85.00
359	Brookwood	\$ 100.00
360	East Pointe	\$ 55.00
361	Glades on Sylvan Lake Phase 2	\$ 65.00
362	Parc du lac	\$ 95.00
363	Ridge Pointe Cove	\$ 240.00
364	Sandy Lane Reserve	\$ 145.00
365	Sweetwater Oaks	\$ 55.00
366	Terra Bella	\$ 35.00
367	Elegant Heights	\$ 45.00
368	Elizabeth Avenue	\$ 35.00
369	Lake Harriett Estates	\$ 35.00
370	Montclair	\$ 85.00
371	Orange Blossom Business Center	\$ 8.00
372	Royal Oaks	\$ 130.00
373	Stonehurst	\$ 255.00
374	Trails Unit 1	\$ 45.00
375	Waterstone	\$ 275.00
376	Sterling Meadows	\$ 40.00
377	Magnolia Pointe	\$ 135.00
378	Hamilton Place	\$ 205.00
379	Summerfield	\$ 175.00
380	Bennington	\$ 125.00

EXHIBIT A

Table IV

MSBUs ASSIGNED RATE REVISIONS JULY 22, 2008

MSBU NAME	IMPROVEMENT TYPE
COUNTRY LANE	STREET LIGHTING
SPRINGS LANDING	STREET LIGHTING
TUSKAWILLA SPRINGS PHASE 1 & 2	STREET LIGHTING
WEKIVA COVE PHASE 1, 2, 3	STREET LIGHTING
WELLINGTON	STREET LIGHTING
BEAR GULLY POINTE	STREET LIGHTING
PECAN COVE	STREET LIGHTING
DEER RUN 1	STREET LIGHTING
SANFORD PLACE	STREET LIGHTING
MIDWAY	STREET LIGHTING
CYPRESS RESERVE	STREET LIGHTING
TUCKS KNOLL	STREET LIGHTING
HAMILTON PLACE	STREET LIGHTING
LAKE MILLS	AQUATIC WEED CONTROL

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #09-07 - \$1,000,000 - Environmental Services - Solid Waste Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Karen Hufman

EXT: 7173

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-07 through the Solid Waste Fund in the amount of \$1,000,000 to increase funding of the Landfill Gas System Expansion Project.

County-wide

Lin Polk

BACKGROUND:

In 1999, Seminole County completed construction of the Osceola Road Landfill's initial gas collection and control system. The system was constructed to comply with federal mandate, in order to collect and control landfill gas within five years of waste placement. Since 1999, the Landfill Gas Collection System (LGCS) has periodically been expanded, in order to collect and control gas generated in different parts of the landfill.

The FY 2008/09 budget of \$280,449, which was carried forward from FY 2007/08, is anticipated to be sufficient to construct the expansion required to be operational by the regulatory deadline of May 2009. Design and bid package have been completed. Construction is anticipated to be completed by the regulatory deadline of May 2009.

Additional budget of \$1M is being requested for the following:

\$ 225K Improvements to the existing system, in order to improve efficiency of gas collection at the existing gas collection wells and generate additional revenue. Improvements are related to pneumatic dewatering pumps, pneumatic air lines, isolation valves, and header regrading.

\$ 637K Construct an additional expansion, in order to:

- Reduce risk of not meeting the regulatory deadline in FY 11
- Reduce construction cost compared to anticipated cost in FY 11
- General additional revenue

\$109K Additional CEI

\$ 29K Contingency

The estimated total projects cost (initial '99 installation + expansions through FY13) is \$6M:

Current year budget	\$ 280,449
Adjustment amount	1,000,000
Adjusted current year budget	1,280,449
Prior year costs (since 1998)	3,645,214
Future years projected (through FY13)	1,050,000
Total Est Project Cost (as of FY13)	\$ 5,975,663

Annual revenues being generated from the sale of landfill gas currently total approximately \$100K and are anticipated to increase to approximately \$162K after the next expansion and improvements are completed.

Annual operating expenses are budgeted at \$205K, for the costs associated with compliance reporting and maintenance/repair of the LGCS infrastructure.

A total of \$1M is requested from Reserves to continue improvements to the existing system and construct an additional expansion . Reserves will total \$16.8M after adjustment.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-07 through the Solid Waste Fund in the amount of \$1,000,000 to increase funding of the Landfill Gas System Expansion Project.

ATTACHMENTS:

1. BAR 09-07

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B. Crawford	_____
Analyst	Date
Budget Manager	Date
Director	Date
09-07	_____
BAR	_____

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Environmental Services
Fund(s): Solid Waste Fund

PURPOSE: Increase funding for CIP #00244601(Landfill Gas Expansion) to begin Phase II before anticipated start date.

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
40201.999942.599998	_____	Reserve for Contingencies	\$1,000,000
_____	_____	_____	_____
_____	_____	_____	_____
Total Sources			\$1,000,000

Uses:

Account Number	Project #	Account Title	Amount
40201.087900.560650	00244601	Construction in Progress	\$1,000,000
_____	_____	_____	_____
_____	_____	_____	_____
Total Uses			\$ 1,000,000

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: New Caretaker Agreement with Deputy Sheriff Adam J. Gentry, for the Chuluota Wilderness Area

DEPARTMENT: Leisure Services

DIVISION: Greenways and Natural Lands

AUTHORIZED BY: Joe Abel

CONTACT: Jim Duby

EXT: 2001

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute a new caretaker agreement with Adam J. Gentry, Seminole County Deputy Sheriff, for the Chuluota Wilderness Area.

District 1 Bob Dallari

Jim Duby

BACKGROUND:

Caretaker residences have been established at four County Wilderness Areas as a means to deter vandalism and provide a higher level of visitor safety. Resident caretakers also contribute to the Natural Lands Program by performing light maintenance such as mowing, conduct regular patrols, litter removal and trail trimming.

Michael Showalter, the incumbent caretaker at the Chuluota Wilderness Area, has recently moved and resigned his caretaker position. Subsequent to interviews, Mr. Adam Gentry, is staff's recommendation to fill this vacancy.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the caretaker agreement with Adam J. Gentry for the Chuluota Wilderness Area.

ATTACHMENTS:

1. Caretaker Agreement

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Arnold Schneider)</p> <p><input type="checkbox"/> Revenue Review (Cecilia Monti, Lisa Spriggs)</p>
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**SEMINOLE COUNTY NATURAL LANDS PROGRAM
RESIDENT CARETAKER LEASE AGREEMENT
COUNTY SUPPLIED RESIDENCE**

THIS AGREEMENT 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 ADAM J. GENTRY, a single individual, whose address at the time of signing this Agreement is 482 N. Pin Oak Place, Apt. 204, Longwood, Florida 32779, hereinafter referred to as the "CARETAKER".

W I T N E S S E T H:

WHEREAS, vandalism, security, and safety are major concerns at Seminole County natural lands areas; and

WHEREAS, the COUNTY has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

WHEREAS, the CARETAKER is desirous of living in the residence on the COUNTY's Chuluota Wilderness Area property; and

WHEREAS, this Agreement will benefit the public and serve a governmental and public purpose,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually stipulated, understood, agreed upon, and covenanted by and between the parties hereto as follows:

Section 1. Grant of Use. The COUNTY hereby agrees that the CARETAKER may reside in and utilize for residential purposes a

residence owned by the COUNTY. The location of said residence shall be in the Chuluota Wilderness Area, the address of which is 3800 Curryville Road, Chuluota, Florida 32766-9118.

Section 2. Rent

(a) The parties agree that the fair market rent for the residence, as of the date of this Agreement, is NINE HUNDRED AND NO/100 DOLLARS (\$900.00) per month. CARETAKER shall pay cash rent to the COUNTY of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month. Said payments shall be made on or before the first (1st) day of each month during the CARETAKER's occupancy of the residence or elsewhere on the Property as described in attached Exhibit "A" to this Agreement, incorporated herein by reference. Failure to provide a monthly rent payment by the fifth (5th) day of each month of residence shall subject CARETAKER to eviction from the residence and/or disinstatement as a caretaker of the Property. All rental payments shall be made payable to the Seminole County Board of County Commissioners. The remainder of the fair market rent shall be handled as payment-in-kind through CARETAKER's scheduled performance of the tasks required by Section 10 of this Agreement and Exhibit "B" attached to this Agreement and incorporated herein by reference.

(b) Failure to timely and fully perform such duties during any month(s) of the term of this Agreement shall be deemed an event of default in the payment of rent hereunder, resulting in CARETAKER's responsibility to promptly remit the balance of accumulated monthly rent, in cash, within five (5) days of written notice of demand, and if not paid, shall also subject CARETAKER to eviction and/or disinstatement, as well as termination of this Agreement.

Section 3. Term. This Agreement shall become effective upon full execution by the COUNTY and the CARETAKER and shall run for a period of one (1) year. The Agreement shall be renewed automatically thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

Section 4. Utilities.

(a) The COUNTY shall be responsible for providing utility connections including electrical, water, and septic that will exclusively accommodate the residence. The CARETAKER shall pay all charges related to the use of these utilities.

(b) The CARETAKER shall have a land line telephone installed within the residence and shall keep it operational for the duration of this Agreement or any renewal thereof. The deposit required, installation expenses, and all telephone bills shall be the sole and exclusive responsibility of the CARETAKER. The CARETAKER shall make the telephone number available to the COUNTY. If CARETAKER has a cell phone, that number shall also be provided to COUNTY.

(c) The COUNTY shall inspect and service the heating and cooling systems at the residence at least once per every three hundred sixty-five (365) days. CARETAKER shall be responsible for monthly changing of the filters in the heating/cooling system.

Section 5. Utility Lines. The COUNTY shall provide for the maintenance and repair of utility lines up to the point of connection to the residence.

Section 6. Other Improvements. The CARETAKER shall not erect fences, install any outbuildings, or construct any permanent improvements on the residence or COUNTY owned property except as may

be agreed to in advance in writing by the COUNTY.

Section 7. Residence Maintenance/Inspection.

(a) The CARETAKER shall be responsible for maintaining the residence, together with any improvements thereon, in good repair and in a clean, presentable, orderly, and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances, and rules.

(b) The CARETAKER shall allow the COUNTY full and free access to and into the residence for inspection purposes.

(c) A COUNTY agent shall inspect the residence at least once every six (6) months.

(d) The CARETAKER shall make no alteration to the Property, including vegetative materials, without the express written permission of the COUNTY. The CARETAKER shall provide his own maintenance equipment.

(e) The CARETAKER shall pay the COUNTY for any damage to the residence considered above normal wear and tear or which is caused by the CARETAKER's own negligence or intentional conduct, as well as that caused by CARETAKER's relatives and guests.

Section 8. Uses.

(a) The CARETAKER shall not operate or maintain on the residence any business or commercial venture and shall only use the residence as a single-family home.

(b) Except as upon paved roads and driveways, the CARETAKER shall only operate motorized vehicles on the Property for the purpose of performing security inspections on the surrounding wilderness area. No family, friends, or other guests may operate motorized vehicles on the surrounding wilderness area.

(c) CARETAKER shall not keep more than two (2) motor vehicles outside the residence or elsewhere on the Property except for vehicles of CARETAKER's guests during normal visitation. Inoperable vehicles or those without a valid, current registration and license plate are prohibited.

Section 9. Family and Guests. The CARETAKER shall supervise the residence and shall immediately report by telephone any trespassers to the proper law enforcement agency and to the COUNTY. The CARETAKER shall be responsible for the acts and omissions of himself, family members, and guests. The CARETAKER shall conduct himself, and shall require that his family and others visiting the residence with his consent conduct themselves, in a manner that does not disturb surrounding residents, does not disturb or interrupt any COUNTY function or activity relative to the residence, and does not in any way constitute a breach of the peace. The CARETAKER shall inform the COUNTY of normal hours of occupancy of the residence and of any expected absence that deviates significantly from the normal routine.

Section 10. Duties.

(a) Assist the COUNTY with protection of the residence and the Property. Specifically, the CARETAKER shall provide regularly scheduled maintenance as set forth in this Section and such additional duties as set forth in Exhibit "B" attached to this Agreement, to include:

(1) Locking/unlocking gates, buildings and facilities at times prescribed by the COUNTY.

(2) Acting as a deterrent to vandalism by visible presence through periodic patrolling of trails, camping areas, and Property perimeters.

(3) Prompt and full reporting of any vandalism, equipment damage, illegal activities or unusual incidents to the COUNTY by providing all appropriate information.

(4) Informing users of the Property when and if they are in violation of user policies (e.g.: fires, firearms, littering, etc.).

(5) Performing regular light clean up and trash removal and disposal from buildings, trails, restrooms, and grounds, including but not limited to, mowing of the area immediately around the residence and adjacent roadways. Public restroom facilities, if any, shall be cleaned at least three (3) times per week.

(6) Calling for or summoning ambulance, police, or fire services in the event of emergency situations.

(7) Accomplishing a thorough inspection of the residence and surrounding Property no less than once per week every week to identify and report any discrepancies in the residence or on the Property or concerns relative to the conditions and use of the residence and Property.

(8) Checking with authorized overnight users no less than once per night to answer questions and/or ensure proper use of facilities.

(9) Furnishing information or reports regarding the residence and Property to the COUNTY on forms provided by the COUNTY.

(10) Maintaining an accurate account of time spent providing caretaker responsibilities on forms provided by the COUNTY.

(b) The CARETAKER has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain shall only be exercised by duly appointed and sworn officers as provided by Florida Statutes.

(c) Because performance of all of the aforementioned duties are payments-in-kind for rent, no monetary claims for services furnished by the CARETAKER shall be honored by the COUNTY unless otherwise expressly agreed to by amendment to this Agreement.

Section 11. Independent Contractor. The CARETAKER, in the performance of services and functions pursuant to this Agreement, shall be an independent contractor and not an employee of the COUNTY. Accordingly, he shall have no claim to pension benefits, COUNTY group insurance benefits, workers' compensation, unemployment compensation, civil service status, or other employee rights or privileges granted to the COUNTY's officers and employees either by operation or law or by the COUNTY.

Section 12. Termination.

(a) It is agreed and understood by the parties hereto that this Agreement is entered into for the express purpose of protecting and stewarding the residence and Property and that this Agreement may be terminated by either party upon delivering written notice of said termination to the other party. Except as provided herein, termination shall not be effective until thirty (30) days after the delivery of said notice to the other party.

(b) The COUNTY, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida, shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of the COUNTY.

(c) The COUNTY, acting through its County Manager or Deputy County Manager, may terminate this Agreement for cause immediately and without the requisite thirty (30) days notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances, and allegations, that the CARETAKER has violated any provision of federal, state or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by the COUNTY and shall not create any cause of action or liability for damages against the COUNTY.

(d) The COUNTY, acting through its County Manager or Deputy County Manager, may also terminate this Agreement for cause immediately and without the requisite thirty (30) days notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances, and allegations, that the CARETAKER has failed to perform his required caretaking responsibilities as specified herein and in Exhibit "B" hereto. In the event that it is later determined that the asserted performance failure did not occur, this Agreement shall be deemed to have been terminated for convenience by the COUNTY and shall not create any cause of action or liability for damages against the COUNTY.

Section 13. Insurance and Indemnification.

(a) The CARETAKER shall maintain adequate renter's insurance and personal liability insurance protection against claims of third persons and their property arising through or out of CARETAKER's use and occupancy of the residence and Property. The COUNTY may maintain its own protection against such claims arising out of its ownership of the residence and Property. Proof of insurance coverage in force shall be supplied to COUNTY.

(b) The CARETAKER hereby agrees to hold the COUNTY harmless from and indemnify the COUNTY against any and all liability for any and all actions, costs, expenses liabilities, claims, losses, damages, or injuries incurred by or due to the acts or omissions of the CARETAKER, anyone from CARETAKER's family or the CARETAKER's guests while at the residence or on the Property. Nothing in this Agreement shall be construed by any person as a waiver of the COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes.

(c) The CARETAKER may maintain certain domesticated animals at the residence and Property only if approved in writing by the COUNTY. The CARETAKER agrees to the following requirements in order to keep any animal at the residence or on the Property.

(1) The CARETAKER shall have full responsibility to maintain licenses, tags, or other registration requirements relating to any such animal kept at the residence or on the Property.

(2) The CARETAKER shall have and retain any and all risk and liability resulting from maintenance of such animal at the residence or on the Property.

(3) The CARETAKER agrees to hold harmless, indemnify, and

defend the COUNTY from and against any actions, costs, expenses, liabilities, claims, losses, damages, or injuries arising at any time from the keeping or owning any such animal at the residence or on the Property. The CARETAKER agrees to maintain insurance which will protect the COUNTY from all liability stemming from existence of such animal at the residence or on the Property.

(4) The CARETAKER shall comply with all applicable animal control ordinances, codes, or laws and shall keep any such animal under constant supervision, either penned, chained, or inside the residence at all times. All pets shall be secured inside the residence when CARETAKER is not present, including times when CARETAKER is elsewhere on the Property.

(5) The CARETAKER agrees to ensure that no visitors, guests, or users of the residence or Property are exposed to, have access to, or are harmed by any such animal.

Section 14. Notices.

(a) Any notice required or desired of either party hereunder to be given to the other, including rental payments, shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

For CARETAKER:

Adam J. Gentry
3800 Curryville Road
Chuluota, FL 32766-9118

For COUNTY:

Jim Duby, Program Manager
Ed Yarborough Nature Center
3845 N. County Road 426
Geneva, FL 32732

(b) All notices shall be in writing and delivered by hand

delivery or certified mail, return receipt requested, unless waived, in writing.

(c) Notices shall not be effective until actually received by the receiving party as evidenced by dispositive proof.

Section 15. Assignments and Subleasing. Neither party to this Agreement shall assign this Agreement nor any interest arising herein, without the written consent of the other. CARETAKER shall not sublease the residence in the absence of express, prior approval of the COUNTY.

Section 16. Ethical Conduct. The CARETAKER, in the performance of services and functions pursuant to this Agreement, agrees that he will not cause, or attempt to cause, an officer or an employee of COUNTY to violate Chapter 112, Part III, Florida Statutes, "Code of Ethics For Public Officers and Employees" and additionally agrees to abide by Section 220.115, Seminole County Code prohibiting kickbacks or other unethical conduct involving COUNTY personnel. Violations of these ethics provisions shall result in immediate termination of this Agreement by COUNTY.

Section 17. Severability. If any clause of provision of this lease agreement is found to be legally infirm, then said provision(s) shall be deemed severable from the remaining provisions hereof which shall continue in full force and effect.

Section 18. Modification or Amendment. This Agreement and the Exhibits hereto may only be modified or amended by a mutually agreed upon written instrument, executed by both parties and of equal dignity herewith.

Section 19. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES:

[Signature]

Jim Duby

Print Name

Benny B. Newton

BENNY B. NEWTON

Print Name

CARETAKER:

By: [Signature]

ADAM J. GENTRY

Date: 10/17/2008

STATE OF FLORIDA]
COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me on this 17th day of October, 2008, by ADAM J. GENTRY, who is personally known to me or who has produced Florida Drivers License as identification.

Seal

[Signature]
Print Name Elizabeth Parkhurst
Notary Public in and for the
County and State Aforementioned
My commission expires: 5-10-2012



(SIGNATURES AND ATTESTATION CONTINUED ON FOLLOWING PAGE)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS:
10/16/08
P:\Users\Legal Secretary CSB\Planning & Development\Caretaker Agreement-Chuluota.doc

EXHIBIT "A"

DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

SEC 31 TWP 21S RGE 33E S 1/2 OF W 3/4 & SW 1/4 OF NW 1/4 (LESS N 50 FT FOR RD) & SW 1/4
OF
NE 1/4

3895 CURRYVILLE RD CHIUJOTA FL. 32766

EXHIBIT "B"

SCHEDULING OF DUTIES PER SECTION 10 OF AGREEMENT

List of duties specific to the Chuluota Wilderness Area

Caretaker's responsibilities may include but not be limited to the following.

- 1.) Locking and unlocking gates, at times prescribed by the County.
- 2.) Conducting weekly patrols of the property and submit a monthly report detailing any vandalism, equipment damage or unusual incidents or activity.
- 3.) Mow and weed eat residence, entrance and kiosk areas at least every other week during the growing season.
- 4.) Police the parking and kiosk area and adjacent roadside for trash and debris at least once weekly.
- 5.) Restock trail maps and empty trash at kiosk as needed.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution to Amend Fees in Section 20.35, "Leisure Services Schedule", of the Seminole County Administrative Code

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Joe Abel

CONTACT: Kathryn Clifford

EXT: 2001

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution amending Section 20.35, "Leisure Services Schedule", within Section 20 ("Fee Resolutions") of the Seminole County Administrative Code.

County-wide

Julia Thompson

BACKGROUND:

The Leisure Services Department is requesting an adjustment of current fees and the addition of several new fees for programs and facilities operated by the Divisions. Approval of these proposals will assist in providing a portion of cost recovery to the activities and public amenities along with providing a measure of sustainability for the Department. These recommendations are in line with the desired service delivery models created through the budget review process for FY 2008-09 along with our goals of incorporating improved business standards that reflect best practices in the Parks and Recreation profession.

The proposed fee structure will provide flexibility in developing programs more efficiently along with responding to the public demand as the need arises. As our population continues to grow and citizens look to our government for "quality of life" services close to home, Parks and Recreation programs can provide that needed respite to improve health, relieve stress and enrich the lives of our youth and adults.

The last fee adjustment was made in September, 2007. Fiscal Year 2007-2008 programs and registrations met projected revenue goals for the fiscal year reaching approximately \$1.2 million.

It is proposed that these fees become effective January 1, 2009.

The methodology used to provide the proposed fee recommendations is as follows:

- Direct cost accounting - Program Delivery Models
- Comparison data compiled from area service providers for like programs and facilities.
- Adjusting existing fees to better reflect department operational and organizational needs.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution to amending Section 20.35, "Leisure Services Schedule" within Section 20 ("Fee Resolutions"), of the Seminole County Administrative Code.

ATTACHMENTS:

1. Resolution
2. Amended Code
3. Proposed Fee Revisions

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

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 has determined that fees shall be adopted from time to time, to cover all or a portion of the costs for Parks and Recreation programs operated by Seminole County; and

WHEREAS, the Board of County Commissioners recognizes that new or revised fees are periodically needed to cover new programs or new costs,

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, additions, and deletions in Section 20.35, "Leisure Services Schedule", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

Attachment
Section 20.35 "Leisure Services Schedule"



SECTION 20. FEE RESOLUTIONS

20.35 LEISURE SERVICES SCHEDULE

A. PURPOSE. To establish a fee schedule for the Leisure Services Department's ~~programs and services in the day to day operations, to cover all of the costs for Parks and Recreation programs operated by Seminole County, and to encourage co-sponsorship of sporting events between the County and sporting event sponsors and recognizes that the normal fixed fees charged users for use of County fields, courts and other facilities may not be appropriate for co-sponsored tournaments and that co-sponsorship with shared tournament revenues may be more advantageous to the County.~~

B. PARKS AND RECREATION LEISURE SERVICES FEE SCHEDULE ¹

<u>(1) Programs</u>	<u>Fees</u>
<u>Memorial Trees</u>	
15-gallon tree, plaque and installation	\$150
30-gallon tree, plaque and installation	\$200
<u>Programs/workshops/classes/camps/ staff-directed activities</u>	
	10% above direct cost
 <u>(2) Facility Rentals</u>	
<u>Athletic Field Rental & Outside Tournaments</u>	
	\$16/hour/field before 5pm
	<u>\$23/hour/field after 5pm</u>
<u>Campsites</u>	
Up to 4 campers	\$15/site/day
Group – 5 or more	\$30/site/day
<u>Ed Yarborough Nature Center Meeting Room²</u>	<u>\$32/hour</u>
<u>Midway Community Center Rental</u>	<u>\$50/day</u>
<u>Museum Annex Building</u>	<u>\$32/hour</u>
<u>Museum Grounds</u>	<u>\$32/hour</u>
<u>Park Pavilion Rental</u>	
Large	\$60/half day
	<u>\$100/day</u>
Small	\$40/half day
	<u>\$60/day</u>
<u>Raquetball Court Rental</u>	<u>\$6/hour/court</u>
<u>Roller Hockey Rink Rental</u>	<u>\$16/hour before 5pm</u>
	<u>\$32/hour after 5pm</u>

¹ NOTE: ~~A portion of some of the fees is remitted to the Florida Department of Revenue as sales tax. Fees are not reflective of additional sales tax required to remit to Florida Department of Revenue.~~

² Meeting Rooms may be utilized by County Departments and Agencies at no cost, subject to availability.

Sylvan Lake Park Amenities

<u>Laundry Room</u>	<u>\$80/day</u>
<u>Shower/Dressing Room</u>	<u>\$80/day</u>
<u>Training Room</u>	<u>\$80/day</u>
<u>Weight Room</u>	<u>\$80/day</u>
<u>Multi-purpose Room A or B³</u>	<u>\$80/day</u>
<u>Conference Room⁴</u>	<u>\$80/day</u>
<u>Tennis Ball Auto Feeder Court Rental</u>	<u>\$11/hour</u>
<u>Tennis Court Rental & Outside Tournaments</u>	<u>\$4/hour/court before 5pm</u> <u>\$6/hour/court after 5pm</u>

(3) Admission

<u>Field Trip Admission/Guided Tour</u>	<u>\$3/person</u>
<u>Museum Admission Fee</u>	
<u>Adults</u>	<u>\$3/person</u>
<u>Students (ages 5 – 17 years)</u>	<u>\$1/person</u>
<u>Youth (ages 4 and under)</u>	<u>No charge</u>

(4) Point of Sale

<u>Merchandise for Resale</u>	<u>50% - 100% markup</u> <u>based on product cost and</u> <u>established market pricing</u> <u>range</u>
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(5) Administrative

<u>Copies made for the public</u>	<u>\$0.15 per page</u>
<u>Not for Profit Agency Discount</u>	<u>25% discount on all fees</u>
<u>Protest Fee (Sports Leagues)</u>	<u>\$50/protest</u>
<u>Refund Processing Fee</u>	<u>\$10 per occurrence. If</u> <u>balance is less than \$10,</u> <u>charge will be 10%.</u>
<u>Tournament/Event Booking Incentive</u>	<u>10% Incentive Discount for</u> <u>multi-day</u> <u>tournament/event</u>
<u>Tournament/Event Staff Support</u>	
<u>After 3:30pm on weekdays</u> <u>and on weekends</u>	<u>\$40/hour</u>

(6) Co-managed or Co-sponsored Tournaments

Fees may be collected for events/tournaments owned and controlled by local, state, regional, or national organizations at a variable rate as determined by the Leisure Services Director and the County.

³ Meeting rooms may be utilized by County Departments and Agencies at no cost, subject to availability.
⁴ Meeting rooms may be utilized by County Departments and Agencies at no cost, subject to availability.



(7) Credits and Refunds

Credits and refunds are issued for injury, illness, and classes cancelled due to inclement weather. Administrative adjustments may be made to the above fees to provide for refunds and credits when approved by the Leisure Services Director.

(8) Damage Assessment Fees

Additional fees may be assessed if damage or loss occurs or if extra clean-up is required as determined by the Leisure Services Director.

(9) Deposits

For rentals utilizing fields: \$300 no-refundable deposit is due upon rental confirmation. Final balance is due prior to start on event day. Deposit is applied to rental balance owed and there will be no refund of deposit.

Activity	Fees
(1) TENNIS	
— Court Rental 8:00 am — 5:00 pm	4.00 hour/court
— Court Rental 5:00 pm — 10:00 pm	6.00 hour/court
— Lessons (Junior & Adult; 1 hour)	9.00 person/lesson
— Women's/Men's/Mixed Doubles/	2.00 hour/person
— Round Robin Tennis Programs	
— Junior Training Program	13.00/2-hour lesson/person
— (includes court usage from 12 p.m. – 5 p.m.)	
— Team League Fees &	
— Multiple Booking Rentals	a. \$100.00 team/full season (8 months)
	b. \$ 50.00 team/half season (4 months)
— Tennis Tournament (County Sponsored)	
— Registration Adult Singles	34.00 person
— Registration Adult Doubles	35.00 team
— Registration Rookie Tournaments	30.00 person
— Registration Junior	34.00 person
— Ball Machine Rental	5.00/hour plus court fee
— Ball System	11.00/hour
— Ball Hopper	3.00 each
— Tennis Balls	5.00 per can
— Court Rental for Outside Tournaments	4.00/scheduled match



(2) RACQUETBALL

— Court Rental 8:00 am — 10:00 pm	6.00 hour/court
— Racquetball Round Robin (weekly).....	4.00/person/hour
— Racquetball Tournament	
— Junior	
— 1st Event.....	10.00
— 2nd Event.....	5.00
— On Site Registration.....	5.00 additional fee
— Adult	
— 1st Event.....	20.00
— 2nd Event.....	10.00
— 3rd Event.....	5.00
— On Site Registration.....	5.00 additional fee
— Racquetballs.....	5.00 per can

(3) ATHLETIC FIELD AND ROLLER HOCKEY RINK RENTALS

— 8:00 am — 5:00 pm	16.00 hour/field or rink
— 5:00 pm — 10:00 pm	23.00hour/field or rink
— Basketball court reservation	6.00 hour/court
— County Softball Tournament Entry Fee	225.00 team
— Maintenance Crew (2 people & equipment)	40.00 per hour
(Crew charge effective after 3:30 pm weekdays and all	
day Saturdays, Sundays and County Holidays.)	

(4) ADULT LEAGUES

— Softball League	
— (includes ASA fee & trophies)	400.00/team/season
— Senior Softball League	
— (1 umpire/Senior Leagues).....	340.00 team/season
— Basketball.....	17.50 game/team
— Protest Fee.....	50.00 per protest

(5) YOUTH GROUPS/LEAGUE PLAY

— Softball	
— League Play 8:00 am — 5:00 pm	16.00/hour/field
— League Play 5:00 pm — 10:00 pm	23.00/hour/field
— Football/Soccer	
— League Play 8:00 am — 5:00 pm	16.00hour/field
— League Play 5:00 pm — 10:00 pm	23.00/hour/field



~~Tournaments~~

8:00 am – 5:00 pm	16.00/scheduled game
5:00 pm – 10:00 pm	23.00/scheduled game

~~(6) CAMPING~~

Lake Mills Park (up to 4 campers)	15.00 site/day
Group Camping (non-profit groups only)	30.00 site/day
Mullet Lake Park (up to 4 campers)	15.00 site/day

~~(7) PAVILION RESERVATIONS:~~

~~Pavillion rentals must be paid for in full upon being reserved.~~

Lake Mills Park	
Large Pavilion	50.00 1/2 day
Small Pavilion	30.00 1/2 day
Red Bug Lake Park	
Large Pavilion	50.00 1/2 day
Small Pavilion	30.00 1/2 day
Sanlando Park	
Large Pavilion	50.00 1/2 day
Small Pavilion	30.00 1/2 day
Sylvan Lake Park	
Large Pavilion	50.00 1/2 day
Small Pavilion	30.00 1/2 day

~~(8) SPORTS TRAINING FACILITY~~

(a) Laundry Room	16.00/hour
(b) Shower/Dressing room	16.00/hour
(c) Training Room	16.00/hour
(d) Weight Room	16.00/hour
(e) Multipurpose room A or B	16.00/hour
(f) Conference room A	16.00/hour

~~Meeting rooms may be utilized by County Departments and Agencies at no cost subject to availability.~~

~~(9) NOT FOR PROFIT CAMP/PROGRAM RATES~~

~~Non profit organizations shall be granted a 25% discount on all Parks & Recreation Division designated fees.~~

~~(10) CO-MANAGED OR CO-SPONSORED TOURNAMENTS/EVENTS~~

~~Fees may be collected for events/tournaments owned and controlled by local, state, regional or national organizations at a variable rate as determined by the organization and the County. A portion of these fees may be returned to the organization as per contractual requirements on a case-by-case basis.~~

~~Event staff (per staff member) 30.00/hr
 (Number of staff required to be determined by Parks & Recreation Manager based upon the size and complexity of event.)~~

~~(11) MIDWAY COMMUNITY CENTER RENTAL~~

~~Full Day 50.00 8 a.m. – 10 p.m.~~

~~(12) DAMAGE ASSESSMENT FEES~~

~~Additional fees may be assessed if damage or loss occurs or if extra clean-up is required, as determined by the Parks & Recreation Division Manager.~~

~~(13) CREDITS AND REFUNDS~~

~~Administrative adjustments may be made to the above fees for Parks and Recreation to provide for refunds and credits when approved by the Manager of Parks and Recreation. Credits and refunds for programs and rentals are issued for injury, illness, and classes cancelled due to inclement weather.~~

~~(14) DEPOSITS~~

~~For rentals utilizing fields: \$300.00 non-refundable deposit is due upon rental confirmation. Final balance is due prior to start on event day. Deposit is applied to rental balance owed and there will be no refund of deposit.~~

C. NATURAL LANDS SUMMER CAMP

- ~~(1) Fee for camp
 (per student, Seminole County resident) \$135.00 per week~~
- ~~(2) Fee for camp
 (per student, out-of-county resident) \$145.00 per week~~
- ~~(3) Late Pickup (after 5:00 p.m.) \$ 5.00 per day~~
- ~~(4) Early Drop-Off (before 8:30 a.m.) \$ 5.00 per day~~



D. ~~HISTORICAL MUSEUM FEE SCHEDULE~~

~~(1) Copies Made for the Public~~

~~Per Copy \$ 0.10~~

E.C AUTHORITY.

Resolution 2007-R-42 adopted March 13, 2007
Resolution 2007-R-166 adopted September 11, 2007
Resolution 2008-R-98 adopted April 22, 2008
Resolution 2008-R-123 adopted May 20, 2008

SEMINOLE COUNTY LEISURE SERVICES DEPARTMENT **DRAFT PROPOSED FEE REVISIONS**
JULY 9, 2008

Note: Fees listed below reflect only those fees that we are requesting be adjusted or are new.

ACTIVITY	CURRENT FEE	PROPOSED FEE	JUSTIFICATION
PARKS & RECREATION DIVISION			
Programs			
<ul style="list-style-type: none"> ● Recreational/Sports Programs, classes and activities 	varies	10% above direct cost	Program fees will be designed to cover all direct costs plus 10% for indirect. This will allow for flexibility based on a variety of instructors and programs that may be offered throughout the division.
<ul style="list-style-type: none"> ● 			
<ul style="list-style-type: none"> ● Tennis Court Rental/Outside Tournaments 	\$4/scheduled match	\$4/hour/court before 5pm \$6/hour/court after 5pm	This rate is identical to our current fee for hourly court rental. The original differentiation in fee between match and hourly rate impacts our ability to schedule courts effectively and greatly reduces our revenue potential.
Athletic Fields			
<ul style="list-style-type: none"> ● Tournaments 	\$16/game \$23/game	\$16/hour/field before 5pm \$23/hour/field after 5pm	Change is reflected from a per game to a per hour rate. This rate is identical to our current fee for hourly field rental. The differentiation between game and hourly rate impacts our ability to schedule fields effectively and greatly reduces our revenue potential.
Pavilion Rental			
<ul style="list-style-type: none"> ● Large 	\$50/half day \$100/full day	\$60/half day No change	Increase ½ day by \$10 to provide incentive for renting for the full day. This allows for more efficient scheduling and usage of manpower.
<ul style="list-style-type: none"> ● Small 	\$30/half day \$60/full day	\$40/half day No change	Increase ½ day by \$10 to provide incentive for renting for the full day. This allows for more efficient scheduling and usage of manpower.
Sylvan Lake Park			
<ul style="list-style-type: none"> ● Laundry Room ● Shower/Dressing Room ● Training Room 	\$16/hour	\$80 daily fee for each No change in actual hourly rate	Change will allow reservations to be based on a daily fee only (based on any 5 hour period) Any additional usage will be booked at the \$16/hour rate. This allows for one daily cleaning of facility and only one booking per day.

ACTIVITY	CURRENT FEE	PROPOSED FEE	JUSTIFICATION
HISTORICAL MUSEUM PROGRAM			
<ul style="list-style-type: none"> Admission Fee 	\$0	\$3/per person – 4 and under free \$1/Student	Implement an admission fee for the museum based on the recommendations in the service inventory/Historical Commission.
<ul style="list-style-type: none"> Facility Rental 	\$0	\$32/hr – Annex Building \$32/hr – Grounds	This would be during operational hours only. During non-operational hours the manpower fee would be additional to cover the cost of staffing. This includes the use of the facility for meetings and functions. This rate is comparable to approved fees for other Parks & Recreation venues.
<ul style="list-style-type: none"> Class/Workshop/Camp 	\$0	10% above direct cost	Program fees will be designed to cover all direct costs plus 10% for indirect. This will allow for flexibility based on a variety of instructors and programs that may be offered.
GREENWAYS & NATURAL LANDS DIVISION			
<ul style="list-style-type: none"> Facility Rental – Ed Yarrowburgh Nature Center 	\$0	\$32/hr – Large meeting room	Available during operational hours only. During non-operational hours the manpower fee would be additional to cover the cost of staffing. This rate is comparable to approved fees for other Parks & Recreation venues.
<ul style="list-style-type: none"> Campsite - Geneva Up to 4 campers Group – 5 or more 	\$0 \$0	\$15/site/day up to 4 people \$30/sitelday – 5 or more	Fee is in line with our existing fee structure for camp sites at Lake Mills and Mullet Lake
<ul style="list-style-type: none"> Memorial Trees 	\$100/10-gal. Tree and plaque	\$150/15-gallon tree and plaque \$200/ 30-gallon tree and plaque	Current cost does not cover the direct charges for the tree, plaque and the manpower to pickup and install materials.
Programs			
<ul style="list-style-type: none"> Field Trip Admission/Tour 	\$0	\$3/person	Average admission cost based on a comparative review of other similar facilities.
<ul style="list-style-type: none"> Class/Workshop/Camp 	\$0	10% above direct cost	Program fees will be designed to cover all direct costs plus 10% for indirect expenses. This will allow for flexibility based on a variety of instructors and programs that may be offered.

ACTIVITY	CURRENT FEE	PROPOSED FEE	JUSTIFICATION
LEISURE SERVICES ADMINISTRATION			
<ul style="list-style-type: none"> Merchandise for Resale 	\$5/can for tennis/racquetballs	50 – 100% markup based on product cost and market demand	Would like to establish a merchandising charge on all of our products by charging a 50 – 100% markup on products that may be sold as a convenience.
<ul style="list-style-type: none"> Refund Processing Fee 	\$0	\$10 per occurrence or if fee is less than \$10, charge will be 10% cost for processing	Fee to assist in offsetting the cost for issuing refunds. Medical justification would be the exception.
<ul style="list-style-type: none"> Tournament/Event Booking Incentive Fee 	\$0	10% Incentive Discount for Tournaments and Events (multi-day)	Establish an incentive negotiation fee for tournaments and sporting events to secure a location with facilities in Seminole County Leisure Services Department for multi-day events.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Rename Tall Pine Court to Crooked Oak Court

DEPARTMENT: Planning and Development **DIVISION:** Building

AUTHORIZED BY: Dori DeBord **CONTACT:** Amy Curtis **EXT:** 7426

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached resolution renaming Tall Pine Court to Crooked Oak Court.

District 3 Dick Van Der Weide

Amy Curtis

BACKGROUND:

An inquiry was received regarding the street names Tall Pine Court and Crooked Oak Court.

The plat of record, Sweetwater Oaks, Section 3, Plat Book 18 Page 5 has both streets Tall Pine Court and Crooked Oak Court. Research of the Seminole County Property Appraiser's records indicate the abutting property owners use Crooked Oak Court as their mailing address, additionally the street signs indicate Crooked Oak Court.

Property owners abutting Tall Pine Court were notified of the County's intent to change the name of the street to correct the plat of record. This action will not require a change of address.

To avoid confusion, maintain consistency and eliminate inconvenience to the property owners, we propose to amend the plat of record to rename Tall Pine Court to Crooked Oak Court.

STAFF RECOMMENDATION:

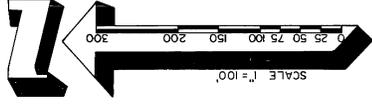
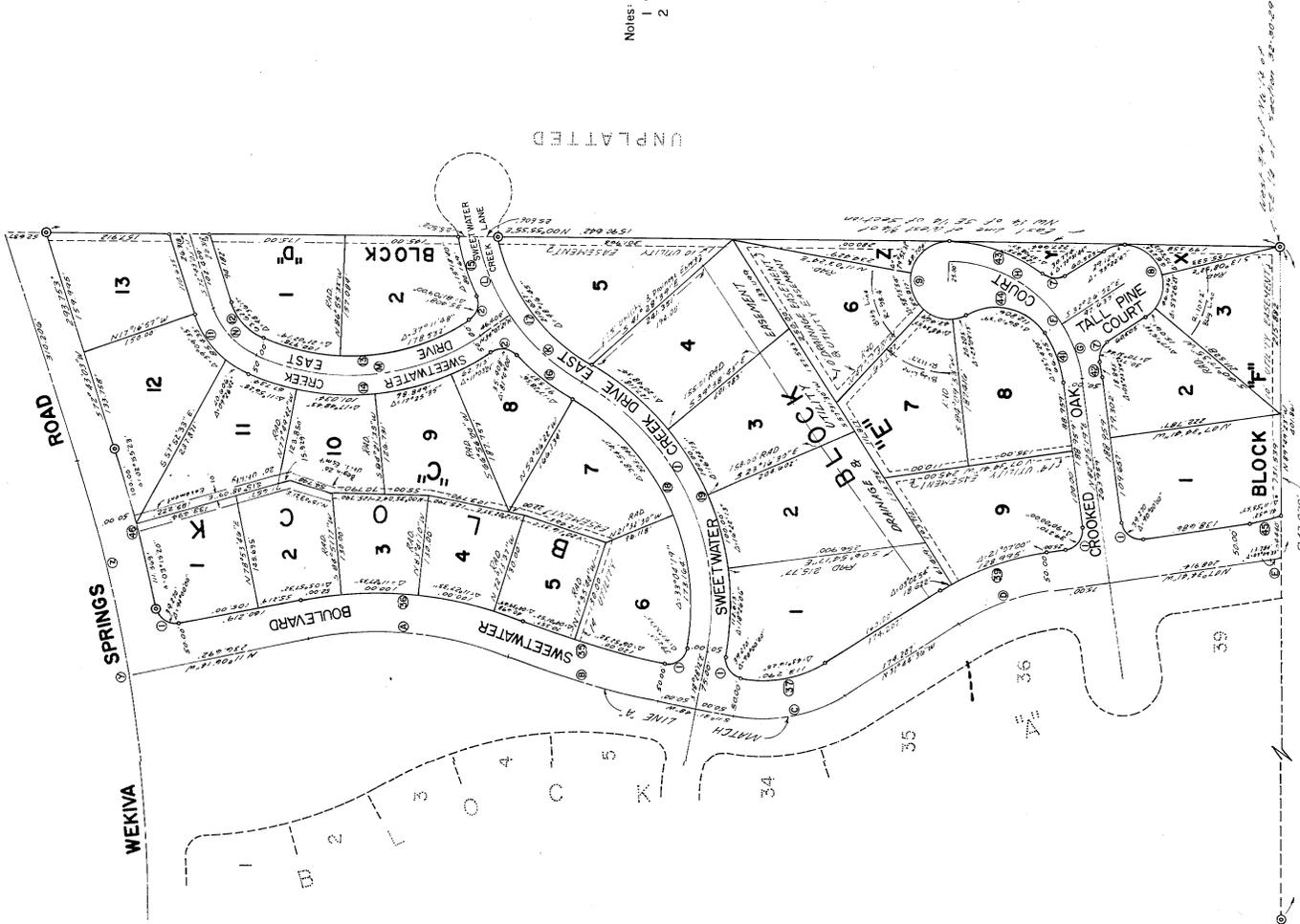
Staff recommends that the Board approve and authorize the Chairman to execute the resolution renaming Tall Pine Court to Crooked Oak Court.

ATTACHMENTS:

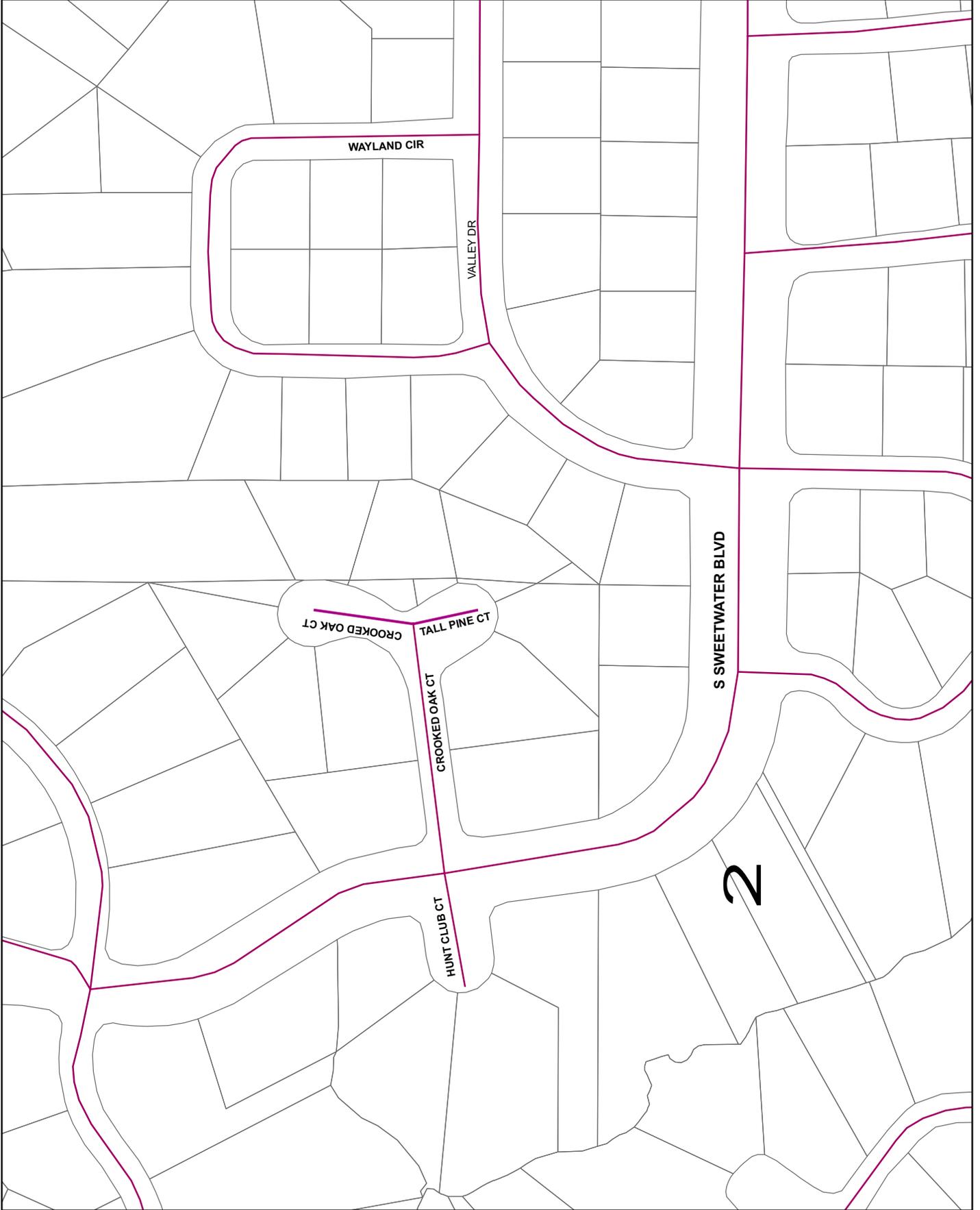
- 1. Plat
- 2. Location Map
- 3. Resolution

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

SWEETWATER OAKS SECTION -3
 SEMINOLE COUNTY, FLORIDA



- Notes:
- 1. Indicates P.R.M.'s
 - 2. Indicates P.C.P.'s



**TALL PINE COURT TO CROOKED OAK COURT
STREET NAME CHANGE**

RESOLUTION NO. 2008-R-_____ SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF, NOVEMBER 18, 2008

WHEREAS, under the authority contained in Section 336.05 (1) and 336.05 (2), Florida Statutes, the Board of County Commissioners may name and rename streets and roads; and

WHEREAS, a request has been received to rename Tall Pine Court located in Sweetwater Oaks, Section 3, Plat Book 18 Page 5, abutting lots X, Y, Y2, 2 & 3 in Section 32 Township 20 Range 29; Public Records of Seminole County, Florida.

WHEREAS, renaming this street will help to eliminate confusion, facilitate improved emergency access and ability of the public to locate streets and roads within Seminole County, and,

WHEREAS, this change is consistent with overall County plans for street renaming, addressing and the 911 system.

NOW, THEREFORE, BE IT RESOLVED, that effective, NOVEMBER 18, 2008, the street is named as follows:

TALL PINE COURT
To
CROOKED OAK COURT

Adopted this 18th day of NOVEMBER, 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BRENDA CAREY
CHAIRMAN

ATTEST:

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Maintenance Agreement (Road Improvements) and Irrevocable Letter of Credit for Mikler Road Property, LLC - Regency Estates Phase II

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Mikler Road Property, LLC - Regency Estates Phase II Maintenance Agreement (Road Improvements) #0710806 in the amount of \$33,858.38 for the Mikler Road Property, LLC - Regency Estates Phase II road improvements.

District 1 Bob Dallari

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning *Additional Required Legal Submittals*, required the Mikler Road Property, LLC - Regency Estates Phase II project to have a Maintenance Agreement (Road Improvements) and Irrevocable Letter of Credit #07101806 for \$33,858.38 (First Florida Bank), to insure against any significant degradation in operating conditions resulting from any defective work covered by this Maintenance Agreement (Road Improvements) and Irrevocable Letter of Credit. Staff conducted a two year maintenance inspection for this project located on Mikler Road and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the Mikler Road Property, LLC - Regency Estates Phase II Maintenance Agreement (Road Improvements) and Irrevocable Letter of Credit #07101806 in the amount of \$33,858.38 for the Mikler Road Property, LLC - Regency Estates Phase II road improvements

ATTACHMENTS:

1. Maintenance Agreement (Road Improvements)
2. Irrevocable Letter of Credit
3. Request Letter

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)</p>
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SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT
(Road Improvements)

THIS AGREEMENT is made and entered into this 8TH day of JUNE, 2006, between MINKLE ROAD PROPERTY, LLC, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as REGENCY ESTATES PHASE 2, a Plat of which is recorded in Plat Book 69 Pages 94 + 95, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated 11-7, 2002, (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from _____, 19____; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 07-10-18-06 issued by FIRST FLORIDA BANK, in the sum of THIRTY THREE THOUSAND EIGHT HUNDRED FIFTY EIGHT DOLLARS (\$33,858).

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of THIRTY THREE EIGHT HUNDRED FIFTY EIGHT DOLLARS (\$33,858) 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 road improvements and maintain said road improvements for a period of two (2) years from JUNE, 2006 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent coats. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered in the presence of:

MIKLER ROAD PROPERTY, LLC

Nancy Husselman

Paul J. Zarin

By: Charles W. Clayton, Jr

Date: 6-8-06

WITNESSES:

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE COUNTY, FLORIDA

Orin D. Reagan 6/19/06
Acting Division Chief - Roads-Stormwater
Deputy Director of Public Works

Date: _____

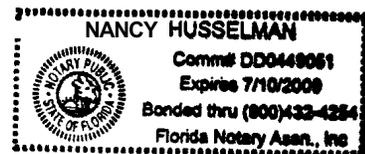
Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 8th day of June, 2006 by CHARLES W. CLAYTON, JR. who is personally known to me or who has produced _____ as identification.

Nancy Husselman
Print Name NANCY HUSSELMAN
Notary Public in and for the County and State Aforementioned

My commission expires: 7-10-2009





IRREVOCABLE LETTER OF CREDIT

LETTER OF CREDIT
NUMBER: 07-10-18-06

ISSUANCE DATE: June 9th, 2006

APPLICANT: CHARLES CLAYTON

APPLICANT ADDRESS: 615 NORTH WYMORE RD.
WINTER PARK, FL 32789-2828

BENEFICIARY: SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS
1101 EAST FIRST ST.
SANFORD, FL 32771

AMOUNT: \$33,858.38 U.S.D.

DATE OF EXPIRATION: JUNE 9TH, 2007

PLACE OF EXPIRATION: AT OUR COUNTERS

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Charles Clayton, 615 North Wymore Rd. Winter Park, FL 32789-2828, available by your drafts drawn on us payable at site for any sum of money not to exceed a total of (Thirty eight thousand one hundred thirty two and 001100 U.S.D.), when accompanied by this Letter of Credit and the following document.

OR

Should you have occasion to communicate with us regarding this credit, kindly direct your communications to the attention of V. John Mikel, Vice President making specific reference to our credit number 07-10-18-06 as follows:

First Florida Bank
972A Orange Avenue
Winter Park, Florida 32789
Phone: (407) 691-7006

Documents Required:

1. The Original Letter Of Credit
2. Written statement from an authorized officer of the Beneficiary as described above without inquiry as to the accuracy of such statement and regardless of whether Applicant disputes the content of such statement.
3. Sight draft.

Partial Drawings are permitted, and this Irrevocable Letter of Credit shall, except to the extent reduced thereby, survive any partial drawings.

Drafts drawn under this Letter Of Credit must indicate: "Drawn under First Florida Bank Letter of Credit No. 07-10-18-06, Dated June 9th, 2006"

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for a one year period from the present or any future expiration date hereof, unless at least 60 (sixty) days prior to any such expiration date, we shall send you by courier letter notice that we have elected not to renew this letter of credit for any such additional period.

This Letter Of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Version), International Chamber Of Commerce Publication 500.

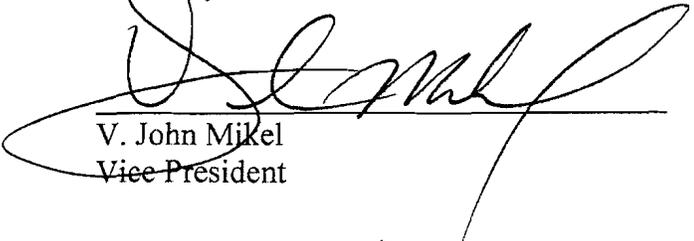
If the Board of County Commissioners initiates suit under this letter of credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorneys' fees, but First Florida Bank shall not be responsible for any attorneys' fees in excess of fifteen percent (15%) of the aggregate amount of this letter of credit.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will only be duly honored upon presentation and delivery of the documents specified above to the below address on or before June 9th, 2007, unless automatically renewed as set forth within.

All documents are to be remitted to:

First Florida Bank
972A Orange Avenue
Winter Park, Florida 32789

Sincerely,


V. John Mikel
Vice President

*Mikler Road Property, LLC
615 North Wymore Road
Winter Park, Florida 32789-2828*

September 17, 2008

*Seminole County
1301 East 2nd Street
Sanford, Florida 32771*

Attention: BeJay Harbin

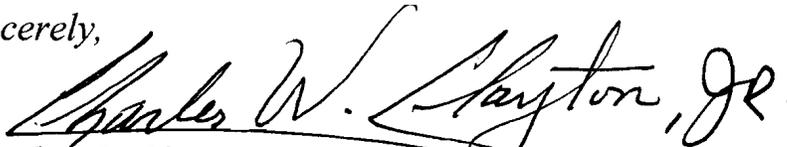
*Reference: Road Maintenance Agreement
Project – Regency Estates Phase 2
LC# 07-10-18—06 (First Florida Bank)
LC Amount - \$33,858.38
District #1*

Dear BeJay Harbin:

Enclosed you will find a copy of the letter from James Allen, Construction Inspection Supervisor, stating that as of 8/26/08 the Seminole County Development Review Inspectors found no deficiencies.

Therefore, please direct the Seminole County Board of County Commissioners to release the Road Maintenance Agreement as required by the LDC.

Sincerely,

A handwritten signature in black ink that reads "Charles W. Clayton, Jr." with a stylized, cursive script.

*Charles W. Clayton, Jr.
encl.*

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of an Offer and Purchase Agreement and Addenda Between Florida Department of Transportation and Seminole County, Adoption of a Resolution and Authorization for the Chairman to Execute a County Deed Conveying Property Needed to Construct the Commuter Rail Station in Lake Mary to the Florida Department of Transportation (FDOT Parcel No. 103.1R)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Jerry McCollum

EXT: 5651

MOTION/RECOMMENDATION:

Approve an Offer and Purchase Agreement and Addenda Between Florida Department of Transportation and Seminole County, adopt a Resolution and authorize the Chairman to execute a County Deed selling property necessary to construct the Commuter Rail Station in Lake Mary to the Florida Department of Transportation (FDOT Parcel No. 103.1R).

District 2 Michael McLean

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) has submitted an Offer and Purchase Agreement for property the County currently owns on the north side of Lake Mary Boulevard and just east of the CSX Railroad. FDOT is proposing to purchase this property for the Lake Mary Commuter Rail Station. The property to be purchased is predominantly wetlands. FDOT had an appraisal prepared evaluating this property at \$554,000. The appraisal was reviewed by staff from the County Attorney's Office and was found to be appropriate. However, discussions with FDOT representatives regarding the value being potentially 10% higher concluded with a negotiated amount of \$600,000. Proceeds from closing will be deposited into the 1st Generation Sales Tax Fund. If the Commuter Rail Project does not receive all approvals, Seminole County will re-acquire the property from FDOT at a cost of \$450,000 since 25% (\$150,000) of the purchase price of \$600,000 is County funded.

(Capital Improvement Project Number 00251401).

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Offer and Purchase Agreement and Addenda Between Florida Department of Transportation and Seminole County, adopt a Resolution and authorize the Chairman to execute a County Deed selling property necessary to construct the Commuter Rail Station in Lake Mary to the Florida Department of Transportation (FDOT Parcel No. 103.1R).

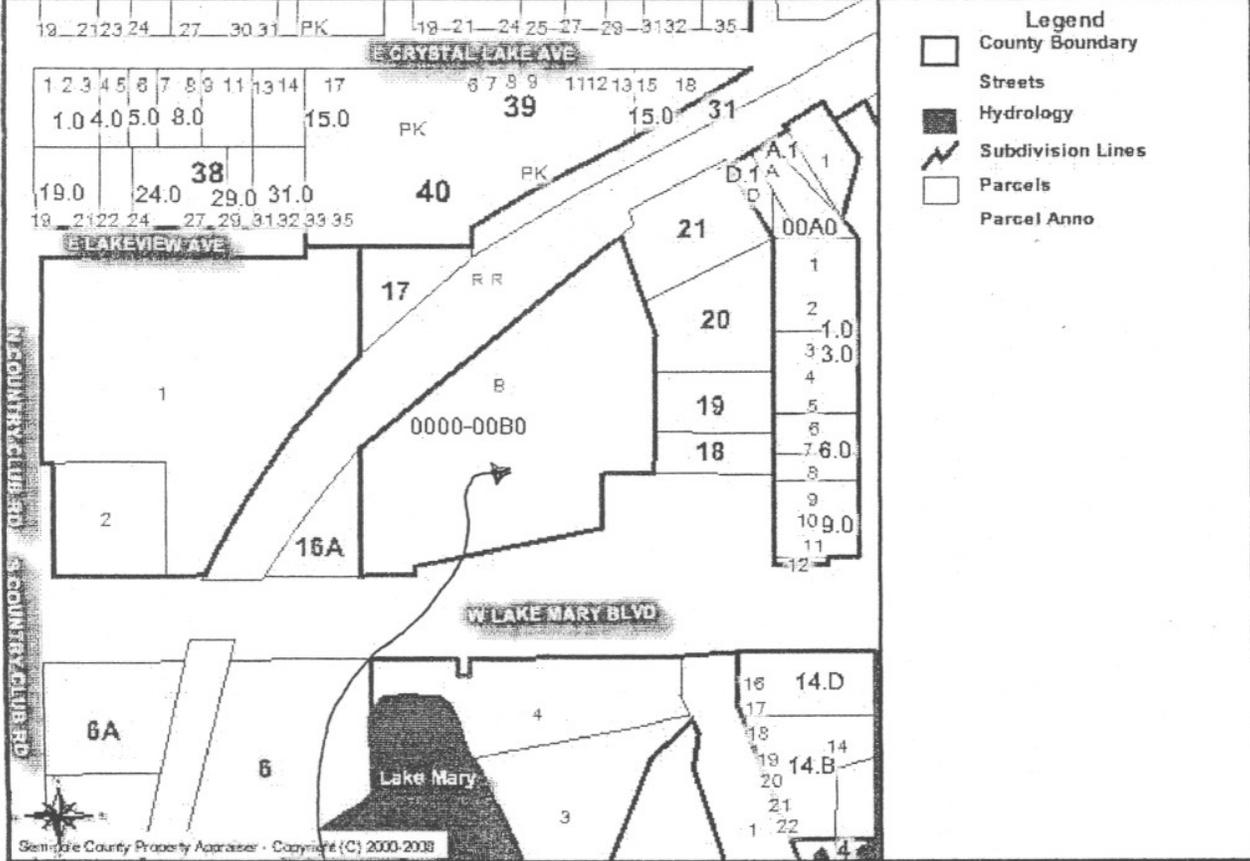
ATTACHMENTS:

1. Location Map
2. Offer and Purchase Agreement and Addenda, FDOT Parcel 103.1R Commuter Rail
3. Resolution
4. County Deed-FDOT Parcel 103.1R-Commuter Rail

Additionally Reviewed By:

- County Attorney Review (Matthew Minter)
- Budget Review (Fredrik Coulter, Lisa Spriggs)

ArcIMS HTML Viewer Map



Subject Parcel

Location Map
 Commuter Rail
 Lake Mary Boulevard Station

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFER AND PURCHASE AGREEMENT

575-030-07
RIGHT OF WAY
OGC - 08/07
Page 1 of 3

ITEM SEGMENT NO.: 4129944
DISTRICT: FIVE
FEDERAL PROJECT NO.: 4129942
STATE ROAD NO.: LAKE MARY RAIL STATION
COUNTY: SEMINOLE
PARCEL NO.: 103

Seller: SEMINOLE COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: PARCEL 103

(b) Estate being purchased: Fee Simple
 Permanent Easement
 Temporary Easement
 Leasehold

(c) Buildings, structures, fixtures, and other improvements: N/A

(d) Personal property: N/A

(e) Outdoor advertising structure(s) permit number(s): N/A

Buildings, structures, fixtures and other improvements owned by others: N/A
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property			
Land	1.	\$	<u>554,200.00</u> <i>600,000.00</i>
Improvements	2.	\$	<u>0.00</u> <i>DL</i>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	<u>0.00</u>
Total Real Property	4.	\$	<u>554,200.00</u> <i>600,000.00</i>
(b) Total Personal Property	5.	\$	<u>0.00</u> <i>DL</i>
(c) Fees and Costs			
Attorney Fees	6.	\$	<u>0.00</u>
Appraiser Fees	7.	\$	<u>0.00</u>

_____ Fee(s)	8.	\$	<u>0.00</u>
Total Fees and Costs	9.	\$	<u>0.00</u>
(d) Total Business Damages	10.	\$	<u>0.00</u>
(e) Total of Other Costs	11.	\$	<u>0.00</u>
List: _____			

Total Purchase Price	(Add Lines 4, 5, 9, 10 and 11)	\$	<u>554,200.00</u> <i>600,000.00</i>
(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$	<u>0.00</u> <i>a</i>
(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		\$	<u>0.00</u>

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

(i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: _____

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page ___ is made a part of this agreement.
 There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or print name under signature

Signature Date

Type or print name under signature

Buyer
State of Florida, Department of Transportation
BY: C. Jack Adkins 3/3/08
Signature Date
C. JACK ADKINS
ASST. DISTRICT R/W MANAGER
Type or print name under signature

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

BY: _____
Signature

Type or print name and title under signature

This document delivered by Deborah A. Ryan 11/29/07
Date
This document received by J. Well 11/29/07
Date

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Brenda Carey, Chairman

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

**OFFER AND PURCHASE AGREEMENT
Lake Mary Commuter Rail Station Parcel 103.1R**

**ADDENDA TO PURCHASE AGREEMENT BETWEEN FLORIDA
DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, A
POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

RE: Item Segment No.: 4129944
CFCRT Project
Seminole County
Parcel 3103 (103)

For purposes of this agreement, the buyer is the Florida Department of Transportation and the Seller is Seminole County, a Political Subdivision of the State of Florida. Buyer agrees to pay seller \$600,000.00 for the property identified above for the Central Florida Commuter Rail Project. In exchange, Seller agrees to deliver an executed County Deed and Resolution at closing. Buyer and Seller recognize that Seller has contributed 25% funding for the project. If for any reason the project is permanently canceled or abandoned the Buyer will convey the property back to the Seller by Quit Claim Deed and Seller County will deliver a check for \$450,000.00.

See Page 2 of 2

Seminole County, a Political Subdivision of the State of Florida

By:



Florida Department of Transportation

By: Shirley J. Martin, District RIGHT OF WAY MANAGER

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Brenda Carey, Chairman

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

**Addenda to Offer and Purchase Agreement between
Florida Department of Transportation and Seminole County**

Lake Mary Commuter Rail Station Parcel 103.1R

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 18th DAY OF November, 2008.

WHEREAS, the State of Florida Department of Transportation proposes to acquire all necessary rights-of-way and construct F.P. No. 412994 2, Section No. 77000, Central Florida Commuter Rail Lake Mary Boulevard Station in Seminole County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Seminole County be acquired by the State of Florida Department of Transportation; and

WHEREAS, the necessary lands are identified by the Florida Department of Transportation as Parcel Number 103.1R; and

WHEREAS, said property is not needed for county purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a County Deed in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that the County has in and to said lands required for transportation purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the application of the State of Florida Department of Transportation for a County Deed is for transportation purposes which are in the public or community interest and for public welfare; and the land needed for transportation purposes is not needed for county purposes; that the deed in favor of the State of Florida Department of Transportation conveying all right, title and interests of Seminole County in and to said lands identified as Florida Department of Transportation Parcel Number 103.1R has been drawn and executed by this Board of County Commissioners.

ADOPTED THIS 18th DAY OF November, 2008.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

ATTEST:

Brenda Carey, Chairman

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

September 23, 2008
This instrument prepared by
LYNN W. BLAIS
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 103.1R
SECTION
F.P. NO. 412994 2
STATE ROAD CRT PROJECT
COUNTY SEMINOLE

COUNTY DEED

THIS DEED, made this _____ day of _____, _____ by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Seminole County, Florida, viz:

F.P. No. 412994 2 – Section 77000 – Central Florida Commuter Rail Lake Mary
Boulevard Station, Seminole County

PARCEL No.103

RIGHT OF WAY

That part of:

“THE SOUTH 453 FEET OF THE EAST 132 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, TOGETHER WITH THE EAST 1/2 OF VACATED MYRTLE AVENUE ADJACENT THERETO; ALSO LOTS 12 AND 13, H.D. DURANT’S ADDITION TO LAKE MARY, PLAT BOOK 3, PAGE 12, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA LESS RIGHT OF WAY FOR LAKE MARY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2104, PAGE 0845, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL NO. 103.1R
SECTION
F.P. NO. 412994 2
Page 2

AND

LOTS B, 23, 24 AND 25, H.D. DURANT'S ADDITION TO LAKE MARY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 12, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH THE WEST 1/2 OF VACATED MYRTLE AVENUE ADJACENT THERETO, LESS RIGHT OF WAY FOR LAKE MARY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2104, PAGE 0844, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LESS: THAT PORTION OF THE ABOVE DESCRIBED PARCELS DEPICTED ON THE RIGHT OF WAY MAP FOR LAKE MARY BOULEVARD PHASE 2, AS PARCELS NUMBERS 104, 900, 105 AND 901. SAID MAP PREPARED BY STANLEY/MERIDIAN, INC., AND RECORDED IN THE CLERK OF THE COURTS OFFICE, SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT B, SAID POINT LYING ON A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1357.69 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHERLY LINE OF SAID LOT B THROUGH A CENTRAL ANGLE OF $43^{\circ}56'54''$ A DISTANCE OF 547.83 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF MYRTLE AVE. (50' R/W) AS SHOWN ON SAID PLAT OF H.D. DURANT'S ADDITION TO LAKE MARY; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID CENTERLINE; $S16^{\circ}28'E$, 170.89 FEET; $S00^{\circ}42'00''W$, 75.96 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 453.00 FEET OF THE EAST 132.00 FEET; THENCE RUN $S88^{\circ}51'46''E$ ALONG SAID NORTH LINE A DISTANCE OF 157.00 FEET TO A POINT ON THE WEST LINE OF LOTS 5-8, SAID PLAT OF H.D. DURANT'S ADDITION TO LAKE MARY; THENCE RUN $S00^{\circ}42'00''W$ ALONG SAID WEST LINE 168.32 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 901; THENCE RUN $N89^{\circ}21'14''W$ ALONG THE NORTH LINE OF SAID PARCEL 901 A DISTANCE OF 154.04 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 900; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID PARCEL 900, $N89^{\circ}45'14''W$ 166.61 FEET; $S00^{\circ}02'25''W$, 110.00 FEET; $S79^{\circ}17'10''W$, 247.07 FEET; $S00^{\circ}20'21''E$, 30.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL 104; THENCE RUN $S89^{\circ}39'39''W$ ALONG SAID NORTH BOUNDARY A DISTANCE OF 83.79 FEET TO A POINT ON THE WEST LINE OF SAID LOT B, THENCE RUN $N00^{\circ}56'30''E$ ALONG SAID WEST LINE A DISTANCE OF 279.32 FEET TO THE POINT OF BEGINNING."

PARCEL NO. 103.1R
SECTION
F.P. NO. 412994 2
Page 3

(Said property being a portion of the same lands described in Official Records Book 3213, page 605 of the Public Records of Seminole County, Florida).

Part A

Described as follows:

Commence at a tack in pavement without identification marking the Southwest corner of the Southeast 1/4 of Section 9, Township 20 South, Range 30 East, Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map of the Central Florida Commuter Rail Lake Mary Boulevard Station, Section 77000, Financial Project Number 412994 2; thence run South 89°49'18" East along the South line of the Southeast 1/4 of said Section 9 a distance of 654.43 feet to the West line of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 9 and the Westerly boundary of H.D. Durant's Addition to Lake Mary, according to the plat thereof as recorded in Plat Book 3, page 12 of the Public Records of Seminole County, Florida, and as shown on said Right of Way Map; thence departing said South line run North 00°01'00" West along said West line a distance of 87.89 feet to a point on the existing Northerly right of way line of Lake Mary Boulevard as shown on said Right of Way Map for a **Point of Beginning**; thence departing said existing Northerly right of way line continue North 00°01'00" West along said West line a distance of 279.32 feet to a point on the existing Southerly right of way line of Railroad Street according to said plat of H.D. Durant's Addition to Lake Mary as shown on said Right of Way Map, also being the beginning of a non-tangent curve concave Southeasterly, having a radius of 1357.69 feet and a chord bearing of North 53°07'49" East; thence departing said West line from a tangent bearing of North 41°33'39" East run Northeasterly along the arc of said curve and along said existing Southerly right of way line and an easterly extension thereof through a central angle of 23°08'20" a distance of 548.31 feet to the end of said curve and a point in the centerline of Myrtle Avenue as shown on said Right of Way Map; thence departing said curve run South 17°47'37" East along said centerline a distance of 170.76 feet; thence run South 00°34'52" East and continue along said centerline a distance of 79.90 feet to a point on the North line of the South 453.00 feet of the Southwest 1/4 of the Southeast 1/4 said Section 9; thence departing said centerline run South 89°49'18" East along said North line a distance of 155.65 feet to a point on the West line of Lots 5 through 8 of said plat of H.D. Durant's Addition to Lake

PARCEL NO. 103.1R
SECTION
F.P. NO. 412994 2
Page 4

Mary as shown on the aforesaid Right of Way Map; thence departing said North line run South $00^{\circ}34'52''$ East along said West line a distance of 168.32 feet to a point on the Southerly boundary of that certain parcel of land described in Official Records Book 3213, page 605 of the Public Records of Seminole County, Florida; thence departing said West line run South $89^{\circ}41'14''$ West along said boundary a distance of 155.64 feet to a point on the aforesaid centerline of Myrtle Avenue as shown on said Right of Way Map; thence departing said centerline run South $89^{\circ}17'14''$ West and continue along said boundary a distance of 166.61 feet; thence South $00^{\circ}55'07''$ East and continue along said boundary a distance of 110.00 feet; thence South $78^{\circ}19'38''$ West and continue along said boundary a distance of 247.07 feet; thence South $01^{\circ}17'53''$ East and continue along said boundary a distance of 30.00 feet to a point on the aforesaid existing Northerly right of way line of Lake Mary Boulevard; thence run South $88^{\circ}42'07''$ West along said existing Northerly right of way line a distance of 84.21 feet to the **Point of Beginning**.

Part B

Described as follows:

Commence at a tack in pavement without identification marking the Southwest corner of the Southeast 1/4 of Section 9, Township 20 South, Range 30 East, Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map of the Central Florida Commuter Rail Lake Mary Boulevard Station, Section 77000, Financial Project Number 412994 2; thence run South $89^{\circ}49'18''$ East along the South line of the Southeast 1/4 of said Section 9 a distance of 1303.24 feet to a point on the Southerly projection of the West line of lot 12, H.D. Durant's Addition to Lake Mary as shown on said Right of Way Map; thence North $00^{\circ}34'52''$ West along said Southerly projection a distance of 99.71 feet to a point on the existing Northerly Right of Way line of Lake Mary Boulevard as shown on said Right of Way Map said point being on a curve concave Southerly and having a radius of 22,989.31 feet and the **Point Of Beginning**; thence from a tangent bearing of North $89^{\circ}52'58''$ East run Easterly along the arc of said curve and Northerly Right of Way line through a central angle of $00^{\circ}17'44''$ a distance of 118.60 feet to the end of curve; thence continuing along said Northerly Right of Way line South $89^{\circ}49'18''$ East a distance of 16.30 feet to a point; thence continuing along said Northerly Right of Way line North $30^{\circ}49'13''$ East a distance of 19.06 feet to a point on the North line of lot 12, H.D. Durant's Addition to Lake Mary as shown on said Right of Way Map; thence South $89^{\circ}26'53''$ West a distance of 144.82 feet to the Northwest corner of lot 12; thence South $00^{\circ}34'52''$ East along the West line of lot 12 a distance of 14.85 feet to the **Point Of Beginning**.

PARCEL NO. 103.1R
SECTION
F.P. NO. 412994 2
Page 5

Containing in the aggregate 4.909 acres, more or less.

This legal description prepared under the direction of:
Austin C. McCray, P.S.M. No. 6112
Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720

TOGETHER with all tenements, hereditaments and appurtenances thereto
belonging or
in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and
claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be
executed in its name by its Board of County Commissioners acting by the Chairperson or
Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

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

Brenda Carey, Chairman

For the use and reliance
of Seminole County only.

Date: _____

Approved as to form and
legal sufficiency.

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

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Revenue Agreement Between Seminole County Board of County Commissioners and the St. Johns River Water Management District for the Watershed Action Volunteer Program Coordination

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg, PE

EXT: 2417

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Revenue Agreement between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination.

County-wide

Kim Ornberg, PE

BACKGROUND:

The Watershed Action Volunteer (WAV) Program was initiated in Seminole County in January 1999, and is a cooperatively-funded partnership between the County and the St. Johns River Water Management District (SJRWMD). WAV is a citizen involvement and education program. The program includes, but is not limited to, a Citizen's Water Monitoring Program and a Training Program for Volunteer Educators (promoting and conducting public education by way of schools, civic groups, church groups, and special events.)

During the last fiscal year, approximately 800 Watershed Action Volunteers participated in a variety of environmental educational events. The Outreach Program has addressed over 9,500 adults and children about watershed education. During the last fiscal year, watershed educational outreach in WAV-related activities exceeded 18,000 hours. The educational element of the program provides valuable outreach to the citizens of Seminole County. This outreach fulfills the educational requirements of the County's state and federally mandated National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (NPDES MS4) Permit.

The SJRWMD Agreement covering Seminole County's payment towards this program is approved annually. The proposed payment for FY 08/09 is \$40,000, which is covered in the current Seminole County Water Quality Program annual budget (077430.530340).

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Revenue Agreement between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination.

ATTACHMENTS:

1. Revenue Agreement - WAV Coordination

Additionally Reviewed By:

- County Attorney Review (Matthew Minter)
- Budget Review (Fredrik Coulter, Lisa Spriggs)

**REVENUE AGREEMENT BETWEEN
SEMINOLE COUNTY AND
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE WATERSHED ACTION VOLUNTEER PROGRAM COORDINATION**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and Seminole County (“the County”), whose address is 177 Bush Blvd., Sanford, Florida 32773.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass portions of Seminole County; and

WHEREAS, it is in the interest of both parties to cooperate in the Watershed Action Volunteer Program (“the WAV Program”), the purpose of which is to utilize citizen volunteers to engage in educational and other projects that benefit the water resources of Seminole County and the State of Florida; and

WHEREAS, the County is a charter county and political subdivision of the State of Florida; and

WHEREAS, the parties desire to establish a written understanding in relation to their contributions to the WAV Program in Seminole County; and

NOW, THEREFORE, in consideration of the above premises, which are made a part of this Agreement, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

ARTICLE I - TERM

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
 - 1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same.
 - 2. **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2009, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed no later than the Completion Date.
- B. **Time is of the Essence.** Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work (as described below), the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK

All work shall be performed in accordance with the Statement of Work attached as Exhibit A and by reference made a part of this Agreement (“the Work”). This Agreement consists of the following items: Exhibit A — Statement of Work; and all attachments hereto. All attachments are part of this Agreement as fully and with the same effect as if they had been set forth herein verbatim. The parties may at any time by

written amendment, within the general scope of this Agreement, change the Work to be provided hereunder. Neither party shall unreasonably withhold its consent to any such amendment.

ARTICLE III - FUNDING

- A. **County Contribution.** For satisfactory performance of the Work, the County shall pay the District, on a cost-reimbursable basis, a sum not to exceed \$40,000 for Fiscal Year 2008–2009.
- B. **District Contribution.** The District shall provide \$15,000 in matching funds and in-kind services for Fiscal Year 2008–2009.
- C. **Additional Costs.** In the event project costs exceed the aforementioned amount, the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to successfully complete the Work.
- D. **Invoicing Procedure.** The District shall submit an invoice for payment as per Exhibit A, in an amount not to exceed \$40,000 within thirty (30) days of execution of the Agreement. The invoice will reference Contract Number 25149 and be submitted to the Seminole County Project Manager, Marie Lackey. The County shall pay the District one hundred percent (100%) of the invoice pursuant to chapter 218, Fla. Stat., as amended.
- E. **Release.** The parties agree that tender of the final payment and acceptance by the District shall be considered as a mutual release in full by each party against the other of all claims arising out of this Agreement, except any claims that may arise due to auditing that occurs pursuant to this Agreement.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to this Agreement shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees, acting within the scope of employment. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of sovereign immunity by either party.
- B. Each party shall acquire and maintain throughout the term of this Agreement such general liability, automobile, and workers’ compensation insurance as required by their current rules and regulations.
- C. In the event either party subcontracts any work under this Agreement, that party shall require its subcontractor(s) to acquire and maintain throughout the course of its contract period, workers’ compensation and automobile liability insurance coverage in amounts acceptable to the other party.

ARTICLE V - PROJECT MANAGEMENT

- A. For the purpose of coordinating and managing the Work, the parties designate the following persons as Project Manager:

DISTRICT

Toni Lang, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177
 Phone: (386) 329-4345
 E-mail: tlang@sjrwmd.com

COUNTY

Marie Lackey, Project Manager
 Seminole County Board of County Commissioners
 177 Bush Loop
 Sanford, Florida 32773
 Phone: (407) 665-2424
 E-mail: mlackey@seminolecountyfl.com

- B. Either party to this Agreement may change its project manager and provide notice of the change to the other at any time.
- C. The parties' project managers shall be responsible for overseeing all matters arising in connection with performance of this Agreement. All such matters shall be directed to the attention of the project managers. The project managers shall have sole and complete responsibility to transmit instructions, receive information, interpret and communicate the parties' policies and decisions with respect to all matters pertinent to the Work.
- D. The parties' project managers and/or, as appropriate, other employees, shall meet when necessary to provide decisions regarding the Work, as well as to review and comment on interim reports. The project managers shall meet as needed for coordination and review of the work by third-party contractors. No actions outside the Work shall be initiated by any party without prior written authorization of the other party's project manager; provided, however, that in emergency situations requiring action within less than twenty-four (24) hours, authorization may be granted verbally by the other party's project manager and followed up in writing within seventy-two (72) hours. The authority of the District's Project Manager is limited to approving minor deviations in the Work that do not affect the total funding or the time of final completion of the Work.
- E. **Office Facilities.** The County shall provide workspace for the Watershed Action Volunteer coordinator.
- F. **Reports.** The County WAV Program Coordinator shall submit quarterly reports to the County's and District's project managers in a form mutually agreed upon by both project managers. All written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with the County and the District's standard software products, which include the Microsoft® Office Suite (WORD, EXCEL, ACCESS, and POWERPOINT). Other formats may be accepted if mutually agreed upon by the County and the District. The parties shall review and comment upon all deliverables associated with this Agreement. The District shall not unreasonably withhold the incorporation of the County's comments in its supervision of the County WAV Program Coordinator.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- A. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- B. **Audit: Access to Records.** The parties agree that each party, or its duly authorized representative shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of the other party's books, documents, papers, and other records involving transactions related to this Agreement. The parties shall preserve all such records for a period of not less than three years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. The parties shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. The parties shall provide proper facilities for access to and inspection of all required records.
- C. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

- D. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- E. **Dispute Resolution.** The parties have the mutual obligation to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement. The project managers will diligently seek to resolve all matters of dispute. In the event any such disputes cannot be resolved by the project managers, each party will defer resolution to its respective department director for resolution.
- F. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. The County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- G. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida.
- H. **Interest of the Parties.** The parties certify that no officer, agent, or employee of the parties has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the other party to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- I. **Non-Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the parties hereby agree that monies received pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
- J. **Ownership of Documents.** Ownership and copyright to all source documents, reports and accompanying data (in all formats) produced pursuant to this Agreement shall be vested in both parties. In the event either party subcontracts any of the Work, language shall be included in all subcontracts which clearly indicates that ownership and copyright to all such materials shall remain with the County and the District. The original documents or materials, excluding proprietary materials, shall be provided to the County and the District upon the expiration or termination of the Agreement, as outlined in the Statement of Work, or upon request of the County or the District, as appropriate.
- K. **Release of Information.** Records of the parties that are made or received in the course of performance of the Work may be public records subject to the requirements of chapter 119, Fla. Stat. In the event a party receives a request for any such records, the receiving party shall notify the other party's project manager within three (3) business days of receipt of such request. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- L. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- M. **Subcontracting.** Neither party shall sublet, assign, or transfer any of the Work without the written consent of the other party. When applicable, the initiating party shall cause the names of the firm(s) responsible for such portions of the Work to appear thereon. Each party shall notify the other party of all subcontracts and provide the other party with an executed copy thereof not less than ten (10)

calendar days prior to the effective date for information purposes only. Each party shall remain responsible for the fulfillment of all work elements included in its subcontracts and shall be responsible for the payment of all monies due thereunder. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the other party to this Agreement.

- N. **Termination.** This Agreement may be terminated in whole or in part in writing by either party provided that the other party is given: (1) not less than thirty (30) calendar days written notice, delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination. Upon termination, both parties shall enter negotiations to determine an equitable settlement for payment of all appropriate services, materials, and costs.
- O. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Seminole County, Florida.
- P. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the parties hereby agree to trial by the court and waive the right to seek a jury trial in such proceedings.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in its name by its Executive Director and the County has caused this Agreement to be executed in its name by its duly authorized representatives, all on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Jeff Cole, Director
Office of Communications and Governmental Affairs

By: _____
Brenda Carey, Chairman
Seminole County Board of County Commissioners

Date: _____

Date: _____

Attest:

For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency

Seminole County Attorney Office

- Document Attachments:
- Exhibit A — Statement of Work
 - Attachment 1 — Sample Attachment of the Seminole County WAV Coordinator Inventory Checklist

**EXHIBIT A — STATEMENT OF WORK
SEMINOLE COUNTY WATERSHED ACTION
VOLUNTEER PROGRAM COORDINATION**

I. Introduction

The Watershed Action Volunteer (WAV) Program was initiated in 1994 by the St. Johns River Water Management District (District) in an effort to involve the public in various aspects of water resource education and management. Through this program, county WAV coordinators provide educational and volunteer opportunities for the public.

WAV now includes programs in 14 of the 18 counties of the District. These programs are supported by cost-share agreements with local governments and other partners. The Seminole County WAV Program has one county cost-share partner: the Seminole County Public Works Department, Roads-Stormwater Division (Stormwater Division), which is contributing \$40,000 to the program for fiscal year 2008–2009.

The District provides \$15,000 in matching funds for the program and administers the contract with the Seminole County WAV Coordinator (Coordinator). A sum of \$55,000 is available for a contractual agreement with the Coordinator for fiscal year 2008–2009.

The Coordinator, with guidance and support from the District and its partners, implements the program. Coordinators enlist volunteers to assist with education programs for school and adult groups and provide training for volunteers and local government staff to support the project needs of the District and its partners.

II. Objectives

The objectives of this contract are to

- Administer and coordinate a WAV Program in Seminole County
- Contract with an individual or group to serve as Coordinator
- Continue a partnership between the District and the Seminole County Environmental Protection Division, to implement the WAV Program
- Involve the community and individuals in volunteer efforts to protect the water resources of Seminole County
- Assist the appropriate partners in meeting their public participation and education requirements for their stormwater permits

The Coordinator will administer the WAV Program in Seminole County from October 1, 2008, through September 30, 2009. The Coordinator will work with District staff and contractors, and County staff to implement the Seminole County WAV Program.

III. Scope of Work

The District will contract with an individual or company to serve as the Coordinator. All partners will reach an agreement about the individual or company to become the Coordinator. If the Coordinator resigns during the fiscal year, the partners will split the costs to advertise for a new coordinator.

The Coordinator procured by the District will implement the WAV Program in Seminole County and will provide the District and County with a work plan, monthly activity reports, and a program summary report at the end of the contract period. Specific tasks and deliverables covered under the WAV Coordinator agreement are presented below.

IV. Task Identification

The Seminole WAV Coordinator will perform the following tasks:

General

1. Assist the District and its partners in meeting the goals and objectives of the WAV Program.
2. Help identify and work with appropriate staff from the Stormwater Division and the District (production, education, outreach, intergovernmental) to establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, and others.
3. Coordinate WAV office activities in Seminole County and, through personal participation or supervised volunteers, maintain an office presence in Seminole County. The office is located at the Stormwater Division office, Lake Mary, Florida.
4. Assist the District with volunteers for the 2009 WET Conference, which is to be held at Orange Lake Resorts in Kissimmee.

Administration and Reporting

5. Maintain a District-provided, WAV Seminole e-mail account and provide all reports via e-mail using Microsoft Word (Microsoft Office 2003 or later version) and eCoordinator (or other provided database program).
6. The Coordinator will implement the WAV Program in Seminole County and will provide the District and Seminole County with the following.
 - Monthly invoice and activity report that includes:
 - Program highlights
 - Web site calendar submissions
 - Digital photos of volunteer activities
 - WAV activity information for use in *StreamLines* and the District's Web site
 - List of presentations and special events, including the number of all contacts, minority contacts, locations, descriptions, volunteer participation, and dates
 - Volunteer hours and activities, input into the online eCoordinator database (or other provided database) by noon on the first Wednesday of the month
 - All outreach opportunities, including media outreach events, articles, published meeting announcements, radio broadcasts, and TV appearances
 - List of news releases and/or local newspaper articles mentioning the WAV Program
 - List of training sessions conducted or scheduled and the number of volunteers participating
 - List of intergovernmental coordinator, communications specialist, and education contractor contacts, with topics discussed
 - Schedule of upcoming activities
 - Meetings attended and the purpose of the meetings
 - List of volunteer contact activity through e-mail, newsletters, or other methods
 - Final report that summarizes WAV activities for the previous fiscal year
 - Annual work plan update
7. Use eCoordinator (or other provided database) for recording volunteer activities, hours, and contact information. This database must be used to provide statistics for monthly activity reports.
 - Record volunteer information, including:
 - Service hours for individuals and groups participating in WAV activities

- Contact information, including e-mail (if available), addresses, phone numbers, and areas of interest
 - Volunteer training scheduled or completed, to include orientation and safety
 - Status of all volunteer applications and documents
 - Update volunteer opportunities to assist in recruiting new volunteers and informing existing volunteers about upcoming programs and events, including:
 - Types of opportunities or activities needed
 - Number of volunteers needed
 - Dates and locations
 - Update local program contact list of key governmental staff, organizations, and community leaders, including:
 - Names
 - Phone numbers
 - E-mail addresses
 - Mailing addresses
8. Document receipt of District equipment (listed in Attachment 1 to the contract) and any transfers of District equipment by signing equipment inventory forms provided.
 9. Attend WAV coordinator meetings or teleconference calls, Partners' meeting (as scheduled), and other required training.
 10. Develop a presentation highlighting county WAV activities, for use at the WAV Partners' meeting or other County activities, by November 14.
 11. Submit suggestions for articles or news releases and provide suggestions for press releases a minimum of two (2) weeks in advance.
 12. Initiate monthly contact with intergovernmental coordinators to discuss WAV Program and County issues. In the monthly activity report, document contacts and topics discussed.

Volunteers and Training

13. Maintain regular contact and communication with all volunteers through a variety of methods that may include: e-mail, meetings, presentations, and organized events.
14. Recruit volunteers, reporting the number of new volunteers in the monthly activity report.
15. Coordinate and conduct training sessions for volunteers to provide them with the skills and information needed to participate in WAV activities and, when needed, conduct the training sessions.
 - Conduct WAV orientation and safety training for all volunteers before their participation in the WAV Program.
 - Conduct a minimum of three (3) recruitment, orientation or safety training sessions per year.
16. Coordinate volunteer involvement in presentations, programs, and special events, as appropriate.
17. Train volunteers in water quality monitoring techniques and quality assurance procedures.
18. Continue the water quality monitoring program at two (2) sites in Seminole County.

General Projects and Activities

19. Initiate water resource education projects or activities with assistance from the District's education contractors or staff.
20. Provide volunteer support for waterway cleanup efforts sponsored by Seminole County.

21. Provide water conservation information at special events and through presentations throughout Seminole County. Coordinate water conservation information through the Seminole County Water Conservation Coordinator.
22. Assist local government and District staffs with development and implementation of hands-on projects and activities that support water resource protection.
23. Work with appropriate District staff and contractors to develop and implement Florida Water StarSM homeowner education to provide homeowners information on Florida-friendly landscaping, efficient irrigation systems, and water-saving appliances. Recruit and train volunteers to assist with Florida Water StarSM education.
24. Provide at least two (2) Florida Water StarSM presentations at special events that take place during the contract year.

County-Specific Activities

The following projects and programs will be implemented in Seminole County to satisfy the requests and specific needs identified by county partners.

25. Continue to assist the county with expansion of the Adopt-A-River and Adopt-A-Road program.
26. Assist the county with storm drain marking and lake management program.
27. Promote the use of the Seminole County Watershed Atlas in county schools and throughout the community.
28. Provide monthly e-mail notifications to volunteers.

V. Deliverables

For the purposes of this contract, all due dates will be the last day of each month unless otherwise stated.

TASK	DESCRIPTION	DUE DATE
25	Continue to assist the County with expansion of Adopt-A-River and Adopt-A-Road	Upon request
17, 18	Coordinate water quality monitoring training or quality assurance session(s) as needed	Upon request
9	Attend WAV coordinator meetings or teleconferences	As scheduled
4	Assist with volunteers and staff for the 2009 WET Conference hosted by the District.	June
6	Submit monthly invoices and reports	Monthly — first Wednesday of the following month
7	Update eCoordinator files or other provided database	Monthly — first Wednesday of the following month
6	Submit updated work plan	October
7	Document receipt or transfer of District equipment	October (and as needed)
10	Submit WAV presentation information	November 14
9	Attend WAV Partners’ meeting	December 4
6	Submit program summary report	September
28	<i>Provide monthly e-mail notifications</i>	Monthly

VI. Budget

Seminole County will provide revenue in an amount of \$40,000 to support coordination of the Seminole County WAV Program for the period October 1, 2008, through September 30, 2009. The District will invoice Seminole County for the full amount (\$40,000) within thirty (30) days of the execution of this contract.

The District will provide a \$15,000 match as well as in-kind services for program implementation and administration. As a result, a not-to-exceed amount of \$55,000 will be available to the District to contract with the Coordinator under a separate contract for services to accomplish the work described this contract.

ATTACHMENT 1

**SAMPLE ATTACHMENT OF THE
SEMINOLE COUNTY WATERSHED ACTION VOLUNTEER (WAV)
COORDINATOR INVENTORY CHECKLIST**

<u>Quantity</u>	<u>Description</u>
1 each	Display board
1 set	WAV display panels
1 set	Waterwise Landscaping display panels
1 set	Grass/turf display panels
1 each	#16 Enviroscope Model (Fixed Asset #16806)
1 each	#4 Aquifer Model

PROTECTION OF DISTRICT EQUIPMENT. Contractor shall be solely responsible for all District-owned equipment in its possession. Contractor shall repair, replace, or restore any damage or loss to any District equipment utilized by Contractor in performance of this Agreement at its expense and to the District's satisfaction, and shall return any such equipment to the District in good working order, with the exception of normal wear and tear, upon expiration or termination of this Agreement.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement Between the University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg, P.E.

EXT: 5738

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the annual Agreement between the University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program.

County-wide

Kim Ornberg, P.E.

BACKGROUND:

Florida Yards & Neighborhood (FYN) Program was originally initiated in October 2006. The University of Florida Agreement covering Seminole County's payment towards this program is approved annually. The proposed payment for FY 08/09 is \$45,000, which is covered in the current Seminole County Lake Management Program annual budget (077450.530340). Under the Lake Management Program, targeted stormwater education has begun to be implemented for residents and businesses within each affected watershed as a component of regulatory compliance, and will continue to be accomplished through a cooperative agreement with the Florida Department of Environmental Protection (FDEP)-endorsed Florida Yards & Neighborhood (FYN) Program. This program will continue to advance pollution reduction goals required by the FDEP TMDL (Total Maximum Daily Loads) Program by helping to eliminate the County's most problematic surface water pollution at the source.

The FYN Program was developed by the University of Florida to address serious problems of pollution and disappearing habitats by enlisting homeowners in the effort to preserve the natural environment. This program provides special educational and outreach activities directed at the community to help residents reduce pollution and enhance their environment by improving home and landscape management. This integrated approach to landscaping emphasizes ten (10) interrelated principles, such as: right plant, right place, water efficiently, fertilize appropriately, mulch correctly, attract wildlife, manage yard pests responsibly, recycling, reduce stormwater runoff, and protect the waterfront.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the annual Agreement between the University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program.

ATTACHMENTS:

1. Seminole County FYN Agreement
2. Scope of Work - FYN Program

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)

**AGREEMENT BETWEEN
SEMINOLE COUNTY AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR THE FLORIDA YARDS & NEIGHBORHOOD PROGRAM (FYN)**

THIS AGREEMENT effective this _____ day of _____, 2008 by and between the Seminole County Public Works Department, Roads-Stormwater Division, with offices located at 177 Bush Loop, Sanford, FL 32773, (hereinafter referred to as "Sponsor") and the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, an educational institution of the State of Florida ("University").

WITNESSETH

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements and/or discoveries;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 "Project" shall mean the description of the project described in Appendix A (Scope of Services) hereof, under the direction of Barbara Hughes, as principal investigator (University project director).
- 1.2 "Contract Period" is October 1, 2008 through September 30th, 2009.
- 1.3 "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made by one or more employees of University in performance of Project.

Article 2 - Research Work

- 2.1 University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.
- 2.2 In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.

Article 3 - Reports and Conferences

- 3.1 Written program reports shall be provided by University to Sponsor every month, and a final report shall be submitted by University within forty-five (45) days of the conclusion of the Contract Period, or early termination of this Agreement.
- 3.2 During the term of this Agreement, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

Article 4 - Costs, Billings and Other Support

- 4.1 It is agreed to and understood by the parties hereto that, subject to Article 2, total costs to Sponsor hereunder shall be \$45,000.00. This will be broken down into the following budget:

DIRECT COST: \$45,000.00 (100%)

Lump Sum Payment shall be made by Sponsor at start of project once a valid invoice is received from the University.

Article 5 - Publicity

- 5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor.

Article 6 - Publications

- 6.1 Sponsor recognizes that under University policy, the results of University Project must be publishable and agrees that Researchers engaged in Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least three (3) months in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have three (3) months, after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable or copyrightable subject matter which needs protection. In the event that Sponsor makes such objection, said Researcher(s) shall refrain from making such publication or presentation for a maximum of three (3) months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign

patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

Article 7 - Term and Termination

- 7.1 This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days prior written notice to the other.
- 7.2 In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at this option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.
- 7.3 Subject to Article 8, termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Sponsor's rights and duties under Article 7 hereof, or release the parties hereto from their rights and obligations under Articles 4, 5, 6, 7, 8, and 10.
- 7.4 With the sole exception of termination of this agreement due to a default of performance on the part of the Sponsor, any termination of this agreement by either party prior to completion of the contract at the end of its full term shall entitle the Sponsor to a pro-rata refund of the contract amount specified in Article 4. The pro-ration shall be based on the fraction of time remaining in the contract term between the date that work ceases to be performed on the contract and September 30, 2008. The University shall further deliver to the Sponsor any deliverables that were prepared during the period before the work ceased which have not otherwise already been delivered to the Sponsor.

Article 8 - Independent Contractor

- 8.1 In the performance of all services hereunder:
- 8.1.1 University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsor;
- 8.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article 9 - Insurance

- 9.1 University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.
- 9.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Article 10 - Governing Law

- 10.1 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

Article 11 - Assignment

- 11.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.
- 11.2.1 This Agreement is assignable to any division of Sponsor, any majority stockholder of Sponsor, and/or any subsidiary of Sponsor in which 51 percent of the outstanding stock is owned by Sponsor.

Article 12 - Agreement Modification

- 12.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 13 - Notices

- 13.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor

Attn:

Marie Lackey
Public Works Department
Roads-Stormwater Division
Water Quality Section
177 Bush Loop
Sanford, FL 32773
407-665-2424
407-665-2458 - Fax

If to University:

Sponsored Programs
University of Florida
G022 McCarty Hall-D
PO Box 110110
Gainesville, FL 32611-0110

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year above written.

UNIVERSITY OF FLORIDA

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

By: _____

Brenda Carey, Chairman
Seminole County Board of County Commissioners

Title: _____

Date: _____

Date: _____

Attest: _____

Maryann Morse, Clerk to the Board of County Commissioners of
Seminole County

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

County Attorney Office



SCOPE OF WORK
FLORIDA YARDS & NEIGHBORHOODS
PROGRAM COORDINATION
October 1, 2008 – September 30, 2009

Introduction

The Florida Yards & Neighborhoods (FYN) Program began as a partnership of the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS), Cooperative Extension Service, Florida's Water Management Districts, the Florida Department of Environmental Protection (FDEP), the National Estuary Program, the Florida Sea Grant College Program, along with municipality and county utilities, numerous other non-governmental agencies, members of private industry, and concerned citizens. FYN addresses the serious problems of pollution, water shortages and disappearing habitats by enlisting Floridians in the battle to save our natural resources. The program, which is implemented through the counties' UF/IFAS Cooperative Extension Service offices, provides environmental education and outreach activities in the community to help residents reduce stormwater runoff conserve water and enhance their community by improving home and landscape management. This integrated approach to landscaping emphasizes nine interrelated principles:

1. Right plant, right place
2. Water efficiently
3. Fertilize appropriately
4. Mulch correctly
5. Attract wildlife
6. Manage yard pests responsibly
7. Recycling
8. Reduce stormwater runoff
9. Protect the waterfront

FYN is a University of Florida/IFAS educational program and not a regulatory agency; however, the FDEP, the U.S. Environmental Protection Agency (EPA), the U.S. Department of Agriculture (USDA) and local governments strongly support the program.

Objectives

The FYN coordinator will administer the FYN Program in Seminole County from October 1, 2008, through September 30, 2009. The FYN coordinator will work with the Seminole County Public Works Department Roads-Stormwater Division to implement the FYN environmental education program within the following targeted watersheds. These watersheds are the following:

- Lake Jesup
- Lake Howell
- Spring Lake
- Big Wekiva
- Little Wekiva
- Crystal Chain of Lakes (Lake Mary)-Lake Monroe Watershed-Specifically Lake Deforest

The FYN Program in Seminole County will be an integrated Program Management between the University of Florida, Seminole County Extension Office and FYN Coordinator for Seminole County.

Scope of Work

The FYN Coordinator will implement the FYN Program in Seminole County and will provide the Seminole County Roads-Stormwater Division, with a work plan, monthly reports, and a final summary report at the end of the contract period that includes plans for continuing the program to Marie Lackey at mlackey@seminolecountyfl.gov or Marie Lackey, Seminole County Roads-Stormwater Division, Water Quality Section, 177 Bush Loop, Sanford, FL 32773. Specific tasks and deliverables covered by this agreement between Seminole County Roads-Stormwater Division are presented below.

Task Identification

The coordinator will perform the following tasks:

1. Coordinate FYN office activities in Seminole County and maintain an office presence for the program through personal participation. The office is located at the Seminole County Extension office.
2. FYN Coordinator will handle standard office duties, keeping contact records, maintain database of participants in FYN workshops, updating the County FYN website, conduct mail-outs and compile survey responses. Help with FYN presentations, coordinate events, publicity, reports, and invoices.
3. Assist Seminole County in meeting the goals and objectives of their National Pollutant Discharge Elimination System Permit (NPDES)
4. Help identify and work with appropriate Seminole County Roads-Stormwater Division, to establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, and others.
5. Attend FYN annual meetings and other required training. Provide oral reports of highlights of county FYN activities at quarterly meetings.
6. Submit an annual work plan that highlights efforts to enhance existing programs and new project opportunities to Marie Lackey at mlackey@seminolecountyfl.gov or Marie Lackey, Seminole County Roads-Stormwater Division, 177 Bush Loop, Sanford, FL 32773.
7. Submit monthly progress reports, with success stories and challenges encountered which include program highlights and activity report by the fifth working day of the following

month to Marie Lackey at mlackey@seminolecountyfl.gov or Marie Lackey, Seminole County Roads-Stormwater Division, 177 Bush Loop, Sanford, FL 32773.

8. Submit a summary report at the end of the fiscal year (September 30, 2009) that includes a final program assessment for all phases of the FYN Program and an outline of future activities and opportunities for the next budget year to Marie Lackey at mlackey@seminolecountyfl.gov or Marie Lackey, Seminole County Roads-Stormwater Division, 177 Bush Loop, Sanford, FL 32773.
9. Submit information upon request for articles and program updates to be included in the County's publications and other approved publications and on the County's Web site. Provide information for press releases a minimum of two weeks in advance.
10. Conduct as needed, a FYN landscape training sessions for CEU's (education, research updates, BMP's etc.) for commercial and Seminole County employees.
11. Coordinate and conduct, as needed, a FYN New Resident Landscaping Workshops within the targeted watersheds.
12. Conduct presentations at Homeowner Associations within the TMDL targeted watersheds.
13. Conduct, as needed, yearly pre and post surveys of workshop attendees to determine knowledge acquired.
14. Distribute FYN flyers and brochures at all FYN functions. Assistance with development and distribution of utility bill stuffers and mail-outs concerning stormwater management and pollution prevention once per year. Track and report quantity distributed.
15. FYN website links with links to Seminole County website. Reciprocal links to FYN's website <http://fyn.ifas.ufl.edu>.
16. Track and provide per event and year-end report on amount of attendance / participation and quantity of educational materials.
17. Provide all of the UF/IFAS FYN materials for FYN landscaping workshops, HOA meetings.
18. Work with stormwater education projects or activities, with assistance from Seminole County's Watershed Action Volunteer Coordinator or staff.
19. Work on implementing a plan for developing a Builder/Developer program on FYN standards for new community landscaping, landscape maintenance, pesticide/herbicide applicators and proper irrigation.

Deliverables. For the purposes of this contract, all due dates will be the 5th day of the following month unless otherwise stated.

Description	Due Date
Submit monthly progress Reports	October, November, December, January, February, March April, May, June, July, August & September
Submit an annual (end of fiscal year) summary report, with a projected work plan for FY 2009-2010	September

Budget -\$45,000.00 – October 1, 2008 – September 30, 2009

**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 October 13, 20 & 27, 2008; and Payroll Approval List dated October 16, 2008; Approval of BCC Minutes dated October 14, 2008; Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

BACKGROUND:

Clerk's Report attached

STAFF RECOMMENDATION:

Staff recommends Board approval of Expenditure Approval Lists dated October 13, 20 & 27, 2008; and Payroll Approval List dated October 16, 2008; Approval of BCC Minutes dated October 14, 2008; Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 11-18-08

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists, BCC Minutes & Clerk's Received and Filed

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 11-18-2008 **Regular** **Consent** **Work Session** **Briefing**

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Minutes

BACKGROUND:

1. Expenditure Approval Lists dated October 13, 20 & 27, 2008; and Payroll Approval List dated October 16, 2008
2. BCC Minutes dated October 14, 2008
3. Clerk's "Received and Filed" - for information only

Reviewed by:	_____
Co. Att	_____
OMB	_____
Other	_____
DCM	_____
CM	_____

CLERK'S REPORT
NOVEMBER 18, 2008

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS AND PAYROLL APPROVAL LIST

Expenditure Approval Lists dated October 13, 20 & 27, 2008; and Payroll Approval List dated October 16, 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 October 14, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Certificate of Acceptance of Subgrant Award for the Aggressive Driving Enforcement/Edward Byrne Grant as approved by the BCC on July 22, 2008.
2. Parks Contracts as follows: Lenon Anderson, Jared Boop, Julie Boop, Stephen B. Dodd, Susan Dodd, Sandra L. Field, Peter Donald Gillich, John Marzulio, Bradley Motzer, David D. Mease, Jr., Delma Rosa, Jason A. Smith, James Stiles, Cera Smith, and James Brown.
3. Maintenance Bond for Westwood Village in the amount of \$3,390.
4. Customer Agreement for Reclaimed Water Rates & Reclaimed Water Flow, Distribution, Delivery & Spray Easement for The Institute of Internal Auditors, Inc.
5. Customer Agreement for Reclaimed Water Rates & Reclaimed Water Flow, Distribution, Delivery & Spray Easement for Sunshine Lake Mary LLC - Hyatt Place Hotel.

6. D.O. #08-30000087, Leonard & Zaida Wilson, Hampstead Terrace.
7. Corrected Revised & Restated D.O. for Comfort Rooms PUD.
8. Memorandum from Sharon Peters, County Manager's Office, to Sandy McCann, Commission Records Office, dated October 14, 2008, re: Outstanding BCC Documents List #32.
9. Amendment to Planning Funding Agreement with Sprint Nextel on 800MHz Rebanding.
10. Parks Contracts as follows: Lisa CilFone, Robert Chad Howell, Gregory R. Johnson, James L. Speake, Jr., Ja-Net C. Fishback, Joel Lipscomb, Angel O. Marrero, George Quinones, Robert Shaw Young, Daniel P. Boevers, John Fiorenza, Joseph G. Santora, Cera Smith, Geraldine R. Terito, Jeffery S. Terito, Richard-John Vazquez, John Parisi, Gerald S. Ryden, Frank L. Rogers, Benny Cutcher, Ronald K. Moyer, Jr., Clifford Franke, German Rivera, Joseph A. LaRosa, Kenneth Rowland, Jennifer Kaiser, Luis A. Santiago, Neil Miller, Tracy Y. Morgan, Marie Luise Tims, Ronald Yanko, DeWitt Hazzard, Jane L. Koubek, Ronald K. Shea, Jeames J. Peters, Tammy Childs, George Raymond Parker, and Michael D. Luffler.
11. Copy of memorandum from Chief Penny Fleming, Sheriff's Office, to the BCC dated October 14, 2008 re: Sheriff's Office FY 2007/08 Budget Closeout.
12. W.O. #33 to PS-1074-06.
13. Cash Maintenance Bond & Escrow Agreement for Little Pros Day Care in the amount of \$401.17.
14. Proof of publication for the VAB Special Magistrate exemption hearings to be held November 6 & 10, 2008.
15. Bill of Sale and Letter accepting water and sewer in Westwood Village.
16. D.O. #07-20500007 for Cathcart Florida/Mikler, Inc. Warehouse Rezone approved by the BCC on April 22, 2008.

17. D.O. #08-3000044 for Juan Hernandez.
18. Local Agency Program Agreement with FDOT for the design of audible pavement markings along Osceola Road as approved by the BCC on July 22, 2008.
19. Title Opinion for Ja-Ben Estates.
20. Memorandum from Liz Parkhurst, Planning & Development, to Sandy McCann, Commission Records, dated October 21, 2008, re: P&D outstanding documents.
21. Interlocal Termination Agreement with regard to the landscape and irrigation maintenance with the City of Longwood, as approved by the BCC on August 12, 2008.
22. Title Opinion for Hanover Pointe Replat.
23. Audit of the use of Transportation Impact Fees Part 2 by the Clerk of the Circuit Court.
24. M-3947-08 Agreement with Bowyer-Singleton & Assoc.
25. W.O. #4 to PS-5186-05.
26. W.O. #10 to CC-2190-07.
27. W.O. #11 to CC-2190-07.
28. W.O. #11 to RFP-4240-05.
29. RFP-600509-08 Consultant Services Agreement with Cityscape Consultants, Inc.
30. 6th Amendment to RFP-600094-06.
31. C.O. #1 to CC-2938-07.
32. C.O. #1 to W.O. #9 to CC-1284-06.
33. W.O. #15 & #16 to PS-5124-02.
34. Amendment #1 to W.O. #28 to PS-1074-06.
35. W.O. #9 to CC-1284-06 Close-out.
36. W.O. #1 to PS-3018-08.

37. W.O. #12 to CC-2190-07.
38. Amendment #1 to W.O. #1 to PS-0709-06.
39. W.O. #104 to PS-5165-04.
40. First Amendment to RFP-600093-08.
41. Amendment #1 to W.O. #1 to PS-1666-07.
42. DB-0577-06 Close-out documents.
43. W.O. #30 to RFP-0225-05.
44. C.O. #1 to CC-1262-05.
45. W.O. #13 to CC-2190-07.
46. Copy of letter to Florida Department of Revenue transmitting the FY 2008/09 Certification and TRIM Compliance documents.
47. W.O. #62 to PS-5120-02.
48. Amendment #2 to W.O. #59 to PS-5120-02.
49. W.O. #61 to RFP-4214-04.
50. W.O. #41 to PS-1074-06.
51. C.O. #3 to RFP-0613-06.
52. W.O. #42 to PS-1074-06.
53. C.O. #2 to W.O. #10 to CC-0012-05.
54. C.O. #1 to W.O. #10 to CC-1284-06.
55. W.O. #2 to PS-2825-07.
56. Amendment #1 to W.O. #41 to PS-5120-02.
57. Amendment #1 to W.O. #1 to PS-1167-06.
58. W.O. #16 to CC-1075-06 Close-out.
59. Amendment #1 to W.O. #21 to PS-1501-06.
60. W.O. #22 to PS-1501-06.

61. Bids for the following: IFB-600519-08; RFQ-
600522-08; RFP-600503-08; IFB-600515-08; RFP-
600511-08; and CC-3645-08.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: COPS 2008 Child Sexual Predator Program Grant

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners for the Chairman to execute the acceptance award for the COPS 2008 Child Sexual Predator Program and process the associated Budget Amendment Request in the amount of \$494,825.00 for the FY08/09 Sheriff's Office budget.

County-wide

Penny Fleming

BACKGROUND:

On August 26, 2008, the Board unanimously approved the Sheriff's Office submittal of a grant application for the COPS 2008 Child Sexual Predator Program (CSPP). CSPP provides funding directly to law enforcement agencies to reduce child endangerment. The grant application was approved and the Seminole County Sheriff's Office has been awarded \$494,825 in grant funds. This grant will allow the Sheriff's Office the opportunity to enhance its strategy to locate, arrest and prosecute child sexual predators and exploiters as well as enforce state sex offender registration laws. Funding will be utilized for technology, software, training, and overtime for increased aggressive management and active monitoring of sexual offenders and predators. No new positions are included in this grant. There is no required match.

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners for the Chairman to execute the acceptance award for the COPS 2008 Child Sexual Predator Program and process the associated Budget Amendment Request in the amount of \$494,825.00 for the FY08/09 Sheriff's Office budget.

ATTACHMENTS:

1. Budget Amendment Request

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> Budget Review (Betty Segal, Lisa Spriggs)</p> <p><input type="checkbox"/> Grant Review (Jennifer Bero, Lisa Spriggs)</p>
--

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
BSegal Analyst	11/3/08_ Date
Budget Manager	Date
Director	Date
09-12 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**

Department:

Fund(s):

PURPOSE: COPS 2008 Child Sexual Predator Program (CSSP) Grant Award

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
00100.331224.021000		Sheriff Federal Grants	494,825
Total Sources			\$ 494,825

Uses:

Account Number	Project #	Account Title	Amount
00100.021000.590963.220		Sheriff's Personal Svc	238,032
00100.021000.590963.221		Sheriff's Operating Exp	128,297
00100.021000.590963.222		Sheriff's Capital	128,496
Total Uses			\$ 494,825

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: Appropriation of Revenues and Expenses, SCAAP Program Award

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:

Approval of the attached Budget Amendment Request, recognizing \$96,203.00 in additional FY 2008/09 SCAAP revenues and correspondingly increasing the Sheriff's FY 2008/09 operating budget by an equivalent amount.

County-wide

Penny Fleming

BACKGROUND:

The Sheriff's Office, has for the past several years, retained Justice Benefits Inc., a nationwide consulting firm which specializes in researching and applying for federal revenues on behalf of governmental entities. Currently, Justice Benefits Inc., works under contractual agreement for numerous Sheriff's Offices and counties within the State of Florida including Hillsborough, Alachua, and Pinellas.

For the eighth consecutive year, Justice Benefits Inc., on behalf of the Sheriff's Office applied for a federal revenue source entitled "State Criminal Alien Assistance Program" This program provides federal funds to state and local jails for the housing of individuals who are not U.S. citizens, including residents of Canada, Mexico, and European countries. For FY 2008/09, the Sheriff's Office budgeted \$30,000 in anticipated revenues under the SCAAP Program based upon the continuing premise that the revenue source would be significantly reduced at the federal level. However, funding levels were not reduced as significantly as indicated and based upon the submitted claim, the U.S. Department of Justice has awarded the Sheriff's Office \$126,203. These funds are electronically deposited in the County's bank account.

The Sheriff's Office requests that the \$96,203 in revenues in excess of the budgeted amount be appropriated into the Sheriff's operating account. These excess funds will be utilized to pay JBI their commission for assistance in securing the award, and for help in offsetting inmate expenses as per the terms of the monetary award.

STAFF RECOMMENDATION:

Staff recommends the Board approve the attached Budget Amendment Request, recognizing \$96,203.00 in additional FY 2008/09 SCAAP revenues and correspondingly increasing the Sheriff's FY 2008/09 operating budget by an equivalent amount.

ATTACHMENTS:

1. BAR 09-13

Additionally Reviewed By:

Budget Review (Karen Huffman, Lisa Spriggs)

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
<u>K Huffman</u> Analyst	<u>11/4/08</u> Date
<u>Budget Manager</u>	Date
<u>Director</u>	Date
<u>09-13</u> BAR	

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: **Appropriation of Excess SCAAP Funds Received to the Sheriff's Office Budget**

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
00100.33422100		Sheriff's Office – Federal Grants	96,203
Total Sources			\$96,203

Uses:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
00100.021001-590963.221		Transfer to Sheriff's Office (Jail Operating Expenses)	96,203
Total Uses			\$96,203

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: Capital Improvement Project Budget Proposal Resolution of 2008

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Capital Improvement Project Budget Proposal Resolution for Fiscal Years 2008/09 through and including 2012/13.

County-wide

Lin Polk

BACKGROUND:

In accordance with the Seminole County Administrative Code section 22.5G, the Budget Division of the Fiscal Services Department, in consultation with all County Departments, has prepared a five-year Capital Improvements Program (CIP) for Fiscal Years 2008/09 to 2012/13.

Project budgets included in the first year of the CIP are formally adopted appropriations of the Board as part of the FY2008/09 budget. Project budget requests for the remaining years are part of the County's overall CIP plan and are subject to modification and revisions annually.

The **Capital Improvement Program for Fiscal Years 2008/09 to 2012/13** was physically distributed to the individual Commissioners prior to this Board Meeting as well as being posted to the Budget Division web site at <http://www.seminolecountyfl.gov/budget>.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Capital Improvement Project Budget Proposal Resolution for Fiscal Years 2008/09 through and including 2012/13.

ATTACHMENTS:

- 1. Resolution

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

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

WHEREAS, Section 22.5G of the County's Administrative Code provides for development of a five-year capital improvement budget as a part of the annual budget implementation process; and

WHEREAS, the five-year capital improvement budget must be consistent with the Capital Improvement Element of the County's Comprehensive Plan known as Vision 2020;

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

SECTION 1. SHORT TITLE. This Resolution shall be known and referred to as the "Seminole County Capital Improvement Project Budget Proposal Resolution of 2008".

SECTION 2. AUTHORITY. This Resolution is enacted under the authority of Section 1(g), Article VIII of the Constitution of the State of Florida, Chapter 125 Florida Statutes, and under the authority of the general Home Rule Charter of the County of Seminole.

SECTION 3. INCORPORATION OF RECITALS. The above recitals are incorporated herein by reference and form an integral part of this Resolution.

SECTION 4. FINDINGS AND DETERMINATIONS. The Board hereby finds and determines that the five-year Capital Improvement Projects Budget Proposal for Fiscal Years 2008-2009 through 2012-2013 is consistent with and in furtherance of the Capital Improvement Elements of Vision 2020 and the County's Comprehensive Plan and is of vital importance in

providing for the financial planning of public infrastructure as well as the health, safety, and welfare of the County's citizens and constitutes an essential public purpose.

SECTION 5. APPROVAL OF CAPITAL IMPROVEMENT PROJECTS BUDGET. The Capital Improvement Project Budget Proposal for Fiscal Years 2008-2009 through and including 2012-2013 as set forth in Exhibit "A" hereto and incorporated herein by reference is hereby approved.

SECTION 6. SEVERABILITY. If any provision of this Resolution, including the Exhibit hereto 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 Resolution and its attached Exhibit which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution and its Exhibit are declared severable.

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

BRENDA CAREY, Chairman

Exhibit A - Capital Improvement Projects Budget for Fiscal Years 2008-2009 through 2012-2013

MCC:sjs
10/28/08
P:\Users\aschneider\Resolutions\Capital Improvement Budget FY 2008-2013.doc

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Comfort Rooms PUD Final Master Plan**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Ian Siknoia**EXT:** 7398**MOTION/RECOMMENDATION:**

1. Approve the Final Master Plan and Developer's Commitment Agreement for the Comfort Rooms PUD, consisting of 0.35 ± acres, located on the northeast corner of the intersection of Elder Road and Church Street, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Stephen Ferrando, applicant); or
2. Deny the Final Master Plan and Developer's Commitment Agreement for the Comfort Rooms PUD, consisting of 0.35 ± acres, located on the northeast corner of the intersection of Elder Road and Church Street (Stephen Ferrando, applicant); or
3. Continue the request until a time and date certain.

District 5 Brenda Carey

Ian Sikonia

BACKGROUND:

The applicant, Stephen Ferrando, is requesting approval of the Comfort Rooms PUD Final Master Plan and Developers Commitment Agreement, which consists of an office/warehouse building. The proposed use of the building is for the Comfort Rooms of Florida, which builds glass rooms, sunrooms, screen rooms, and conservatories. The Future Land Use designation on the subject property is Higher Intensity Planned Development – Target Industry (HIP-TI). The proposed Final Master Plan indicates that the project will contain a total of 3,900 square feet of Office/Warehouse space. Office uses are limited to 1,300 square feet and the warehouse uses are limited to 2,600 square feet. The applicant is proposing uses from the C-3 (General Commercial & Wholesale) and M-1A (Very Light Industrial) zoning districts.

STAFF RECOMMENDATION:

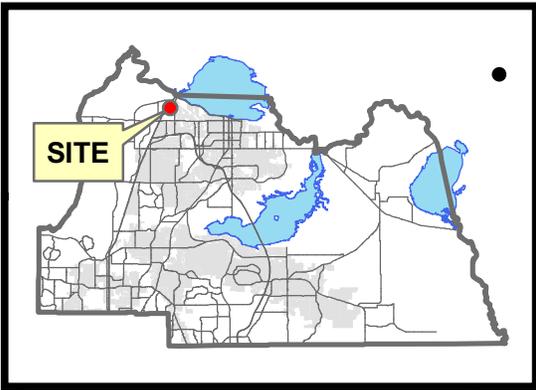
Staff recommends that the Board approve the Final Master Plan and Developer's Commitment Agreement for the Comfort Rooms PUD, consisting of 0.35 ± acres, located on the northeast corner of the intersection of Elder Road and Church Street, and authorize the Chairman to execute the aforementioned documents, based on staff findings.

ATTACHMENTS:

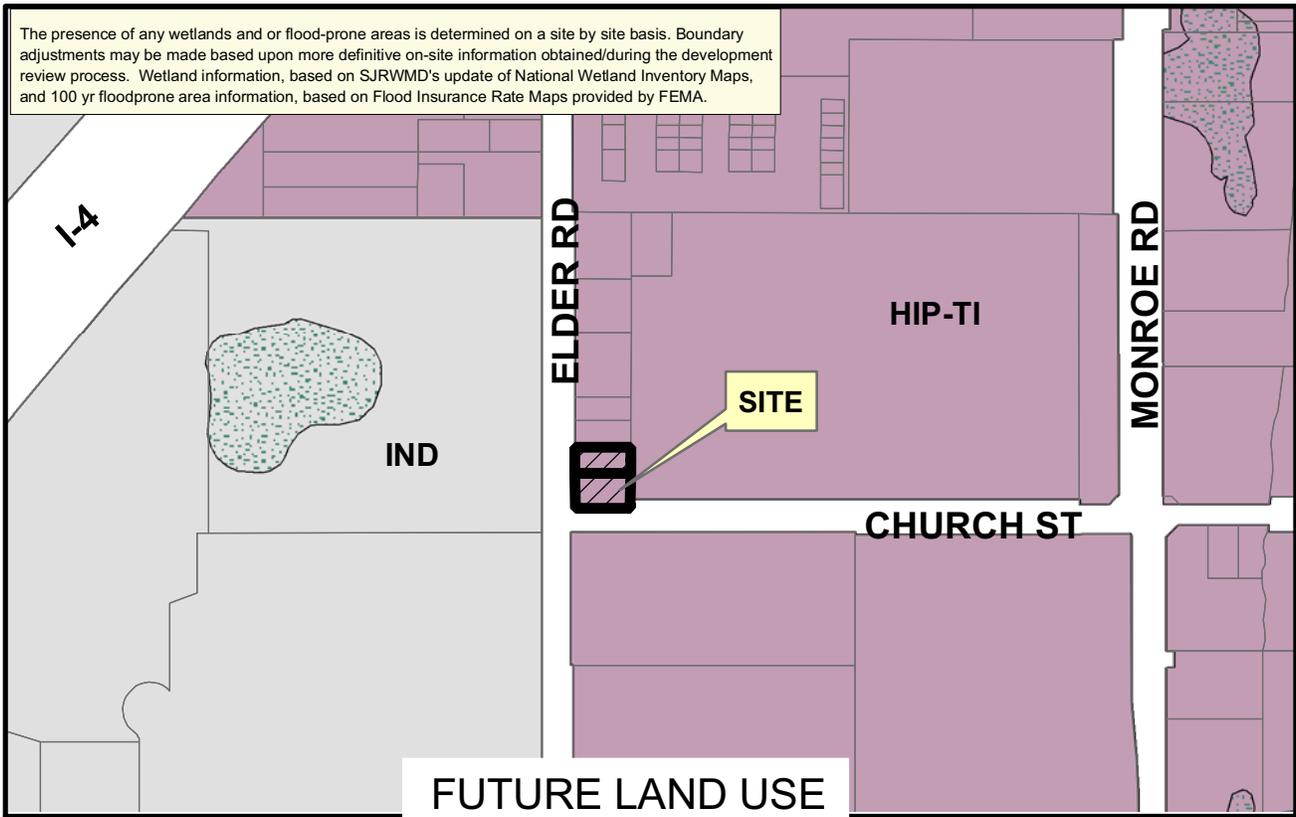
1. Location Map
2. Future Land Use and Zoning Map
3. Aerial Map
4. Final Master Plan
5. Developer Commitment Agreement
6. Development Order
7. 5-20-08 BCC Minutes
8. Ownership Authorization Form

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

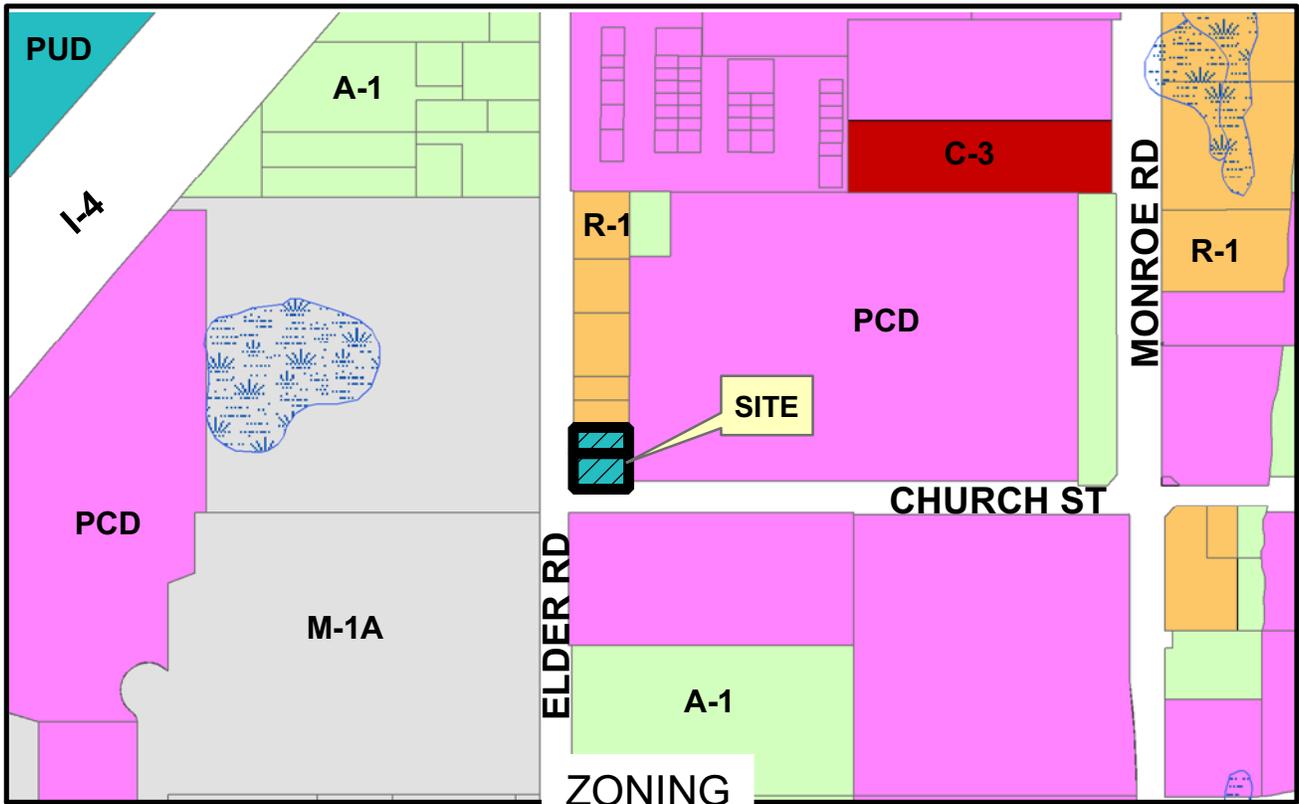


The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Applicant: Stephen Ferrando
 Physical STR: 16 & 21-19-30
 Gross Acres: .35 +/- BCC District: 5
 Existing Use: vacant residential
 Special Notes: Final Master Plan

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-045	--	--





Rezone No: Z2008-045
Final Master Plan

-  Parcel
-  Subject Property



Winter 2006 Color Aerials

FINAL MASTER PLAN FOR: COMFORT ROOMS OF FLORIDA, INC.

PROJECT DIRECTORY

OWNER:

COMFORT ROOMS OF FLORIDA, INC.
647 PROGRESS WAY
SANFORD, FLORIDA 32771
CONTACT PERSON: STEPHEN FERRANDO
PHONE (407) 327-4093
FAX (407) 327-4691

ENGINEER:

AMERICAN CIVIL ENGINEERS CO.
207 N. MOSS ROAD, SUITE 211
WINTER SPRINGS, FLORIDA 32708
CONTACT PERSON: JUSTIN GABER, PROJECT MAN.
PHONE (407) 327-7700
FAX (407) 327-0227

SURVEYOR:

SWERDLOFF & LONG SURVEYING, INC.
365 WAYMONT CT., S.E., 109
JACKSONVILLE, FLORIDA 32216
PHONE (407) 688-7831
FAX (407) 688-7691

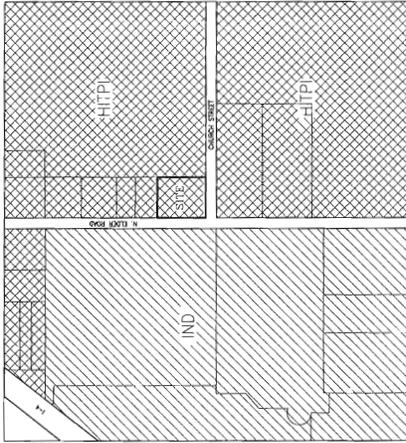
PLANS ISSUED FOR:	DATE
COUNTY SUBMITTAL #1	SEPT. 12, 2008
COUNTY SUBMITTAL #2	OCT. 9, 2008

INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY & TOPOGRAPHICAL SURVEY
3	MASTER SITE PLAN
4	UTILITY PLAN
5	OPEN SPACE PLAN



AMERICAN CIVIL ENGINEERING CO.
207 N. MOSS ROAD, SUITE 211 WINTER SPRINGS, FLORIDA 32708
P.O. BOX 8709
PHONE (407) 327-7700 FAX (407) 327-0227



ZONING MAP
PROPERTIES WITHIN 500' N.T.S.

FUTURE LAND USE MAP
PROPERTIES WITHIN 500' N.T.S.

SECTION 16, TOWNSHIP 19 S, RANGE 30 E
SECTION 21, TOWNSHIP 19 S, RANGE 30 E

SEMINOLE COUNTY, FLORIDA

PARCEL I.D. #'s
16-19-30-5AC-0000-047A
21-19-30-504-0000-0080

UTILITY PROVIDERS

SANITARY SEWER: PRIVATE LIFT STATION
WATER DISTRIBUTION: SEMINOLE COUNTY
ELECTRICAL POWER: PROGRESS ENERGY
TELEPHONE: BELL SOUTH
FIRE/POLICE: SEMINOLE COUNTY
GARBAGE: PRIVATE COLLECTION

LEGAL DESCRIPTION:

S 63.1 FT OF E 149 FT OF W 174 FT OF LOT 47 ST. JOSEPH'S
PB 1 PG. 114 & 21-19-30-504-0000-0080 LOT 8
LEWIS HERALD HOMESITES PB 12 PG 38

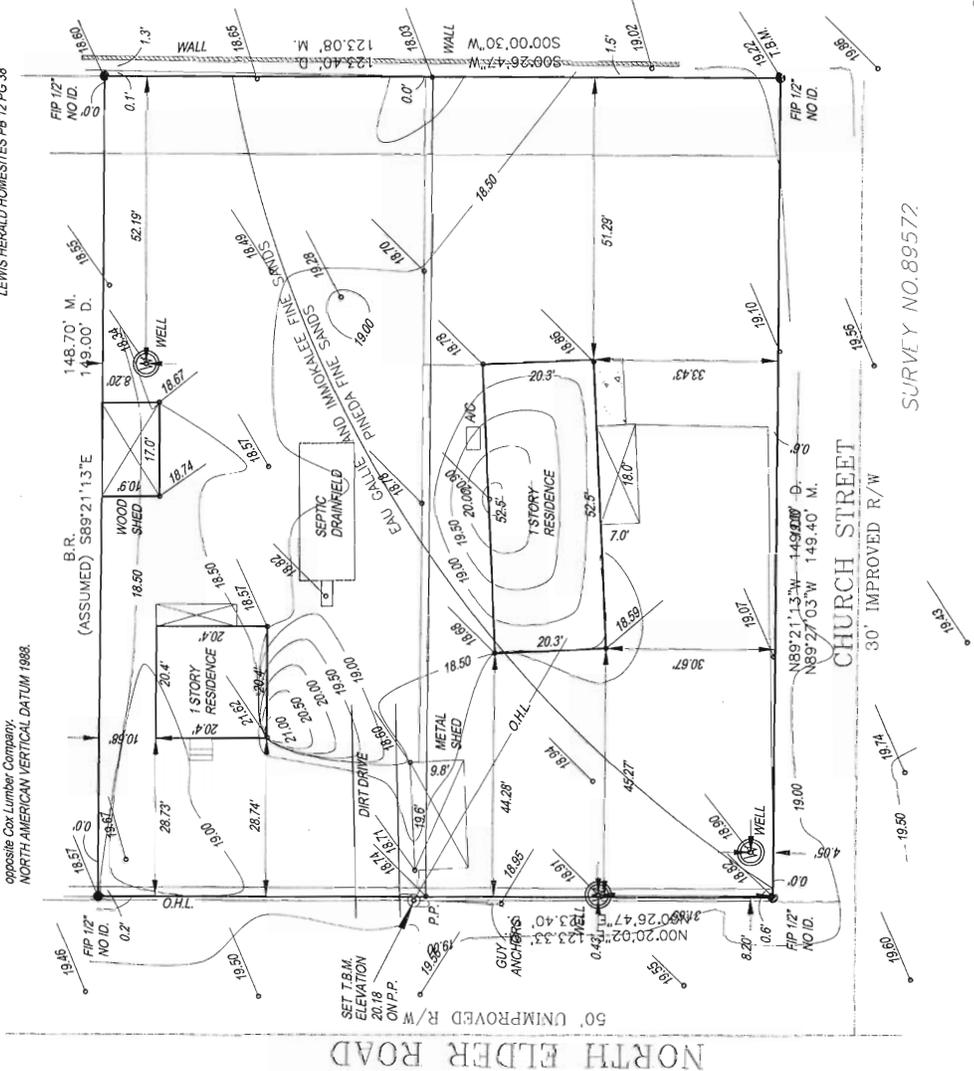
PLANS PREPARED FOR:
COMFORT ROOMS OF FLORIDA, INC.

05/11/08



BENCHMARK REFERENCES
 # 5057001 Elevation = 15.227
 Street: Church Avenue, Section 21, Township 19 South, Range 30 East.
 Description: Set PK NAIL & SEMCO DISK in concrete apron @ 3883
 Church Avenue: ± 25' South of centerline of Church Avenue located
 opposite Cox Lumber Company.
 NORTH AMERICAN VERTICAL DATUM 1988.

LEGAL DESCRIPTION
 S 63.1 FT OF E 149 FT OF W 174 FT OF LOT 47 ST. JOSEPHS
 PB 1 PG 114 & 21-19-30-504-0000-00801 LOT 8
 LEWIS HERALD HOMESTES PB 12 PG 38



SWERDLOFF & LONG SURVEYING, INC.
 365 WAYMONT CT., STE. 109
 LAKE MARY, FLORIDA 32746
 PHONE (407) 688-7631
 FAX (407) 688-7691

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/18/08	ISSUE FOR PERMITTING
2	12/18/08	REVISIONS TO PERMITTING
3	12/18/08	REVISIONS TO PERMITTING
4	12/18/08	REVISIONS TO PERMITTING
5	12/18/08	REVISIONS TO PERMITTING
6	12/18/08	REVISIONS TO PERMITTING
7	12/18/08	REVISIONS TO PERMITTING
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27	12/18/08	REVISIONS TO PERMITTING
28	12/18/08	REVISIONS TO PERMITTING
29	12/18/08	REVISIONS TO PERMITTING
30	12/18/08	REVISIONS TO PERMITTING

PROJECT DATA:

1. SITE AREA: 15.00 AC (6,480,000 S.F.) (10000)
 2. NET SITE AREA: 14.98 AC (6,432,000 S.F.)
 3. BUILDING AREA: 1,300 S.F. (0.030 AC) (24330)
 4. ASPHALT AREA: 1,557 S.F. (0.359 AC) (28140)
 5. CONCRETE AREA: 1,007 S.F. (0.231 AC) (18100)
 6. TOTAL IMPAVED AREA: 4,864 S.F. (1.119 AC) (90570)
 7. TOTAL LANDSCAPE AREA: 8,272 S.F. (0.194 AC) (151440)
 8. LANDSCAPE COEFFICIENT: 0.541 (10000)

PROJECT SUMMARY:

1. THIS MASTER PLAN REQUESTS PERMITTING FOR THE CONSTRUCTION OF A 1.119 AC (50,000 S.F.) INDUSTRIAL BUILDING WITH AN APPROXIMATE 10,000 S.F. OF LANDSCAPE AREA.

2. THE PROJECT IS LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

3. THE PROJECT IS ZONED R-1 (RESIDENTIAL SINGLE-FAMILY) AND IS SUBJECT TO THE ZONING ORDINANCES OF SPAINVILLE COUNTY, FLORIDA.

4. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

5. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

6. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

7. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

8. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

9. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

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14. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

15. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

16. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

17. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

18. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

19. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

20. THE PROJECT IS NOT PROPOSED TO BE LOCATED ON THE WEST SIDE OF CHURCH STREET, APPROXIMATELY 0.5 MILE WEST OF THE INTERSECTION OF CHURCH STREET AND ELDER ROAD.

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PROPOSED BUILDING SETBACKS:

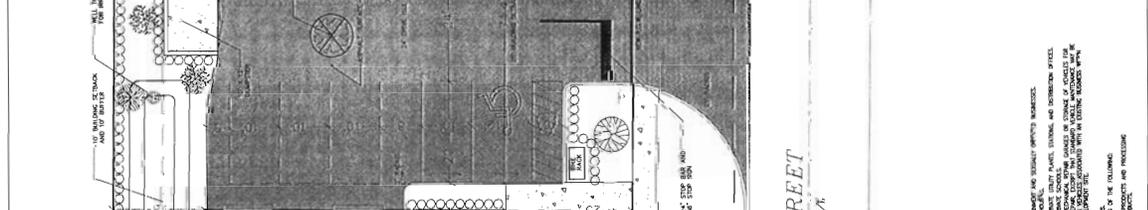
FRONT (ALONG ELDER ROAD): 10 FEET
 REAR: 10 FEET
 SIDE: 10 FEET

PROPOSED BUFFERS:

WEST AND SOUTH: 10 FEET LANDSCAPE BUFFER WITH 50% PERMEABLE PAVING
 EAST: 5 FEET LANDSCAPE BUFFER WITH 50% PERMEABLE PAVING

DEDICATED EASEMENTS:

AN APPROXIMATE 20' OF THE PROPERTY IS DEDICATED TO SPAINVILLE COUNTY, THE AGENCY OF THIS CURRENT TOTAL CORNER OF 2,800 S.F.



OPEN SPACE:

PLANNED OPEN SPACE: 15,000 S.F. X 128' X 3,000 S.F.
 PROPOSED OPEN SPACE: 4,372 S.F.

PERMEABLE LANDSCAPE BUFFER: 4,148 S.F. (0.094 AC)
BRUSHY LANDSCAPE AREA: 280 S.F. (0.006 AC)
NON-VASCULAR OPEN SPACE: 1,508 S.F. (0.034 AC)
INTERNAL LANDSCAPE AREA: 837 S.F. (0.019 AC)

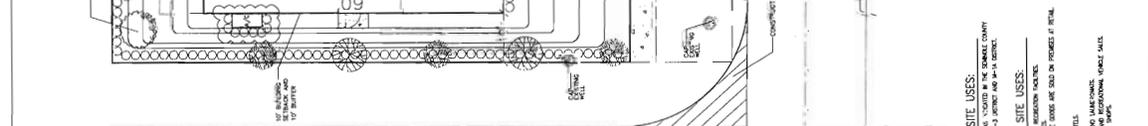
INTERNAL LANDSCAPE AREA:
 RECREATIONAL LANDSCAPE AREA: 81 X 5,570 S.F. = 450 S.F.
 PERMEABLE LANDSCAPE AREA: 4,372 S.F.

PERMITTED SITE USES:

1. INDUSTRIAL BUILDING
 2. OFFICE BUILDING
 3. RETAIL BUILDING
 4. SERVICE BUILDING
 5. MANUFACTURING OF METAL PRODUCTS
 6. MANUFACTURING OF NON-METAL PRODUCTS
 7. MANUFACTURING OF FOOD PRODUCTS
 8. MANUFACTURING OF TEXTILE PRODUCTS
 9. MANUFACTURING OF CHEMICAL PRODUCTS
 10. MANUFACTURING OF PLASTIC PRODUCTS
 11. MANUFACTURING OF RUBBER PRODUCTS
 12. MANUFACTURING OF GLASS PRODUCTS
 13. MANUFACTURING OF CERAMIC PRODUCTS
 14. MANUFACTURING OF PAPER PRODUCTS
 15. MANUFACTURING OF LEATHER PRODUCTS
 16. MANUFACTURING OF FUR PRODUCTS
 17. MANUFACTURING OF JEWELRY PRODUCTS
 18. MANUFACTURING OF OPTICAL PRODUCTS
 19. MANUFACTURING OF ELECTRONIC PRODUCTS
 20. MANUFACTURING OF AEROSPACE PRODUCTS
 21. MANUFACTURING OF AGRICULTURAL PRODUCTS
 22. MANUFACTURING OF FISHING PRODUCTS
 23. MANUFACTURING OF SPORTS PRODUCTS
 24. MANUFACTURING OF TOYS PRODUCTS
 25. MANUFACTURING OF MUSIC PRODUCTS
 26. MANUFACTURING OF BOOKS PRODUCTS
 27. MANUFACTURING OF RECORDS PRODUCTS
 28. MANUFACTURING OF FILMS PRODUCTS
 29. MANUFACTURING OF VIDEO PRODUCTS
 30. MANUFACTURING OF TELEVISION PRODUCTS

PROHIBITED SITE USES:

1. RESIDENTIAL SINGLE-FAMILY
 2. RESIDENTIAL MEDIUM-DENSITY
 3. RESIDENTIAL HIGH-DENSITY
 4. COMMERCIAL RETAIL
 5. COMMERCIAL SERVICE
 6. COMMERCIAL OFFICE
 7. COMMERCIAL INDUSTRIAL
 8. COMMERCIAL MANUFACTURING
 9. COMMERCIAL STORAGE
 10. COMMERCIAL WAREHOUSE
 11. COMMERCIAL DISTRIBUTION
 12. COMMERCIAL TRANSPORTATION
 13. COMMERCIAL RECREATION
 14. COMMERCIAL CULTURAL
 15. COMMERCIAL EDUCATIONAL
 16. COMMERCIAL HEALTHCARE
 17. COMMERCIAL SOCIAL SERVICE
 18. COMMERCIAL RELIGIOUS
 19. COMMERCIAL GOVERNMENT
 20. COMMERCIAL UTILITIES
 21. COMMERCIAL ENERGY
 22. COMMERCIAL TRANSPORTATION
 23. COMMERCIAL TELECOMMUNICATIONS
 24. COMMERCIAL FINANCIAL
 25. COMMERCIAL INSURANCE
 26. COMMERCIAL BANKING
 27. COMMERCIAL TRADING
 28. COMMERCIAL INVESTMENT
 29. COMMERCIAL REAL ESTATE
 30. COMMERCIAL DEVELOPMENT



PERMITTED SITE USES:

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 2. OFFICE BUILDING
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PROHIBITED SITE USES:

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 30. COMMERCIAL DEVELOPMENT

**COMFORT ROOMS OF FLORIDA, INC.
DEVELOPER'S COMMITMENT AGREEMENT
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On November 18, 2008, the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

I. Legal Description

Legal description is attached as Exhibit "A".

II. Property Owner

Comfort Rooms of Florida, Inc.
647 Progress Way
Sanford, Florida 32771

III. Statement of Basic Facts

- | | | |
|----|----------------|---|
| A. | Total Acres | 0.353 acres, more or less |
| B. | Zoning | PUD, Planned Unit Development |
| C. | Site Plan | Final Master Plan attached as Exhibit "B" |
| D. | Permitted Uses | All permitted uses allowed in C-3 and M1-A zoning districts as indicated in the Seminole County Zoning Regulations. |
| E. | Prohibited Use | <ul style="list-style-type: none">• Amusement and Recreation facilities• Automobile sales• Bakeries, where goods are sold on premises at retail• Banks• Car Wash• Hotels and Motels• Launderettes and Laundromats• Mobile homes and Recreational Vehicle Sales• Paint and Body Shops• Private clubs and lodges• Theaters• Truck terminals• Service Stations• Outdoor Advertising Signs |

- Manufacturing of water based and/or epoxy based coatings, adhesives, chemical products, sealants and paints
- Industrial, Technical and Trade schools, except for classroom training directly associated with existing businesses within the PUD development
- Alcoholic beverage establishments
- Adult entertainment and sexually oriented businesses
- Multi-family housing
- Public and Private Utility Plants, Stations, and Distribution offices
- Public and Private schools
- Commercial, Mechanical Repair Garages or storage of vehicles for commercial repair
- Heliports
- Medical Clinics
- Manufacturing of boats
- Manufacturing and processing of dairy products
- Retail sales, except those sales that are ancillary to the primary Target Industry use

IV. Land Use Breakdown

	<u>Land Use</u>	<u>Square Feet</u>	<u>Percent of Site</u>
A.	Total Site	15,406	100%
B.	Total Pervious (open)	6,180	40.1%
C.	Total Impervious	9,226	59.9%

V. Building and Lot Restrictions

<u>Building/Lot</u>	<u>Commitment</u>
Maximum Building Height	35'
Parking Spaces	12 spaces
Building Area	3,900 S.F. (maximum)
N. Elder Road	10' setback
Front (Church Street)	25' setback
Front (Elder Road)	10' setback
Sides (North & East)	10' setback

VI. Vehicle and Pedestrian Circulation System

A. Roads. The developer agrees to dedicate 20 feet of additional right-of-way along the north side of Church Street adjacent to the subject property prior to issuance of site construction permits.

- B. Sidewalks.** The developer shall provide a 5-foot sidewalk along Church St. adjacent to the subject property to connect with existing sidewalks on Church Street prior to issuance of the first Certificate of Occupancy. Pedestrian connections shall be provided between interior walkways and public sidewalks along Church Street.
- C. Parking.** A maximum of 3 of the 12 parking spaces situated in front of overhead bay doors shall be permitted to count toward overall parking requirements for the development. One bicycle rack shall be provided as shown on the Final Master Plan attached as Exhibit B.

VII. Landscaping, Buffers and Open Space

Required Open Space: 25% or 3,852 Sq. Ft. / .08 acres
 Provided Open Space: 40% or 6,272 Sq. Ft. / .14 acres

Buffer Widths

North 10'
 East 5'
 South 10'
 West 10'

- A. Open space shall comprise at least 25% of the site, as required by the Land Development Code. Open space areas shall include the following features:
 - Pedestrian Bench
 - Retention areas, amenitized as open space per the requirements of the Land Development Code
 - Landscape green areas and buffers shall be planted in accordance with the Seminole County Land Development Code.
- B. Required buffer plantings along Church Street and N. Elder Road shall be placed adjacent to the right-of-way. Buffer plantings shall be placed along the north property line that abuts the existing residential zoning.
- C. Parking area landscaping shall comply with the Seminole County Land Development Code.
- D. Air Conditioning units must be screened from view with viburnum hedges which shall reach 100% opacity rating one year after planting.

VIII. Facility Commitments

The following conditions shall be met by the Owner prior to a Certificate of Occupancy being issued by Seminole County.

- A. Water.** Water services shall be provided by the existing Seminole County Environmental Services water system. Design of lines shall conform to all Seminole County and Florida Department of Environmental Protection standards.
- B. Sanitary Sewer.** Sanitary sewer shall be provided by the existing Seminole County Environmental Services treatment facilities. Design of lines shall conform to all Seminole County and Department of Environmental Protection standards.

- C. **Stormwater.** Stormwater drainage and stormwater management shall be provided according to Seminole County's and the St. Johns River Water Management District's stormwater regulations.
- D. **Fire Protection.** Fire protection shall be provided by Seminole County. Fire hydrants shall be located according to Seminole County Regulations.

IX. **Lighting and Signage**

- A. **Lighting.** Lighting shall consist of cut-off/shoe box style fixtures complying with the following requirements:
 1. Illumination adjacent to residential properties to the north shall not exceed 0.5 foot candles.
 2. All lighting fixtures shall be mounted at a maximum height of sixteen (16) feet.
 3. All lighting fixtures shall be set back a minimum of fifty (50) feet from the north property line.
- B. **Signage.** Outdoor advertising signage is prohibited. All other types of signage shall comply with the Land Development Code.

X. **Other Commitments**

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all codes and ordinances, including the impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- B. The conditions upon which this Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.
- C. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of this Agreement shall perpetually burden, run with and follow said Property and be a servitude upon and binding upon said Property unless released in whole or in part by action of Seminole County as evidenced in writing. The Owner of said Property is expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.
- D. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.
- E. The development approval being sought is consistent with the Vision 2020 plan and will be developed consistent with and in compliance with all applicable land development regulations and all other applicable regulations and ordinances.
- F. The Owners of the Property have expressly agreed to be bound by and subject to the development conditions and commitments set forth herein and hereby covenant and agree to have such conditions and commitments restrict, run with and perpetually burden the Property. The development conditions and commitments set forth herein shall not be the

personal obligations of the Owner upon the legal transfer of the Property to a subsequent purchaser.

XI. Interpretation; Relationship to Final Master Plan and Development Order

This Developer’s Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer’s Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer’s Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer’s Commitment Agreement and Development Order Number 08-20500005, the Developer’s Commitment Agreement shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

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

EXHIBIT A

LEGAL DESCRIPTION

South 63.1 feet of East 149 feet of West 174 feet of lot 47, Saint Josephs Plat Book 1, Page 114; & 21-19-30-504-0000-008, Lot 8 of Lewis Herald Homesites, according to the plat thereof as recorded in Plat Book 12, page 38, of the Public Records of Seminole County, Florida.

Contains 0.353 acres, more or less.

EXHIBIT B

Final Master Plan

(See Attached Pages)

FINAL MASTER PLAN FOR:

COMFORT ROOMS OF FLORIDA, INC.

PROJECT DIRECTORY

OWNER:
COMFORT ROOMS OF FLORIDA, INC.
10000 W. WINDY HILLS BLVD.
SAFORD, FLORIDA 32771
CONTACT PERSON: STEPHEN FERRANDO
PHONE (407) 307-4293
FAX (407) 302-4091

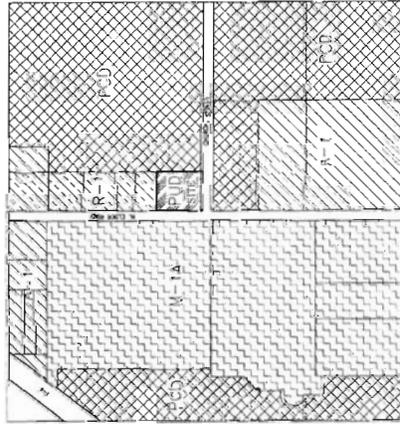
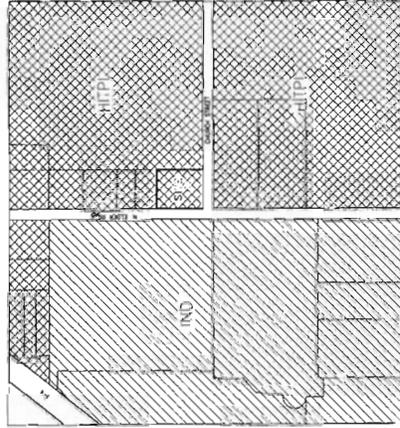
ENGINEER:
AMERICAN CIVIL ENGINEERS CO.
200 N. WOODS ROAD, SUITE 2
WINTER SPRINGS, FLORIDA 32788
CONTACT PERSON: JUSTIN CARBER
PHONE (407) 337-7100
FAX (407) 337-0227

SURVEYOR:
SHERBOLT & LONG SURVEYING, INC.
100 W. WINDY HILLS BLVD.
SUITE 100
SAFORD, FLORIDA 32771
PHONE (407) 688-7631
FAX (407) 688-7661

PLANS ISSUED FOR: DATE
COUNTY SUBMITTAL #1 SEPT. 12, 2008
COUNTY SUBMITTAL #2 OCT. 9, 2008

INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY & TOPOGRAPHICAL SURVEY
3	MASTER SITE PLAN
4	UTILITY PLAN
5	OPEN SPACE PLAN



FUTURE LAND USE MAP
PREPARED BY: WML, INC. 415

SECTION 16, TOWNSHIP 19 S, RANGE 30 E
SECTION 21, TOWNSHIP 19 S, RANGE 30 E
SINGLE COUNTY, FLORIDA

PARCEL I.D. #'s
18-19-30-504-0000-047A
21-19-30-504-0000-0080

PLANS PREPARED FOR:
COMFORT ROOMS OF FLORIDA, INC.

UTILITY PROVIDERS

- SEWAGE: PRIVATE COLLECTION
- WATER: PRIVATE LIFT STATION
- WATER DISTRIBUTION: SINGLE COUNTY
- ELECTRICAL POWER: PROGRESS ENERGY
- TELEPHONE: BELL SOUTH
- FIRE/PAVIZE: SEMINOLE COUNTY
- GARBAGE: PRIVATE COLLECTION

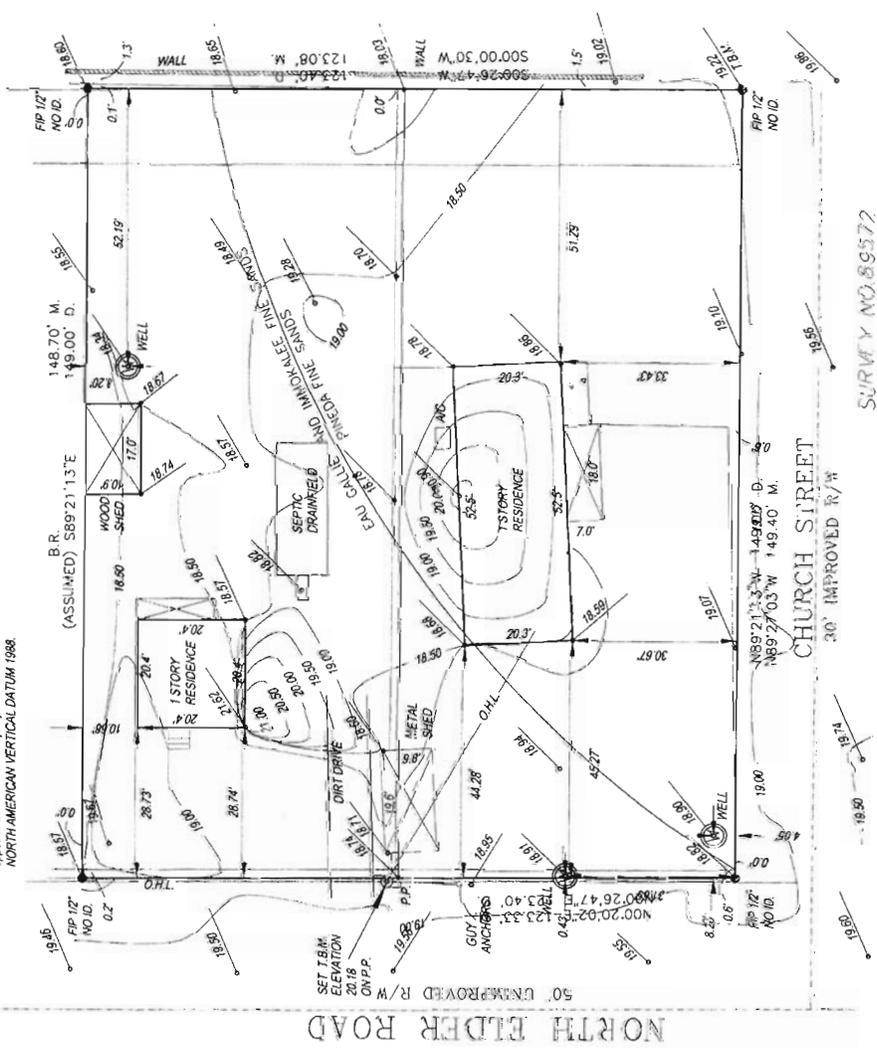
LEGAL DESCRIPTION:

6.631 AC ±, 19 S, 30 E, 1/4 SEC. 16, TOWNSHIP 19 S, RANGE 30 E, SINGLE COUNTY, FLORIDA
21-19-30-504-0000-0080, LOT 2
LEWIS HORTON INVESTMENTS, INC. VS. PLS.

35 115 18

LEGAL DESCRIPTION
 S 631 FT OF E 149.70' OF W 174 FT OF LOT 47, ST. JOSEPHS
 PG 1 PG 114.8 21-19-30-304-000-0080 LOT 8
 LEWIS HERALD HOMESITES PG 12 PG 38

Benchmark Reference # 892701 Elevation = 15.227
 Street Church Ave., e. Section 21, Township 19 South, Range 30 East.
 Description: Set PK NAIL & SEMCO DISK in concrete apron @ 3883
 Church Avenue, ± 25' South of centerline of Church Avenue located
 opposite Cox Lumber Company.
 NORTH AMERICAN VERTICAL DATUM 1988.



SURVEY NO. 89572

SHERIDAN & LONG SURVEYING, INC.
 365 WAYMONT CT., STE. 109
 LAKE MARY, FLORIDA 32746
 PHONE (407) 688-7631
 FAX (407) 688-7691

DATE	12/15/11	REVISION	1. INITIAL DESIGN
DATE	12/15/11	REVISION	2. PRELIMINARY LAYOUT
DATE	12/15/11	REVISION	3. PRELIMINARY LAYOUT
DATE	12/15/11	REVISION	4. PRELIMINARY LAYOUT
DATE	12/15/11	REVISION	5. PRELIMINARY LAYOUT
DATE	12/15/11	REVISION	6. PRELIMINARY LAYOUT
DATE	12/15/11	REVISION	7. PRELIMINARY LAYOUT
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DATE	12/15/11	REVISION	17. PRELIMINARY LAYOUT
DATE	12/15/11	REVISION	18. PRELIMINARY LAYOUT
DATE	12/15/11	REVISION	19. PRELIMINARY LAYOUT
DATE	12/15/11	REVISION	20. PRELIMINARY LAYOUT

AMERICAN CIVIL ENGINEERING CO.
 207 S. W. 10th St. Suite 200
 Ft. Lauderdale, FL 33304
 TEL: 754.770.1111 FAX: 754.770.1112
 WWW.ACCENGIN.COM

FINAL MASTER PLAN-MASTER SITE PLAN
COMFORT ROOMS OF FLORIDA, INC.
 SAUNEE COUNTY, FLORIDA



PROJECT DATA:

PROJECT NO.	11-001
CLIENT	COMFORT ROOMS OF FLORIDA, INC.
PROJECT ADDRESS	12340 D NORTH ELDER ROAD, SAUNEE, FL 32087
PROJECT TYPE	RETAIL
DATE	12/15/11
SCALE	AS SHOWN

PROJECT SUMMARY:

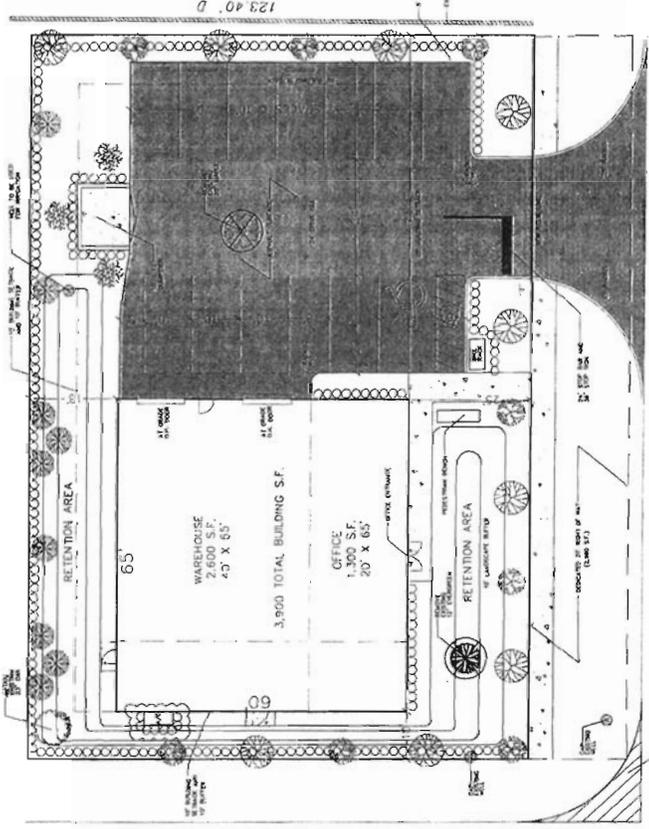
The project consists of a 3,900 total building square foot facility located on 12340 D North Elder Road, Saunee, Florida. The facility will include a warehouse, office, and retention area. The site is currently undeveloped and is zoned for retail use. The project is subject to the approval of the Saunee County Board of Commissioners.

PROPOSED BUILDING FOOTPRINT:

The proposed building footprint is shown in the attached site plan. The building will be a single-story structure with a total area of 3,900 square feet. The footprint includes a warehouse, office, and retention area. The building will be set back from the property lines as shown in the site plan.

PROPOSED UTILITIES:

The proposed utilities for the project are shown in the attached site plan. The utilities include water, sewer, and stormwater. The water and sewer lines will be installed along the property line. The stormwater lines will be installed along the property line and will discharge to the adjacent waterway.



LANDSCAPE CHART:

1	Grass
2	Grass
3	Grass
4	Grass
5	Grass
6	Grass
7	Grass
8	Grass
9	Grass
10	Grass
11	Grass
12	Grass
13	Grass
14	Grass
15	Grass
16	Grass
17	Grass
18	Grass
19	Grass
20	Grass

PROHIBITED SITE USES:

1. Hazardous waste storage or disposal
2. Storage of flammable, combustible, or toxic materials
3. Storage of petroleum products
4. Storage of explosives
5. Storage of radioactive materials
6. Storage of hazardous waste
7. Storage of toxic materials
8. Storage of flammable, combustible, or toxic materials
9. Storage of petroleum products
10. Storage of explosives
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18. Storage of hazardous waste
19. Storage of toxic materials
20. Storage of flammable, combustible, or toxic materials

INTERNAL LANDSCAPE CHART:

1	Grass
2	Grass
3	Grass
4	Grass
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8	Grass
9	Grass
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18	Grass
19	Grass
20	Grass

PROHIBITED SITE USES:

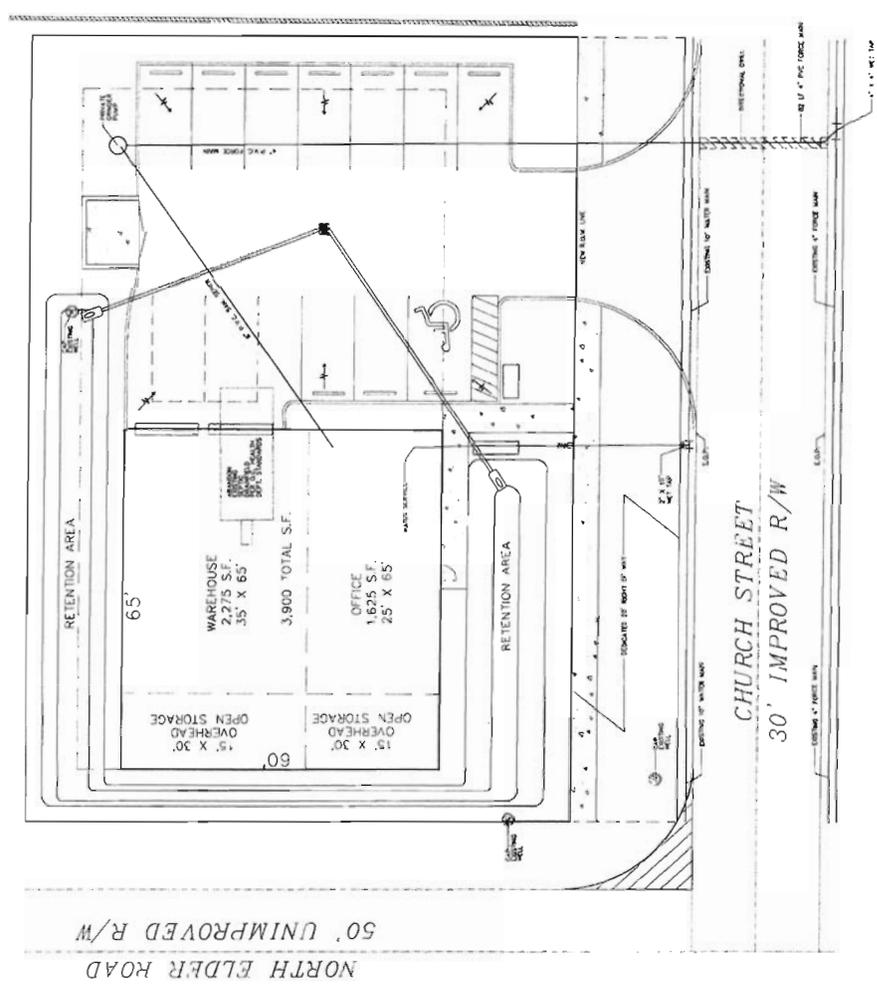
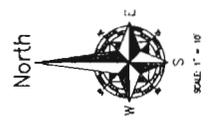
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20. Storage of flammable, combustible, or toxic materials

REVISION	DATE	BY	CHKD

AMERICAN CIVIL ENGINEERING CO.
 207 N. MOBILE BL. SUITE 212, TOWER SQUARE, P.O. BOX 207
 TAMPA, FL 33601 (813) 287-7800 FAX (813) 287-0227

FINAL MASTER PLAN-UTILITY PLAN
COMFORT ROOMS OF FLORIDA, INC.
 SEMINOLE COUNTY, FLORIDA

DATE: 02/12/2008
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SHEET 4 OF 5

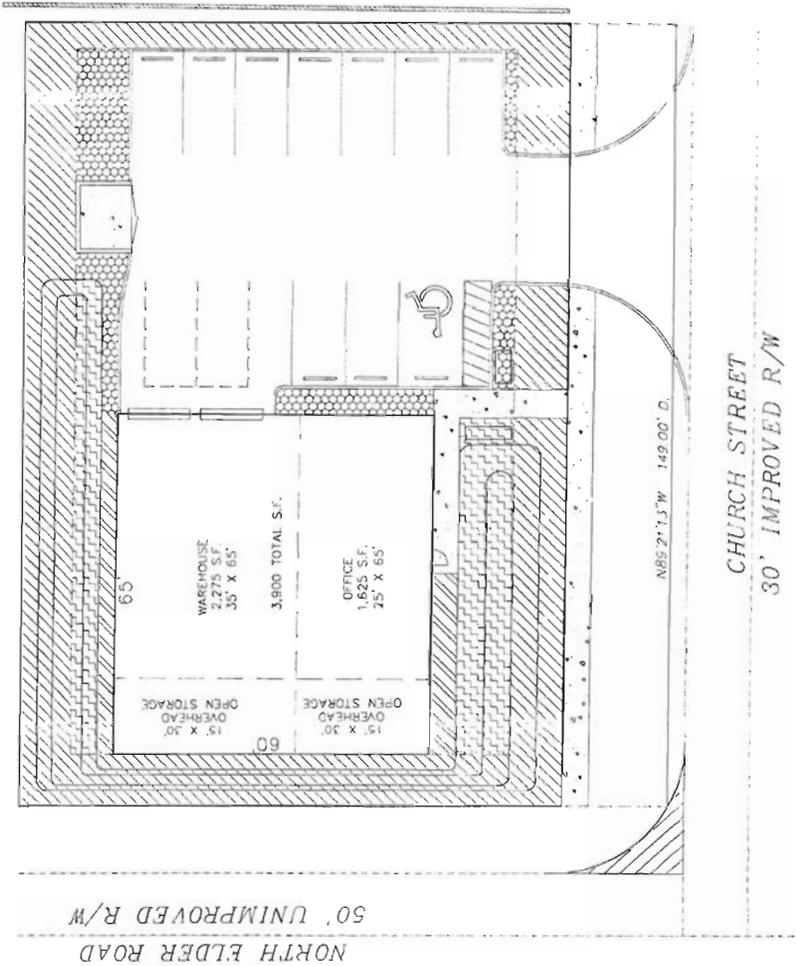


NO.	DESCRIPTION	DATE	BY

AMERICAN CIVIL
ENGINEERING CO.
P.O. BOX 1000, TAMPA, FL 33601
TEL. (813) 241-7700, FAX (813) 241-7707
CA. 0000

COMFORT ROOMS OF FLORIDA, INC.
SEMI-OPEN PLAN MASTER PLAN
SEMI-OPEN PLAN MASTER PLAN

DATE: 08/15/00
DRAWN BY: J. J. [Signature]
CHECKED BY: [Signature]
SCALE: 1" = 10'
SHEET 5 OF 5



INTERNAL LANDSCAPE AREA:
 TOTAL INTERNAL LANDSCAPE AREA = 1,100 S.F.
 TOTAL EXTERNAL LANDSCAPE AREA = 1,100 S.F.
 TOTAL LANDSCAPE AREA = 2,200 S.F.

INTERNAL LANDSCAPE AREA:
 TOTAL INTERNAL LANDSCAPE AREA = 1,100 S.F.
 TOTAL EXTERNAL LANDSCAPE AREA = 1,100 S.F.
 TOTAL LANDSCAPE AREA = 2,200 S.F.

NOTE: NO CHANGES HAVE BEEN MADE TO THE SITE PLAN WITH THE EXCEPTION OF THOSE LISTED BY SEMI-OPEN PLAN.

CORRECTED
REVISED AND RESTATED COMFORT ROOMS PUD
DEVELOPMENT ORDER

The Comfort Rooms PUD Development Order dated May 20, 2008 is hereby revised on October 3, 2008 to read as follows:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Comfort Rooms of Florida, Inc.
647 Progress Way
Sanford, FL 32771

Project Name: Comfort Rooms PUD

Requested Development Approval:

The applicant is requesting a Minor Amendment to the Comfort Rooms PUD

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by:
Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

RETURN TO SANDY MCCANN

This Development Order is being re-recorded due to a scrivener's error.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 07075 Pgs 0751 - 761; (11pgs)
FILE NUM 2008113856
RECORDED 10/08/2008 01:08:07 PM
RECORDING FEES 95.00
RECORDED BY G Harford

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Caylon Cobb*
DEPUTY CLERK

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. All development shall comply with the Preliminary Master Plan attached as Exhibit B.
- b. The allowable permitted uses for this site shall be in accordance with the C-3 (General Commercial & Wholesale) and the M-1A (Very Light Industrial) zoning district. Prohibited uses shall include the following which are listed below:
 - Amusement and recreation facilities
 - Automobile sales
 - Bakeries
 - Banks
 - Car wash
 - Hotel and Motel
 - Laundromats
 - Mobile homes
 - recreational vehicle sales
 - Paint and Body shops
 - Privates clubs and lodges
 - Theaters
 - Truck terminals
 - Service stations
 - Outdoor advertising signs
 - Manufacturing of water-based epoxy-based coatings, adhesives, sealants and paints
 - Industrial, Technical, and Trade schools
 - Alcoholic beverage establishments
 - Adult entertainment and sexually oriented business
 - Multi-family Housing
 - Public and private utility plants, stations, and distribution offices
 - Public and private schools
 - Commercial, mechanical repair garages or storage of Vehicles for commercial repair
 - Heliports
 - Medical Clinics
 - Manufacturing of boats, chemical products, and processing of dairy products
- c. Maximum allowable building height shall be 35 feet.
- d. Building setbacks shall be as follows;

Front (Church Street):	25'
Front (Elder Road):	10'
Sides (North & East):	10'
- e. Buffer yards shall be as follows;

West and South: 10'
North: 10'
East: 5'

- f. Open space amenities shall include a pedestrian bench and bicycle rack as depicted on the Preliminary Master Plan attached as Exhibit B.
- g. Air Conditioning units must be screened from view with viburnum hedges which shall reach a 100% opacity rating one year after planting.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: *Alison Stettner*
Alison Stettner, Planning Manager

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Alison Stettner who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of October, 2008.

Connie R. Devasto
Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



EXHIBIT A

Legal Description

LOT 8, LEWIS HERALD HOMESITES, PLAT BOOK 12, PAGE 38, SEMINOLE COUNTY, FLORIDA

AND

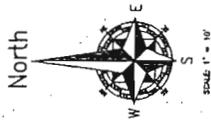
THE SOUTH 63.1 FEET OF THE EAST 149 FEET OF THE WEST 174 FEET OF LOT 47 FLORIDA LAND & COLONIZATION COMPANY LIMITED W. BEARDALL'S MAP OF ST. JOSEPH'S, PLAT BOOK 1, PAGE 114, SEMINOLE COUNTY, FLORIDA.

EXHIBIT B

Preliminary Master Plan

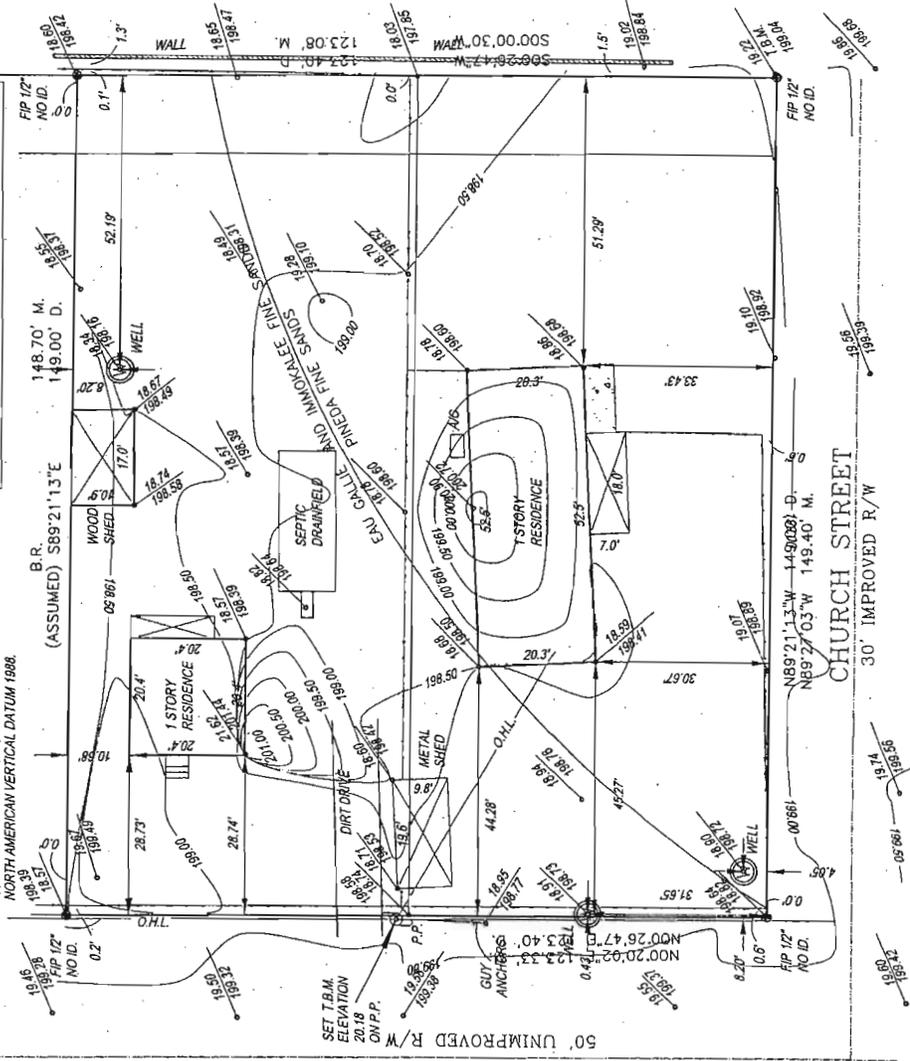
(See Attached Pages)

LEGIBILITY UNSATISFACTORY FOR SCANNING



Benchmark Reference # 5087001 Elevation = 15.227
 Street: Church Avenue, Section 21, Township 19 South, Range 30 East.
 Description: Set PK NAIL & SEMCO DISK in concrete apron @ 3883
 Church Avenue, ± 25' South of centerline of Church Avenue located
 opposite Cox Lumber Company.
 NORTH AMERICAN VERTICAL DATUM 1988.

SEPTIC TANK AND OR DRAINFIELD, IF SHOWN, IS LOCATED ONLY BY VISUAL OBSERVATION AND OR BY THIRD PARTY INFORMATION. ACCURATE LOCATION MUST BE DETERMINED BY A UTILITY LOCATION.



BASE INFORMATION PROVIDED BY:
 SWERDLOFF & LONG SURVEYING, INC.
 365 WAYMONT CT, STE. 109
 LAKE MARY, FLORIDA 32746
 PHONE (407) 888-7631
 FAX (407) 888-7691

NOTE: ASSUMED ELEVATION OF 200.0' @ NAIL IN POWER POLE

50' UNIMPROVED R/W
 SET T.B.M. ASSUMED ELEVATION OF 200.00 ON P.P.
 20.18
 NORTH ELDER ROAD

LEGIBILITY UNSATISFACTORY FOR SCANNING

NO.	DATE	DESCRIPTION	BY	CHECKED	PROJECT NO.
1	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
2	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
3	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
4	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
5	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
6	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
7	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
8	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
9	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
10	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
11	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
12	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
13	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
14	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
15	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
16	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
17	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
18	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
19	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000
20	11/12/09	ISSUED FOR PERMITTING AND PRELIMINARY REVIEW	J.M.	J.M.	07-09-0000



PROJECT DATA:

1. SITE AREA: 123,400 S.F. (2.82 AC)

2. TOTAL IMPROVEMENTS: 123,400 S.F. (2.82 AC)

3. BUILDING AREA: 3,900 S.F. (0.09 AC)

4. ASPHALT AREA: 1,300 S.F. (0.03 AC)

5. CONCRETE AREA: 200 S.F. (0.00 AC)

6. TOTAL IMPROVEMENTS: 5,400 S.F. (0.12 AC)

7. TOTAL IMPROVEMENTS: 5,400 S.F. (0.12 AC)

8. TOTAL IMPROVEMENTS: 5,400 S.F. (0.12 AC)

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19. TOTAL IMPROVEMENTS: 5,400 S.F. (0.12 AC)

20. TOTAL IMPROVEMENTS: 5,400 S.F. (0.12 AC)

PROPOSED BUILDING SETBACKS:

1. FRONT SETBACK: 10 FEET

2. SIDE SETBACK: 5 FEET

3. REAR SETBACK: 10 FEET

4. CORNER SETBACK: 10 FEET

5. DRIVEWAY SETBACK: 10 FEET

6. SIDEWALK SETBACK: 5 FEET

7. BIKEWAY SETBACK: 5 FEET

8. PLAY AREA SETBACK: 10 FEET

9. SPORTS COURT SETBACK: 10 FEET

10. SWIMMING POOL SETBACK: 10 FEET

11. FENCE SETBACK: 5 FEET

12. SIGN SETBACK: 5 FEET

13. LIGHT FIXTURE SETBACK: 5 FEET

14. AIR CONDITIONING UNIT SETBACK: 5 FEET

15. MECHANICAL EQUIPMENT SETBACK: 5 FEET

16. STORAGE BIN SETBACK: 5 FEET

17. TRAILER SETBACK: 5 FEET

18. MOBILE HOME SETBACK: 5 FEET

19. PORTABLE TOILET SETBACK: 5 FEET

20. TEMPORARY STRUCTURE SETBACK: 5 FEET

PROPOSED BUFFERS:

1. 10 FEET LANDSCAPE BUFFER WITH 50% PLANTING

2. 15 FEET LANDSCAPE BUFFER WITH 75% PLANTING

3. 20 FEET LANDSCAPE BUFFER WITH 100% PLANTING

4. 25 FEET LANDSCAPE BUFFER WITH 100% PLANTING

5. 30 FEET LANDSCAPE BUFFER WITH 100% PLANTING

6. 35 FEET LANDSCAPE BUFFER WITH 100% PLANTING

7. 40 FEET LANDSCAPE BUFFER WITH 100% PLANTING

8. 45 FEET LANDSCAPE BUFFER WITH 100% PLANTING

9. 50 FEET LANDSCAPE BUFFER WITH 100% PLANTING

10. 55 FEET LANDSCAPE BUFFER WITH 100% PLANTING

11. 60 FEET LANDSCAPE BUFFER WITH 100% PLANTING

12. 65 FEET LANDSCAPE BUFFER WITH 100% PLANTING

13. 70 FEET LANDSCAPE BUFFER WITH 100% PLANTING

14. 75 FEET LANDSCAPE BUFFER WITH 100% PLANTING

15. 80 FEET LANDSCAPE BUFFER WITH 100% PLANTING

16. 85 FEET LANDSCAPE BUFFER WITH 100% PLANTING

17. 90 FEET LANDSCAPE BUFFER WITH 100% PLANTING

18. 95 FEET LANDSCAPE BUFFER WITH 100% PLANTING

19. 100 FEET LANDSCAPE BUFFER WITH 100% PLANTING

20. 105 FEET LANDSCAPE BUFFER WITH 100% PLANTING

DEDICATED EASEMENTS:

1. 10 FEET EASEMENT FOR UTILITY LINES

2. 10 FEET EASEMENT FOR SIDEWALK

3. 10 FEET EASEMENT FOR BIKEWAY

4. 10 FEET EASEMENT FOR PLAY AREA

5. 10 FEET EASEMENT FOR SPORTS COURT

6. 10 FEET EASEMENT FOR SWIMMING POOL

7. 10 FEET EASEMENT FOR FENCE

8. 10 FEET EASEMENT FOR SIGN

9. 10 FEET EASEMENT FOR LIGHT FIXTURE

10. 10 FEET EASEMENT FOR AIR CONDITIONING UNIT

11. 10 FEET EASEMENT FOR MECHANICAL EQUIPMENT

12. 10 FEET EASEMENT FOR STORAGE BIN

13. 10 FEET EASEMENT FOR TRAILER

14. 10 FEET EASEMENT FOR MOBILE HOME

15. 10 FEET EASEMENT FOR PORTABLE TOILET

16. 10 FEET EASEMENT FOR TEMPORARY STRUCTURE

LANDSCAPE CHART:

1. TREE: 10" DBH - 10' HGT - 1" DIA. @ 4' HGT

2. TREE: 12" DBH - 12' HGT - 1" DIA. @ 4' HGT

3. TREE: 14" DBH - 14' HGT - 1" DIA. @ 4' HGT

4. TREE: 16" DBH - 16' HGT - 1" DIA. @ 4' HGT

5. TREE: 18" DBH - 18' HGT - 1" DIA. @ 4' HGT

6. TREE: 20" DBH - 20' HGT - 1" DIA. @ 4' HGT

7. TREE: 22" DBH - 22' HGT - 1" DIA. @ 4' HGT

8. TREE: 24" DBH - 24' HGT - 1" DIA. @ 4' HGT

9. TREE: 26" DBH - 26' HGT - 1" DIA. @ 4' HGT

10. TREE: 28" DBH - 28' HGT - 1" DIA. @ 4' HGT

11. TREE: 30" DBH - 30' HGT - 1" DIA. @ 4' HGT

12. TREE: 32" DBH - 32' HGT - 1" DIA. @ 4' HGT

13. TREE: 34" DBH - 34' HGT - 1" DIA. @ 4' HGT

14. TREE: 36" DBH - 36' HGT - 1" DIA. @ 4' HGT

15. TREE: 38" DBH - 38' HGT - 1" DIA. @ 4' HGT

16. TREE: 40" DBH - 40' HGT - 1" DIA. @ 4' HGT

17. TREE: 42" DBH - 42' HGT - 1" DIA. @ 4' HGT

18. TREE: 44" DBH - 44' HGT - 1" DIA. @ 4' HGT

19. TREE: 46" DBH - 46' HGT - 1" DIA. @ 4' HGT

20. TREE: 48" DBH - 48' HGT - 1" DIA. @ 4' HGT

PERMITTED SITE USES:

1. RESIDENTIAL SINGLE-FAMILY DWELLING

2. RESIDENTIAL TWO-FAMILY DWELLING

3. RESIDENTIAL THREE-FAMILY DWELLING

4. RESIDENTIAL FOUR-FAMILY DWELLING

5. RESIDENTIAL FIVE-FAMILY DWELLING

6. RESIDENTIAL SIX-FAMILY DWELLING

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20. RESIDENTIAL TWENTY-FAMILY DWELLING

PROHIBITED SITE USES:

1. INDUSTRIAL USE

2. COMMERCIAL USE

3. OFFICE USE

4. RETAIL USE

5. RESTAURANT USE

6. BAR USE

7. NIGHT CLUB USE

8. GAMING USE

9. CASINO USE

10. PROSTITUTION USE

11. BUREAU OF PRISONS USE

12. MENTAL HOSPITAL USE

13. ASYLUM USE

14. HOSPITAL USE

15. NURSING HOME USE

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NOTE: NO CHANGES HAVE BEEN MADE TO THE SITE PLAN WITH THE EXCEPTION OF THOSE LISTED BY SEMINOLE COUNTY.

MAY 20, 2008

Chairman Carey clarified further that the applicant is requesting the Board to rezone from A-5 to A-10 because they have to be A-10 zoned to qualify for the Family Farm status. The applicant will come back under the A-10 zoning if they choose to and plat it under the Family Farm process.

No one spoke in support or in opposition.

District Commissioner Carey recommended approval of the request to rezone.

Motion by Commissioner Van Der Weide, seconded by Commissioner Dallari, to approve the Cattle Drive Trail rezone from A-5 (Rural) to A-10 (Rural), by adoption of Ordinance #2008-24, as shown on page 1921, 56.00+/- acres located on the east side of Cattle Drive Trail, north of W. Osceola Road; as described in the proof of publication, Pauline M. Saucer, based on staff findings.

Districts 1, 2, 3, 4 and 5 voted AYE.

**COMFORT ROOMS REZONE/
STEPHEN FERRANDO**

Proof of publication, as shown on page 1920, calling for a public hearing to consider the Comfort Rooms rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development), 0.37+/- acres located on the northeast corner of the intersection of Church Street and Elder Road, Stephen Ferrando, received and filed.

Ian Sikonia, Senior Planner, addressed the Board to present the request, stating the proposed use of the building would be for the Comfort Rooms of Florida business which builds glass rooms, sunrooms, and vinyl and acrylic rooms. He advised the applicant is requesting a waiver from the Active/Passive Buffer Setback Design Standards along the north property line. He explained the requirements for an active property line are a 25-

MAY 20, 2008

foot landscape buffer and a 100-foot building setback. The applicant is requesting a 10-foot side setback and a 10-foot landscape buffer in lieu of the active setback and buffer along that property line. Without the relaxation of the active building setback of 100 feet, a building could not be constructed on site due to the 123-foot lot depth. Staff finds the requested buffer and setback acceptable due to the similar buffers imposed on the other PCD's in the area and the size of the subject property. He said staff believes the PUD meets the intent of the High Intensity Planned Development-Target Industry Future Land Use. Staff finds the requested rezone is compatible with the surrounding uses and existing development patterns of the area. The P&Z Commission met on April 2, 2008, and voted 5 to 1 to recommend approval of the request to rezone to PUD. Staff is also recommending approval of the request to rezone and approval of the Preliminary Master Plan and Development Order.

John Herbert, American Civil Engineering Company, applicant, addressed the Board to state he concurs with the staff recommendation.

No one spoke in support or in opposition.

District Commissioner Carey recommended approval of the request to rezone and approval of the Preliminary Master Plan and Development Order.

Motion by Commissioner Van Der Weide, seconded by Commissioner Dallari, to approve the Comfort Rooms rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development), by adoption of Ordinance #2008-25, as shown on page 1927, 0.37+/- acres located on the northeast corner of the intersection of Church Street and Elder Road; as described in the proof of publication, Stephen Ferrando, based on staff

findings; and approval of the Preliminary Master Plan and Development Order, as shown on page 1933.

Districts 1, 2, 3, 4 and 5 voted AYE.

PENINSULA AT ISLAND LAKE
REZONE/MICHAEL TOWERS

Proof of publication, as shown on page 1920, calling for a public hearing to consider the Peninsula at Island Lake rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling), 10.49+ acres located 500 feet east of the intersection of Marla Avenue and Adams Street, Michael Towers, received and filed.

Mr. Sikonia presented the request, stating the P&Z Commission met on April 2, 2008, and voted 6 to 0 to recommend approval of the request to rezone to R-1AA, and staff is also recommending approval to rezone to R-1AA (Single-Family Dwelling).

Michael Towers, Oakwood Construction and Development, applicant, addressed the Board to state he agrees with the staff recommendation. He clarified that around the edges of the lot is basically where the agricultural pieces are. What he is looking to do, because there is incompatibility between the R-1AA and agricultural, is to turn it around and zone it all R-1AA, and they will place a conservation easement over it. He said they are not looking for any increased square footage for buildable lots or anything else. He also said he had discussed with Commissioner Henley about upgrading Suniland Avenue. He clarified for the record that the project is located on the corner of Adams Street and Suniland Avenue (not Marla Avenue). He said he met with Commissioner Henley on site and looked at the requirement for bringing the road up to County standards. He stated this is an established residential neighborhood and

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07-_____.

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: <u>Comfort Rooms of Florida</u>	Name of Corporation: _____
Officers: <u>Stephen Ferrando</u>	Officers: _____
Address: <u>647 Progress Way Sanford FL</u>	Address: _____
Directors: <u>same</u>	Directors: _____
Address: _____	Address: _____
Shareholders: <u>same</u>	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	Beneficiaries: _____
Trustees: _____	Address: _____
Address: _____	_____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____ Name of Partnership: _____
Principal: _____ Principal: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: _____ Contract Vendee: _____
Name: _____ Name: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

_____ Date

S.P. Fernando

Owner, Agent, Applicant Signature

STATE OF FLORIDA -
COUNTY OF Seminole

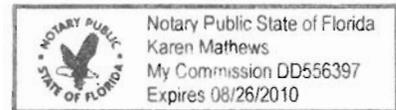
Sworn to (or affirmed) and subscribed before me this 10 day of September, 2008 by _____

Karen Mathews

Signature of Notary Public

Karen Mathews

Print, Type or Stamp Name of Notary Public



Personally Known _____ OR Produced Identification Yes
Type of Identification Produced Florida Drivers License

For Use by Planning & Development Staff	
Date: _____	Application Number: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Greenway Pointe PUD Parcel A, Aloma Walk Final Master Plan

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Austin Watkins

EXT: 7440

MOTION/RECOMMENDATION:

1. Approve the Final Master Plan and Developer's Commitment Agreement and authorize the Chairman to execute the Developer's Commitment Agreement for the Greenway Pointe PUD Parcel A, Aloma Walk, consisting of 14.00 ± acres, located on the northwest corner of the intersection of Aloma Avenue and Clayton's Crossing Way, based on staff findings (John Joyce, applicant); or
2. Deny the Final Master Plan and Developer's Commitment Agreement, consisting of 14.00 ± acres, located the the northwest corner of the intersection of Aloma Avenue and Clayton's Crossing Way (John Joyce, applicant); or
3. Continue the request until a time and date certain.

District 1 Bob Dallari

Austin Watkins

BACKGROUND:

The Greenway Pointe Planned Unit Development (PUD) was approved by the Seminole County Board of County Commissioners on October 12, 2004. On November 24, 2004, the Board approved the Greenway Pointe PUD Developer's Commitment Agreement. The Final Master Plan excluded "Tract A" and required that a separate Final Master Plan be completed at a later date.

The applicant is requesting approval of a Final Master Plan and Developer's Commitment Agreement for Tract A of the Greenway Pointe PUD. The proposed Final Master Plan contains 88,295 square feet, with 46,031 square feet of grocery store and 19,764 square feet of retail in the main anchor of the development, 5,500 square feet of retail/fast food in a separate building and three retail outparcels totaling 17,000 square feet. The Development Order allows for uses within the C-2 and R-4 zoning districts with the following exclusions: communication towers, lumber yards, mechanical garages, paint and body shops, auto repair, and billboards. Staff finds that the requested PUD Final Master Plan complies with all conditions outlined in the approved Development Order.

The northern property line is adjacent to the Medium Density Residential Future Land Use designation. Therefore, Section 30.1232 (Active/Passive Buffers) of the Seminole County Land Development Code applies. The applicant is requesting a waiver to the Active/Passive Buffering standards. Below is an outline of what is required per the Land Development Code and what the applicant is proposing:

North Landscape Active - Buffer

Seminole County Land Development Code Requirement

- 25' buffer
- 8 Canopy Trees per 100 linear feet
- 6' Brick or Masonry Wall

Requested Buffer Waiver

- 15' buffer
- 2.25 Canopy Trees per 100 linear feet
- 4.5 Understory Trees per 100 linear feet
- 38.25 Shrubs per 100 linear feet
- 6' Brick or Masonry Wall

Staff has reviewed the requested waiver to the Active/Passive Buffering Standards and finds that the requested buffer provides a similar level of opacity/screening and meets the intent of the Land Development Code. Therefore, Staff is recommending approval of the requested waiver to the Active/Passive Buffering Standards.

STAFF RECOMMENDATION:

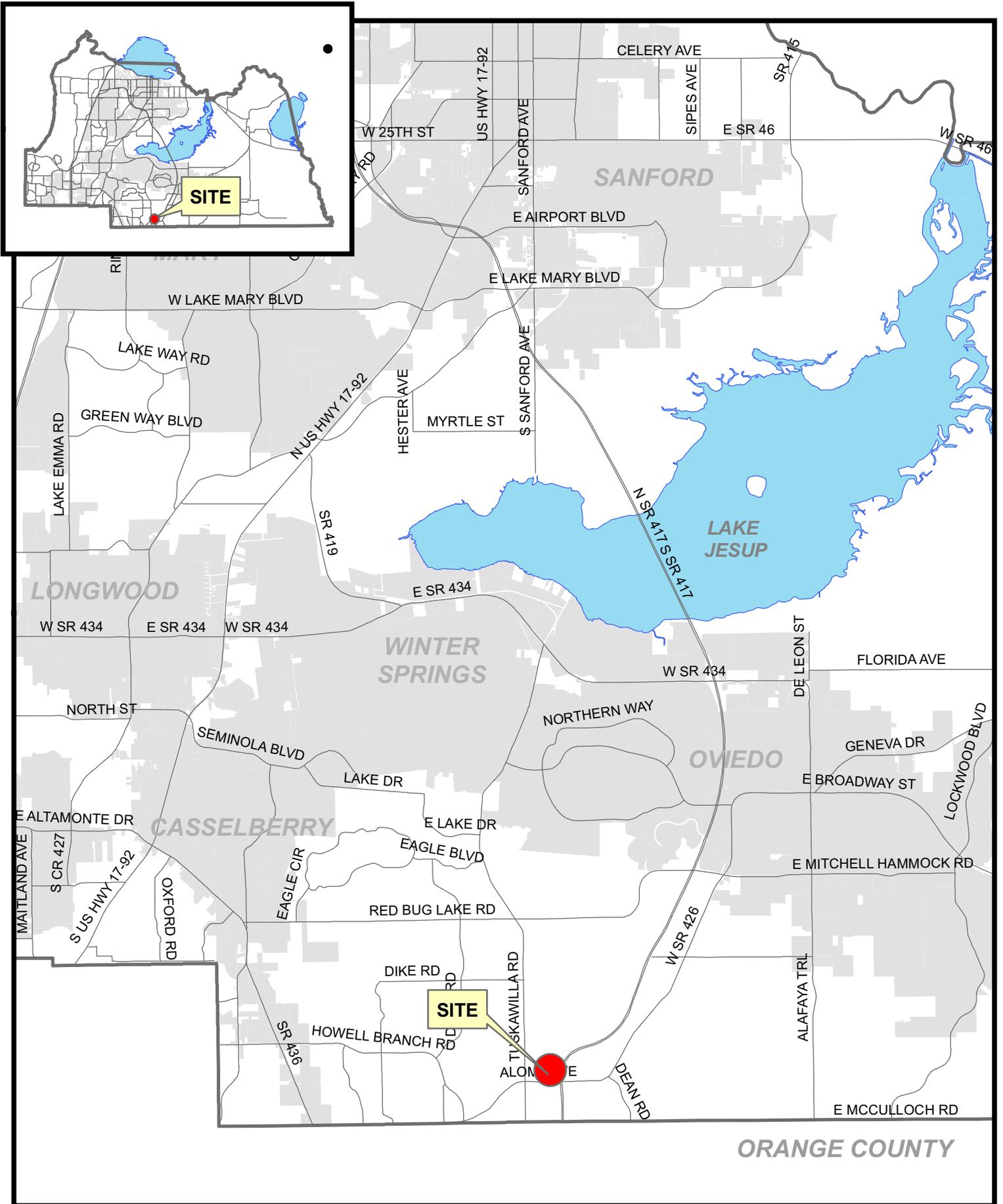
Staff recommends that the Board approve the requested Final Master Plan and Developer's Commitment Agreement for the Greenway Pointe PUD, Parcel A, Aloma Walk, consisting of 14.00 ± acres, located on the northwest corner of the intersection of Aloma Avenue and Clayton's Crossing Way.

ATTACHMENTS:

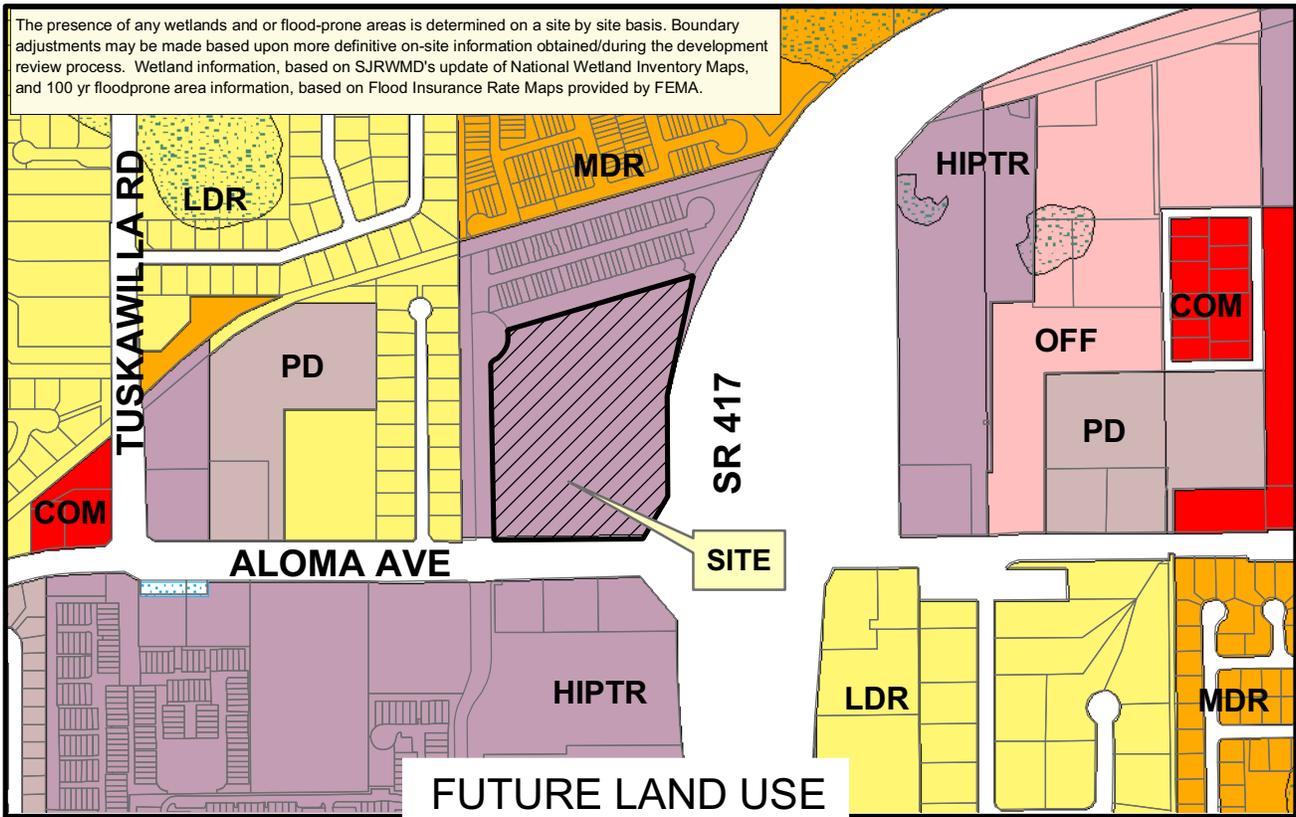
1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Final Master Plan
5. Developer Commitment Agreement
6. Development Order
7. BCC Rezone Minutes 10_12_2004
8. Ownership Disclosure Form
9. Applicant's Active/Passive Waiver Request

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)



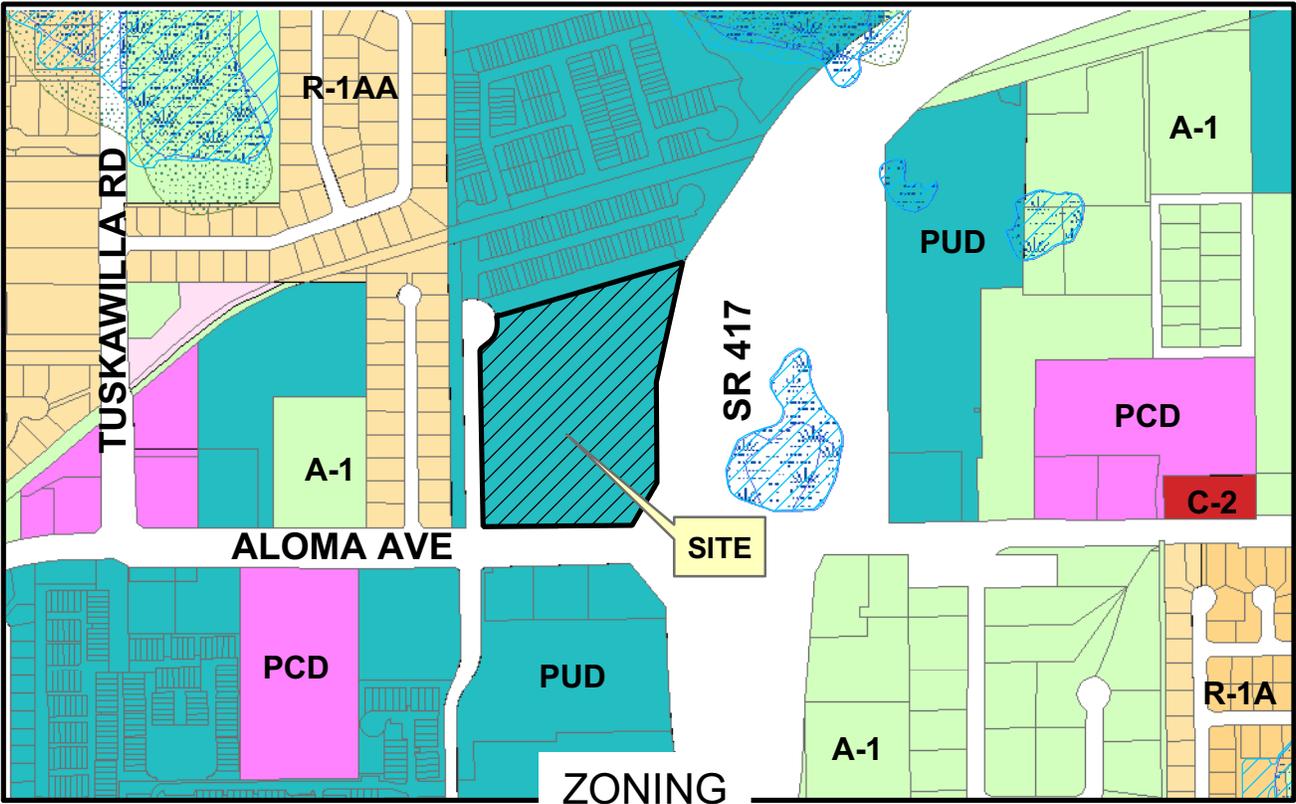
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Site
 LDR
 OFF
 MDR
 COM
 HIPTR
 CONS

Applicant: John Joyce
 Physical STR: 31-21-31-300-024A-0000
 Gross Acres: 14 +/- BCC District: 1
 Existing Use: vacant
 Special Notes: final masterplan

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-040	--	--



A-1
 R-1A
 R-1AA
 C-2
 PCU
 PUD
 FP-1
 W-1



Rezone No: Z2008-40
Final Master Plan

-  Parcel
-  Subject Property



Winter 2007 Color Aerials

SITE DATA:
 TRACT A OF THE GREENWAY POINTE PUD
 CURRENT LAND USE/ZONING: HIP-TR
 FUTURE LAND USE: 14 ACRES
 TOTAL SITE AREA: 46,031 S.F. GROCERY
 55,264 S.F. RETAIL
 17,000 S.F. FUTURE
 TOTAL = 88,295 S.F.

BUILDING AREA:
 PUBlix GROCERY 46,031 S.F.
 RETAIL A 10,164 S.F.
 RETAIL B 9,600 S.F.
 PARCEL A 5,000 S.F.
 PARCEL B 5,000 S.F.
 PARCEL C 7,000 S.F.

PARKING CALCULATIONS:
 REQ. CALC: 5 SPACES/1000 S.F. GROCERY
 5 SPACES/1000 S.F. RETAIL
 REQUIRED SPACES: 537
 SPACES PROVIDED: 530

STANDARD PARKING SIZE: 10'X20' (60' & 90')

HANDICAP PARKING SIZE: 12'X20' (N/A) (24'X22')

BUILDING SETBACKS:
 NORTHERN PROPERTY LINE 50'
 EASTERN PROPERTY LINE 25'
 SOUTHERN PROPERTY LINE 25'
 BUILDING HEIGHT LIMIT 35'
 SITE BUFFERS:
 SOUTHERN BOUNDARY 25' L.S. BUFFER
 EASTERN BOUNDARY 25' L.S. BUFFER
 NORTHERN BOUNDARY 15' L.S. BUFFER

OPEN SPACE:
 REQUIRED 3.5 AC (126%)
 PROVIDED 3.67 AC (126%)
 *OPEN SPACE ASSUMES PARCELS A, B & C INCLUDING THE BUFFER AREA ONLY (SEE OPEN SPACE CALCULATIONS THIS SHEET FOR DETAILS)

BUILDING COVERAGE:
 MAX. ALLOWABLE PROPOSED 4.9 AC (35%)
 2.03 AC (14.5%)

FLOOD ZONE CLASSIFICATION: ZONE X

UTILITIES:
 WATER, SEWER & REUSE, SEMINOLE COUNTY POWER, PROGRESS ENERGY

PERMITTED & PROHIBITED USES:
 PERMITTED AND SPECIAL EXCEPTION USES SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF C-2 AND R-4 WITH THE FOLLOWING EXCLUSIONS:
 COMMUNICATIONS TOWERS, LUMBER YARDS, MECHANICAL GARAGES, PAINT AND BODY SHOPS, AUTO REPAIR, & BILLBOARDS

OPEN SPACE CALCULATIONS:
 LANDSCAPE BUFFER AREA 0.02 AC.
 POND AREA 1.79 AC.
 OTHER OPEN SPACE (INCLUDING FUTURE PARCELS) 0.08 AC.
 PARKING LANDSCAPE AREA 0.53 AC.
 TOTAL 3.67 AC.

NOTE:
 TOTAL GREENWAY POINTE PUD AREA = 6877 AC.
 25% REQUIRED TREE PRESERVATION = 1719 AC.
 28.5% PROVIDED PRESERVED TREE AREA = 1958 AC.

AVERAGE DAILY TRIPS = 10,580
 BASED ON PROPOSED SQUARE FOOTAGE INCLUDING FAST FOOD FOR RETAIL C.

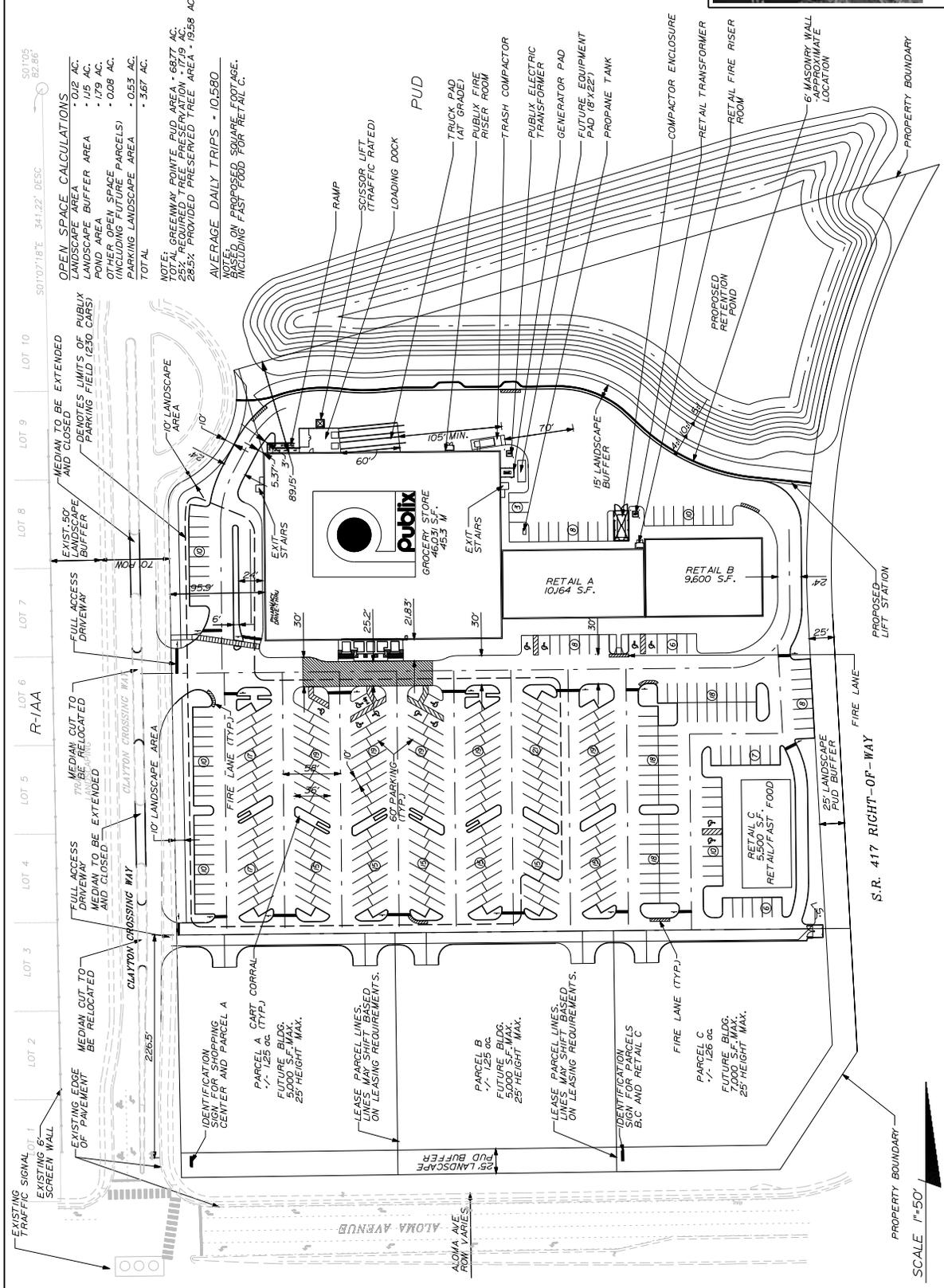
OPEN SPACE CALCULATIONS:
 LANDSCAPE BUFFER AREA 0.02 AC.
 POND AREA 1.79 AC.
 OTHER OPEN SPACE (INCLUDING FUTURE PARCELS) 0.08 AC.
 PARKING LANDSCAPE AREA 0.53 AC.
 TOTAL 3.67 AC.

NOTE:
 TOTAL GREENWAY POINTE PUD AREA = 6877 AC.
 25% REQUIRED TREE PRESERVATION = 1719 AC.
 28.5% PROVIDED PRESERVED TREE AREA = 1958 AC.

AVERAGE DAILY TRIPS = 10,580
 BASED ON PROPOSED SQUARE FOOTAGE INCLUDING FAST FOOD FOR RETAIL C.



LOCATION MAP
 SEMINOLE COUNTY, FLORIDA
 MASTER LAND USE PLAN
 ALOMA AVENUE WALK
 ALOMA AVENUE @ SR-417
 JOYCE DEVELOPMENT GROUP



DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILT"
 I hereby state that these "As-Built" were furnished to me by the contractor for these "As-Built" and before here to be in compliance with my knowledge and observations of the construction. This statement is based upon site observations of the construction.
 Contractor's Name: _____
 Signature: _____
 Registered Professional Engineer

BOWYER-SINGLETON & ASSOCIATES INCORPORATED
 200 S.W. 10th Avenue, Suite 1000, Ft. Lauderdale, FL 33304
 PHONE: (954) 525-1100 FAX: (954) 525-1101
 WWW.BSIA.COM

APPROVAL	DATE

REVISIONS

NO.	DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILT"
 I hereby state that these "As-Built" were furnished to me by the contractor for these "As-Built" and before here to be in compliance with my knowledge and observations of the construction. This statement is based upon site observations of the construction.
 Contractor's Name: _____
 Signature: _____
 Registered Professional Engineer

DATE: _____ BY: _____ DESCRIPTION: _____

**GREENWAY POINTE PUD
PARCEL A, ALOMA WALK FINAL MASTER PLAN
DEVELOPER'S COMMITMENT AGREEMENT**

On November 18, 2008, the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

1. LEGAL DESCRIPTION

This document addresses development within Parcel A of the legal description attached hereto as Exhibit A.

2. PROPERTY OWNER

Aloma Walk Commercial Venture, LLC
9822 Tapestry Park Circle
Suite 202
Jacksonville, FL 32246

3. STATEMENT OF BASIC FACTS

- A. Total Area: 14.00 Acres
- B. Zoning: Planned Unit Development (PUD)
- D. Intensity: 88,295 Square Feet
- E. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.
- F. The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the aforescribed property.

4. LAND USE BREAKDOWN

<i>LAND USE in Parcel A</i>	<i>AREA (acres)</i>	<i>% OF SITE</i>
Grocery, Retail, Buffers, Pond	14.00	100.00
TOTAL AREA	14.00	100.00

5. OPEN SPACE AND RECREATION AREAS

Gross Site Area: 14.00 acres
Required Open Space: 14.00 acres x 0.25 = 3.50 acres

Provided Open Space:
Landscape Area: 0.12 acres
Landscape Buffer Area: 1.15 acres
Pond Area: 1.79 acres
Parking Landscape: 0.53 acres
Total 3.59 acres

6. **BUILDING SETBACKS AND MAXIMUM ALLOWABLE BUILDING HEIGHT**

Building Height Limit	35'
Northern Property Line	50'
Eastern Property Line	25'
Western Property Line	25'
Southern Property Line	25'

7. **PERMITTED AND PROHIBITED USES**

Permitted and special exception uses shall be in accordance with the provisions of C-2 and R-4 with the following exclusions:

Communication Towers
Lumber Yards
Mechanical Garages
Paint and Body Shops
Auto Repair
Billboards

8. **LANDSCAPE & BUFFER CRITERIA**

East Property Line

- 25' landscape buffer.
- Minimum of 4 canopy trees and 5 understory trees per 100 linear feet

South Property Line

- 25' landscape buffer
- Minimum of 4 canopy trees, 12 understory trees and 48 shrubs per 100 linear feet

North Property Line

- 15' landscape buffer
- Minimum of 2.25 canopy trees, 4.5 understory trees, and 38.25 shrubs per 100 linear feet
- A 6' brick or masonry wall

All landscape buffers and common areas shall be designed pursuant to the requirements of the County's LDC, and shall be maintained by a property owners association.

9. **DEVELOPMENT COMMITMENTS**

- A. The development shall not exceed 88,295 square feet.
- B. Mechanical units shall be located and/or screened so as not to be visible from public right-of-way or adjoining single-family development.
- C. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development. The developer shall provide at a minimum one bicycle rack within 50 feet of the entrance to Retail B, C, Grocery Store and Parcels A, B and C.
- D. Existing trees that are preserved during construction may satisfy applicable landscaping requirements when they are located in the required buffer area.
- E. Outside bars shall be prohibited.

10. **WATER, SEWER AND STORMWATER**

WATER: Water services shall be provided by Seminole County.

SANITARY SEWER: Sanitary sewer shall be provided by Seminole County.

STORMWATER: Stormwater drainage and stormwater management shall be according to Seminole County's land development regulations.

FIRE PROTECTION: Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 1,250 gpm with 20 p.s.i. Fire hydrants shall be located according to Seminole County regulations.

11. **PHASING**

The commercial development will be constructed with Grocery & Retail buildings as Phase 1 and Parcels A, B and C as subsequent phases.

12. **STANDARD COMMITMENTS**

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- B. The conditions upon this development approval and commitments made as to this development approval have been accepted by and agreed to by the Owners of the property.
- C. The developer's commitment agreement touches and concerns the aforescribed property, and the conditions, commitments, and provisions of the developer's commitment agreement shall perpetually burden, run with, and follow the said property and be a servitude upon provisions and binding upon said property unless released in whole or by part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners of said property have expressly covenanted and agreed to this provision and all other terms and provisions of the developer's commitment agreement.
- D. The terms and provisions of the developer's commitment agreement are not severable, and in the event any portion of this developer's commitment agreement shall be found to be invalid or illegal, then the entire developer's commitment agreement shall be null and void.

**DONE AND ORDERED ON
THE DATE FIRST WRITTEN ABOVE**

By: _____
Brenda Carey, Chairman

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Aloma Walk Commercial Venture, LLC, on behalf of its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

Witness

Print Name

By: _____
John M. Joyce, Manager

Witness

Print Name

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John M. Joyce, on behalf of Aloma Walk Commercial Venture, LLC, who is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 20 ____.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

Exhibit A
Legal Description

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31, RUN SOUTH 01 DEGREES 07 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 31 AND ALONG THE EAST LINE OF THE BEAR CREEK PLAT, RECORDED IN PLAT BOOK 31, PAGES 54 & 55, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 1,409.51 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE SOUTH 01 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 82.86 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE SOUTH 01 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 341.22 FEET; THENCE NORTH 73 DEGREES 43 MINUTES 12 SECONDS EAST, A DISTANCE OF 195.87 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 73 DEGREES 43 MINUTES 12 SECONDS EAST A DISTANCE OF 746.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY ON THE WESTERLY RIGHT OF WAY OF SR 417 (EASTERN BELTWAY) AND HAVING A RADIUS OF 818.51 FEET, A CHORD BEARING OF SOUTH 13 DEGREES 20 MINUTES 52 SECONDS WEST AND A CENTRAL ANGLE OF 33 DEGREES 21 MINUTES 35 SECONDS; THENCE RUN ALONG SAID CURVE, 476.57 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03 DEGREES 13 MINUTES 57 SECONDS EAST A DISTANCE OF 445.41 FEET; THENCE SOUTH 33 DEGREES 10 MINUTES 36 SECONDS WEST A DISTANCE OF 143.25 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.R. 426 (ALOMA AVENUE); THENCE DEPARTING THE RIGHT OF WAY OF S.R. 417 RUN SOUTH 89 DEGREES 13 MINUTES 02 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF S.R. 426 A DISTANCE OF 607.98 FEET; THENCE DEPARTING THE SAID RIGHT OF WAY OF S.R. 426 RUN NORTH 01 DEGREES 07 MINUTES 18 SECONDS WEST A DISTANCE OF 684.66 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 64 DEGREES 39 MINUTES 22 SECONDS; THENCE RUN ALONG SAID CURVE A DISTANCE OF 28.21 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77 DEGREES 20 MINUTES 20 SECONDS; THENCE RUN ALONG SAID CURVE A DISTANCE OF 134.98 FEET TO THE POINT OF BEGINNING.

**Exhibit B
Final Master Plan**

SITE DATA:
 TRACT A OF THE GREENWAY POINTE PUD
 CURRENT LAND USE/ZONING: HIP-TR
 FUTURE LAND USE: 14 ACRES
 TOTAL SITE AREA: 46,031 S.F. GROCERY
 25,264 S.F. FUTURE
 17,000 S.F. RETAIL
 TOTAL = 88,295 S.F.

PARKING CALCULATIONS:
 REQ. CALC: 5 SPACES/1000 S.F. GROCERY
 5 SPACES/1000 S.F. RETAIL
 REQUIRED SPACES: 337
 SPACES PROVIDED: 330

STANDARD PARKING SIZE: 10'x20' (60' & 90')
HANDICAP PARKING SIZE: 12'x20' (14'x12')

BUILDING SETBACKS:
 NORTHERN PROPERTY LINE 50'
 EASTERN PROPERTY LINE 25'
 SOUTHERN PROPERTY LINE 25'
 BUILDING HEIGHT LIMIT 35'
SITE BUFFERS:
 SOUTHERN BOUNDARY 25' L.S. BUFFER
 EASTERN BOUNDARY 25' L.S. BUFFER
 NORTHERN BOUNDARY 15' L.S. BUFFER

OPEN SPACES:
 REQUIRED - PROVIDED 35 AC (125X)
 3.67 AC (125X)
 * OPEN SPACE ASSUMES PARCELS A, B & C INCLUDING THE BUFFER AREA ONLY (SEE OPEN SPACE CALCULATIONS THIS SHEET FOR DETAILS)

BUILDING COVERAGE:
 MAX. ALLOWABLE PROPOSED 49 AC (35X)
 2.03 AC (14.5X)

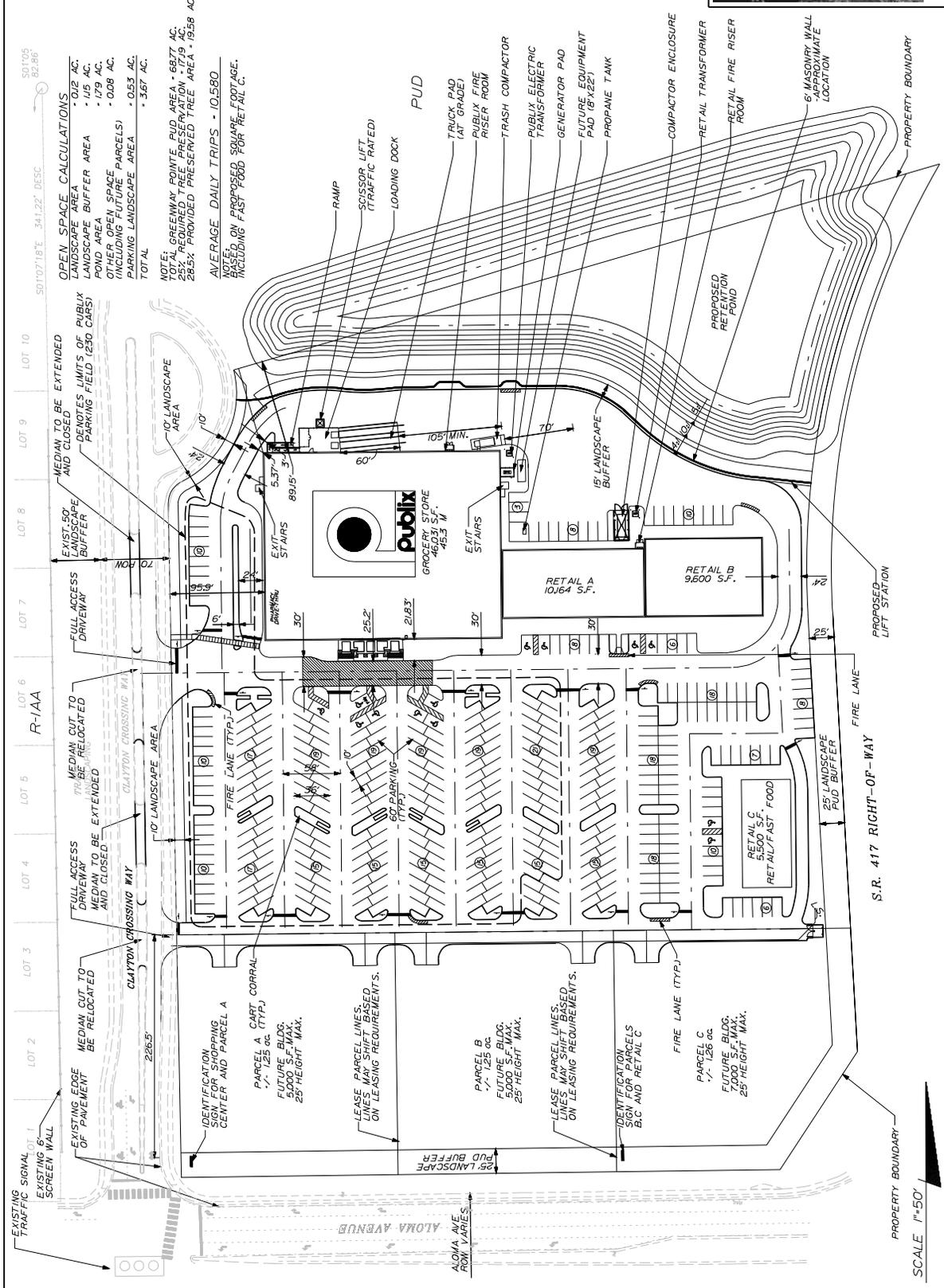
FLOOD ZONE CLASSIFICATION: ZONE X

UTILITIES:
 WATER, SEWER & REUSE; SEMINOLE COUNTY POWER; PROGRESS ENERGY

PERMITTED & PROHIBITED USES:
 PERMITTED AND SPECIAL EXCEPTION USES SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF C-2 AND R-4 WITH THE FOLLOWING EXCLUSIONS:
 COMMUNICATIONS TOWERS, LUMBER YARDS, MECHANICAL GARAGES, PAINT AND BODY SHOPS, AUTO REPAIR, & BILLBOARDS



LOCATION MAP
 DATE: JUL 2008
 DRAWN BY: MFC
 CHECKED BY: MFC
 SCALE: 1" = 150'
 FILE NAME: 08072008
 SHEET NO. 6 OF 6



SEMINOLE COUNTY
 MASTER LAND USE PLAN
 ALOMA WALK
 ALOMA AVENUE @ SR-417
 JOYCE DEVELOPMENT GROUP

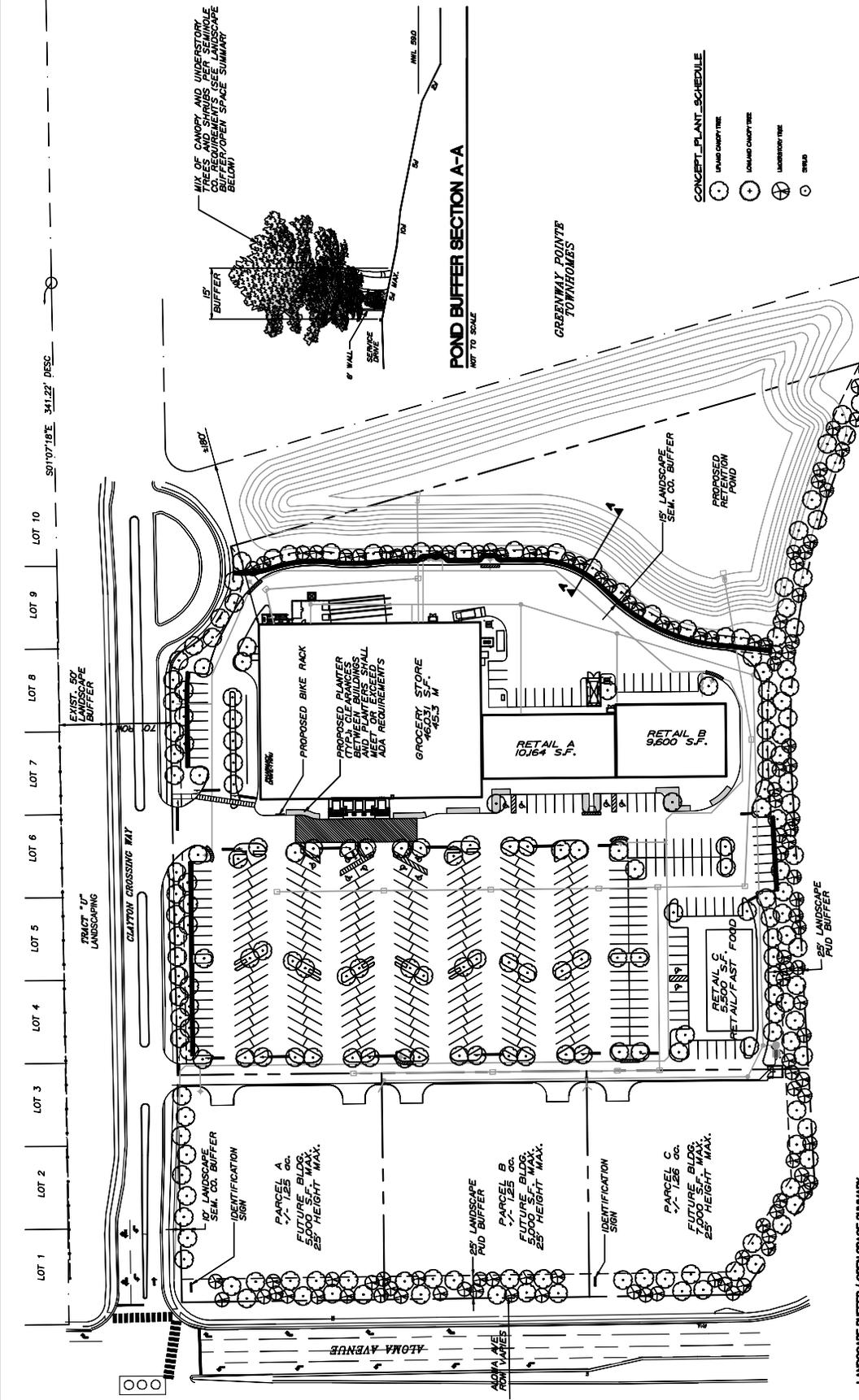
BOWYER-SINGLETON & ASSOCIATES INCORPORATED
 COMMERCIAL OFFICE: 285 SOUTH MERRILL AVENUE, SUITE 200, ORLANDO, FLORIDA 32801
 ORLANDO, FLORIDA 32801
 407.321.1111
 www.bowyer-singleton.com

DATE	REVISIONS	DESCRIPTION

CONTRACTOR "AS-BUILT"
 I hereby state that these "As-Built" were furnished to me by the contractor and that I have checked them and believe them to be in compliance with the requirements of the contract. This statement is based upon site observations of the construction.
 Contractor's Name: _____
 Registered Professional Engineer: _____

SCALE 1"=50'

CONCEPT LANDSCAPE PLAN



LANDSCAPE BUFFER / OPEN SPACE SUMMARY

LOCATION	TYPE	WIDTH	PLANTING
ALOMA AVE CORNER	25' LANDSCAPE BUFFER	25'	10' LANDSCAPE TREE, 10' SHRUB
TRACT 'U' LANDSCAPING	EXIST. 50' LANDSCAPE BUFFER	50'	10' LANDSCAPE TREE, 10' SHRUB
CLAYTON CROSSING WAY	25' LANDSCAPE BUFFER	25'	10' LANDSCAPE TREE, 10' SHRUB
15' LANDSCAPE SEM. CO. BUFFER	15'	10' LANDSCAPE TREE, 10' SHRUB	
25' LANDSCAPE RID BUFFER	25'	10' LANDSCAPE TREE, 10' SHRUB	

NOT TO SCALE

FILE #Z2004-035

DEVELOPMENT ORDER #04-20500004

**SEMINOLE COUNTY DEVELOPMENT
ORDER**

RETURN TO SANDY MCCANN

On October 12, 2004, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: CCCH Greenway N. Prop. LLC, et al

Project Name: GREENWAY POINTE

Requested Development Approval: Rezoning from A-1 (Agriculture) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: JEFF HOPPER
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 05520 PGS 1528-1533
FILE NUM 2004178907
RECORDED 11/18/2004 04:00:25 PM
RECORDING FEES 52.50
RECORDED BY J Eckenroth

BK 314 PG 1500



NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. Permitted and special exception uses in Tract A shall be in accordance with the provisions of C-2 and R-4, except that the following uses shall be prohibited:
 - communications towers
 - lumber yards
 - mechanical garages
 - paint and body shops
 - auto repair
 - billboards
- b. Residential density within the portion of Tract B lying north of the Cross-Seminole Trail shall be limited to a maximum of 10 units per net buildable acre. Permitted uses shall be fee simple townhouses, condominiums, single family homes, home occupations and home offices.
- c. Residential portions of the development shall not be designed or marketed as student housing.
- d. Balconies shall be prohibited on the sides of residential units that face the west or north property lines.
- e. Use of common areas shall be limited to open space, recreational amenities, and utility facilities serving all residents of the development.
- f. There shall be a 25-foot setback and landscaped buffer on upland areas adjacent to the west property line north of the Cross-Seminole Trail. The buffer shall contain a 6-foot brick or masonry wall and the following landscape plantings per 100 linear feet:
 - 8 canopy trees (min. 3" diameter measured 1 foot above ground)
 - 9 understory trees (min. 6' in height, 1½" diameter measured 1 foot above ground)
 - 24 shrubs
- g. There shall be a 50-foot setback and landscaped buffer adjacent to the west property line south of the Cross-Seminole Trail. The buffer shall contain a 6-foot brick or masonry wall and the following landscape plantings per 100 linear feet:
 - 8 canopy trees (min. 3" diameter measured 1 foot above ground)
 - 12 understory trees (min. 6' in height, 1½" diameter measured 1 foot above ground)
 - 48 shrubs

- h. There shall be a 25-foot buffer adjacent to SR 417 and a 15-foot buffer adjacent to the Cross-Seminole Trail. Landscape planting requirements shall be determined at Final Master Plan.
- i. Existing vegetation of appropriate type, size and location may count toward buffer requirements stated herein.
- j. Nonresidential building height shall be limited to 35 feet. Setbacks from the west property line within the HIP area shall be as follows:
 - 50 feet for 1-story buildings
 - 100 feet for 2-story buildings
 - 120 feet for 3-story buildings
- k. Residential units shall be set back a minimum of 20 feet from front lot lines (if applicable) or nearest edge of the sidewalk, whichever distance is less.
- l. Front walls of townhouse units shall be staggered.
- m. Mechanical units shall be located and/or screened so as not to be visible from SR 426 or adjoining single family development.
- n. A minimum of twenty-five (25) percent of the project area must be designated as usable common open space per the requirements of the Land Development Code. Wet retention areas to be counted as open space shall be amenitized in accordance with the design criteria of Section 30.1344 of the Land Development Code. The applicant shall demonstrate on the Final PUD Master Plan that the open space requirements have been met.
- o. All landscape buffers and common areas shall be maintained by a homeowners association.
- p. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to public sidewalks outside the development.
- q. Outdoor lighting adjacent to the west and north property boundaries will be limited to decorative lighting affixed to the fronts of buildings. Security lighting with motion sensors shall be permitted on any part of the site.
- r. At Final Master Plan, the applicant shall demonstrate that 25 percent of trees on the site are being preserved.
- s. Active recreational uses shall be set back 200 feet from the north and west property lines.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

FILE #Z2004-035

DEVELOPMENT ORDER #04-20500004

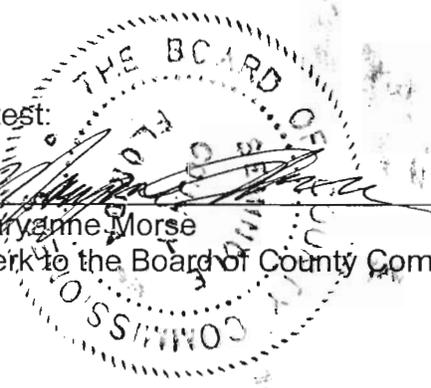
Done and Ordered on the date first written above.

By: _____


Daryl G. McLain
Chairman
Board of County Commissioners

Attest:


Maryanne Morse
Clerk to the Board of County Commissioners



OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, CCCH Greenway N. Prop. LLC, on behalf of itself and its successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Cesar Michquiri

Witness

Cesar Michquiri

Print Name

Charles W. Clayton, Jr.

Charles W. Clayton Jr.
Managing Partner

Susan M. Bone

Witness

Susan M. Bone

Print Name

STATE OF FLORIDA

COUNTY OF SEMINOLE

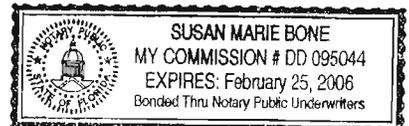
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES W. CLAYTON JR., and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of October, 2004.

Susan M. Bone

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



FILE #Z2004-035

DEVELOPMENT ORDER #04-20500004

EXHIBIT A

LEGAL DESCRIPTION:

LEG SEC 31 TWP 21S RGE 31E W 5/8 OF NW 1/4 LYING N OF RR (LESS EXPRESSWAY)

AND

LEG SEC 31 TWP 21S RGE 31E THAT PT OF NW 1/4 LYING S OF RR & WLY OF EXPRESSWAY

**REZONE FROM A-1 TO PUD/WILLIAM T.
BUCKLEY/CCCH GREENWAY N. PROP., LLC, ET AL**

—
Proof of publication, as shown on page _____, calling for a public hearing to consider adopting an Ordinance to rezone from A-1 (Agriculture) to PUD (Planned Unit Development) located at the northwest corner of SR 426 and SR 417, and authorize the Chairman to execute the Development Order, William T. Buckley/CCCH Greenway N. Prop., LLC, et al, received and filed.

Jeff Hopper, Senior Planner, addressed the Board to present the request, advising staff is recommending approval subject to the conditions in the staff report.

Mr. Hopper advised Commissioner Morris that restrictions were put on the C-2. Whereupon, Commissioner Morris said he hopes staff also restricted billboards in the C-2.

Mr. West advised Commissioner Morris that the trail would be in the middle of the townhouse tract. There will be a wall on the west property line.

Commissioner Maloy gave a history of the project.

William T. Buckley, Florida Land Design, representing Charles W. Clayton, addressed the Board to state they are seeking approval of the PUD development plan. They have submitted the final development plan and details of what they are planning on doing. He said in this case, they are seeking to rezone the entire property. He agrees with staff on the proposed conditions. He stated when they come for the final plan approval they will propose just a townhouse project on the property at this time. They are proposing a net density of approximately 7.5 units per acre. This is intended to be a gated community. The trail easement is 80 feet wide through the property

and they are proposing to landscape 15 feet on either side of it. They are keeping the recreational areas as far to the east as possible.

Mr. Buckley showed the site plan (plans received and filed) of the preliminary subdivision and briefly described the project.

Upon inquiry by Commissioners Maloy and Morris, Mr. Buckley said they have no objections to prohibiting billboards and cell towers.

No one spoke in support or in opposition.

Chairman McLain conferred with District Commissioner Maloy and directed Mr. Grace to see if he can speed the process and get this item on the November 9, 2004, agenda for the final site plan approval.

Motion by Commissioner Maloy, seconded by Commissioner Van Der Weide, to enact Ordinance #2004-43, as shown on page _____, approving the requested rezoning from A-1 (Agriculture) to PUD (Planned Unit Development), located at the northwest corner of SR 426 and SR 417, and authorize the Chairman to execute the Development Order, as shown on page _____; as described in the proof of publication, William T. Buckley/CCCH Greenway N. Prop., LLC, et al, with billboards as a prohibited use and with the staff recommendations.

Districts 1, 2, 3, 4 and 5 voted AYE.

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: Aloma Walk Commercial Venture Name of Partnership: _____
Principal: John Joyce Principal: _____
Address: 9822 Tapes Key Park Circle #202 Address: _____
Jacksonville FL 32246 (Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: _____ Contract Vendee: _____
Name: _____ Name: _____
Address: _____ Address: _____
(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

08/25/08
Date

John M. Joyce
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 25 day of August, 2008 by John Joyce

Dana Slyh
Signature of Notary Public

Dana Slyh
Print, Type or Stamp Name of Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced ~



For Use by Planning & Development Staff
Date: _____ Application Number: _____



520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
407-843-5120 FAX: 407-649-8664 WWW.BSACORPORATE.COM

September 26, 2008

File No.: WIND-1

Mr. Austin Watkins
Planning Division
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Subject: **Greenway Pointe PUD Final Master Plan Parcel A / Aloma Walk
Project No.: 08-21000003
Active/Passive Buffer Waiver Request**

Dear Mr. Watkins:

This request is submitted in conjunction with re-submittal of the Master Plan and specifically addresses staff comment Number 11.

We are requesting a waiver from the Seminole County Active/ Passive buffer requirements. We are proposing to meet what the County recommended buffer standards show. We are proposing a 15' buffer including 2.25 canopy trees for the northern property line buffer area, 4.5 understory trees and 38.25 shrubs per 100 linear feet of buffer. Also, per staffs' recommendation we have added a 6' masonry wall within the 15' landscape buffer. The exact location of the wall will be determined with final engineering based on the utility layout.

North Landscape Buffer (Per Seminole County LDC)

As Required by Land Development Code:

- 1 Story Building = 25' wide
- 2 Story Building + = 50' wide
- 8 Canopy Trees per 100' (2.5" in diameter at 1' above ground)
- 6' Brick or Masonry Wall

North Landscape Buffer (Per Seminole County Review Staff Criteria)

- 15' Wide Buffer
- 2.25 Canopy Trees per 100'
- 4.5 Understory Trees per 100'
- 38.25 Shrubs per 100'
- 6' Brick or Masonry Wall

Austin Watkins
September 26, 2008
Page 2 of 2

Please let us know if this information sufficiently addresses your concerns thereby allowing you to approve this Active / Passive Buffer Waiver request. Should you have any questions or require additional information, please contact our office at (407) 843-5120.

Sincerely,



FR Nicole P. Stalder, P.E.
Project Manager

NPS:lmb
WIND1/AdminJobs/Corr/9001
Enclosures

c: Thomas J. Murray, Windcrest Development Group, Inc.
Craig Buchanan, Windcrest Development Group, Inc.
John Joyce, Joyce Development Group, Inc.
Blaine Miller, Cuhaci & Petersen Architects
Chris Boehmer, Miller Legg
M. Scott Stearns, P.E., Bowyer-Singleton & Associates, Inc.
Permit File

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Code Enforcement Lien, Case # 08-120-CEB, Request for Reduction of Penalty, HSBC Bank

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Carolyn Jane Spencer

EXT:

MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien from \$12,000.00 to \$5,409.84 which represents a 60% reduction of the total lien plus administrative costs of \$609.84 for Case # 08-120-CEB on the property located at 3549 Moss Pointe Place, Lake Mary – HSBC Bank, USA, Trustee, and require these costs to be paid within 60 days or the lien will revert to its original amount (\$12,000.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals \$12,000.00 to an amount set by the Board of County Commissioners for Case # 08-120-CEB on the property located at 3549 Moss Pointe Place, Lake Mary - HSBC Bank, USA, Trustee, and require this reduced amount to be paid within 60 days or the lien will revert to its original amount (\$12,000.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve the request to waive the Code Enforcement Board lien which totals \$12,000.00 for Case # 08-120-CEB on the property located at 3549 Moss Pointe Place, Lake Mary - HSBC Bank, USA, Trustee, and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of \$12,000.00 for Case # 08-120-CEB on the property located at 3549 Moss Pointe Place, Lake Mary - HSBC Bank, USA, Trustee, and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 4 Carlton D. Henley

Tina Williamson

BACKGROUND:

In accordance with Section 3.20 of the Seminole County Administrative Code, the Deputy County Manager requests that the following lien reduction request be processed.

In response to a complaint, on April 28, 2008, the Code Enforcement Officer observed the following violation located at 3549 Moss Pointe Place, Lake Mary: Uncultivated vegetation in excess of 24” in height and located within 75’ from any structure in violation of Seminole County Code Section 95.4, as defined in Section 95. (h).

The timeline on these violations is below:

DATE	ACTION	RESULT
April 28, 2008 & May 13, 2008	Notices of Violation issued to Respondent.	Violation remains.
June 12, 2008	Statement of Violation and Request for Hearing.	Filed by Code Enforcement Officer.
July 9, 2008	Notice of Hearing mailed to Respondent.	Signed certified mail receipt returned to Clerk dated July 14, 2008. Property also posted on July 14, 2008.
July 24, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by Code Enforcement Board giving a compliance date of August 4, 2008 with a fine of \$150.00 per day if violation is not corrected by compliance date. Signed certified mail receipt returned to Clerk dated August 1, 2008 for letter enclosing Order.
August 5, 2008	Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection on August 5, 2008.	Violation remains. Signed certified mail receipt returned to Clerk dated August 15, 2008 for letter enclosing Affidavit of Non-Compliance and Notice of September 25, 2008 Hearing to impose lien.
September 25, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien.	Order entered by the Code Enforcement Board imposing a lien of \$7,800.00 with fine continuing to accrue at \$150.00 per day until compliance is obtained. Signed certified mail receipt returned to Clerk dated October 3, 2008 for letter enclosing Order.
October 24, 2008	Affidavit of Compliance filed by Code Enforcement Officer after reinspection on October 24, 2008.	Violation corrected. Lien totals \$12,000.00 for 80 days of non-compliance.
October 27, 2008	Request for Reduction received.	Request for Reduction received with a Contract for Sale attached requiring this item to be fast tracked.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.
2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.
3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.

4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is **\$211,373.00**. The lien totals **\$12,000.00**.

5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board reduce the amount of the lien in the amount of \$12,000.00.00 to \$4,800.00 (60% reduction of the total lien amount) plus the administrative costs of \$609.84 for a total of \$5,409.84 for the property located at 3549 Moss Pointe Place, Lake Mary, based on the following facts:

1) Based on established Planning procedures, a violation of this type, uncultivated vegetation, in non-compliance for 80 days would warrant a 60% reduction of lien.

Staff further recommends that this amount, \$5,409.84, be paid within 60 days or the lien will revert to its original amount (\$12,000.00) and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

ATTACHMENTS:

1. Statement of Violation
2. Notice of Hearing
3. Findings of Fact
4. Affidavit of Non-Compliance
5. Order imposing Lien
6. Affidavit of Compliance
7. Request for Reduction w/ Contract for Sale
8. Property Appraiser Data
9. Estimate of Costs SCSO
10. Estimate of Cost - Planning & SCSO
11. Satisfaction of Lien

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CEB NO. 08-126 -CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code, Chapter 95, Section 95.4 as defined Section 95.3 (h).**

LOCATION/ADDRESS WHERE VIOLATION EXISTS: **18-20-30-514-0000-0160
3549 Moss Pointe Pl., Lake Mary
Seminole County**

Commission District: **4**
Sheriff's North Region

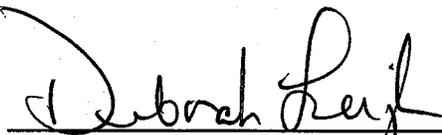
NAME AND ADDRESS OF OWNER: **HSBC Bank USA, Trustee, FBO
7105 Corporate Dr.
Plano, TX 75024**

DESCRIPTION OF VIOLATION: **Uncultivated vegetation in excess of 24" in height, located within 75' of a structure.**

DATE VIOLATION FIRST OBSERVED: **April 28, 2008**
DATE 1ST NOTICE OF VIOLATION: **April 28, 2008**
DATE VIOLATION TO BE CORRECTED: **May 12, 2008**
DATE OF REINSPECTION: **May 13, 2008**
DATE 2ND NOTICE OF VIOLATION: **May 13, 2008**
DATE VIOLATION TO BE CORRECTED: **May 28, 2008**
DATE OF REINSPECTION: **June 12, 2008**
INSPECTION RESULTS: **Uncultivated vegetation still remains on the property.**

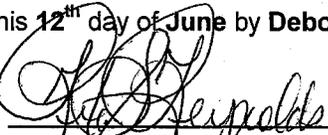
Based upon the foregoing, the undersigned Code Enforcement Officer hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

DATED THIS 12th DAY OF JUNE 2008

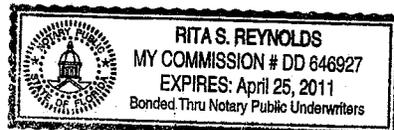

Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 12th day of June by Deborah Leigh, who is personally known to me.


Notary Public in and for the
County and State Aforementioned
My commission expires:

CAFÉ REPORT #: 2008CE002217



**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political subdivision
of the State of Florida,

CASE NO – 08-120-CEB

Petitioner,

vs.

**HSBC BANK USA, TRUSTEE, FBO
PARCEL I.D. NO – 18-20-30-514-0000-0160**

Respondent.



NOTICE OF HEARING

**To: HSBC BANK USA, TRUSTEE, FBO
7105 CORPORATE DRIVE
PLANO, TX 75024**

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY, the 24th day of July 2008**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

- 1) UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' OF A STRUCTURE**

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

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

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

DATED this 9th day of July 2008.

Jane Spencer
Clerk to the Code Enforcement Board
Seminole County, Florida

A handwritten signature in cursive script, appearing to read "Jane Spencer", written over a horizontal line.

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 08-120-CEB

Petitioner,
vs.

**HSBC BANK USA, TRUSTEE, FBO
PARCEL I.D. NO - 18-20-30-514-0000-0160**

Respondent.

**CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL**

BY: [Signature]
DATE: 7-29-08

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-120-CEB, it is determined that the Respondent is:

- (a) the owner of record of the property (Tax Parcel ID # 18-20-30-514-0000-0160) located at 3549 Moss Pointe Place, Lake Mary, located in Seminole County and legally described as follows:

LEG LOT 16 HIGHLANDS OF LAKE MARY
PB 47 PGS 52 THRU 54

- (b) in possession or control of the property, and
- (c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h)

It is hereby ordered that the Respondent shall correct the violation on or before August 4, 2008. In order to correct the violation, the Respondent shall take the following remedial action:

- 1) REMOVE THE UNCULTIVATED VEGETATION OVER 24" IN HEIGHT AND LOCATED WITHIN 75' FROM A STRUCTURE

If the Respondent does not comply with the Order, a fine of \$ 150.00 per day will be imposed for each day the violation continues or is repeated after compliance past August 4, 2008.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

RETURN TO SANDY MCCANN

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 24th day of July 2008, in Seminole County, Florida.

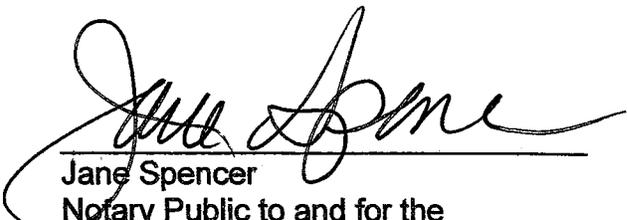
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



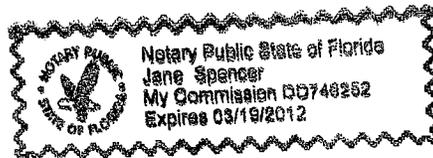
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of July 2008, by Tom Hagood, who is personally known to me.



Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



MARJORIE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07071 Pgs 0653 - 654; (2pgs)
CLERK'S # 2008110961
RECORDED 09/30/2008 02:12:17 PM
RECORDING FEES 18.50
RECORDED BY G Harford

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political
Subdivision of the State of Florida,

CASE NO. 08-120-CEB

Petitioner,

vs.

HSBC BANK USA, TRUSTEE
PARCEL I.D. NO - 18-20-30-514-0000-0160

Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY
BY: *[Signature]*
DATE: 9/29/08

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel I.D. # 18-20-30-514-0000-0160) located at 3549 Moss Pointe Place, Lake Mary, located in Seminole County and legally described as follows:

LEG LOT 16 HIGHLANDS OF LAKE MARY
PB 47 PGS 52 THRU 54

This case came on for public hearing before the Code Enforcement Board of Seminole County on July 24, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h).

Said Order stated that a fine in the amount of \$150.00 per day would be imposed if the Respondent did not take certain corrective action by August 4, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on August 5, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated July 24, 2008, the Board orders that a lien in the amount of **\$7,800.00** for 52 days of non-compliance at \$150.00 per day, from August 5, 2008 through and including September 25, 2008, be imposed; and the fine shall

continue to accrue at **\$150.00** per day for each day the violation continues or is repeated past September 25, 2008.

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 25th day September 2008, in Seminole County, Florida.

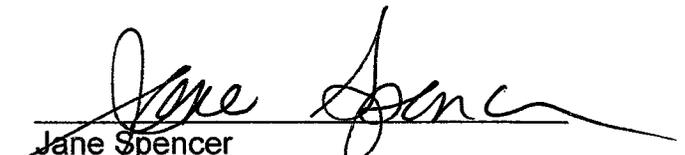
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 25th day of September 2008, by Tom Hagood, who is personally known to me.



Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of
Florida,

CASE NO: 08-120-CEB

Petitioner,

vs.

HSBC Bank USA, Trustee, FBO,
18-20-30-514-0000-0160,

Respondent.

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **July 24, 2008**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **August 4, 2008**.
3. That a reinspection was performed on **October 24, 2008**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that **the uncultivated vegetation has been removed from the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this 24th day of October 2008.

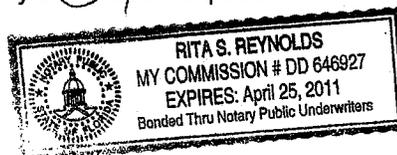
Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of **October 2008**, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Notary Public in and for the County
and State Aforementioned
My commission expires:

AFF.COM



SEMINOLE COUNTY
CODE ENFORCEMENT BOARD
CASE NO. 08-120-CEB

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: HSBC (Country Wide Home Loans)

Property Address: 3549 Moss Pointe Pl
Lake Mary, FL 32746

Phone number(s) where you can be reached during the day: Bridgette Swinden (912) 788-8105

Is the property now in compliance? YES NO
(If No, explain in detail) _____

Are you claiming a financial hardship? YES NO
Are you claiming a medical hardship? YES NO

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: First Preston Management - Bridgette Swinden
Relationship: Foreclosure Management Company
for HSBC - Country Wide Home Loans

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Bridgette Swinden, do hereby submit this REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of penalty imposed and in support offer the following statement:

Property was foreclosed by Country Wide (HSBC) Home Loans in 9/2007. Due to eviction issues, First Preston did not have access to the property until 8/2/08. Please review attached documentation for dates, and grass cut services. Country Wide Home Loans did receive the code violation notices, but due to the volume, our office did not receive notice until the title company prepared for closing. A local real estate agent is ready to close, and occupy the property, as her personal home. Please reduce the fines, and issue the Release of Lien at the receipt of payment.

Thank you.

Date: 10/23/08

Signed: Bridgette Swinden

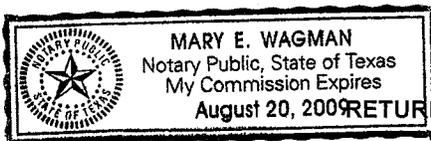
Print Name: Bridgette Swinden

STATE OF ~~FLORIDA~~ Texas
COUNTY OF ~~SEMINOLE~~ Dallas

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, _____, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced _____ as identification and did take an oath.

Date: 10-23-08

Mary E. Wagoner
Notary Public
My commission expires: 8-20-09



UNCOMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

"As Is" Contract For Sale And Purchase

"As Is"

1* PARTIES: Of Record Courtywide Initial MSN 9/22/08 (Seller),
2* and Maria S. McNell (Buyer)

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:
6* (a) Legal description of the Real Property located in Seminole County, Florida:
7* Leg. Lot 16 Highlands of Lake Mary PB 47 PGS.52 thru 54
8* (b) Street address, city, zip, of the Property: 3549 Moss Pointe Place, Lake Mary, FL 32748
9* (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
10* specifically excluded below.
11* Other items included are: Per MLS# 04869961, Refrigerator, Stove, Dishwasher, Washer, Dryer
12*
13* Items of Personal Property (and leased items, if any) excluded are:
14*

15* II. PURCHASE PRICE (U.S. currency): \$ 202,800.00
16* PAYMENT:
17* (a) Deposit held in escrow by Principle Title ("Escrow Agent") in the amount of (checks subject to clearance) \$ 2,500.00
18* Escrow Agent's address: 1893 Edgewater Dr. Orlando, FL 32804 Phone: 407-650-3912
19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of \$ 162,740.00
20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$
21* (d) Other: \$
22* (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
23* to adjustments or prorations \$ 38,660.00

24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
25* (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26* before 9/18/2008, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-
27* wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.
28* (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29* final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30* acceptance of this offer or, if applicable, the final counteroffer.

31 IV. FINANCING:
32* (a) This is a cash transaction with no contingencies for financing;
33* (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
34* the Property ("Loan Approval") within 30 days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
35* ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
36* exceed 6.25 %, and for a term of 30 years. Buyer will make application within 5 days (if blank, then 5 days) after Effective Date.
37* BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval
38* Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
39* not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
40* lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
41* real estate licensee(s), and Closing Agent.
42* SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
43* delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
44* notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
45* DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval
46* by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
47* Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
48* ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
49* fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
50* returned to Buyer.
51* (c) Assumption of existing mortgage (see rider for terms); or
52* (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses for terms).

53* V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
54* exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
55* (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
56* (2) Buyer at Buyer's expense. 30 Days From Seller Execution Initial MSN 9/22/08

57* (CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 10/21/2008 ("Closing"), unless
59* modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
60* extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
61* insurance. If such conditions continue more than 14 days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
67* addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for _____
68* Residential _____ purpose(s).

69 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard
71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
72 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions
74 of this Contract in conflict with them.

75* X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may
76* assign but not be released from liability under this Contract; or may not assign this Contract.

77 XI. DISCLOSURES:

78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
79 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
80* as of Closing, shall be paid as follows: by Seller at closing by Buyer (if left blank, then Seller at Closing). If the amount of any
81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons
84 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

89 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.

92 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
93 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP
94 OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
95 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

97 XII. MAXIMUM REPAIR COSTS: DELETED

98* XIII. HOME WARRANTY: Seller Buyer N/A will pay for a home warranty plan issued by _____
99* at a cost not to exceed \$_____.

100* XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have 10 days from Effective Date ("Inspection Period") within
101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the
102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;
104 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract
105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely
106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of
107 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel
108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,
109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements
110 required by Buyer's lender.

111 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:
112* CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE
113* INSULATION EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) Other Comprehensive Rider Provisions Addenda
114* Special Clause(s): Real Estate Purchase Addendum, Home Inspection Policy, Home Inspection Request.

115* Countrywide Home Loan-Addendum to Contract, Addendum to Contract of Sale (Verifying non-
116* affiliation with Seller, Water Damage, Toxic Mold & Environmental Disclosure, Release &
117* Indemnification Agreement, Lead -Based Paint Disclosure Addendum

118* _____
119* _____
120* _____
121* _____
122* _____
123* _____
124* _____
125* _____

126 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy
127 of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

128
129

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130
131
132
133
134

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a
particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining
positions of all interested persons.

AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135* Maria S. McNeill 9/18/08 First Preston, L.P.
 136 (BUYER) (DATE) (SELLER) As Agent for Countrywide Home Loans (DATE)

137* _____ 9/29/08
 138 (BUYER) (DATE) (SELLER) Richard Watts, Senior Vice President (DATE)

139* Buyers' address for purposes of notice 1086 Edmiston Place Sellers' address for purposes of notice 7105 Corp Dr.
 140* Longwood, FL 32779 Plano, Tx 75024

141* _____ Phone _____ Phone _____

142 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
 143 this Contract:
 144* Name: Weichert Realtors, Hallmark Properties Weichert Realtors, Hallmark Properties
 145 Cooperating Brokers, if any Listing Broker



Case Summary | Step History | Case Notes | Attachments | Case File | Case Contacts | Property Expenses | Notifications

Case Summary



Search: Case #

Summary

Property Management

Acquisition

Marketing

Closing

Case Number	1310-405129	Step Number	8	Step Date	10/01/2008
Address	3549 MOSS POINTE PL	HOM Code		Foreclosure Sale Date	
Address2		Zip	32746	Redemption Date	
City	LAKE MARY	State	FL-Florida	Principal Loan Balance	
County	SEMINOLE	Subdivision		Loan Type	
Lot Number		Square/Block		Acquisition Date	07/14/2008
Plat		Section	JULIAN BOTERO	Feed Received Date	07/14/2008
Map Key		Area Code		Returned Asset Archive Date	
REO ID	216794	REO Type		Returned Asset Reference	1310-383836
Property Type	Single Family	Investor	No	Reconveyed	No
Loan Number		Mortgagor Name		Co-Mortgagor Name	

PMC	First Preston-CW/Florida	PMC Assigned Date	07/14/2008	PMC Closed Notification Recd Date	
Occupied	<input checked="" type="checkbox"/>				

Parcel Number	Tax Number	Taxes Due	Taxes Paid
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Listing Broker

Name	Weichert Realtors-Hallmark Properties
Address	937 N Magnolia Ave.



HOME LOANS

7105 CORPORATE DRIVE, MS PTX-C-35
PLANO, TEXAS 75024

The undersigned, a duly appointed and acting as Senior Vice President of Countrywide Home Loans, Inc. (the "Corporation") certified on behalf of the Corporation as follows:

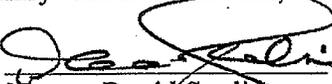
Pursuant to that certain Master Listing Agreement (the "Agreement") with First Preston Management Inc. ("First Preston"), the Corporation has contracted with First Preston to manage and market certain properties that are owned or under the control of the Corporation. As such, First Preston is authorized to perform services necessary to protect and preserve the assets including, but not limited to, securing, inspections, establishing utilities, performing property management services, and to execute documents related to the management and sale of those properties. This certification creates no rights separate and apart from the Agreement.

First Preston is not authorized to execute a deed transferring title to a purchaser or the approval of a HUD Settlement Statement. The deed and HUD will require the signature of an authorized Countrywide official.

This certification shall remain in full force and effect from the date of signing until six months thereafter.

In witness whereof, I have hereunto signed my name on this September 25, 2007.

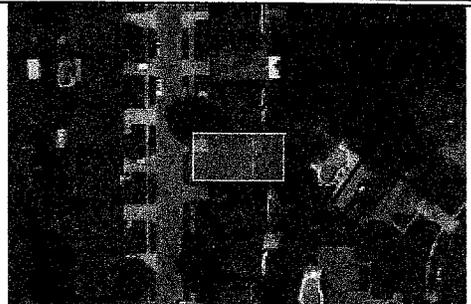
Countrywide Home Loans, Inc.

By: 

Name: David Sunlin

Title: Senior Vice President

Date: September 25, 2007

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-666-7506</p>	<table border="1" style="border-collapse: collapse;"> <tr><td style="width:20px;">73</td><td rowspan="10" style="writing-mode: vertical-rl; transform: rotate(180deg);">MOSS POINTE PL</td><td style="width:20px;">19</td><td rowspan="10" style="text-align: center;">A</td></tr> <tr><td>72</td><td>18</td></tr> <tr><td>71</td><td>17</td></tr> <tr><td>70</td><td>16</td></tr> <tr><td>69</td><td>15</td></tr> <tr><td>68</td><td>14</td></tr> <tr><td>67</td><td>13</td></tr> <tr><td>66</td><td>12</td></tr> <tr><td>65</td><td>11</td></tr> <tr><td>64</td><td>10</td></tr> </table>	73	MOSS POINTE PL	19	A	72	18	71	17	70	16	69	15	68	14	67	13	66	12	65	11	64	10	
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GENERAL

Parcel Id: 18-20-30-514-0000-0160
 Owner: HSBC BANK USA TRUSTEE
 Own/Addr: FBO
 Mailing Address: 7105 CORPORATE DR
 City,State,ZipCode: PLANO TX 75024
 Property Address: 3549 MOSS POINTE PL LAKE MARY 32746
 Subdivision Name: HIGHLANDS OF LAKE MARY
 Tax District: 01-COUNTY-TX DIST 1
 Exemptions:
 Dor: 01-SINGLE FAMILY

VALUE SUMMARY		
VALUES	2009 Working	2008 Certified
Value Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	\$170,923	\$171,373
Depreciated EXFT Value	\$0	\$0
Land Value (Market)	\$40,000	\$40,000
Land Value Ag	\$0	\$0
Just/Market Value	\$210,923	\$211,373
Portability Adj	\$0	\$0
Save Our Homes Adj	\$0	\$0
Assessed Value (SOH)	\$210,923	\$211,373
Tax Estimator		

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
CERTIFICATE OF TITLE	11/2007	06860	0653	\$100	Improved	No
WARRANTY DEED	04/2005	05723	1916	\$247,000	Improved	Yes
WARRANTY DEED	07/1997	03273	1062	\$135,300	Improved	Yes
WARRANTY DEED	10/1995	02978	1177	\$134,800	Improved	Yes

Find Comparable Sales within this Subdivision

2008 VALUE SUMMARY

2008 Tax Bill Amount: \$3,183

2008 Certified Taxable Value and Taxes

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	40,000.00	\$40,000

LEGAL DESCRIPTION

PLATS:

LEG LOT 16 HIGHLANDS OF LAKE MARY PB 47 PGS 52 THRU 54

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1995	10	1,014	2,632	2,142 CB/STUCCO FINISH	\$170,923	\$179,919
Appendage / Sqft		GARAGE FINISHED / 440							
Appendage / Sqft		OPEN PORCH FINISHED / 50							
Appendage / Sqft		UPPER STORY FINISHED / 1128							

NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished

Permits

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
 *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

Estimate of Costs
CEB Case # 08-120-CEB
HSBC BANK USA, TRUSTEE

<u>Postage</u>				
Regular	6	\$.41	\$ 2.46	
Certified	6	\$ 5.32	\$31.92	
				\$34.38
<u>Processing Time for Code Enforcement and BCC Action</u>				
Code Board Secretary	3 hours	\$ 13.13	\$39.39	
Code Board Attorney	1 hour	\$135.00		
Planning Manager's Review	1 hour	\$ 40.00		
Planning and Development Director's Review	1 hour	\$ 50.00		
Deputy County Manager's Review	1 hour	\$ 60.00		
County Attorney's Review	1 hour	\$100.00		
				\$424.39
Other associated costs not captured:				
Fleet expense, Phone expense, Utilities, Computer Support				
Costs for Recording Documents -				
# of first page docs - 5 # of additional page docs - 2				
(\$10.00 first page, \$8.50 each additional page)				\$67.00
<u>ESTIMATED COST FOR PROCESSING CASE # 08-120-CEB</u> <u>By the Planning Division</u>				\$525.77
<u>ESTIMATED COST FOR PROCESSING CASE # 08-120-CEB</u> <u>By the Seminole County Sheriff's Office</u>				\$84.07
<u>TOTAL COST FOR PROCESSING CASE # 08-120-CEB</u>				\$609.84

**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the fine imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-120-CEB, filed against HSBC BANK USA, TRUSTEE and filed by and on behalf of Seminole County, on September 25, 2008, and recorded in Official Records Book 07071, Pages 0653 - 654, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 16 HIGHLANDS OF LAKE MARY
PB 47 PGS 52 THRU 54

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2008.

ATTEST:

**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
November 18, 2008 regular meeting.

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Mediated settlement of a federal action under the Telecommunications Act challenging the Board of County Commissioners actions denying the special exception of TBCom, LLC. for a cellular tower

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Matthew Minter **EXT:** 5736

MOTION/RECOMMENDATION:

1. Approve the Mediated Settlement and the Development Order for the communications tower located on Parcel 202 of the Carillon PUD and authorize the Chairman to execute the aforementioned documents (TBCOM PROPERTIES, LLC, applicant); or
2. Deny the Mediated Settlement and Development Order for the communications tower located on Parcel 202 of the Carillon PUD (TBCOM PROPERTIES, LLC, applicant);

County-wide

Matthew Minter

BACKGROUND:

On December 11, 2007, the Board of County Commissioners appealed the decision of the Board of Adjustment to approve a communication tower pursuant to Seminole County Land Development Code Section 1.12(b).

The request was to construct a 130 feet communication tower with a flagpole design. The applicant proposed to co-locate five (5) carriers on the tower. The subject property is located in the Carillon PUD. The site is Parcel 202 which permits C-1 (Retail Commercial) district uses. The property is currently vacant.

The Board of County Commissioners held a public hearing on this item on February 12, 2008. At that public hearing, the Board denied the communications tower on a 3-2 vote.

Following the public hearing, TBCOM PROPERTIES, LLC, (hereafter,"TBCOM") filed a civil lawsuit in the United States District Court for the Middle District, styled TBCOM PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, v. SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, Case No. 6:08-cv-379-ORL-28-DAB to challenge the County's denial of the communications tower. This action is filed under the Federal Telecommunications Act of 1996 ("TCA"). This action is somewhat similar to a state-court action by way of petition for writ of certiorari to review local government land use decisions, in that the proceeding is a non-jury proceeding and the court reviews the transcript and the evidence submitted to the Board of County Commissioners to determine whether the

BCC's action comports both with the TCA and with state land use law. The TCA is a federal attempt to protect communication tower companies against arbitrary decisions based on nothing more than opposition to cell towers on a not-in-my-backyard ("NIMBY") basis, while at the same time balancing the Court's authority in this area against the proper and legitimate exercise of discretion by the local land use authority. The suit has two allegations: (1) that a written order of denial, specifying the basis for the decision, was not rendered within thirty days from the date of the public hearing; and (2) that the BCC order of denial that was rendered is not supported by substantial evidence. The current status of the proceedings is that TBCOM has filed its motion for summary judgment. The Court ordered the parties to mediate the dispute, which mediation occurred before Court-Appointed mediator Stephen Bechtel on October 15, 2008. The parties participated in good faith at the mediation, and the mediation concluded with a Mediated Settlement, subject to BCC ratification. Among other points, the settlement calls for scheduling consideration by the BCC on November 18, 2008. As a result thereof, the County staff has advertised a public hearing for that date, so that any affected party may be heard regarding the settlement proposal. The terms of the settlement include additional conditions, agreed to by TBCOM, which call for, among other things, an eight-foot masonry wall, to be consistent with the existing walls in the Carillon area, at the base of the facility. There will be a five foot landscape buffer, including a hedge and eight canopy trees outside of the wall. These and other specifics are included in a new proposed development order that would permit the 130' high communications tower, subject to the new and previously stated conditions. The new conditions will cause TBCOM to incur significant expense, and will significantly improve the ground level aesthetics of the tower site.

Currently, the Court has dismissed the suit, but without prejudice, pending BCC action on the settlement. That basically means that the suit can be easily re-filed if the BCC does not approve the settlement. If the BCC does not ratify this settlement, then the County will file its response to TBCOM's motion for summary judgment, which may include our own cross-motion. The Court will then rule on the opposing motions. If the Court rules against the County, it may order the County to approve the tower, but without the new conditions specified in this settlement. Note that this case is similar to a case also involving TBCOM with a communications tower in the vicinity of I-95, involving the City of New Smyrna Beach. After the Court ruled against the City on the issue of liability in that case, the parties settled a few days before trial was to commence.

This proposed settlement would further the County policy that favors collocation, and achieves a greater benefit for area residents, as compared to TBCOM's original proposal which had been approved by the Board of Adjustment. With respect to the interests of area residents, they are not currently a party to the litigation. If the BCC approves this settlement, and any of them wish to challenge the resulting approval, they would be advised to contact private counsel to consider intervening in the federal court action.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve the Mediated Settlement and the Development Order for the communications tower located on Parcel 202 of the Carillon PUD and authorize the Chairman to execute the aforementioned documents.

ATTACHMENTS:

1. TB Com Development Order

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On November 18, 2008 Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 2 CARILLON PARCEL 202 PB 53 PGS 27 & 28

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: AHG Group
1551 Sandpur Road
Maitland, FL 32751

Project Name: McCulloch Road (1680)

Special Exception Approval:

Special exception for a 130 foot communication tower in the PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Dori DeBord,
Planning and Development Director
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. The height of the tower shall not exceed 130 feet.
- b. A eight (8) foot masonry wall shall be constructed around the base of the tower. This wall shall be located along the eastern, western and southern boundaries of the site. A chain link gate will be permitted to allow access to the equipment located at the base of the tower. The wall will be built to the specifications found in Exhibit 1 and Exhibit 2 attached to this Development Order.
- c. A five (5) foot landscaped buffer will be installed and maintained by the developer outside the perimeter of the wall on the south and west sides. This buffer will include eight canopy trees per 100 linear feet, be at least 8 feet tall with a 2 inch caliper at breast height. A shrub or hedge will be planted between the canopy trees, at least three feet off-center and 10 feet apart.
- d. The developer will provide maintenance and irrigation to the landscaped buffer around the entire base of the tower.
- e. IM study will be conducted by each subscriber and a test will be conducted prior to commercial use. The IM analysis shall address potential impacts on public safety communications facilities in the immediate area of proposed tower as well as the impact of collocation on the tower itself. If the IM study indicates significant potential for interference, the collocation shall not be permitted. If there are any unresolved problems after the commencement of service, TBCOM will immediately remove the offending subscriber from service.
- f. The flagpole will be lighted and a serviceable 20' x 30' American flag will be flown at all times.
- g. Copies of the IM studies including any analysis and findings will be made available to the County's Telecommunications Manager for review and comment. The IM engineering, analysis and the County's

Telecommunications Manager’s review and comment shall be completed within 60 days.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

Chairman, Seminole County
Board of County Commissioners

**STATE OF FLORIDA)
COUNTY OF SEMINOLE)**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2008.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

Exhibit 1



Existing

TBCOM Properties
TB172/UCF
Compound View
Facing East
From Parking lot



Existing

TBCOM Properties
TB172/UCF
Compound View
Facing North From McCulloch Road



PARCEL NO.: 35-21-31-512-0000-0020

TBCOM PROPERTIES, LLC

TB172/ UCF

SITE ADDRESS
1680 MCCULLOCH ROAD
OVIEDO, FLORIDA 32765



foresite group
 Foresite Group, Inc.
 231 N. Kentucky Ave.
 Suite 2
 Lakeland, Florida 33901
 ☎ 863.603.4044
 ☎ 863.603.4645
 www.foresitegroupinc.com
 FL, CA, TX, IL, IS

SEAL:
DRAFT
FOR REVIEW

PROJECT: **TB172 UCF**
 LOCATED AT:
 1680 MCCULLOCH RD
 OVIEDO, FLORIDA 32765
 DEVELOPER/TOWER OWNER:
TBCom Properties, LLC.
 1133 LOUISIANA AVE, SUITE 114
 WINTER PARK, FLORIDA 32789
 (407) 622-1377 (0)
 CONTACT: MR. TIM O'SHAUGHNESSY

REVISIONS	DATE
ISSUED FOR:	ZONING
PROJECT MANAGER:	RCS
DRAWING BY:	RCS
DATE:	10/24/08
TITLE:	
COVER SHEET	T-1
SHEET NUMBER:	067.019

TBCOM IS PROPOSING TO CONSTRUCT A 130' FLAGPOLE TOWER AND COMMUNICATIONS FACILITY.

PROJECT SUMMARY

SHEET	DESCRIPTION	REV
T-1	COVER SHEET	0
Z-1	OVERALL SITE PLAN & TOWER SETBACKS	0
Z-2	SITE PLAN & TOWER ELEVATION	0
Z-3	LANDSCAPE PLAN & CONSTRUCTION DETAILS	0

SHEET INDEX

SITE DATA:
 LATITUDE: 28° 35' 46.76" NORTH (NA083)
 LONGITUDE: 81° 11' 25.79" WEST (NA083)
 GROUND ELEVATION= 45.0 FT (NGVD 29)
 PROPOSED TOWER = 130' FLAGPOLE TOWER

FLOODPLAIN DESIGNATION: COMMUNITY PANEL NO. 120289 0230 E OF THE FLOOD INSURANCE RATE MAPS FOR SEMINOLE COUNTY, FLORIDA, DATED 04/17/95. THE SUBJECT PROPERTY IS IN FIRM ZONE "X", I.E. AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN

DESIGN DATA:
 :FLORIDA BLDG. CODE-2004 (WITH 2006/2006 SUPPLEMENTS) & TIA/EA 222-G
 :110 MPH (3 SECOND GUST)
 :N/A
 :N/A
 WIND PRESSURES :N/A

PROJECT DATA

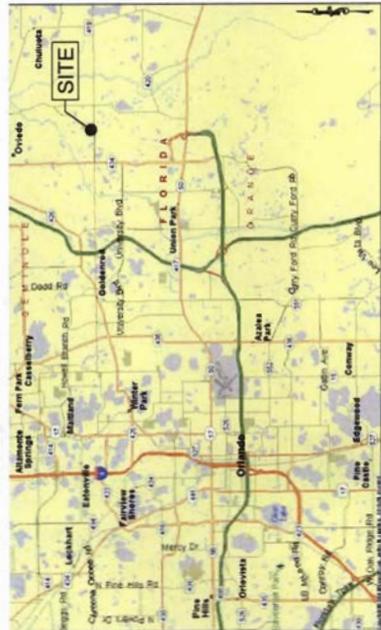
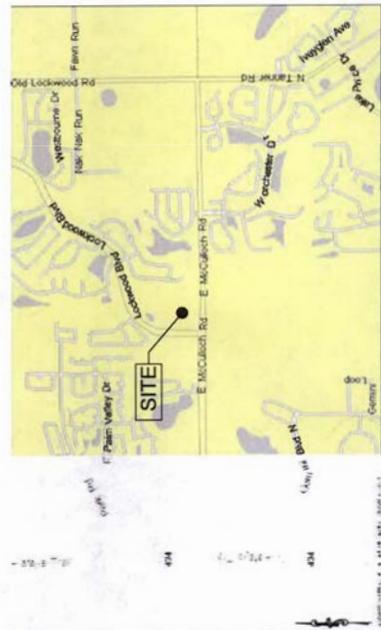
POWER
 PROGRESS ENERGY
 TEL: (800) 700-8744

TELEPHONE
 BELL SOUTH
 TEL: (800) 753-2909

UTILITIES

PROPERTY OWNER (PARENT PARCEL):
 TBCOM PROPERTIES, LLC
 PARCEL NO. 35-21-31-512-0000-0020
 ZONING: PUD

CONTACTS



DRIVING DIRECTIONS

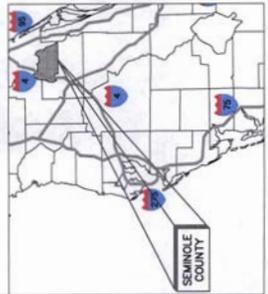
FROM I-4:
 ~ SR-417 TO UNIVERSITY BLVD (EAST)
 ~ SR-417 (NORTH) TAKE A RIGHT ON SR-434
 ~ SR-434 (NORTH) TAKE A RIGHT ON E MCCULLOCH RD
 ~ ON E MCCULLOCH RD TAKE A LEFT ON LOCKWOOD BLVD
 ~ SITE IS ON RIGHT HAND SIDE



FOR EMERGENCIES CALL: 911
 www.call811.com

CAUTION

THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED.





SEAL:

**DRAFT
FOR REVIEW**

PROJECT:

**TB172
UCF**

LOCATED AT:
1680 McCULLOCH RD
ORLANDO, FLORIDA 32768

DEVELOPER/TOWER OWNER:
TBCom Properties, LLC.
1183 LOUISIANA AVE. SUITE 114
WINTER PARK, FLORIDA 32789
(407) 682-1377 (O)

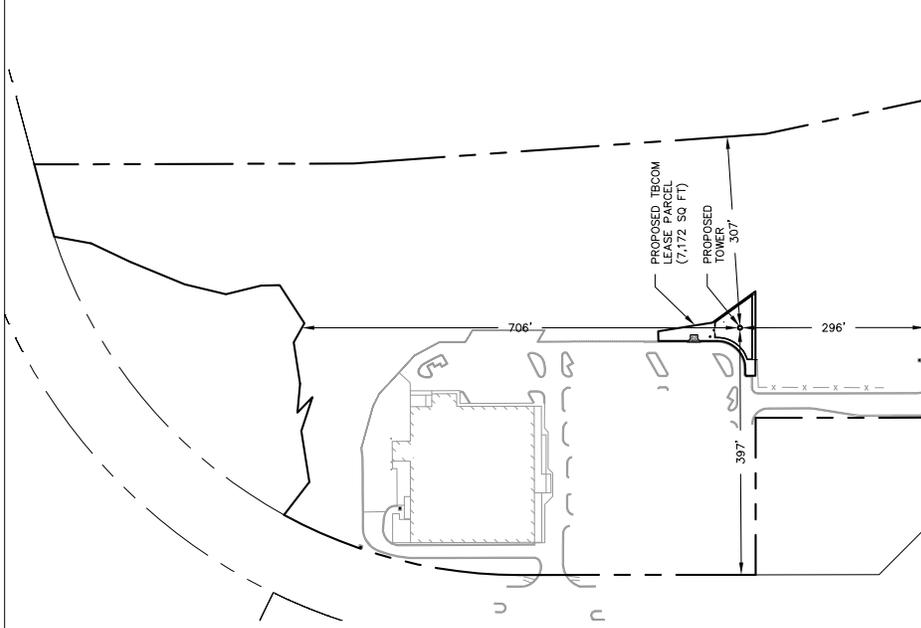
CONTACT: MR. TIM O'SHAUGHNESSY

REVISIONS

DATE

ISSUED FOR: ZONING
PROJECT MANAGER: RCS
DRAWING BY: RCS
JURISDICTION: SEMINOLE COUNTY, FLORIDA
DATE: 10/24/08
TITLE:

OVERALL SITE PLAN
& TOWER SETBACKS
SHEET NUMBER: C-1
JOB/FILE NUMBER: 067.019

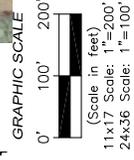
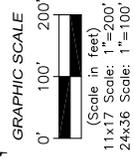


SETBACKS SUMMARY

TOWER SETBACKS *	SETBACKS *
REAR (NORTH)	706'
FRONT (SOUTH)	296'
SIDE (WEST)	397'
SIDE (EAST)	307'

* MEASURED FROM PROPERTY LINE TO BASE OF TOWER

TOWER SETBACKS



OVERALL SITE PLAN



foreSITE
group

ForeSite Group, Inc.
231 N. Kentucky Ave.
Suite 2
Lakeland, Florida 33801
p 1 863.603.4044
f 1 863.603.4645
www.foresitegroupinc.com
FL CA EB 119

SEAL:

DRAFT
FOR REVIEW

PROJECT:

TB172
UCF

LOCATED AT:
1680 MCCULLOCH RD
ORLANDO, FLORIDA 32765

DEVELOPER/TOWER OWNER:
TBCom Properties, LLC.
1183 LOUISIANA AVE. SUITE 114
WINTER PARK, FLORIDA 32789
(407) 682-1377 (O)

CONTACT: MR. TIM O'SHAUGHNESSY

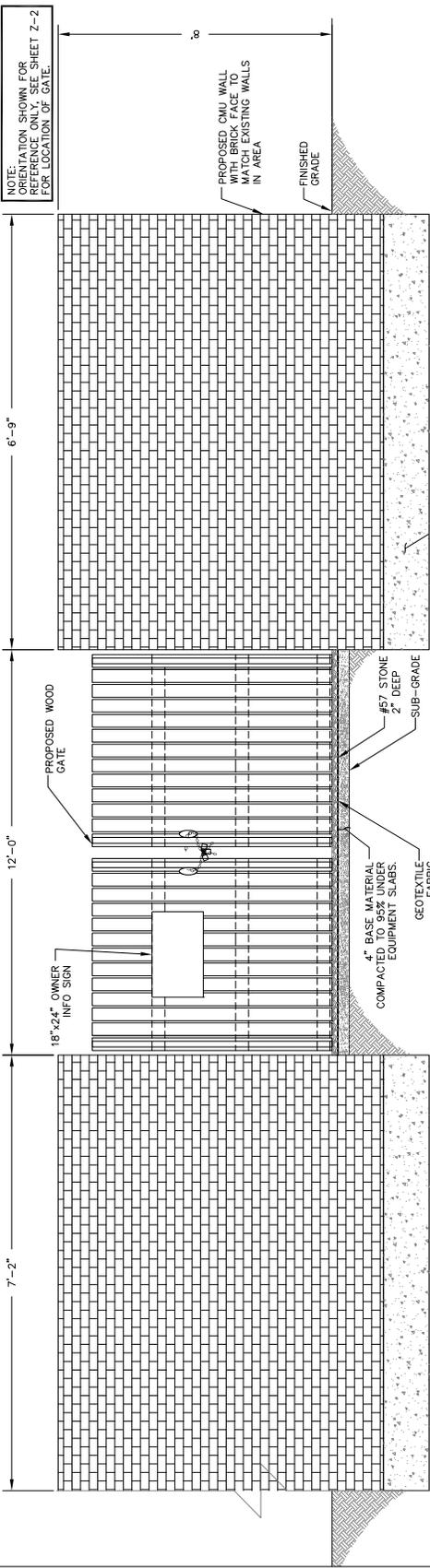
REVISIONS

DATE

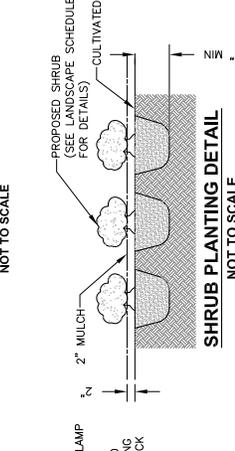
ISSUED FOR: ZONING
PROJECT MANAGER: RCS
DRAWING BY: RCS
JURISDICTION: SEMINOLE COUNTY, FLORIDA
DATE: 10/24/08

LANDSCAPE PLAN
& CONSTRUCTION
DETAILS

SHEET NUMBER: Z-3
JOB/FILE NUMBER: 067.019



WALL / COMPOUND DETAIL-FACING SOUTH
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE

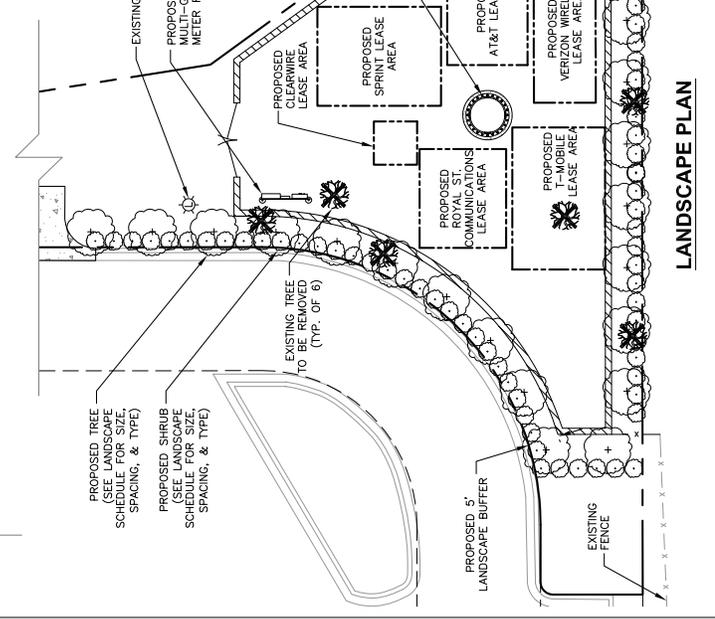


TREE PLANTING DETAIL
NOT TO SCALE

LANDSCAPE SCHEDULE			
SPECIES	HEIGHT (MIN.)	QUANTITY	SPACING (MAX.)
TREES LIVE OAK (QUERCUS VIRGINICA)	8'	21	10' O.C.
SHRUBS VIBURNUM (VIBURNUM ODORATISSIMUM)	24" TALL (MIN.) AT PLANTING	73	3' O.C.



LANDSCAPE PLAN



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Capital Improvements Element - 2008 Annual Update

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Dick Boyer

EXT: 7382

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute an ordinance amending the Capital Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan) by updating the text and replacing in full the Exhibits section of the Capital Improvements Element; (Seminole County, applicant);
2. Deny adoption of the proposed amendment to the Capital Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan)(Seminole County, applicant); or
3. Continue this item to a date and time certain.

County-wide

Dick Boyer

BACKGROUND:

The Capital Improvements Element (CIE) of the Comprehensive Plan (Plan) enables implementation of Plan goals, objectives, and policies needing capital and operating funding. Each year, the Exhibits section of the CIE is updated to ensure that the adopted list of capital projects in the Plan matches the County's newly adopted fiscal year budget and approved five year Capital Improvements Program (CIP). The CIE does not propose any new projects not previously reviewed and approved by the Board. The update evaluates each facility's capacity to provide the adopted level of service to existing and projected users within the next five year planning period and the financial feasibility of those projects. Also attached is a table presenting a brief summary of each capital facility element addressed in the CIE and notice of any issues of interest.

In 2005, the Florida Legislature enacted legislation allowing adoption of the annual amendment to the CIE to be accomplished with a single public adoption hearing. The amendment is also exempt from inclusion in the twice-yearly large-scale amendment cycle process.

Support Documentation - Accompanying the adopted CIE is the annual "De Minimis Impact Summary Report" submitted pursuant to Section 163.180(6), F.S. and rule 9J-11.011(8)(b) and revised Traffic Analysis Zone data upon which the updated CIE is based. Both these items become part of the CIE Support Document which is not adopted.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt and authorize the Chaiman to execute an ordinance amending the Capital Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan) by updating the text and replacing in full the Exhibits section of the Capital Improvements Element.

ATTACHMENTS:

1. Element Summary
2. Ordinance
3. Support Document - De Minimis Impact
4. Support Document - Traffic Analysis Zones
5. Economic Impact Statement

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Kathleen Furey-Tran)
- Revenue Review (Cecilia Monti, Lisa Spriggs)

Summary of Comprehensive Plan Facility Elements

Capital Improvements Element – The purpose of the annual update to the CIE is to adopt a five year, financially feasible, schedule of capital improvements for each facility element. These improvements address the maintenance of adopted Level of Service Standards and the achievement of adopted element policies and program goals. The CIE is updated annually as required by state law. In preparing the document, staff evaluates program and project costs, reviews revenue sources and projections to ensure adequacy to cover the five year period and reviews facility services to ensure maintenance of the adopted Level of Service standards. Seminole County's Comprehensive Plan is comprised of the facility elements specified in Rule 9J-5, Florida Administrative Code as well as two optional elements. The CIE now also includes any annual updates to the County's Water Supply Facilities Work Plan first adopted on 11/23/2007.

This year, as required by statute, a Financial Feasibility section has been added to the front of the CIE listing the projected revenues to be deposited into separate funds and from which individual capital projects are funded. The notes at the bottom of each fund are an integral part of the presentation. Of particular note is the Water and Sewer Operating Fund (page CIE Exhibit 26) which details rate increases necessary to sustain operations and meet debt service requirements.

Drainage Element – Provides for a goal, objectives and policies within the County's Comprehensive Plan to address adequate drainage, flood control and water quality within the County. The Department is currently meeting the adopted level of service and will continue to do so during the five-year planning period. The Department continues to make progress in initiating local and regional improvements as a result of completed basin studies, implementing water quality programs and maintaining the system to the degree funding allows.

Library Services Element – This element is proposed to be deleted from the Comprehensive Plan as part of the Evaluation and Appraisal (EAR) based amendments to be heard for adoption by the BCC on December 9, 2008.

Potable Water Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to address the provision of clean water to County customers and the protection of water sources from contamination. The adopted level of service is 350 gallons per day per residential unit. The Department is currently meeting the adopted levels of service and will continue to do so during the five-year planning period.

On 11/13/2007, the County adopted a 10-year Water Supply Facilities Work Plan (WSP) as part of the Potable Water Element. Environmental Services has submitted two Consumptive Use Permit (CUP) applications associated with the WSP and is now awaiting a final decision on issuance. The capital improvement projects associated with the WSP are included as part of this element.

Public Safety Element - This element is proposed to be deleted from the Comprehensive Plan as part of the Evaluation and Appraisal (EAR) based amendments to be heard for adoption by the BCC on December 9, 2008.

Recreation and Open Space Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to insure a variety of adequate recreational facilities within the County. The element is not a part of the County's Concurrency Management System. The adopted level of service is 3.6 acres of recreational land per 1000 population of which 1.8 acres is to be developed (such as a ball field), the remainder being left in a more natural state (such as trails). The Department is currently meeting the adopted level of service and will continue to do so during the five-year planning period.

Sanitary Sewer Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to insure proper treatment and disposal of wastewater. The Department is currently meeting the adopted level of service of 300 gallons per day per residential unit and will continue to do so during the five-year planning period.

Solid Waste Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to address the proper pickup and disposal of solid waste products in the County. The adopted level of landfill has been updated and revised year in accordance with *Policy SOL 3.1 – Level of Service Standard* as part of the Evaluation and Appraisal Report amendments to the Comprehensive Plan. The new level of service will be a disposal rate of 4.2 lbs per day per capita at the Osceola Landfill and 4.3 lbs per day per capita processed through the Central Transfer Station. The Department is currently meeting the adopted level of service and will continue to do so during the five-year planning period.

Transportation Element - Provides goals, objectives and policies within the County's Comprehensive Plan to address the County's transportation needs in terms of safety, capacity, and variety – car, bus, rail, bike and pedestrian.

For roads, the adopted levels of service vary by the type of road and can be found in the Transportation Element of the Comprehensive Plan. The capacity tables for roads, shown in the CIE Exhibits, Facility Program – Transportation: Roads section, have been updated to reflect County and State improvements, i.e., widenings from 2 to 4 lanes, which provide additional capacity and improve the level of service.

For mass transit, the Department is currently meeting the adopted level of service of 1.03 revenue miles per capita and will continue to do so during the five-year planning period. Currently, the 9th Cent Gas Tax is a major source of funding with additional funding added each year to meet annual service costs for the fixed bus routes and paratransit pickup. The County will be funding a new cross-county bus service starting in April of 2009. During the initial two years of this service, costs are shared with the Florida Department of Transportation under a matching grant program.

AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE TEXT OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the amendment of the Capital Improvements Element is exempt from the twice yearly large scale amendment process (Sections 163.3187(1)(f); and

WHEREAS, the Board has followed the procedures set forth in Sections 163.3177, Florida Statutes, stating that "Capital improvements element amendments adopted after the effective date of this act [July 1, 2005] shall require only a single public hearing before the governing board which shall be an adoption hearing as described in s. 163.3184(7). Such amendments are not subject to the requirements of s. 163.3184(3)-(6)."

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Board held a public hearing with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public prior to final action on the Plan amendments set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of each amendment enacted by this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and has been made available for public review and copying prior to the enactment of this Ordinance in accordance with the provisions of the Seminole County Home Rule Charter.

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

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Text Amendment. The text of the Plan is hereby amended as set forth in Exhibit A (attached hereto and incorporated herein by this reference) as noted in the following table:

Ordinance Exhibit	Amendment Topic	Amendment Number	Amended Elements	LPA Hearing Date	BCC Hearing Date
A	Capital Improvements Element - 2008 Update	08EX1.TXT01	Capital Improvements	Not required	11/18/08

Section 3. Severability.

(a) The enactment of this Ordinance includes one (1) text amendment.

(b) 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 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code codifier shall have liberal authority to codify this Ordinance as a separate document or as part of or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the said Code codifier.

(b) The Code codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. Effective Date.

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the Plan amendments set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendments in compliance if no affected party challenges the Plan amendments, or, if an affected party challenges the Plan amendments, when a final order is issued by the Florida

Department of Community Affairs or the Administration Commission determining that the amendments are in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders or development permits, if dependent upon an amendment, may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 18 day of November, 2008.

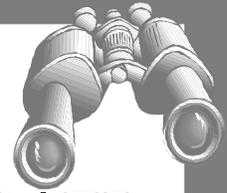
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

Exhibit A

**Capital Improvements Element – Exhibit Section Update
08EX1.TXT01**

DRAFT

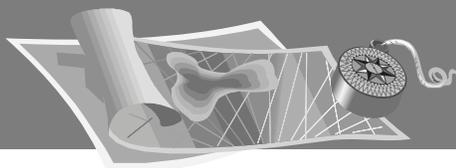


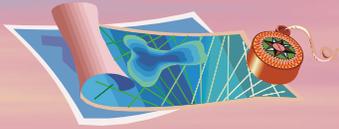
EXHIBITS – ANNUAL CIE UPDATE

- Introduction to Annual CIE Update
- Financial Feasibility Statement
- Facility LOS - All Facilities
- Facility LOS - Drainage
- Facility LOS - County Roads
- Facility LOS - State Highways Criteria
- Facility Program - Drainage
- ~~Facility Program - Libraries~~
- Facility Program - Potable Water/Sanitary Sewer
- ~~Facility Program - Public Safety~~
- Facility Program - Public School
- Facility Program - Recreation and Open Space
- Facility Program - Solid Waste
- Facility Program - Transportation: Mass Transit
- Facility Program - Transportation: Roads



VISION 2020





Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

CAPITAL IMPROVEMENTS ELEMENT

Introduction to the Annual CIE Update - FY 2008/09-2012/13~~2007/08 - 2011/12~~

ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT

Per sub-section 163.3177 F.S., (3)(b)1 - "The capital improvements element shall be reviewed on an annual basis and modified as necessary in accordance with s. 163.3187 or s. 163.3189 in order to maintain a financially feasible 5-year schedule of capital improvements. "Additionally, the sub-section notes: "Amendments to implement this section must be adopted and transmitted no later than December 1, 2008."

This amendment to the Capital Improvements Element (CIE) updates the projected service demand and available/planned capacity for each of the facility elements as well as the list of capital projects during the next five year period of Fiscal Years 2008/09-2012/13~~2007/08 to 2011/12~~. The amendment also includes a Financial Feasibility exhibit.

~~Due to the extensiveness of each year's update, the annual update amendment replaces entirely the previous CIE Exhibits section of the adopted Capital Improvements Element (CIE), without strikethrough and underline except for the Introduction.~~

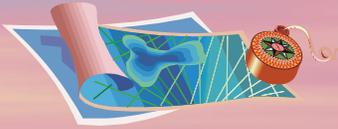
PURPOSE OF THE CAPITAL IMPROVEMENTS ELEMENT

The primary purpose of the annual update to the CIE is to adopt a five year, financially feasible, schedule of capital improvements for each facility element. These improvements address the expansion of facility capacity to meet projected demands as well as the ongoing maintenance of the County's ability to deliver service at the adopted Level of Service standards. Additionally, the CIE can serve to identify funds dedicated to the achievement of other adopted element policies and program goals. In preparing the document, staff evaluates program and project costs, reviews revenue sources and projections to ensure adequacy to cover the five year period and reviews facility services to ensure maintenance of the adopted Level of Service standards. Following this introduction is a statement attesting to the financial feasibility of the five-year CIE program.

Seminole County's Comprehensive Plan is comprised of the facility elements specified in Rule 9J-5, Florida Administrative Code ~~as well as two optional elements~~ (see list below). The elements are designed to ensure that the County's growth management plan is supported by adequate services and infrastructure in a timely fashion. The CIE provides an assurance of effective facility element implementation by adopting a financially feasible 5-year schedule of improvements for each type of facility, and by measuring whether those improvements are adequate to meet current and projected demands covering the 5-year period. (Note that the Natural Groundwater Aquifer Recharge is addressed in the Conservation and Future Land Use Elements with capital projects being incorporated in the Drainage, Potable Water, Sanitary Sewer or Transportation-Roads capital project programs.)

A Required Elements:

- 1 Drainage
- 2 Potable Water
- 3 Public School Facilities
- ~~34~~ Recreation & Open Space
- ~~45~~ Sanitary Sewer
- ~~56~~ Solid Waste
- ~~67~~ Transportation – (in two sections: Mass Transit and Roads)



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

B Optional Elements — Not part of the Concurrency Management System:

- 1 Libraries
- 2 Public Safety (Fire/Rescue)

DESCRIPTION OF THE UPDATED EXHIBIT SECTIONS

The update consists of four sections – an Introduction, Financial Feasibility, Facility Level of Service and Facility Programs:

Introduction to the Annual CIE Update

This section sets out the purpose and requirements of the update, describes how the update is presented, how amended, and makes any special notes of interest.

Financial Feasibility Statement

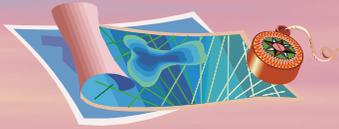
This section contains a statement and tables demonstrating the of financial feasibility of the detailing how this will be demonstrated starting with the CIE Update.

Facility Level of Service Descriptions

This section identifies for each element the facility type, service area and adopted levels of service.

Facility Program Description — In general there are ~~Consisting of three~~ basic parts ~~to~~ for each element:

- A The “Summary of Policies, Programs and Capital Improvements with Cost Impacts” is a program description summarizing the overall capital program of the facility and identifies funding sources and any special issues faced by the facility. **Note:** The former Trails section of the Transportation Facility Program has been moved to and incorporated into the Recreation and Open Space Facility Program.
- B The “Capacity/Improvements Summary” reports current and projected capacity and service demand figures based on the most recently adopted socioeconomic data series. This provides a check on whether any facility deficiencies are projected within the five year planning period. **Note:** Demand figures are always those of the year prior to the start of the five (5) year CIE planning period. This is necessary to have the time to calculate whether any deficiencies exist using the updated d socio-economic data (population and employment by traffic analysis zone), and then address those deficiencies during the following year’s budget cycle for inclusion in the amendment update to the CIE. For the CIE planning period of FY 2008/09-2012/13 ~~2007/08—2011/12~~, the year used to base service demand on is 2007 ~~2006~~.
- C The “Five Year Capital Schedule of Improvements” section lists the major capital projects and the dollars allotted to their implementation over the coming five year planning period. During the annual CIE amendment process, capital project schedules and funding sources are subject to continuing adjustment to reflect management and funding strategies developed in conjunction with preparation and adoption of each Annual Budget. Once the budget is adopted (September of each year), rebudgets of projects appropriated in the prior fiscal year are incorporated for the final adoption hearing of the CIE Update. By this means, the first year of the CIE is always consistent with the adopted annual budget for that year.
- D Note that Drainage, Potable Water/Sanitary Sewer and Transportation-Roads differ somewhat from the above.



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

~~SPECIAL NOTES FOR THE FY 2007/08 – 2011/12 UPDATE~~

~~A **Water Supply Facilities Work Plan** (Water Supply Plan/WSP)– The County adopted a WSP on November 13, 2007. Statute requires the WSP to be updated annually as necessary and that the annual CIE maintain consistency with the WSP. For this reason, the WSP will be updated annually as part of the CIE annual update. Statute also allows that applicable issues, policies, or exhibits of any element of the Comprehensive Plan that are considered to be part of the overall implementation of the WSP can be updated as part of this single amendment.~~

~~1 Due to the unusual circumstances of 2008 – the annual CIE required to be adopted prior to December 1, 2008 and the County’s Evaluation and Appraisal (EAR) based amendment update to all Comprehensive Plan (Plan) elements to be adopted on December 9, 2008 – the WSP will be updated in two phases:~~

~~a This November 18, 2008 CIE amendment includes the Capacity/Demand table on which the WSP is based and the revised WSP ten-year capital projects listing.~~

~~b The December 9, 2008 EAR based amendment will address all issue, policy and any needed exhibit updates associated with the WSP as part of the overall Plan update of all elements. These will include the County’s response to the Department of Community Affairs’ Objection, Recommendations and Comments (ORC) Report as it relates to the WSP.~~

~~c In November 2009, the County will update both the CIE and full WSP as a single amendment.~~

~~A **This update includes the capital projects** noted in the November 13, 2007, amendment to the Potable Water Element to incorporate a Water Supply Facilities Work Plan. The particular projects noted in that amendment are noted by the letters “WSP” attached to their project number.~~

~~B **Solid Waste Level Of Service Update** - Within the “Facility Level of Service Descriptions” section, the adopted level of service (LOS) for the Solid Waste Element as shown in *Exhibit CIE: Facility LOS - All Facilities* has been amended to cover the time period from FY 2007/08 through the next Evaluation and Appraisal Report (EAR) due in 2013.~~

~~Based on the most current data and analysis which shows that land fill and transfer station capacity will be adequate beyond the planning horizon of 2025, there is no reason to update annually these figures. These LOSs will be reviewed and updated in conjunction with the next EAR based amendments and a determination made as to whether the seven (7) year update cycle remains adequate.~~

COMPLIANCE WITH CHAPTER 163, F.S., REQUIREMENTS FOR PUBLIC SCHOOL CONCURRENCY

Public School Facilities Element – The County adopted a Public School Facilities element on January 22, 2008. As required by statute, the school level of service, student population projections, capital projects program and financial feasibility information provided by the Seminole County School Board have been incorporated into a new CIE section titled “Public School”.

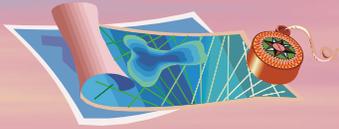
Note that the 2008-2009 CIP approved by the School Board is based upon the 2007-2008 COFTE enrollment vs. capacity analysis. The summary forecast table is included in the CIE. The Public School Element Support Document contains the detailed student projection tables for each school by concurrency area.

SUPPORT DOCUMENT UPDATE

CIE Element support material provided in support of this amendment contains the socioeconomic data used in evaluating each facility’s projected service demand and tables demonstrating the calculation.

(Revised: Amendment 08EX01.TXT01; Ordinance 2008-????, 11/18/2008)

-(Revised: Amendment 07EX2.TXT01; Ordinance 2007-46, 12/11/2007)



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Financial Feasibility Statement

Section 163.3177, sub-section (3)(b)1, F.S., establishes December 1, 2008, as the date by which each jurisdiction shall provide a demonstration of financial feasibility for its five-year capital improvements plan. The definition requires that sufficient revenues are currently available or will be available to fund the projected costs of the capital improvements identified in County's five year Capital Improvements Element (CIE) and ensure that adopted level-of-service standards are achieved.

Seminole County will make use of the following committed revenues to fund the capital projects of the Comprehensive Plan's facility elements for fiscal years 2008/09-2012/13~~2007/08—2011/12~~. No "planned" revenues are scheduled for use in funding the five year capital program.

~~Committed revenues for the first two years, FY 2007/08—2008/09, include:~~

- Ad Valorem and other general revenues
- Impact Fees/Utility Connection Fees
- Users Rates and Charges
- Infrastructure Sales Tax
- Locally Imposed Gas taxes
- Bond Proceeds

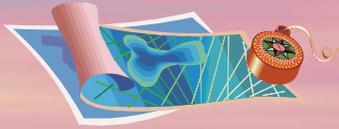
~~Committed and planned revenues for the final three years, FY 2009/10—2011/012, include:~~

- ~~Ad Valorem and other general revenues~~
- ~~Impact Fees/Utility Connection Fees~~
- ~~Users Rates and Charges~~
- ~~Infrastructure Sales Tax~~
- ~~Locally Imposed Gas taxes~~
- ~~Bond Proceeds~~

The revenue sources listed above are deposited into separate funds from which individual capital projects are funded. The following Summary of CIE Funds and Elements shows the amount of revenue allotted by fund for CIE projects reconciled to each CIE Element's total cost of capital projects - the totals matching those found in facility section of each element.

Following the summary table, each fund is further detailed by source(s) of revenue and programmed uses. Within the "Uses" section, the line "Capital Improvement Element Project" identifies the dollars from that fund being assigned to capital projects within the various facility elements of the Comprehensive Plan. In all cases, the total fund balance equals or exceeds the capital improvements element project dollars assigned to the various CIE elements.

~~A demonstration of financial feasibility of the annual five year CIE in a manner that can easily be understood will be included with the 2008 CIE Update.~~



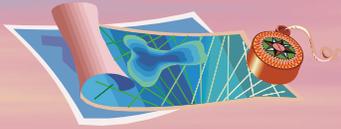
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Summary of CIE Funds and Elements

CIE Totals by Fund	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
General Fund	\$ 254,931	\$ -	\$ -	\$ -	-
Natural Land Endowment Fund	17,992	-	-	-	-
Boating Improvement Fund	99,663	-	-	-	-
Facilities Maintenance Fund	-	302,500	-	-	-
Transportation Trust Fund	4,300,000	5,051,520	5,301,570	5,801,508	6,100,000
Ninth-Cent Fuel Tax Fund	169,009	-	-	-	-
1991 Infrastructure Sales Tax Fund	35,365,626	6,400,000	14,240,000	-	8,750,000
2001 Infrastructure Sales Tax Fund	101,731,445	63,400,000	53,150,000	12,450,000	10,000,000
Community Development Block Grant	712,840	-	-	-	-
FRDAP Grants Fund	411,892	-	-	-	-
Public Works Grants	10,263,261	3,487,106	-	-	-
Arterial Transportation Impact Fee Fund	464,406	-	-	-	-
North Collector Transportation Impact Fee	3,566,072	-	-	-	-
West Collector Transportation Impact Fee	6,722,936	-	-	-	-
East Collector Transportation Impact Fee	2,431,517	-	6,560,000	-	-
South Central Collector Transportation Impact Fee	109,571	-	-	-	-
Stormwater Fund	5,056,172	1,695,000	1,195,000	895,000	895,000
17/92 Redevelopment Fund	1,467,102	1,600,000	1,800,000	2,000,000	2,200,000
Infrastructure Improvements / Capital Projects	188,969	-	-	-	-
Natural Lands / Trails Bond Fund	4,292,453	-	-	-	-
Water and Sewer Operating Fund	5,392,729	2,879,673	625,512	630,532	635,753
Water Connection Fees Fund	6,623,752	500,000	500,000	-	-
Sewer Connection Fees Fund	10,490,024	2,000,000	2,000,000	-	-
Water and Sewer Bonds, Series 2006 Fund	82,644,398	-	-	-	-
Water and Sewer Bonds, Series 2009 Fund	-	100,126,723	13,716,564	30,316,346	11,062,302
Environmental Services Grants Fund	7,530,000	-	-	-	-
Solid Waste Fund	6,818,959	1,185,609	2,115,475	250,000	809,246
Total CIE by Fund	297,125,719	188,628,131	101,204,121	52,343,386	40,452,301
Drainage	22,350,689	5,595,000	1,195,000	895,000	895,000
Mass Transit	2,479,009	-	-	-	-
Transportation	148,801,924	76,038,626	81,051,570	20,251,508	27,050,000
Potable Water	82,915,817	48,635,161	10,723,385	30,946,878	11,698,055
Sanitary Sewer	30,477,926	56,871,235	6,118,691	-	-
Solid Waste	6,738,959	1,185,609	2,115,475	250,000	809,246
Recreation / Open Space	3,361,395	302,500	-	-	-
Total CIE by Element	\$ 297,125,719	\$ 188,628,131	\$ 101,204,121	\$ 52,343,386	\$ 40,452,301

(CIE Forecasts FF Final.xlsx)

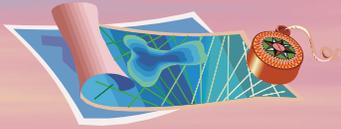


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Individual Fund Detail

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
General Fund					
Sources					
Beginning Fund Balance	\$ 57,428,212	\$ -	\$ -	\$ -	-
Ad Valorem Tax	137,901,010				
Utility Tax - Telecommunications	8,380,000				
Utility Taxes	5,741,000				
State Revenue Sharing	8,500,000				
Half-Cent State Sales Tax	23,250,000				
Other Revenue	28,333,969				
Operating Revenue	212,105,979	-	-	-	-
Total Sources	269,534,191	-	-	-	-
Uses					
Personal Services	36,024,669				
Operating Expenditures - CIE	41,751,727				
Capital Equipment	1,035,137				
Grants & Aids	7,955,890				
Constitutional Officers	107,769,625				
Operating Expenditures	194,537,048	-	-	-	-
Capital Improvement Element Project	254,931	-	-	-	-
Capital Projects (non-CIE)	14,992,230				
Capital Improvement Expenditures	15,247,161	-	-	-	-
Transfers Out	22,235,186				
Reserves	37,514,796				
Total Uses	\$ 269,534,191	\$ -	\$ -	\$ -	-

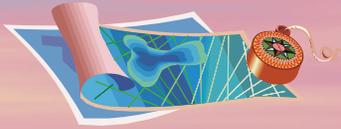


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Natural Land Endowment Fund					
Sources					
Beginning Fund Balance	\$ 793,437	\$ -	\$ -	\$ -	\$ -
Other Revenue	35,000				
Operating Revenue	35,000	-	-	-	-
Total Sources	828,437	-	-	-	-
Uses					
Operating Expenditures (non-CIE)	86,445				
Operating Expenditures (CIE)	17,992				
Operating Expenditures	104,437	-	-	-	-
Reserves	724,000				
Total Uses	\$ 828,437	\$ -	\$ -	\$ -	\$ -

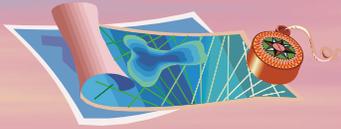


Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

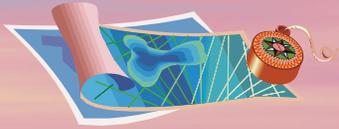
	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Boating Improvement Fund					
Sources					
Beginning Fund Balance	\$ 560,592	\$ -	\$ -	\$ -	\$ -
Boating Improvement Fees	100,000				
Other Revenue	6,000				
Operating Revenue	106,000	-	-	-	-
Total Sources	666,592	-	-	-	-
Uses					
Grants & Aids - CIE	99,663				
Operating Expenditures	99,663	-	-	-	-
Reserves	566,929				
Total Uses	\$ 666,592	\$ -	\$ -	\$ -	\$ -



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Seminole County

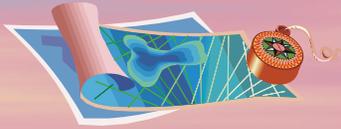
	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Facilities Maintenance Fund					
Sources					
Beginning Fund Balance	\$ 804,901	\$ -	\$ -	\$ -	\$ -
Transfer from General Fund	1,071,500	1,099,000			
Total Sources	1,876,401	1,099,000	-	-	-
Uses					
Operating Expenditures (non-CIE)	1,071,500	796,500			
Operating Expenditures (CIE)	-	302,500			
Debt Service					
Grants & Aids					
Constitutional Officers					
Operating Expenditures	1,071,500	1,099,000	-	-	-
Capital Improvements - non-CIE	804,901				
Total Uses	\$ 1,876,401	\$ 1,099,000	\$ -	\$ -	\$ -



Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

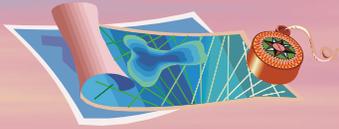
Seminole County	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Transportation Trust Fund					
Sources					
Beginning Fund Balance	\$ 8,644,007	\$ 4,250,000	\$ 1,920,000	\$ 1,990,000	\$ 2,090,000
Ad Valorem Tax	1,692,779	1,690,000	1,720,000	1,770,000	1,840,000
Local Option Gas Tax	7,664,879	7,660,000	7,740,000	7,890,000	8,050,000
Constitutional Gas Tax	3,742,461	3,740,000	3,780,000	3,860,000	3,940,000
County Gas Tax	1,632,300	1,630,000	1,650,000	1,680,000	1,710,000
Other Revenue	1,345,950	1,370,000	1,400,000	1,430,000	1,460,000
Operating Revenue	16,078,369	16,090,000	16,290,000	16,630,000	17,000,000
Transfers In	4,976,550	9,741,792	12,821,319	14,437,486	14,929,228
Total Sources	29,698,926	30,081,792	31,031,319	33,057,486	34,019,228
Uses					
Personal Services	11,226,604	11,490,000	11,860,000	12,330,000	12,820,000
Operating Expenditures	8,882,427	9,150,000	9,420,000	9,700,000	9,990,000
Capital Equipment	20,225	1,500,000	1,500,000	1,500,000	1,500,000
Debt Service					
Grants & Aids	10,714	11,000	11,000	11,000	11,000
Constitutional Officers	25,657	27,000	28,000	29,000	30,000
Operating Expenditures	20,165,627	22,178,000	22,819,000	23,570,000	24,351,000
Capital Improvement Element Projects	4,300,000	5,051,520	5,301,570	5,801,508	6,100,000
Capital Projects (non-CIE)	217,377	173,442	180,319	862,088	6,798,468
Capital Improvements	4,517,377	5,224,962	5,481,889	6,663,596	12,898,468
Transfers Out	1,250,024	1,248,830	1,250,430	1,253,890	1,249,760
Reserves	3,765,898	1,430,000	1,480,000	1,570,000	1,620,000
Total Uses	\$ 29,698,926	\$ 30,081,792	\$ 31,031,319	\$ 33,057,486	\$ 40,119,228



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Ninth-Cent Fuel Tax Fund					
Sources					
Beginning Fund Balance	\$ 169,009	\$ -	\$ -	\$ -	-
Ninth Cent Tax	2,200,000	2,200,000	2,220,000	2,260,000	2,310,000
Other Revenue		40,000			
Operating Revenue	2,200,000	2,240,000	2,220,000	2,260,000	2,310,000
Transfers In	3,069,741	3,029,741	3,635,000	3,770,000	3,900,000
Total Sources	5,438,750	5,269,741	5,855,000	6,030,000	6,210,000
Uses					
Operating Expenditures -CIE	169,009				
Operating Expenditures - non-CIE	5,269,741	5,269,741	5,855,000	6,030,000	6,210,000
Operating Expenditures	5,438,750	5,269,741	5,855,000	6,030,000	6,210,000
Total Uses	\$ 5,438,750	\$ 5,269,741	\$ 5,855,000	\$ 6,030,000	\$ 6,210,000



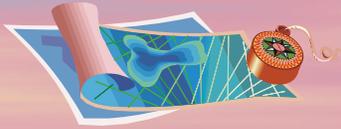
Vision 2020 Comprehensive Plan Seminole County, Florida

DRAFT

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
1991 Infrastructure Sales Tax Fund					
Sources					
Beginning Fund Balance	\$ 119,466,723	\$ 86,578,813	\$ 84,676,485	\$ 76,083,221	\$ 78,984,491
Other Revenue	4,297,469	4,539,672	5,657,736	2,901,270	3,012,456
Operating Revenue	4,297,469	4,539,672	5,657,736	2,901,270	3,012,456
Total Sources	123,764,192	91,118,485	90,334,221	78,984,491	81,996,947
Uses					
Grants & Aids - CIE	2,310,000	2,400,000	4,800,000		
Operating Expenditures	2,310,000	2,400,000	4,800,000	-	-
Capital Improvement Element Projects	33,055,626	4,000,000	9,440,000		8,750,000
Capital Projects (non-CIE)	1,819,753	42,000	11,000		
Capital Improvements	34,875,379	4,042,000	9,451,000	-	8,750,000
Reserves	86,578,813	84,676,485	76,083,221	78,984,491	73,246,947
Total Uses	\$ 123,764,192	\$ 91,118,485	\$ 90,334,221	\$ 78,984,491	\$ 81,996,947

Note: Surplus (Reserves) used to fund deficits in 12601, 12602, 12603, 12604, and 12605 fund (if any)

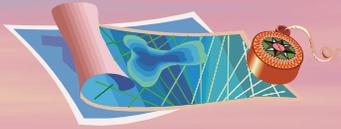


Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
2001 Infrastructure Sales Tax Fund					
Sources					
Beginning Fund Balance	\$ 66,894,450	\$ 12,281,166	\$ 4,546,469	\$ 10,950,293	\$ 14,144,514
Discretionary Sales Surtax	46,011,485	47,561,866	48,988,722	12,614,596	
Other Revenue	6,128,004	10,280,250	12,476,263	4,879,660	596,468
Operating Revenue	52,139,489	57,842,116	61,464,985	17,494,256	596,468
Total Sources	119,033,939	70,123,282	66,011,454	28,444,549	14,740,982
Uses					
Capital Improvement Element Projects	101,731,445	63,400,000	53,150,000	12,450,000	10,000,000
Capital Projects (non-CIE)	5,021,328	2,176,813	1,911,161	1,850,035	1,145,029
Capital Improvements	106,752,773	65,576,813	55,061,161	14,300,035	11,145,029
Reserves	12,281,166	4,546,469	10,950,293	14,144,514	3,595,953
Total Uses	\$ 119,033,939	\$ 70,123,282	\$ 66,011,454	\$ 28,444,549	\$ 14,740,982

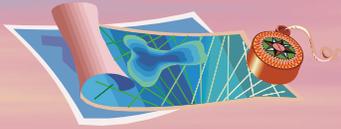


Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Community Development Block Grant					
Sources					
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	-
Community Development Grant	5,256,774				
Operating Revenue	5,256,774	-	-	-	-
Total Sources	5,256,774	-	-	-	-
Uses					
Personal Services	563,397				
Operating Expenditures	2,587,252				
Grants & Aids	1,393,285				
Operating Expenditures	4,543,934	-	-	-	-
Capital Improvement Element Projects	712,840				
Total Uses	\$ 5,256,774	\$ -	\$ -	\$ -	-

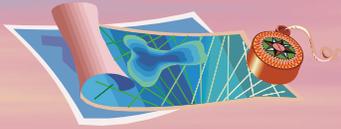


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
FRDAP Grants Fund					
Sources					
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Florida Recreation Grant	411,892				
Total Sources	411,892	-	-	-	-
Uses					
Operating Expenditures - CIE	15,600				
Capital Improvement Element Projects	396,292				
Total Uses	\$ 411,892	\$ -	\$ -	\$ -	\$ -

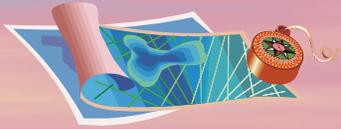


Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Public Works Grants					
Sources					
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Revenue	10,348,261	3,510,606			
Total Sources	10,348,261	3,510,606	-	-	-
Uses					
Operating Expenditures - CIE	72,468				
Operating Expenditures - non-CIE	23,500	23,500			
Operating Expenditures	95,968	23,500	-	-	-
Capital Improvement Element Projects	10,190,793	3,487,106			
Capital Projects (non-CIE)	61,500	-			
Capital Improvements	10,252,293	3,487,106	-	-	-
Total Uses	\$ 10,348,261	\$ 3,510,606	\$ -	\$ -	\$ -



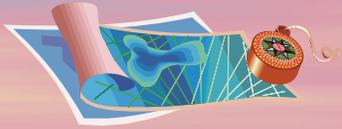
Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Arterial Transportation Impact Fee Fund					
Sources					
Beginning Fund Balance	\$ (54,114,820)	\$ (51,874,373)	\$ -	\$ -	\$ -
Impact Fees	3,200,000	3,296,000			
Total Sources	(50,914,820)	(48,578,373)	-	-	-
Uses					
Capital Improvement Element Projects					
Capital Projects (non-CIE)	495,147	63,000			
Capital Improvements	959,553	63,000	-	-	-
Transfers Out					
Reserves					
	(51,874,373)	(48,641,373)	-	-	-
Total Uses	\$ (50,914,820)	\$ (48,578,373)	\$ -	\$ -	\$ -

Funding for the deficiency in this fund provided by interfund loan, funded by surplus in the 1991 Infrastructure Sales Tax Fund. It is anticipated that Impact Fee Collections will repay the loan prior to the cessation of the impact fee.

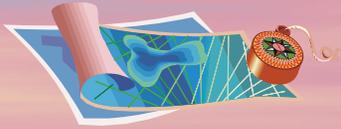


Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
North Collector Transportation Impact Fee					
Sources					
Beginning Fund Balance	\$ 3,990,868	\$ -	\$ -	\$ -	\$ -
Other Revenue	127,802				
Operating Revenue	127,802	-	-	-	-
Total Sources	4,118,670	-	-	-	-
Uses					
Capital Improvement Element Projects	3,566,072				
Capital Projects (non-CIE)	-				
Capital Improvements	3,566,072	-	-	-	-
Reserves	552,598				
Total Uses	\$ 4,118,670	\$ -	\$ -	\$ -	\$ -



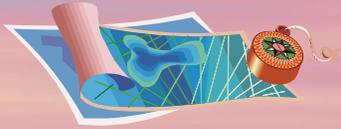
Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
West Collector Transportation Impact Fee					
Sources					
Beginning Fund Balance	\$ (1,944,019)	\$ -	\$ -	\$ -	\$ -
Impact Fees	175,000				
Other Revenue	588,019				
Operating Revenue	763,019	-	-	-	-
Total Sources	(1,181,000)	-	-	-	-
Uses					
Capital Improvement Element Projects					
Capital Projects (non-CIE)	-				
Capital Improvements	6,722,936	-	-	-	-
Reserves	(7,903,936)				
Total Uses	\$ (1,181,000)	\$ -	\$ -	\$ -	\$ -

Funding for the deficiency in this fund provided by interfund loan, funded by surplus in the 1991 Infrastructure Sales Tax Fund. It is anticipated that Impact Fee Collections will repay the loan prior to the cessation of the impact fee.



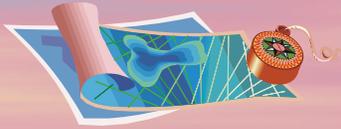
Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
East Collector Transportation Impact Fee					
Sources					
Beginning Fund Balance	\$ 3,738,481	\$ 1,660,922	\$ 2,033,574	\$ -	\$ -
Impact Fees	300,000	309,000	318,270		
Other Revenue	53,958	63,652	77,933		
Operating Revenue	353,958	63,652	77,933	-	-
Total Sources	4,092,439	2,033,574	2,429,777	-	-
Uses					
Capital Improvement Element Projects	2,431,517		6,560,000		
Capital Projects (non-CIE)	-		-		
Capital Improvements	2,431,517	-	6,560,000	-	-
Transfers Out					
Reserves	1,660,922	2,033,574	(4,130,223)		
Total Uses	\$ 4,092,439	\$ 2,033,574	\$ 2,429,777	\$ -	\$ -

Funding for the deficiency in this fund provided by interfund loan, funded by surplus in the 1991 Infrastructure Sales Tax Fund.
It is anticipated that Impact Fee Collections will repay the loan prior to the cessation of the impact fee.

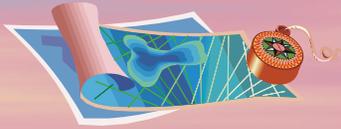


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
South Central Collector Transportation Impact Fee					
Sources					
Beginning Fund Balance	\$ (13,713,754)	\$ -	\$ -	\$ -	\$ -
Impact Fees	100,000				
Operating Revenue	100,000	-	-	-	-
Total Sources	(13,613,754)	-	-	-	-
Uses					
Capital Improvement Element Projects	109,571				
Capital Projects (non-CIE)	-				
Capital Improvements	109,571	-	-	-	-
Transfers Out					
Reserves	(13,723,325)				
Total Uses	\$ (13,613,754)	\$ -	\$ -	\$ -	\$ -

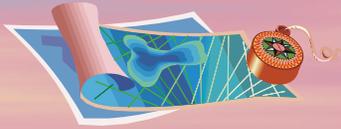
Funding for the deficiency in this fund provided by interfund loan, funded by surplus in the 1991 Infrastructure Sales Tax Fund. It is anticipated that Impact Fee Collections will repay the loan prior to the cessation of the impact fee.



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Stormwater Fund					
Sources					
Beginning Fund Balance	\$ 4,383,661	\$ 972,000	\$ 50,000	\$ 50,000	\$ 50,000
Other Revenue	235,117	235,000	240,000	250,000	260,000
Operating Revenue	235,117	235,000	240,000	250,000	260,000
Transfers In	4,780,000	4,250,000	4,730,000	4,950,000	5,060,000
Total Sources	<u>9,398,778</u>	<u>5,457,000</u>	<u>5,020,000</u>	<u>5,250,000</u>	<u>5,370,000</u>
Uses					
Personal Services	1,471,982	1,530,000	1,590,000	1,650,000	1,720,000
Operating Expenditures - CIE	1,094,759	295,000	395,000	95,000	95,000
Operating Expenditures - non-CIE	1,800,155	2,135,000	2,105,000	2,485,000	2,565,000
	2,894,914	2,430,000	2,500,000	2,580,000	2,660,000
Capital Equipment	25,000	50,000	100,000	100,000	100,000
Operating Expenditures	4,391,896	4,010,000	4,190,000	4,330,000	4,480,000
Capital Improvement Element Projects	3,961,413	1,400,000	800,000	800,000	800,000
Capital Projects (non-CIE)	129,393	47,000	30,000	120,000	90,000
Capital Improvements	4,090,806	1,447,000	830,000	920,000	890,000
Reserves	916,076				
Total Uses	<u>\$ 9,398,778</u>	<u>\$ 5,457,000</u>	<u>\$ 5,020,000</u>	<u>\$ 5,250,000</u>	<u>\$ 5,370,000</u>



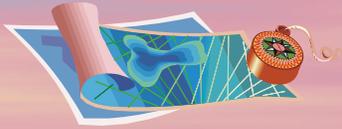
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
17/92 Redevelopment Fund					
Sources					
Beginning Fund Balance	\$ 6,135,332	\$ 8,096,951	\$ 10,355,552	\$ 12,727,815	\$ 15,219,495
Tax Increments - County	2,466,527	2,466,527	2,589,853	2,719,346	2,855,313
Other Revenue	20,000	20,000	20,000	20,000	20,000
Operating Revenue	2,486,527	2,486,527	2,609,853	2,739,346	2,875,313
Total Sources	8,621,859	10,583,478	12,965,405	15,467,162	18,094,808
Uses					
Personal Services	166,660	173,326	180,259	187,470	194,969
Operating Expenditures	52,000	54,600	57,330	60,197	63,206
Grants & Aids	269,146				
Operating Expenditures	487,806	227,926	237,589	247,666	258,175
Capital Improvement Element Projects	67,102				
Capital Projects (non-CIE)	-				
Capital Improvements	67,102	-	-	-	-
Reserves - CIE Designated	1,400,000	1,600,000	1,800,000	2,000,000	2,200,000
Reserves - undesignated	6,696,951	8,755,552	10,927,815	13,219,495	15,636,634
Reserves	8,096,951	10,355,552	12,727,815	15,219,495	17,836,634
Total Uses	\$ 8,651,859	\$ 10,583,478	\$ 12,965,405	\$ 15,467,162	\$ 18,094,808

Designated CIE Reserves consists of funds "put aside" for use in acquiring property along the 17/92 corridor. The above forecast does not include any acquisitions of property but does include an additional \$200,000 "put aside" yearly.

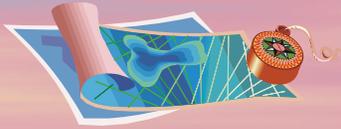


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Infrastructure Improvements / Capital Projects					
Sources					
Beginning Fund Balance	\$ 316,298	\$ -	\$ -	\$ -	\$ -
Total Sources	316,298	-	-	-	-
Uses					
Operating Expenditures	127,329				
Operating Expenditures	127,329	-	-	-	-
Capital Improvement Element Projects	188,969				
Capital Projects (non-CIE)	-				
Capital Improvements	188,969	-	-	-	-
Total Uses	\$ 316,298	\$ -	\$ -	\$ -	\$ -

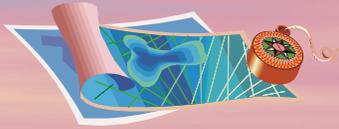


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Natural Lands / Trails Bond Fund					
Sources					
Beginning Fund Balance	\$ 7,965,480	\$ -	\$ -	\$ -	\$ -
Total Sources	7,965,480	-	-	-	-
Uses					
Capital Improvement Element Projects					
Capital Projects (non-CIE)	-				
Capital Improvements	4,292,453	-	-	-	-
Reserves	3,673,027				
Total Uses	\$ 7,965,480	\$ -	\$ -	\$ -	\$ -



Vision 2020 Comprehensive Plan

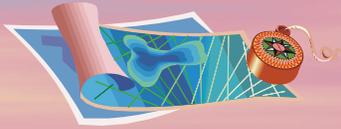
DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Water and Sewer Operating Fund					
Sources					
Beginning Fund Balance	\$ 12,628,080	\$ 11,498,005	\$ 9,891,573	\$ 10,290,848	\$ 10,792,533
Charges for Services	44,114,963	52,976,908	55,823,487	59,674,157	68,145,268
Other Revenue	395,000	1,000,000	1,000,000	1,000,000	1,000,000
Operating Revenue	44,509,963	53,976,908	56,823,487	60,674,157	69,145,268
Total Sources	57,138,043	65,474,913	66,715,060	70,965,005	79,937,801
Uses					
Personal Services	7,084,801	7,290,260	7,654,773	8,037,512	8,439,387
Operating Expenditures	19,628,910	21,006,608	23,484,361	26,026,821	32,635,976
Capital Equipment	53,250	1,000,000	1,250,000	1,250,000	1,500,000
Debt Service	14,726,055	23,406,799	23,409,566	24,227,607	25,377,177
Operating Expenditures	41,493,016	52,703,667	55,798,700	59,541,940	67,952,540
Capital Improvement Element Projects	5,392,729	2,879,673	625,512	630,532	635,753
Capital Improvements	5,392,729	2,879,673	625,512	630,532	635,753
Reserves	10,252,298	9,891,573	10,290,848	10,792,533	11,349,508
Total Uses	\$ 57,138,043	\$ 65,474,913	\$ 66,715,060	\$ 70,965,005	\$ 79,937,801

Funding to sustain operations & for the debt services associated with the issuances of Water and Sewer Bonds in FY 2009/10 and FY 2011/12 is detailed below:

Growth Rate	1.0%	1.5%	1.5%	2.0%
Indexed rate increase	3.0%	3.0%	3.0%	3.0%
Other rate increase	24.0%	2.0%	4.0%	13.0%
	28.0%	6.5%	8.5%	18.0%

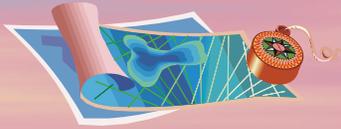


Vision 2020 Comprehensive Plan Seminole County, Florida

DRAFT

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Water Connection Fees Fund					
Sources					
Beginning Fund Balance	\$ 8,079,640	\$ 2,423,888	\$ 2,793,888	\$ -	\$ -
Connection Fees	818,000	825,000	850,000		
Other Revenue	150,000	45,000	51,869		
Operating Revenue	968,000	870,000	901,869	-	-
Total Sources	9,047,640	3,293,888	3,695,757	-	-
Uses					
Capital Improvement Element Projects	6,623,752	500,000	500,000		
Capital Projects (non-CIE)					
Capital Improvements	6,623,752	500,000	500,000	-	-
Reserves	2,423,888	2,793,888	3,195,757	-	-
Total Uses	\$ 9,047,640	\$ 3,293,888	\$ 3,695,757	\$ -	\$ -

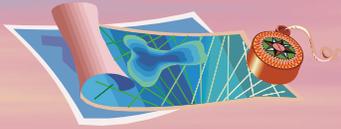


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Sewer Connection Fees Fund					
Sources					
Beginning Fund Balance	\$ 19,300,329	\$ 12,010,305	\$ 12,359,219	\$ -	\$ -
Connection Fees	2,800,000	2,100,000	2,200,000		
Other Revenue	400,000	248,914	256,145		
Operating Revenue	3,200,000	2,348,914	2,456,145	-	-
Total Sources	22,500,329	14,359,219	14,815,364	-	-
Uses					
Capital Improvement Element Projects	10,490,024	2,000,000	2,000,000		
Capital Projects (non-CIE)					
Capital Improvements	10,490,024	2,000,000	2,000,000	-	-
Transfers Out					
Reserves	12,010,305	12,359,219	12,815,364	-	-
Total Uses	\$ 22,500,329	\$ 14,359,219	\$ 14,815,364	\$ -	\$ -

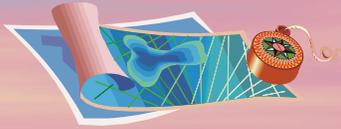


Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Water and Sewer Bonds, Series 2006 Fund					
Sources					
Beginning Fund Balance	\$ 97,238,332				
Other Revenue	1,000,000				
Operating Revenue	1,000,000	-	-	-	-
Total Sources	98,238,332	-	-	-	-
Uses					
Personal Services					
Operating Expenditures					
Capital Equipment					
Debt Service					
Grants & Aids					
Constitutional Officers					
Operating Expenditures	-	-	-	-	-
Total Uses	82,644,398				
Capital Improvement Element Projects	82,644,398				
Capital Projects (non-CIE)	593,587				
Capital Improvements	83,237,985	-	-	-	-
Transfers Out					
Reserves	15,000,347	-	-	-	-
Total Uses	\$ 98,238,332	\$ -	\$ -	\$ -	\$ -



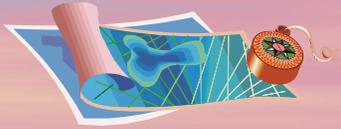
Vision 2020 Comprehensive Plan Seminole County, Florida

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Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Water and Sewer Bonds, Series 2009 Fund					
Sources					
Beginning Fund Balance	\$ -	\$ -	\$ 27,173,277	\$ 15,644,213	\$ 16,577,867
Proceeds from Debt Issuance		125,000,000		30,000,000	
Other Revenue		2,300,000	2,187,500	1,250,000	250,000
Operating Revenue	-	127,300,000	2,187,500	31,250,000	250,000
Total Sources	-	127,300,000	29,360,777	46,894,213	16,827,867
Uses					
Capital Improvement Element Projects		100,126,723	13,716,564	30,316,346	11,062,302
Capital Projects (non-CIE)					
Capital Improvements	-	100,126,723	13,716,564	30,316,346	11,062,302
Reserves		27,173,277	15,644,213	16,577,867	5,765,565
Total Uses	\$ -	\$ 127,300,000	\$ 29,360,777	\$ 46,894,213	\$ 16,827,867

The projects funded through this fund are contingent upon the Board of County Commissioners approving a new bond issue

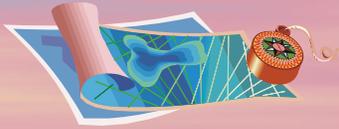


Vision 2020 Comprehensive Plan

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Seminole County

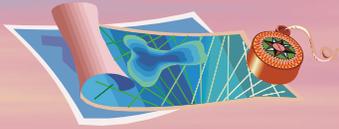
	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Environmental Services Grants Fund					
Sources					
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Local Grants and Aid	7,530,000				
Operating Revenue	7,530,000	-	-	-	-
Total Sources	7,530,000	-	-	-	-
Uses					
Capital Improvement Element Projects	7,530,000				
Capital Projects (non-CIE)					
Capital Improvements	7,530,000	-	-	-	-
Reserves	-				
Total Uses	\$ 7,530,000	\$ -	\$ -	\$ -	\$ -



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Seminole County

	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Solid Waste Fund					
Sources					
Beginning Fund Balance	\$ 25,614,146	\$ 17,783,418	\$ 17,669,994	\$ 16,528,567	\$ 17,047,619
Operating Revenues	14,429,900	14,790,836	15,160,979	15,539,492	15,928,235
Other Revenue	1,086,000	1,113,164	1,141,021	1,169,508	1,198,765
Operating Revenue	15,515,900	15,904,000	16,302,000	16,709,000	17,127,000
Total Sources	41,130,046	33,687,418	33,971,994	33,237,567	34,174,619
Uses					
Personal Services	4,467,099	4,320,486	4,430,895	4,616,176	4,810,776
Operating Expenditures	4,808,441	5,072,905	5,351,915	5,646,270	5,956,815
Capital Equipment	4,561,152	4,277,845	4,403,216	4,533,641	4,669,650
Debt Service	1,138,489	1,137,426	1,141,926	1,143,861	1,142,199
Operating Expenditures	14,975,181	14,808,662	15,327,952	15,939,948	16,579,440
Capital Improvement Element Projects	6,818,959	1,185,609	2,115,475	250,000	809,246
Capital Projects (non-CIE)	1,552,488	23,153	-	-	-
Capital Improvements	8,371,447	1,208,762	2,115,475	250,000	809,246
Reserves	17,783,418	17,669,994	16,528,567	17,047,619	16,785,933
Total Uses	\$ 41,130,046	\$ 33,687,418	\$ 33,971,994	\$ 33,237,567	\$ 34,174,619



Vision 2020 Comprehensive Plan

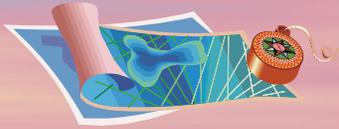
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Facility LOS - All Facilities

Element	Facility Type	Service Area	Adopted Level of Service
Drainage	Drainage Structures	By Basin, Countywide	see Exhibit CIE: Facility LOS - Drainage
	Water Quality	By Basin, Countywide	see Exhibit CIE: Facility LOS - Drainage
Potable Water	County Water Treatment Plants	Service to portions of the unincorporated area and cities	350 Gallons/Day Equivalent Residential Connections (ERC)
Public School	Capital Program	Countywide	<u>2008 - 2012</u>
			Elementary and Middle CSA - 100% of Permanent Florida Inventory of School Houses (FISH) Capacity High School CSA - 110% of Permanent FISH Capacity
Recreation and Open Space	Urban Community Parks - Land and Facilities	Countywide	<u>Beginning 2013</u>
			Elementary and Middle CSA - 100% of Permanent FISH Capacity High School CSA - 100% of Permanent FISH Capacity
Sanitary Sewer	County Wastewater Treatment Plants	Service to portions of the unincorporated area and cities	300 Gallons/Day/ERC
Solid Waste	County Landfill	Countywide	LOS for 2007/08 - 2011/12 4.2 lbs/capita/day
	County Transfer Station	Countywide	LOS for 2007/08 - 2011/12 4.3 lbs/capita/day
Transportation	County Arterial and Collector Roads 2-lane, 4-lane, 6-lane	Vary by Character Area: Rural, Mixed Use Centers, Development Corridors and Neighborhoods	Daily/Peak Hour Per Transportation Element Policies for facilities impacted by Mixed Use Center traffic and facilities in Special Transportation Areas, facilities parallel to exclusive transit or toll facilities, physically or policy constrained facilities, backlogged facilities and other facilities.
	State Roads	Countywide	Per Transportation Element Florida Intrastate Highway System (FIHS) per FDOT LOS Criteria Tables
	(See Facility LOS - Seminole County Roads and State Highways Criteria on pages 7 and 8)		
	Mass Transit System	Transit Service Area	1.03 revenue miles/capita translating the annual revenue miles standards as: 1.5219/Single-Family dwelling units 1.1255/Multi-Family dwelling units 1.3162/Hotel-Motel room 3.1164/Retail employee 0.4266/ Non-Retail employee

(Facility LOS - All Facilities.xls)

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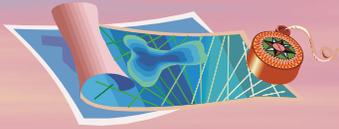
Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Facility LOS — All Facilities

Plan Element	Facility Type	Service Area	Adopted Level of Service
Drainage	Drainage Structures Water Quality	By Basin, Countywide	see Exhibit CIE: Facility LOS - Drainage see Exhibit CIE: Facility LOS - Drainage
Library Services	Library System Collection	Countywide (less Alt. Springs)	1.0 Book/Capita
Potable Water	County Water Treatment Plants	Service to portions of the unincorporated area and cities	350 Gallons/Day ERC
Public Safety	Fire/Rescue Units	Unincorporated Area	5 Minute Unincorporated Area Average Response Time
Recreation and Open Space	Urban Community Parks - Land and Facilities	Countywide	3.6 Total acres/1,000 population 1.0 developed acres/1,000 population
Sanitary Sewer	Co Tre		
Solid Waste	Co Co Sta		011/12 011/12
Transportation	County Arterial and Collector Roads 2-lane, 4-lane, 6-lane State Roads Mass Transit System	Vary by Character Area: Rural, Mixed Use Centers, Development Corridors and Neighbor- hoods County -wide Transit Service Area	Daily/Peak Hour Per Transportation Element Policies for facilities impacted by Mixed Use Center traffic and facilities in Special Transportation Areas, facilities parallel to exclusive transit or toll facilities, physically or policy constrained facilities, backlogged facilities and other facilities. Per Transportation Element (FIHS per FDOT LOS Criteria Tables) and State Highways Criteria on pages 7 and 8) 1.03 revenue miles/capita translating the annual revenue miles standards as: 1.5219/Single-Family dwelling units 1.1255/Multi-Family dwelling units 1.3162/Hotel-Motel room 3.1164/Retail employee 0.4266/ Non-Retail employee

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(Facility LOS - All Facilities.xls)



Facility LOS – Drainage

Level of Service Standards for Development

<u>FACILITY TYPE</u>	<u>DESIGN STORM (1)</u>
<u>Retention/Detention Facilities</u>	
<u>With Positive Outfall</u>	<u>25-Year, 24-Hour</u>
<u>Landlocked, No Positive Outfall (Based on SJRWMD Criteria)</u>	<u>100-Year / 24-Hour Total Retention or 25-year / 96-Hour Pre/Post Volumetric Discharge (With DRM approval) (2)</u>
<u>Closed Drainage System</u>	
<u>Internal to Development</u>	<u>10-Year / 3-Hour (3)</u>
<u>Arterial and Collector Streets</u>	<u>10-Year, Hydraulic Gradient Line 1.0 feet below gutter line</u>
<u>Local Streets</u>	<u>10-Year, Hydraulic Gradient Line 0.5 feet below gutter line</u>
<u>Roadside Swale</u>	
<u>10-Year / 3-Hour (3)</u>	
<u>Canal / Major Crossings (4)</u>	
<u>25-Year or 50-Year / 24 Hour</u>	
<u>Bridge</u>	
<u>100-Year / 24 Hour</u>	

(1) Design storm may be increased if deemed necessary by the DRM to protect upstream or downstream properties.

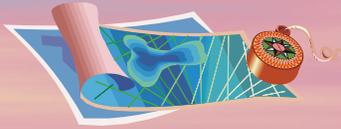
(2) DRM - Development Review Manager

(3) FDOT Standard

(4) As determined by the County Engineer

Note: See the Drainage Element for additional policies relating to standards and new development.

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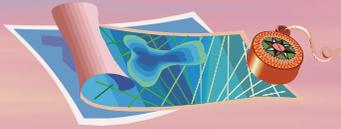
Facility LOS — Drainage

Level of Service Standards for New Development

Facility	Design Storm
Retention/Detention Basins (with positive outfall) - Sites and Subdivisions	25 Year, 24 Hour
Retention /Detention Basins (Landlocked with no positive outfall)	100 Year, 24 Hour (Total Retention)
Retention/Detention Basins - Adjacent to a public right-of-way with no positive outfall	25 Year, 24 Hour (Total Retention)
Closed Drainage System (Internal to Development)	10 Year, 24 Hour
Roadside Swales	
Arterial and Collector Streets	1.0 feet below gutter line
Local Streets	10 Year, Hydraulic Gradient Line - 0.5 feet below gutter line
Canals	25 Years
Bridges - The design frequency may be increased if found necessary by the Manager of the Development Review Division to protect upstream or downstream properties.	100 Years

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Note: See the Drainage Element for additional policies relating to standards and new development.



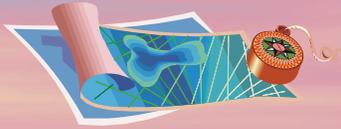
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Facility LOS – Seminole County Roads

Arterials and Collectors Generalized Maximum Service Volumes Interim (5-Year) Planning Application

LOS Level	Lanes		
	2	4	6
A	13,640		
B	14,620	19,152	
C	15,530	25,537	
D (1)	17,800	32,320	48,520
E (2)	19,360	42,560	63,840
RURAL D	15,000	38,000	57,000

- (1) For Facilities Outside of Urban Center Traffic Impact Areas.
- (2) For Facilities Inside of Urban Center Traffic Impact Areas.



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Facility LOS - State Highways Criteria

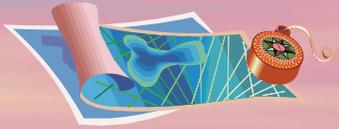
Rural Areas and Areas Less Than 5,000 Population

LOS	Freeways	Multi-Lane Arterials	Two-Lane Highways		Interrupted Arterials
	(measure)	(v/c)	55 mph (v/c)	45 mph (v/c)	(average travel speed)
LOS A	≤0.35	≤0.30	≤0.12	≤0.09	≤42 mph
LOS B	≤0.54	≤0.54	≤0.24	≤0.21	≤34 mph
LOS C	≤0.77	≤0.71	≤0.39	≤0.36	≤27 mph
LOS D	≤0.93	≤0.87	≤0.62	≤0.60	≤21 mph
LOS E	≤1.00	≤1.00	≤1.00	≤1.00	≤16 mph
LOS F	>1.00	>1.00	>1.00	>1.00	>16 mph

Urbanized Areas, Transitioning Areas, and Areas over 5,000 Population

LOS	Freeways	Uninterrupted Multi-Lane	Two-Lane Arterials		
			Class		
			I	II	III
(measure)	(v/c)	(v/c)	(average travel speed)		
LOS A	≤0.35	N/A	≤35 mph	≤30 mph	≤25 mph
LOS B	≤0.54	≤0.45	≤28 mph	≤24 mph	≤19 mph
LOS C	≤0.77	≤0.60	≤22 mph	≤18 mph	≤13 mph
LOS D	≤0.93	≤0.76	≤17 mph	≤14 mph	≤9 mph
LOS E	≤1.00	≤1.00	≤13 mph	≤10 mph	≤7 mph
LOS F	>1.00	>1.00	>13 mph	>10 mph	>7 mph

Source: Information is extracted from both the 1995 and 1998 LOS Handbook Manuals.



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Facility Program – Drainage

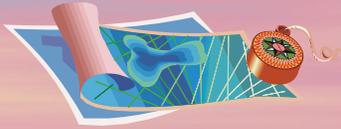
Summary of Policies, Programs and Capital Improvements with Cost Impacts Drainage

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2008 - 9/30/2013	
Major Work Efforts: - TMDL Implementation - Primary and Secondary Drainage Facility Improvements - Subdivision Rehabilitations	
Total 5 Year Cost	\$30,930,689

Potential Additional Cost Impacts During/Beyond Five Year Planning Period
<ul style="list-style-type: none"> · Implementation of water quality programs and deficiency corrections based on current NPDES permit. · Funding of the Total Maximum Daily Load (TMDL) program for Seminole County beginning FY2005/06 for NPDES Permit compliance in L. Jesup Basin and the additional 22 TMDL impaired lakes and water body segments soon to added in the 2008 basin planning phase and middle basin planning process.

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Drainage list of projects within the Capital Improvement Element Update are: general revenues, stormwater assessments, locally levied infrastructure sales tax and gas taxes. The current revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE update, but since a large portion of the projects are funded by a general fund transfer to the stormwater funds, state imposed reductions in ad valorem, taxes will have a direct impact on the stormwater fund. In addition, federal/state/water management district funding partnership funding will continue to be aggressively pursued, but the agencies have made the county aware that other government entities with dedicated funding sources will have priority over Seminole County for future grant/cost share programs. State and water management district funding reductions are expected to result from both state budget reductions and ad valorem mandated cuts to the St Johns River Water Management District.

(facility program - drainage.xls)



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Facility Program - Drainage

Summary of Policies, Programs and Capital Improvements with Cost Impacts Drainage

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012

Major Work Efforts:

- TMDL Implementation
- Primary and Secondary Drainage Facility Improvements
- Subdivision Rehabilitations

Program Cost \$51,586,884

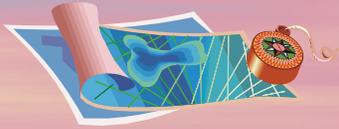
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Potential

Reporting Period

- Implementation of water quality improvements to meet current NPDES permit.
- Funding of the Total Maximum Daily Load (TMDL) program for Seminole County beginning FY2005/06 for NPDES Permit compliance in L. Jesup Basin and the additional 22 TMDL impaired lakes and water body segments soon to be added in the 2008 basin planning phase and middle basin planning process.

Available Funding Options Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Drainage list of projects within the Capital Improvement Element Update are: general revenues, stormwater assessments, locally levied infrastructure sales tax and gas taxes. The current revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE update, but since a large portion of the projects are funded by a general fund transfer to the stormwater funds, state imposed reductions in ad valorem, taxes will have a direct impact on the stormwater fund. In addition, federal/state/water management district funding partnership funding will continue to be aggressively pursued, but the agencies have made the county aware that other government entities with dedicated funding sources will have priority over Seminole County for future grant/cost share programs. State and water management district funding reductions are expected to result from both state budget reductions and ad valorem mandated cuts to the St Johns River Water Management District.



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Capacity/Improvements Summary

Water Quality Section Program Description History and Current Status March 2008

Background

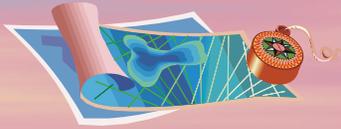
The Water Quality Program was officially initiated in 1997 because of the federally mandated National Pollutant Discharge Elimination System (NPDES) component of the Clean Water Act. The County, along with the seven cities and FDOT (co-permittees), were required to apply for this federal permit in 1995/1996 due to the County's population size. (Smaller municipalities were required to apply several years later, with lesser permit requirements.)

The overall goal of this permit is to reduce the amount of pollutants in stormwater runoff that is discharged directly into natural waterbodies, streams and rivers systems. Therefore, the Water Quality Section's primary objectives are monitoring, protecting, and maintaining the quality of surface waters in unincorporated Seminole County. These objectives are achieved through a coordinated water chemistry and biological monitoring program, public education and outreach, internal/external education and training, volunteer programs, water quality capital improvement projects, monitoring/improving internal procedures (i.e. maintenance, pollution prevention, etc.), and by providing technical assistance to residents and other agencies. The NPDES program was later transferred to the Florida Department of Environmental Protection (FDEP). Annual reports are required to be submitted to FDEP which track and quantify tasks that are specified in the permit. The County is currently in Year 4 of its second 5 year permit.

Subsequently, the federal and state governments have developed and begun implementation of the Total Maximum Daily Load (TMDL) Program, as also specified in the Clean Water Act. This operates essentially as a second phase to the NPDES program. It requires the identification of "impaired waterbodies" based on the State's water quality standards and the development and implementation of specific management plans which will return the waterbodies to their previously unimpaired state. "Impaired waterbodies" are defined as not meeting their designated uses, and in terms of Seminole County, all water bodies are classified as recreational, meaning "fish-able and swim-able".

The management plans, Basin Management Action Plans (BMAP), require funded water quality CIP projects to be identified with timelines, anticipated results, and post-construction monitoring plans included. These BMAP will then be incorporated into the County's MS4 (Municipal Separate Storm Sewer System) NPDES permit. Other potential impacts from the TMDL may include the revision of land development codes and/or the restriction or elimination of stormwater runoff from new and re-development within the specified watershed.

Currently, Lake Jesup and Cranes Strand have been identified as high priority waterbodies, for which TMDL have been set by FDEP. At this stage, County staff is currently working with FDEP on the BMAP for these waterbodies. The next priority tier of waterbodies (medium) to begin the development of TMDL, include approximately 22 waterbodies within Seminole County and are scheduled to have TMDL set by 2008/2009. Staff is coordinating with appropriate municipal staff, as some of these waterbodies are wholly within municipal jurisdictions or shared jurisdictions.

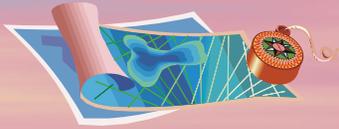


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Stormwater Program

The information below presents an overview of the Stormwater Program which provides for continuing basin evaluations, capital improvements, initiation of water quality studies, and compliance with State and Federal regulations:

The following list of limited basin evaluations (due to funding reductions), studies, improvement projects, and equipment details the five year capital projects Stormwater Program adopted in the Capital Improvements Element. One of the primary goals of this program is to reduce system drainage deficiencies over time consistent with funding levels. Level of Service standards for Stormwater are adopted for various types of road and development facilities. Revised pre/post pollutant loading standards are expected to be put in place once a soon to be adopted state wide water rule is rewritten, likely 2008/09.



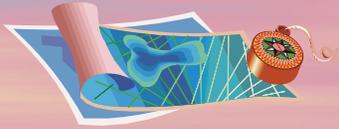
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Five Year Capital Schedule of Improvements

Project #	Drainage Project Titles	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00007203	County Road 427 Phase V & VI Mitigation	170,000		0	0	0
00008302	Sweetwater Cove Tributary	1,327,257		0	0	0
00174503	SR 434 Sedimentation Basin	1,082,853		0	0	0
00192701	Navy Canal Regional Stormwater Facility	46,475		0	0	0
00203002	Elder Creek / C-15 Pond	3,450		0	0	0
00209102	Anchor Road Drainage Improvement	2,122,234		0	0	0
00209105	Curryville Rd Culverts	425,582		0	0	0
00209106	Wekiva Park Drive	398,739		0	0	0
00209108	Lincoln Heights Drainage Improvements	2,716,506		0	0	0
00209110	West Crystal Dr. Drainage Improvements	300,000	600,000		0	0
00209113	Red Bug Lake Rd Outfall Drainage Improvements	1,260,086		0	0	0
00209114	Red Bug Lake Rd at Howell Creek Erosion Control	475,000	1,600,000		0	0
00228301	Sylvan Lake Outfall / Lake Level Control	2,062,832		0	0	0
00229001	Cassel Creek Stormwater Facility	400,000	1,700,000		0	0
00229106	Paradise Pt Subdivision Drainage Improvements	268,240		0	0	0
00229109	Praire Lake Outfall Improvements	111,419		0	0	0
00229114	East Settler Loop	252,019		0	0	0
00229115	SR 426 at Aloma Woods Conveyence Improvements	366,500	600,000		0	0
00233801	CLUB II REGIONAL STORMWATER FACILITY/JPP	129,414		0	0	0
00234502	Markham Woods Road & Drainage Improvements	9,902		0	0	0
00241701	Midway Regional Stormwater Facility (IFAS)/Joint Participant	3,132,511		0	0	0
00241801	Midway Regional Stormwater Facility (IFAS) Demolition	108,337		0	0	0
00242001	Big Econ Basin Preliminary Engineering	0	200,000	300,000		0
00242301	Bear Gully Drainage Improvements	951,368		0	0	0
00243001	Myrtle Lake Hills Drainage Improvements	213,124		0	0	0
00246201	Washington Heights Erosion Control	695,816		0	0	0
00255701	Subdivision Retrofit Program	60,000	895,000	895,000	895,000	895,000
00255713	Stillwater Drive (Subdivision Retrofit)	100,000		0	0	0
00255715	Rising Sun Boulevard (Subdivision Retrofit)	300,000		0	0	0
00255722	Eagle Circle (Subdivision Retrofit)	200,000		0	0	0
00255723	Hunt Lane (Subdivision Retrofit)	50,000		0	0	0
00255725	Wekiva Trail (Subdivision Retrofit)	95,000		0	0	0
00255729	Shadow Creek Circle (Subdivision Retrofit)	100,000		0	0	0
00255730	Continental Boulevard (Subdivision Retrofit)	50,000		0	0	0
00255731	Courtland Loop Tuska Bay (Subdivision Retrofit)	25,000		0	0	0
00255732	Spring Valley Loop (Subdivision Retrofit)	50,000		0	0	0
00258301	Innovative Waste Management Grant	288,022		0	0	0
00258401	Lockhart Smith Canal Regional Stormwater Facility	102,211		0	0	0
00259501	Grace Lake Design Modeling	946,783		0	0	0
00276901	Total Maximum Daily Load Reduction Capital Projects	403,500		0	0	0
00276902	Bear Gully Lake Assessment	55,084		0	0	0
00276903	Lake Howell Assessment	65,425		0	0	0
00277001	Lake Mary Boulevard at Sun Drive Secondary Drainage	120,000		0	0	0
00281901	Stormwater Fee Study	60,000		0	0	0
00282001	Whispering Winds Pond Retrofits	250,000		0	0	0
Total Drainage		22,350,689	5,595,000	1,195,000	895,000	895,000

(CIE Projects (4) FS 100808.xls)

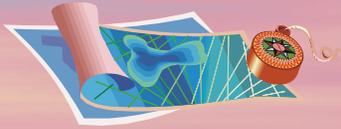


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00008002	Econlockhatchee River Basin TMDL Implementation	-	-	800,000	900,000	990,000
00008301	Wekiva River Basin Study	-	-	800,000	900,000	990,000
00008302	Sweetwater Cove Tributary	1,533,444	-	-	-	-
00009001	Lake Jesup Basin Study	-	-	800,000	900,000	990,000
00009202	Little Econ / Crane Strand (JPP)	246,897	-	-	-	-
00012002	Howell Creek Basin Drainage I	-	-	800,000	900,000	990,000
00174503	SR 434 Sedimentation Basin	1,087,561	-	-	-	-
00202402	Lockhart Smith Canal / Acquisition & Improvement	132,233	-	-	-	-
00202404	Six Mile Canal Phase I Channel Improvements	70,000	350,000	500,000	-	-
00202405	Lightwood Knot Canal - Phase I	150,000	1,250,000	1,250,000	1,000,000	-
00203002	Elder Creek / C-15 Pond	363,091	-	-	-	-
00209102	Anchor Road Drainage Improvement	2,140,029	-	-	-	-
00209103	Lake Howell Road - design	85,365	-	-	-	-
00209105	Curryville Rd Culverts	-	-	-	-	-
00209106	Wekiva Park Drive	-	-	-	-	-
00209108	Lincoln Heights Drainage	-	-	-	-	-
00209110	West Crystal Dr. Drainage	-	-	-	-	-
00209112	Road Related Projects	-	-	-	1,050,000	1,050,000
00209113	Red Bug Lake Rd Outfall	-	-	-	-	-
00209114	Red Bug Lake Rd at Howell Creek Erosion Control	550,000	200,000	1,000,000	-	-
00228301	Sylvan Lake Outfall / Lake Level Control	2,130,000	-	-	-	-
00229001	Cassel Creek Stormwater Facility	400,000	-	1,700,000	-	-
00229104	Alexander Ave	4,812	-	-	-	-
00229106	Paradise Pt Subdivision Drainage Improvements	760,000	-	-	-	-
00229109	Praire Lake Outfall Improvement	173,000	-	-	-	-
00229114	East Settler Loop	90,000	250,000	-	-	-
00229115	SR 426 at Aloma Woods Conveyence Improvements	366,500	-	600,000	-	-
00233801	CLUB II REGIONAL STORMWATER FACILITY/JPP	286,332	-	-	-	-
00234502	Markham Wood Road & Drainage Improvements	75,000	-	-	-	-
00241501	Middle Basin Preliminary Engineering	-	-	130,000	223,250	223,250
00241701	Midway Regional Stormwater Facility (IFAS)/Joint Participar	2,600,000	-	-	-	-
00241801	Midway Regional Stormwater Facility (IFAS) Demolition	235,090	-	-	-	-
00242301	Bear Gully Drainage Improvements	300,000	650,000	-	-	-
00243001	Myrtle Lake Hills Drainage Improvements	213,124	-	-	-	-
00246201	Washington Heights Erosion Control	40,000	650,000	-	-	-
00255701	Subdivision Retrofit Program	345,000	425,000	1,050,000	1,050,000	1,050,000
00255713	Stillwater Drive (Subdivision Retrofit)	-	100,000	-	-	-
00255715	Rising Sun Boulevard (Subdivision Retrofit)	-	300,000	-	-	-
00255722	Eagle Circle (Subdivision Retrofit)	200,000	-	-	-	-
00255723	Hunt Lane (Subdivision Retrofit)	50,000	-	-	-	-
00255725	Wekiva Trail (Subdivision Retrofit)	275,000	95,000	-	-	-

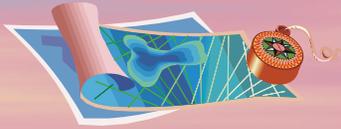
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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00255729	Shadow Creek Circle (Subdivision Retrofit)	-	100,000	-	-	-
00255730	Continental Boulevard (Subdivision Retrofit)	-	50,000	-	-	-
00255731	Courtland Loop Tuska Bay (Subdivision Retrofit)	-	25,000	-	-	-
00255732	Spring Valley Loop (Subdivision Retrofit)	-	50,000	-	-	-
00258301	Innovative Waste Management Grant	476,383	-	-	-	-
00258401	Lockhart Smith Canal Regional Stormwater Facility	358,144	-	-	-	-
00259501	Grace Lake Design Modeling	523,137	550,000	-	-	-
00277001	Lake Mary Boulevard at Sun Drive Secondary Drainage	120,000	-	-	-	-
Totals		19,355,384	7,345,000	11,680,000	6,923,250	6,283,250

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Capacity/Improvements Summary

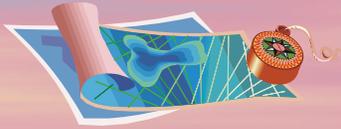
Libraries

Year	Collection Volumes *
<u>CURRENT</u>	
2006 Available	510,317
2006 Demand *	<u>387,371</u>
Surplus (Deficiency)	122,946
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>	
Added Volumes *	0
<u>FIFTH YEAR</u>	
2012 Total Availab	510,317
2012 Demand *	<u>442,718</u>
Surplus (Deficiency)	67,599
<u>FUTURE</u>	
2025 Needed*	450,494

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* Based on maintaining adopted standard of 1.0 book/capita for countywide library service population excluding Altamonte Springs which maintains a municipal library.

** Expansion of collection dependent upon expansion of space available.



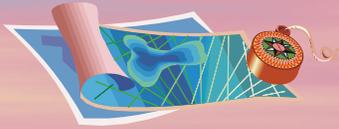
Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00025001	Library Collection Replacement	758,075	758,075	758,075	-	-
00029801	Library Book Donations	10,000	10,000	10,000	-	-
00060301	Library Collection New Volume	200,000	200,000	200,000	-	-
	Totals	968,075	968,075	968,075	-	-

(Facility Program - Library.xls)

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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Facility Program - Potable Water/Sanitary Sewer

Summary of Policies, Programs and Capital Improvements with Cost Impacts Potable Water and Sanitary Sewer

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2008 - 9/30/2013	
<p>Among the projects scheduled for Environmental Services is expansion of the Yankee Lake Water Reclamation Facility to 3.50 million gallons a day (MGD) and expansion of the reclaimed system to include residential service in the Northwest area. Renewal requests for the NE and SE service area CUPs have been submitted and a consolidated CUP for all County service areas is under review by the SJRWMD.</p> <p>The permitted deficits shown in years 2010, 2015 and 2025 will be addressed by 1) SJRWMD issuance of the applied for consolidated CUP - expected in the first half of 2009, and 2) completion of capital projects #216601 and #178301 listed in the Five Year Capital Schedule of Improvements table.</p>	
Total 5 Year Water Cost	\$184,919,296
Total 5 Year Sewer Cost	\$93,467,852
Grand 5 Year Cost	\$278,387,148

Potential Additional Cost Impacts During/Beyond The Five Year Planning Period
<p>The required levels of treatment for sewer and water and programs needed to implement the treatment may change as the EPA continues research resulting in legislative amendments. Implementation of Master Plan recommendations has been initiated with the addition of several plant and distribution improvements.</p>

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Potable Water/sanitary Sewer Capital Improvement Element Update are: rates and charges collected from water & sewer system customers, connection fees, proceeds from bond issues backed by revenues of the system and various grant opportunities. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.

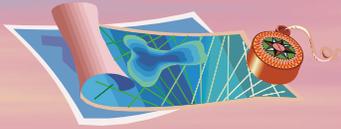
Water Supply Facilities Work Plan (Water Supply Plan/WSP) - The County adopted a WSP on 11/13/2007. The required annual update to the WSP is accomplished in conjunction with the annual update of the Capital Improvements Element (CIE) capital projects list.

In December 2008, the County will be adopting its Evaluation and Appraisal (EAR) based amendments – a seven year update of all Comprehensive Plan elements. The transmitted amendments, including policy and text changes affecting the WSP, have been reviewed by the St Johns River Water Management District (SJRWMD) and Florida Department of Community Affairs (DCA).

Changes to the WSP text and supporting policies based on DCA's Objections, Recommendations, Comments (ORC) Report will be addressed by the adoption of the EAR amendments in December. Changes to the capital projects list of the WSP are addressed in this amendment of the CIE. In the future, both WSP projects and text will be addressed under the same CIE amendment.

To maintain consistency with the Water Supply Plan, the Capacity/Improvements Summary table shown here is the same as that accepted as part of the County's application for a consolidated CUP. A five year capital projects list by water and sewer and a WSP ten year capital project list are included.

(facility program potwater sansewer.xls)



Facility Program - Potable Water/Sanitary Sewer

Summary of Policies, Programs and Capital Improvements with Cost Impacts Potable Water and Sanitary Sewer

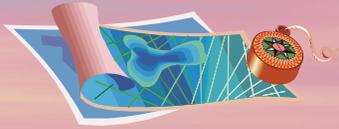
Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
<p>Among the projects scheduled for Environmental Services is expansion of the Yankee Lake Water Reclamation Facility to 5.0 million gallons a day (MGD) and expansion of the reclaimed system to include residential service in the Northwest area. Renewal requests for the NE and SE service area CUPs have been submitted and a consolidated CUP for all County service areas is under review by the SJRWMD. The projected figures in the water capacity and demand table have been accepted as part of the County's application for a global CUP. The table was also included in the Water Supply Facilities Plan amendment done in conjunction with the Regional Water Supply Plan. The Water Supply Facilities Work Plan was adopted on 11/13/2007.</p>	
Total 5 Year Water Cost	\$173,621,314
Total 5 Year Sewer Cost	\$103,165,688
Grand 5 Year Cost	\$276,787,002

Potential Additional Cost Impacts During/Beyond The Five Year Planning Period
<p>The required levels of treatment for sewer and water and programs needed to implement the treatment may change as the EPA continues to update its standards. The implementation of Master Plan recommendations has been delayed due to funding constraints and other improvements.</p>

Available Funding Options
<p>Commissioners (either existing or available with the County) have approved the Sanitary Sewer Capital Improvement Element Update and the rates and charges collected from water & sewer system customers, connection fees, proceeds from bond issues backed by revenues of the system and various grant opportunities. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.</p>

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(facility program potwater sansewer.xls)



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Capacity/Improvements Summary

2005				
Water Service Areas (mgd)	Design Capacity (ADF) (1)	Permit SJRWMD Alloc (2)	Current Demand (ADF) (3)	Permit Surplus/Deficit
N West (4)	8.376	6.430	5.760	0.670
N East (4)(5)	3.709	3.020	2.280	0.740
S East (6)	13.233	9.154	8.470	0.684
S West	2.560	1.600	1.270	0.330
TOTALS	27.878	20.204	17.780	2.424
Blk Hmk (7)	0.175	NA	0.103	0.072
2010				
Water Service Areas (mgd)	Design Capacity (ADF) (1)	Permit SJRWMD Alloc (2)	Projected Demand (3)	Permit Surplus/Deficit
N West (4)	8.376	8.230	9.480	-1.250
N East (4)(5)	3.709	3.020	2.650	0.370
S East (6)	13.233	9.154	11.390	-2.236
S West	2.560	1.690	1.550	0.140
TOTALS	27.878	22.094	25.070	-2.976
Blk Hmk (7)	0.175	NA	0.129	0.046
2015				
Water Service Areas (mgd)	Design Capacity (ADF) (1)	Permit SJRWMD Alloc (2)	Projected Demand (3)	Permit Surplus/Deficit
N West (4)	8.376	8.230	10.860	-2.630
N East (4)(5)	3.709	3.020	3.120	-0.100
S East (6)	13.233	9.154	13.160	-4.006
S West	2.560	1.370	1.760	-0.390
TOTALS	27.878	21.774	28.900	-7.126
Blk Hmk (7)	0.175	NA	0.140	0.035
2020				
Water Service Areas (mgd)	Design Capacity (ADF) (1)	Permit SJRWMD Alloc (2)	Projected Demand (3)	Permit Surplus/Deficit
N West (4)	8.376	8.230	11.960	-3.730
N East (4)(5)	3.709	3.020	3.550	-0.530
S East (6)	13.233	9.154	14.430	-5.276
S West	2.560	1.370	2.010	-0.640
TOTALS	27.878	21.774	31.950	-10.176
Blk Hmk (7)	0.175	NA	0.151	0.024

1 Physical plant permitted average day capacity.

Rev. 2, Jan 25, 2007

Revision 2, Jan 25, 2007

2 Daily average pumping amount based on SJRWMD CUP permit allocation for the individual year and service area.

3 Projected demand is based historical flow information. Amounts have not been reduced due to reflect effects of proposed conservation or reclaimed water usage to offset use of potable water for irrigation. Current demand (2005) is consistent with the County's CUP application, which uses water demands from 9/1/04 – 8/31/05.

4 The Northwest and Northeast service areas are interconnected.

5 SJRWMD Northeast CUP expired November 30, 2003. Renewal application submitted to District. Previous allocation shown.

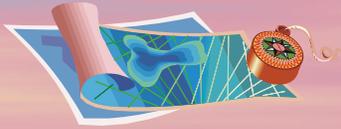
6 SJRWMD Southeast CUP expired December 31, 2003. Renewal application submitted to District. Previous allocation shown.

7 The Black Hammock Service Area is served through a wholesale contract with the City of Oviedo.

Note 1: Projected deficits are based on existing facility capacity and current conservation efforts.

Note 2: Six small, built-out private water facilities were absorbed mid-2004 capacity/demand calculations beginning with the 2007 CIE.

(WSP Exhibit1.xls)



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Sanitary Sewer

Sewer Service Areas (mgd)	2007			2013			2025
	Permit Capac (1)	Current Demand (ADF) (5)	Surplus/ (Deficit)	Permit Capac (1) (4)	Projected Demand (2)	Surplus/ (Deficit)	Projected Demand (ADF)
NW/NE (3)	6.000	4.208	1.792	6.500	5.870	0.630	8.160
S East	8.506	5.159	3.347	8.506	6.630	1.876	9.240
S West	0.855	0.737	0.118	0.855	0.728	0.127	1.070
TOTALS	15.361	10.104		15.861	13.228		18.470

1 Design and permitted capacity.

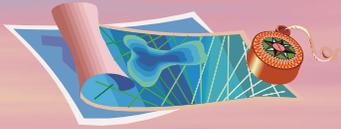
2 Projected demand is based on the level of service standard of 300 gal/day/unit.

3 Northwest and Northeast service areas are interconnected. NW 2.5mgd and NE 3.5mgd

4 Based on approval of submitted request for re-rating of Yankee Lake and Greenwood Lakes treatment plants.

Source: Seminole County Environmental Services

(facility program - potwater sansewer.xls)



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Sanitary Sewer

Sewer Service Areas (mgd)	2006			2012			2025
	Permit Capac (1)	Current Demand (ADF) (5)	Surplus/ (Deficit)	Permit Capac (1) (4)	Projected Demand (2)	Surplus/ (Deficit)	Projected Demand (ADF)
NW/NE (3)	6.000	3.990	2.010	7.000	5.802	1.198	6.390
S East	8.506	4.940	3.566	8.506	6.440	2.066	7.709
S West	0.855	0.522	0.333	0.855	0.071	0.784	0.748
TOTALS	15.361	9.452		16.361	12.313		14.847

1 Design and permitted capacity.

2 Projected demand is based on the level of service standard of 300 gal/day/unit.

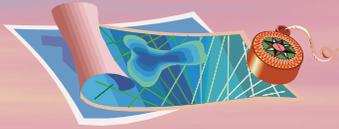
3 Northwest and Northeast service areas are interconnected. NW 2.5mgd and NE 3.5mgd

4 Based on approval of submitted request for re-rating of Yankee Lake and Greenwood Lakes treatment plants.

Source: Seminole County Engineering Services (6/2007)

(potwater sansewer.xls)

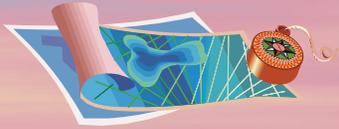
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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Potable Water Project Titles	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00021701	Oversizings & Extensions	1,000,000	1,000,000	1,000,000	0	0
00056601	WATER PLANT REHABILITATIONS	975,000	3,645,171	236,434	0	0
00063601	Chapman Road Utility Relocation	18,865	0	0	0	3,521,595
00064501	WATER DISTRIBUTION UPGRADES	2,156,502	1,970,748	970,748	0	0
00065101	LK EMMA RD UTILITY ADJUSTMENTS	1,692,915	0	0	0	0
00065201	MINOR ROADS UTILITY UPGRADES	2,505,759	2,500,000	1,250,000	0	0
00067201	CR15 UTILITY ADJUSTMENTS	81,264	0	0	0	0
00164301	YANKEE LK ALTERNATIVE WATER	4,705,001	0	0	0	0
00168801	SE/LK HAYES WATER MAIN PHASE II	2,925,250	0	0	0	0
00178101	BUNNEL RD UTILITY ADJUSTMENT	370,984	0	0	0	0
00178301	Country Club Well #3	587,567	300,000	1,612,500	0	0
00181601	YANKEE LK SURFACE WATER PLANT	51,842,787	0	0	0	0
00193201	FIRE FLOW IMPROVEMENTS	529,349	0	0	0	0
00193601	Bear Lake Woods Road Potable Water Main Interconnect	668,649	0	0	0	0
00195501	WATER QUALITY IMPROVEMENTS	100,001	0	0	0	0
00195701	WATER QUALITY PLANT UPGRADES	19,277	3,450,000	1,797,660	27,806,485	7,540,707
00200401	MARKHAM AQUIFER STORAGE WELL	121,345	0	0	0	0
00201101	Consumptive Use Permit Consolidation	300,000	0	0	0	0
00201301	MAIN REPLACEMENT-PUBLIC WORKS COUNTY SURTAX	0	0	0	2,509,861	0
00201501	Potable Well Improvements	966,704	0	0	0	0
00203101	Security Improvements/Enhancements	517,450	0	0	0	0
00203201	FWS WATER SYSTEM UPGRADES	172,086	1,652,048	0	0	0
00203301	FWS WATER PLANT UPGRADES	1,205,496	231,176	31,335	0	0
00203801	FERN PARK SYSTEM UPGRADE	10,466	0	0	0	0
00204001	Tri-Party Optimization Program	1,300,000	1,150,000	0	0	0
00207801	Orange Boulevard Utilities	300,000	0	0	0	0
00212901	SW WATER MAIN IMPROVEMENTS	0	2,276,983	0	0	0
00214301	Balmy Beach Drive Potable Water Main	0	654,465	1,869,899	0	0
00214701	Rising Sun Boulevard Potable Water Main	108,274	0	0	0	0
00214801	Dodd Road Potable Water Main Phase II	0	465,254	1,329,297	0	0
00214901	Grand Road Potable Water Main Replacement	0	431,172	0	0	0
00216501	Elder Road / Orange Boulevard Potable Water Main	2,966,405	0	0	0	0
00216601	MARKHAM PLANT WELLS 4 & 5	999,999	0	0	0	0
00216701	MARKHAM PLANT H2S TREATMENT	2,646,835	23,208,738	0	0	0
00216901	LONGPOND ROAD WATER MAIN	150,000	0	0	0	0
00217701	ORANGE BLVD UTILITY ADJUSTMENTS	299,999	0	0	0	0
00243501	INDIAN HILLS WATER PLANT UPGRADE	55,545	3,869,871	0	0	0
00254202	I-4 @ SR46 Utility	0	1,208,850	0	0	0
90000009	AMR Meter Replacement Program	616,043	620,685	625,512	630,532	635,753
Total Potable Water		82,915,817	48,635,161	10,723,385	30,946,878	11,698,055



Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Project #	Sanitary Sewer Project Titles	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00024803	SCADA SYSTEM UPGRADES	800,003	0	0	0	0
00082904	Pump Station Upgrades	1,500,000	1,500,000	1,500,000	0	0
00083101	Collection System Enhancements	1,263,835	2,258,988	0	0	0
00164501	Eastern Regional Reclaimed Water System	3,397,992	0	0	0	0
00182301	MARKHAM WOODS ROAD UTILITIES	270,000	0	0	0	0
00195201	YANKEE LK PLANT EXPANSION RERATE	770,001	8,552,277	0	0	0
00203901	Apple Valley Pump Station Replacement	57,875	0	0	0	0
00216401	Iron Bridge Improvements	2,663,689	0	0	0	0
00217101	Heathrow Boulevard Reclaimed Water Main	3,868,519	0	0	0	0
00217201	Residential Reclaimed Water Main Retrofit Phase II	9,102,087	0	0	0	0
00217401	Longwood Markham Road Utility Improvements	3,700,000	0	0	0	0
00217801	Markham Reclaimed Water Storage & Repump Facility	589,242	0	0	0	0
00218301	NW COLLECTION SYSTEM UPGRADES	0	1,880,393	0	0	0
00219701	SR 46 Force Main Extension	1,236,394	10,068,526	0	0	0
00223001	Residential Reclaimed Water Main Retrofit Phase III	47,723	9,576,261	0	0	0
00223101	Residential Reclaimed Water Main Retrofit Phase IV	47,725	5,418,828	0	0	0
00223201	Residential Reclaimed Water Main Retrofit Phase V	0	1,416,542	4,618,691	0	0
00227401	GREENWOOD RECLAIM PLANT RERATE	150,000	16,199,420	0	0	0
00247901	ORANGE BLVD UTILITY ADJUSTMENTS	300,001	0	0	0	0
80000000	Jamestown Sanitary Sewer 06/07	712,840	0	0	0	0
Total Sanitary Sewer		30,477,926	56,871,235	6,118,691	0	0
Grand Total - Water and Sewer		113,393,743	105,506,396	16,842,076	30,946,878	11,698,055

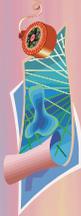
Vision 2020 Comprehensive Plan Seminole County, Florida

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Proj #	Project Title	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Funding
00201501	POTABLE WELL IMPROVEMENTS Project scope encompasses the 46 existing groundwater production wells that supply the existing water treatment facilities. The project will include Well Head Protection improvements, modifications and upgrades to well. Project is necessary in order to maintain regulatory compliance and water quality criteria for all existing groundwater wells.	966,704	0	0	0	0	0	0	0	0	0	0	0	*
00203101	SECURITY IMPROVEMENTS/ENHANCEMENTS After Sept 11, 2001, Seminole County Environmental Services Division (SCESD) took an aggressive approach to protecting the water system infrastructure and installed a security system designed to provide access control and real-time monitoring of all water plants. This project is intended to further enhance the capability and cost-effectiveness of the existing system, and provide design standards for future facilities.	517,450	0	0	0	0	0	0	0	0	0	0	0	*
00203201	FWS WATER SYSTEM UPGRADES Design, permit and construct distribution system upgrades to Apple Valley, Meredith Manor, Dol Ray Manor, Druid Hills and Lake Harriet service areas to bring these systems up to County standards. Project is necessary to ensure customers receive potable water with quality parameters meeting the DEP regulatory guidelines and levels of service consistent with the County's goals.	172,086	1,652,048	0	0	0	0	0	0	0	0	0	0	*
00203301	FWS WATER PLANT UPGRADES Design and construct water treatment plant upgrades to Apple Valley and decommission Meredith Manor, Dol Ray Manor, Lake Brantley, Druid Hills and Lake Harriet. Project is necessary to ensure customers continue to receive potable water with quality parameters meeting the DEP regulatory guidelines and levels of service consistent with the County's goals.	1,205,496	231,176	31,335	0	0	0	0	0	0	0	0	0	*
00203801	FERN PARK SYSTEM UPGRADE Project is to design and construct 240 feet of 8-inch water line along O'Brien Ave to Jaffa Dr., 1100 feet of 8-inch water line along South St between Driftwood Dr and Lauren Ct and 110 feet of waterline along Highland Dr. In addition, the Fern Park Water Treatment Plant. Project is necessary to upgrade the distribution piping in former Florida Water Service-owned area and connect this system to the County's existing Southeast service area water distribution system along US 17/92.	10,466	0	0	0	0	0	0	0	0	0	0	0	*
00204001	TRI-PARTY OPTIMIZATION PROGRAM Cooperative project with Cities of Lake Mary and Sanford to optimize the storage and distribution of reclaimed water Project is necessary to provide reliable reclaimed water service to the County's Northwest and Northeast service areas.	1,300,000	1,150,000	0	0	0	0	0	0	0	0	0	0	*
00207801	ORANGE BOULEVARD UTILITIES Design, permit and construct 24 inch, 16 inch and 12 inch water main, 24 inch, 16 inch and 8 inch force main, and 20 inch and 16 inch reclaimed main between CR46A and SR46. Projects CIP 00207801 Orange Blvd Utility Adjustments, CIP 0024701 Orange Blvd Utility Adjustments and CIP 00217701 Orange Blvd Utility Adjustments are combined. Project is necessary to upgrade the existing water main and sanitary force main and add a reclaimed main to improve service to customers and to sustain system hydraulics.	300,000	0	0	0	0	0	0	0	0	0	0	0	*
00212901	SW WATER MAIN IMPROVEMENTS Design permit and construct replacement of 6,500 feet of pipe on Everet St, Jerome Way, Timothy St, Caulfield St, and Martex Dr and replace with new 8-inch water main This project is necessary due to deteriorated infrastructure and the need to maintain service levels.	0	2,276,983	0	0	0	0	0	0	0	0	0	0	*
00214301	BALMY BEACH DRIVE POTABLE WATER MAIN Design, permit and construct 2,000 feet of 16-inch water main to replace an existing 10-inch water main on Grand Rd from Dike Rd to Old Wharf Run. Project is necessary as identified in the 2003 Utility Master Plan to improve system hydraulics.	0	654,465	1,869,899	0	0	0	0	0	0	0	0	0	*
00214701	RISING SUN BOULEVARD POTABLE WATER MAIN Design, permit and construct various 8-inch and 16-inch water mains in the service area near Balm Beach Dr. Project is necessary as identified in the 2003 Utility Master Plan to improve system hydraulics.	108,274	0	0	0	0	0	0	0	0	0	0	0	*
00214801	DODD ROAD POTABLE WATER MAIN PHASE II Design, permit and construct 1,200 feet of 12-inch water main on Rising Sun Blvd from Red Bug Lake Rd to La Mesa Ave. Project is necessary as identified in the 2003 Utility Master Plan to improve system hydraulics.	465,254	1,329,297	0	0	0	0	0	0	0	0	0	0	*
00214901	GRAND ROAD POTABLE WATER MAIN REPLACEMENT Design, permit, and construct 2,000 feet of 16-inch water main to replace an existing 10-inch water main on Grand Rd from Dike Rd to Old Wharf Run. Project is necessary as identified in the 2003 Utility Master Plan to improve system hydraulics.	0	431,172	0	0	0	0	0	0	0	0	0	0	*
00216501	ELDER ROAD / ORANGE BOULEVARD POTABLE WATER MAIN Design, permit, and construct approximately 5,500 linear feet of 12 inch potable water main and 6,300 linear feet of 10 inch Sanitary Force Main along Elder Rd and Orange Blvd, and approximately 4,500 linear of 8 inch potable water mains along Kasner Place & Dolner. Project delivered in conjunction with CIP 00273301+ Elder Force Main. Project is necessary as identified in 2003 Master Plan to address deficiencies in hydraulic transmission capacity and pressure.	2,966,405	0	0	0	0	0	0	0	0	0	0	0	*
00216601	MARKHAM PLANT WELLS 4 & 5 Design, permit and construct one Floridan Aquifer wells and associated yard piping, electrical and control systems. The project is necessary to provide redundancy in the wellfield.	999,999	0	0	0	0	0	0	0	0	0	0	0	*
00216701	MARKHAM PLANT H2S TREATMENT Design, permit and construct ozone system to remove hydrogen sulfide, new chemical feed systems, ground storage tank, electrical upgrades, raw water main from Heathrow WTP well field, property acquisition, security upgrades, new generator and yard piping, electrical and control systems. The Project is necessary to comply with new Florida Department of Environmental Protection regulations for the removal of hydrogen sulfide in ground water supply wells.	2,646,835	23,208,738	0	0	0	0	0	0	0	0	0	0	*
00216901	LONGPOND ROAD WATER MAIN Design, Permit and Construct 4,100 linear feet of new 16-inch water main along Long Pond Road from Northwest/Northeast Interconnect to Markham Woods Road. Project is necessary per the 2003 Utility Master Plan to complete a hydraulic loop.	150,000	0	0	0	0	0	0	0	0	0	0	0	*



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Proj #	Project Title	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Funding
00217701	ORANGE BLVD UTILITY ADJUSTMENTS Design, permit and construct 24 inch, 16 inch and 12 inch water main, 24 inch, 16 inch and 8 inch force main, and 20 inch and 16 inch reclaimed main between CR46A and SR46. Projects CIP 00247901 Orange Blvd Utility Adjustments, CIP 0024701 Orange Blvd Utility Adjustments and CIP 00217701 Orange Blvd Utility Adjustments are combined. The Project is necessary to upgrade the existing water main and sanitary force main and add a reclaimed main. Project needed to improve service to customers and to sustain system hydraulics.	299,999	0	0	0	0	0	0	0	0	0	0	0	*
00243501	INDIAN HILLS WATER PLANT UPGRADE Design, permit and construct improvements to Indian Hills WTP. Project is necessary to maintain supply and water quality to existing customer service base in Southeast service area.	55,545	3,869,871	0	0	0	0	0	0	0	0	0	0	*
00254202	I-4 at SR46 UTILITY Joint project agreement with the Florida Department of Transportation for adjusting existing utilities within the new proposed interchange at State Road 46 and SR 400 (I-4). Projects CIP 00254202 - I4/SR 46 Utility - Water have been combined. The Florida Department of Transportation is constructing a new interchange at I-4 at State Road 46 and utility lines require adjustment.	0	1,208,850	0	0	0	0	0	0	0	0	0	0	*
90000009	AMR METER REPLACEMENT PROGRAM Current inventory of small service meters 5/8 through 2 inch is 43,000 meters. Three thousand (3000) of those units are in service areas acquired three (3) years ago and records indicate that these meters would be the first units to be changed out. With three (3) meter replacement. Techs designated to this program, the planned target replacement meters should average 4,000 annually. As the oldest meters and associated infrastructure are replaced, efficiencies in replacements should increase. It is anticipated the first cycle of total replacements will take approximately 10 years to complete. Subsequent periods will move at a more efficient pace as infrastructure is upgraded. The primary impetus behind this program is to reduce the revenue losses occurring that are directly related to old or worn out meters, smaller than (2) two inches. Replacement meters shall have Badger-AMR meter registers. The Badger-Orion drive-by system components should also be included in program package.	616,043	620,685	625,512	630,532	635,753	0	0	0	0	0	0	0	*
00024803	SCADA SYSTEM UPGRADES This is an on-going program that supports monitoring and control for County water, wastewater, and reclaim plant operations. Project is necessary to maintain and sustain the regulatory compliance levels and utility infrastructure performance of the County's Supervisory Control and Data Acquisition System (SCADA).	800,003	0	0	0	0	0	0	0	0	0	0	0	*
00082904	PUMP STATION UPGRADES Design, permit and construct improvements to existing wastewater pump stations within all County service areas. Project scope includes standardization and prioritization. Project is necessary to meet 15 year refurbishment cycle for pump stations and upgrade pump stations identified in the Utilities Master Plan. Current County pump station asset base numbers 300 facilities.	1,500,000	1,500,000	1,500,000	0	0	0	0	0	0	0	0	0	*
00083101	COLLECTION SYSTEM ENHANCEMENTS Design, permit and construct improvements in the wastewater collection systems within all of the County's service areas. Project scope includes standardization and prioritization. Project is necessary to improve the collection system hydraulics in conjunction with ongoing Utility Master Plan.	1,263,835	2,258,988	0	0	0	0	0	0	0	0	0	0	*
ALTERNATIVE WATER SUPPLY														
00164301	YANKEE LK ALTERNATIVE WATER Prepare 50 percent design package for a regional surface water facility on the County's Yankee Lake site to include a surface water intake structure, treatment plant and storage facilities. Treatment facility will treat surface water to augment the County. Project is necessary to provide an augmentation supply for the public access reclaimed water system. Project is identified in St Johns River Water Management District (SURWMD) Water Supply Plan and is partially funded by SJRWMD.	4,705,001	0	0	0	0	0	0	0	0	0	0	0	*
00181601	YANKEE LK SURFACE WATER PLANT Construct a 10 MGD surface Water Treatment Plant to provide an augmented reclaimed water supply with base components sized for a potential increase to 45 MGD. Project is necessary to augment alternative water supplies in support of Consumptive Use Permit and existing water demand.	51,842,787	0	0	0	0	0	0	0	0	0	0	0	*
RECLAIMED/CONSERVATION PROJECTS														
00164601	EASTERN REGIONAL RECLAIMED WATER SYSTEM Interlocal agreement with City of Orlando for the design, permit and construct a reclaimed transmission system along SR 434 and McCulloch Road and a storage and pumping system at the Iron Bridge Wastewater Treatment Plant to serve Seminole County, City of Oviedo and UCF. The Project is required to provide reclaimed water in the Southeast service area for Seminole County customers for wholesale service to the University of Central Florida and City of Oviedo.	3,397,992	0	0	0	0	0	0	0	0	0	0	0	*
00182301	MARKHAM WOODS ROAD UTILITIES Phase I: Construct a 20-inch reclaimed water main and 12-inch force main on Markham Woods Rd from Timberbrook Dr to Lake Markham Rd. and 12-inch potable water main. Project is necessary to improve sanitary sewer, potable water, and reclaimed water service along Markham Woods Rd according to Utility Master Plan.	270,000	0	0	0	0	0	0	0	0	0	0	0	*
00195201	YANKEE LK PLANT EXPANSION RERATE Phase I: Expansion to 3.5 MGD based on construction of diffusers, slide gates equalization basin, sludge treatment improvements and sludge dewatering system. Phase II: Expand to 5.0 MGD with construction of pretreatment upgrade and additional equalization basin. Project is necessary to provide for regulatory compliance given increased flows into the Yankee Lake Regional Water Reclamation Facility and required rehabilitation of existing facilities.	770,001	8,552,277	0	0	0	0	0	0	0	0	0	0	*
00203901	APPLE VALLEY PUMP STATION REPLACEMENT Design and reconstruct Apple Valley Sewage Pump Station including engineering services design and construction. Work will include new wetwell, relining of existing manhole, new controls, piping and pumps. Project is necessary due to deteriorated infrastructure and the need to minimize risk related to failure of the key component in this collection system.	57,875	0	0	0	0	0	0	0	0	0	0	0	*
00216401	IRON BRIDGE IMPROVEMENTS Agreement with City of Orlando to expand the capacity through refurbishment of existing Iron Bridge Facility. This regional wastewater facility treats flow from the County's Southeast service area. Project is necessary as a cost effective method to provide regional wastewater service to the South East service area.	2,663,689	0	0	0	0	0	0	0	0	0	0	0	*

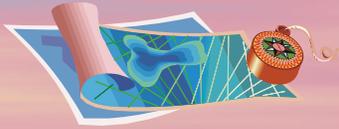


Vision 2020 Comprehensive Plan Seminole County, Florida

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Proj #	Project Title	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Funding
00217101	HEATHROW BOULEVARD RECLAIMED WATER MAIN Design, permit and construct a 16-inch reclaimed water main along CR 46A from International Pkwy to Heathrow in conjunction with Residential Reclaimed Retrofit Phases III through V.	3,868,519	0	0	0	0	0	0	0	0	0	0	0	*
00217201	RESIDENTIAL RECLAIMED WATER MAIN RETROFIT PHASE II Design, permit and construct reclaimed water distribution system to retrofit the Alaquá Lakes subdivision with reclaimed water service. Project is necessary to comply with the District's Northwest CUP requirement for the County to reduce potable water demand from groundwater supplies.	9,102,087	0	0	0	0	0	0	0	0	0	0	0	*
00217401	LONGWOOD MARKHAM ROAD UTILITY IMPROVEMENTS Design, permit and construct a 12 inch water main, 8 inch force main and 24 inch reclaimed water main along Longwood-Markham Road between Markham Road and State Road 46. Projects CIP 00217401 - Longwood/Markham Rd - Sewer, CIP 00217401 - Longwood/Markham Rd - Reclaimed, and CIP 00217401 Longwood/Markham Rd - water have been combined. The project is necessary to improve water and sewer service to customers and to sustain system pressures in the northwest service area. The reclaimed water main will provide a major transmission route to the northwest service area.	3,700,000	0	0	0	0	0	0	0	0	0	0	0	*
00217801	MARKHAM RECLAIMED WATER STORAGE & REPUMP FACILITY Design, permit and construct a 3.0 million gallon storage tank, high service pumps, yard piping, electrical and control systems and miscellaneous site work. The Project is necessary to provide storage and pumping facilities for reclaimed water in the Northwest service area as identified in the reclaimed section of the County's Utilities Master Plan.	589,242	0	0	0	0	0	0	0	0	0	0	0	*
00218301	NW COLLECTION SYSTEM UPGRADES Design and construct 5,200 linear feet of 12-inch force main along Orange Blvd from Indiana St to Maryland Ave. Design and construct 2,900 linear feet of 8-inch force main along Orange Blvd from Dolgner St to Oregon St. Project is necessary to address deficiencies in collection hydraulics in the Northwest service area identified in the 2003 Utilities Master Plan.	1,880,393	0	0	0	0	0	0	0	0	0	0	0	*
00219701	SR 46 FORCE MAIN EXTENSION Design, permit and construct 13,000 linear feet of 24 inch force main on SR 46 from Orange Blvd to Yankee Lake Rd. Design and construct 3,600 linear feet of 30-inch force main on Yankee Lake Rd from SR 46 to the Yankee Lake Regional Water Reclamation Facility. Project is necessary to provide required transmission capacity to accommodate increased system demands in the Northwest service area.	1,236,394	10,068,526	0	0	0	0	0	0	0	0	0	0	*
00223001	RESIDENTIAL RECLAIMED WATER MAIN RETROFIT PHASE III Design, permit and construct reclaimed water distribution system to retrofit Alaquá, Lake Markham Preserve Phase I and Carlsbrook subdivisions with reclaimed water service. Project is necessary to comply with the District's Northwest CUP requirements for the County to reduce potable water demand from groundwater supplies.	47,723	9,576,261	0	0	0	0	0	0	0	0	0	0	*
00223101	RESIDENTIAL RECLAIMED WATER MAIN RETROFIT PHASE IV Design, permit and construct reclaimed water distribution system to retrofit Stonebridge, Breckenridge Heights, Wemby Park, Wynthree and Lakeside subdivisions, with reclaimed water service. Project is necessary to comply with District's Northwest CUP requirement for the County to reduce potable water demand from groundwater supplies.	47,725	5,418,828	0	0	0	0	0	0	0	0	0	0	*
00223201	RESIDENTIAL RECLAIMED WATER MAIN RETROFIT PHASE V Design, permit and construct reclaimed water distribution systems to retrofit Cherry Ridge, Burlington Oakes, Kentford Gardens and Heron Ridge subdivisions with reclaimed water service. Project is necessary to comply with the District's Northwest CUP requirement for the county to reduce potable water demand from groundwater supplies.	0	1,416,542	4,618,691	0	0	0	0	0	0	0	0	0	*
00227401	GREENWOOD RECLAIM PLANT RERATE Design and construct modifications to the Greenwood Lakes Wastewater Treatment Facility including pumps, oxidation ditch improvements, chlorine contact chamber improvements, electrical controls tied into SCADA. Project is necessary to meet FDEP permit conditions and provide increased treatment efficiency and reliability.	150,000	16,199,420	0	0	0	0	0	0	0	0	0	0	*
00247901	ORANGE BLVD UTILITY ADJUSTMENTS Design, permit and construct 24 inch, 16 inch and 12 inch water main, 24 inch, 16 inch and 8 inch force main, and 20 inch and 16 inch reclaimed main between CR46A and SR46. Projects CIP 00247901 Orange Blvd Utility Adjustments, CIP 0024701 Orange Blvd Utility Adjustments and CIP 00217701 Orange Blvd Utility Adjustments are combined. The project is necessary to upgrade the existing water main and sanitary force main and add a reclaimed main to improve service to customers and to sustain system hydraulics.	300,001	0	0	0	0	0	0	0	0	0	0	0	*
80000000	JAMESTOWN SANITARY SEWER 06/07 Provide sanitary sewer service and underground stormwater drainage.	712,840	0	0	0	0	0	0	0	0	0	0	0	*
WATER RESOURCE PROJECTS														
00200401	MARKHAM AQUIFER STORAGE WELL Interlocal agreement with St. Johns River Water Management District to construct an aquifer storage and recovery well on a County easement at the Wilson Elementary School on Orange Boulevard. The project is necessary to provide additional potable water storage capacity for the Northwest Service Area to be used during times of high customer demand.	121,345	0	0	0	0	0	0	0	0	0	0	0	*
		GRAND TOTAL	113,393,743	105,506,396	16,842,076	30,946,878	11,698,055	0						
<p>* FUNDING: One or more of the following committed funding sources will be applied to the listed Water Work Plan CIP projects: Beginning fund balance (cash), connection fee receipts, State grants for alternative water supply, and outside funding sources to include the Series 2006 Water and Sewer Revenue Bonds, issued December 7 2006 and a subsequent bond issuance planned for in 2009. The State Revolving Funds (SRF) may also be used as a funding source. The Series 2006 Bonds provided approximately \$165,059,207, funding the majority of the CIP for the initial two years. Borrowings through the five-year planning horizon are estimated at \$155,000,000. These dollars can be committed under the authority of the Board of County Commissioners or are guaranteed by executed interlocal agreements or contracts and do not rely on public referendum to enable their use. In this manner, the definition of "financial feasibility" is met. (CIE Projects (4) FS 100808.xls)</p>														





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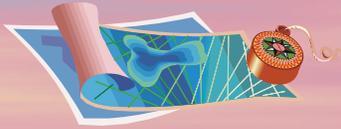
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Elmt	Project # *	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
POT	00203301WSP	Potable Water Treatment Plant Upgrade - FL Water Aqu	1,058,219	1,874,187	-	-	-
POT	00203401WSP	Hanover Woods Water Treatment Plant- Ground Stora	-	187,531	461,890	-	-
POT	00203801WSP	Fern Park Water Distribution System Improvements	264,293	-	-	-	-
SAN	00203901	Apple Valley Pump Station Replacement	164,909	-	-	-	-
POT	00204001	Tri-Party Optimization Program	1,011,907	-	-	-	-
POT	00207801WSP	Orange Boulevard Utilities	3,417,377	-	-	-	-
POT	00212901WSP	Southwest Area Potable Water Main Replacements	-	277,824	-	-	-
POT	00214701WSP	Rising Sun Boulevard Potable Water Main	116,225	-	-	-	-
POT	00214801WSP	Dodd Road Potable Water Main Phase II	-	57,880	883,953	-	-
SAN	00216401	Iron Bridge Improvements	558,227	-	-	-	-
POT	00216501WSP	Elder Road / Orange Boulevard Potable Water Main	2,699,810	-	-	-	-
POT	00216601WSP	Markham Regional Water Treatment Plant Improvement	1,713,150	-	-	-	-
POT	00216701WSP	Markham Water Treatment Plant -Forced Draft Aeration	2,864,295	-	-	-	-
POT	00216901WSP	Long Pond Road / Markham Woods Road Potable Water	750,448	-	-	-	-
SAN	00217101WSP	Heathrow Boulevard Reclaimed Water Main	2,829,571	-	-	-	-
SAN	00217201WSP	Residential Reclaimed Water Main Retrofit Phase II	6,417,763	-	-	-	-
SAN	00217301WSP	Residential R	-	-	-	-	-
SAN	00217401WSP	Longwood M	-	-	-	-	-
SAN	00217601WSP	Northwest Re	-	-	-	-	-
POT	00217701	Orange Boule	-	-	-	-	-
SAN	00217801WSP	Markham Re	-	-	-	-	-
SAN	00218001	Sylvan Lake/	-	-	-	-	-
SAN	00218301	Northwest Se	-	-	-	-	-
SAN	00219701	SR 46 Force Main Extension	-	7,525,272	-	-	-
SAN	00223001WSP	Residential Reclaimed Water Main Retrofit Phase III	353,317	7,686,230	-	-	-
SAN	00223101WSP	Residential Reclaimed Water Main Retrofit Phase IV	382,348	13,750,923	-	-	-
SAN	00223201WSP	Residential Reclaimed Water Main Retrofit Phase V	-	10,221,762	-	-	-
SAN	00227401	Greenwood Lakes Wastewater Treatment Plant Improve	3,178,713	578,800	-	-	-
POT	00243301WSP	Greenwood Lakes RIB Site Potable Water Booster Statio	-	731,520	-	-	-
SAN	00247901WSP	Orange Boulevard Reclaim Main	2,203,631	-	-	-	-
POT	00249801WSP	CRA Fern Park Utilities	136,687	-	-	-	-
SAN	00253701	Liftstation Color Control	125,196	156,276	121,550	134,010	150,000
POT	00254201WSP	I-4 at 1792 Ramp B-1 Interchange Utilities Replacemen	290,198	-	-	-	-
Potable Water Totals			78,298,651	28,307,093	33,277,033	23,815,537	9,925,000
Sanitary Sewer Totals			54,598,933	45,380,608	954,168	1,051,970	1,180,000
Grand Totals			132,897,584	73,687,701	34,231,201	24,865,516	11,105,000

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*WSP - Water Supply Plan Project

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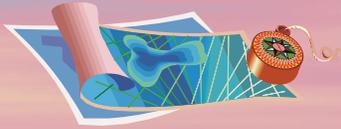
Facility Program – Public School Facilities

Summary of Policies, Programs and Capital Improvements with Cost Impacts Public School Facilities

Scheduled Program and Cost Impacts for 10/1/2008 - 9/30/2013	
The Seminole County School Board Capital Improvements Plan includes significant remodeling of existing structures and the building of new structures to expand student capacity over the next five years.	
Total 5 Year Cost	\$ 412,226,628

Potential Additional Cost Impacts During/Beyond The Five Year Planning Period	
Unknown impact of recent tax changes and uncertainty in the economy make future student enrollment more difficult to project.	
Available Funding Options – Major revenue sources available to the School Board are Millage, Sales Tax, Impact Fees, Gasoline Tax Refund, COPS, RAN, Local Cap Improvement/Interest.	

Source: SCPS 2008-2009 FIVE YEAR CAPITAL IMPROVEMENT PLAN - Sept 9, 2008
(New element added: Amendment 07EX1.TXT02.1, Ordinance 2008-5, 01/22/2008)



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Summary of Policies, Programs and Capital Improvements with Cost Impacts Public School Facilities

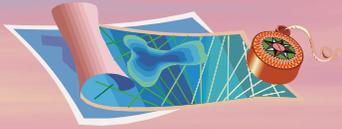
Scheduled Program and Cost Impacts for 10/1/2007 - 9/30/2012	
The Seminole County School Board Capital Improvements Plan includes significant remodeling of existing structures and the building of new structures to expand student capacity over the next five years.	
Total 5 Year Cost	\$ 277,141,683

Potential Additional Cost Impacts During/Beyond The Five Year Planning Period	
Unknown impact of tax changes done in 2006 and whether slow down in student enrollment will continue, hold steady, or again start to rise.	
Available Funding Options Fees, Gasoline Tax Refund	Millage, Sales Tax, Impact

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Source: SCPS - 2007-2008 Five Year Capital Improvement Plan - Sept 11, 2007

(New element section of 5 pages added: Amendment 07EX1.TXT02.1, Ordinance 2008-5, 01/22/2008)

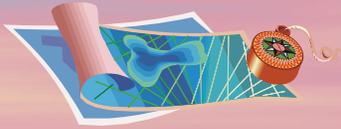


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Level of Service

Seminole County adopts the following level of service standards by type of school based on the permanent Florida Inventory of School Houses (FISH) capacity established by the Seminole County School Board.

	2008 - 2012	Beginning 2013
Elementary and Middle CSA	100% of Permanent FISH Capacity	100% of Permanent FISH Capacity
High School CSA	110% of Permanent FISH Capacity	100% of Permanent FISH Capacity

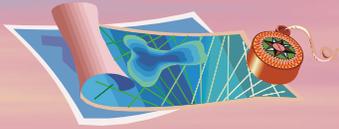


Vision 2020 Comprehensive Plan

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Seminole Total 2007 Capital Outlay FTE Forecast

Grade	Projected 2007-2008	Projected 2008-2009	Projected 2009-2010	Projected 2010-2011	Projected 2011-2012	Projected 2012-2013
K Birth Data	5,142	5,244	5,339	5,426	5,509	5,585
PreK	294	298	308	316	322	329
Grade K	4,357	4,562	4,546	4,712	4,858	4,958
Grade 1	4,712	4,549	4,733	4,732	4,892	5,044
Grade 2	4,684	4,636	4,479	4,646	4,652	4,803
Grade 3	4,894	4,848	4,775	4,596	4,731	4,710
Grade 4	4,605	4,766	4,749	4,701	4,545	4,707
Grade 5	4,973	4,619	4,780	4,763	4,715	4,558
Grade 6	4,994	5,166	4,811	4,966	4,953	4,904
Grade 7	5,241	5,012	5,175	4,831	4,975	4,966
Grade 8	5,066	5,247	5,022	5,182	4,842	4,981
Grade 9	5,891	5,810	5,979	5,778	5,910	5,591
Grade 10	5,130	5,179	5,117	5,249	5,098	5,191
Grade 11	4,827	4,656	4,688	4,637	4,745	4,624
Grade 12	4,228	4,339	4,185	4,213	4,168	4,265
	63,896	63,687	63,347	63,322	63,406	63,631



Vision 2020 Comprehensive Plan

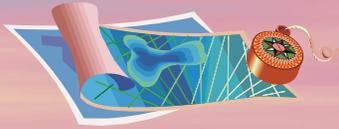
DRAFT Seminole County, Florida

School Financial Feasibility and Capital Improvements Program

**2008-2009 FIVE YEAR CAPITAL IMPROVEMENT PLAN
SEMINOLE COUNTY PUBLIC SCHOOLS
Board Approved: September 9, 2008**

REVENUE	2008/09	2009/10	2010/11	2011/12	2012/13
STATE					
CLASSROOMS FOR KIDS					
PECO NEW CONSTRUCTION	\$1,473,990	\$424,977	\$624,691	\$668,143	\$267,882
PECO MAINTENANCE	\$2,260,756	\$3,049,660	\$3,049,660	\$3,029,957	\$2,948,333
CO&DS BONDS (COBI)	\$6,850,000				
CO&DS	\$368,064	\$368,064	\$368,064	\$368,064	\$368,064
LOCAL					
"2" MILL	\$65,321,653	\$65,739,115	\$70,102,761	\$75,615,833	\$81,879,555
2 MILL STATE REDUCTION (-0.25 Mill)	(\$8,165,207)	(\$8,217,389)	(\$8,762,845)	(\$9,451,979)	(\$10,234,944)
COPS	\$21,000,000				
SALES TAX	\$12,185,567	\$7,953,238	\$8,152,069	\$4,126,356	
IMPACT FEES	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000
GASOLINE TAX REFUND	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
INTEREST	\$1,100,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
SUB-TOTAL	\$105,794,823	\$73,717,665	\$77,934,400	\$78,756,374	\$79,628,890
PRIOR YEAR CARRYOVER	\$8,781,041	\$3,738,712	\$10,659,561	\$7,645,383	\$6,350,966
TOTAL REVENUE	\$114,575,864	\$77,456,377	\$88,593,961	\$86,401,757	\$85,979,855

EXPENDITURES	2008/09	2009/10	2010/11	2011/12	2012/13
SUPPORT GENERAL FUND					
CATASTROPHIC LOSS RESERVE	\$11,000,000				
PROPERTY CASULTY PREMIUM	\$1,731,152	\$1,800,000	\$1,800,000	\$1,900,000	\$1,900,000
MAINTENANCE	\$3,841,000	\$3,841,000	\$3,841,000	\$3,841,000	\$3,841,000
SCHOOL INSTRUCTIONAL EQUIPT PU	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000
BUS REPLACEMENT	\$0	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
VEHICLES	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
FLOOR CVRNG	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
HVAC	\$1,000,000	\$1,000,000	\$1,000,000	\$1,500,000	\$1,500,000
REROOF	\$1,000,000	\$1,000,000	\$1,000,000	\$1,500,000	\$1,500,000
PAVEMENT	\$250,000	\$250,000	\$250,000	\$300,000	\$300,000
PAINTING	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
LEASED PORTABLES	\$500,000	\$500,000	\$500,000	\$600,000	\$600,000
SCHOOL CAP OUTLAY	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
MAGNET SCHOOL EQUIPT	\$400,000	\$100,000	\$100,000	\$100,000	\$100,000
EQUIPMENT REPLACEMENT	\$0	\$600,000	\$600,000	\$750,000	\$0
CROOMS TECH REPLACEMENT	\$380,000	\$325,000	\$325,000	\$325,000	\$325,000
COMMUNICATIONS	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
TECHNOLOGY UPGRADES	\$1,100,000	\$1,100,000	\$1,100,000	\$1,500,000	\$1,500,000
DISTRICT LEVEL SUPPORT EQUIPT	\$0	\$50,000	\$50,000	\$50,000	\$50,000
MISC.	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
INSTRUCTIONAL TECH EQUIPT	\$347,000	\$347,000	\$347,000	\$347,000	\$347,000
DATA & VOICE NETWORK	\$294,000	\$250,000	\$1,100,000	\$1,000,000	\$1,000,000
VIDEO SECURITY PROGRAM	\$44,000				
DEBT SERVICE					
COPS PAYMENT	\$23,400,000	\$22,483,816	\$22,485,578	\$22,487,791	\$22,480,291



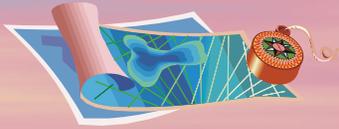
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

2008-2009 FIVE YEAR CAPITAL IMPROVEMENT PLAN
SEMINOLE COUNTY PUBLIC SCHOOLS
Board Approved: September 9, 2008

NEW CONSTRUCTION					
LAND		\$5,000,000		\$5,000,000	\$5,000,000
NEW MIDWAY ELEM	\$1,000,000				
NEW ELEMENTARY "N" (CSA E9)					\$1,000,000
BUS COMPOUND ANNEX	\$3,000,000				
ROSENWALD	\$10,100,000				
REMODELING & ADDITIONS					
CASSELBERRY MEDIA				\$1,000,000	\$5,000,000
HAMILTON			\$1,000,000	\$7,000,000	
IDYLLWILDE ADMIN			\$500,000	\$1,000,000	
JACKSON HEIGHTS		\$1,000,000	\$21,000,000		
LAWTON				\$700,000	\$10,000,000
LYMAN BLDGS. 7, 9, 10					\$6,000,000
MILWEE REMODELING					\$1,000,000
PINE CREST ADDITION/REMODELING			\$1,000,000	\$8,000,000	
SEMINOLE HIGH	\$13,500,000				
SPRING LAKE	\$1,000,000	\$8,000,000			
STENSTROM			\$1,000,000	\$7,000,000	
WEKIVA		\$1,000,000	\$11,000,000		
WILSON/GENEVA PODS & RENOVATIONS			\$800,000	\$4,000,000	
SMALL PROJECTS	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000
EXCEL RELOCATION/REMODEL	\$1,900,000				
SALES TAX PROJECTS					
OVIEDO HIGH	\$14,400,000				
RED BUG	\$1,000,000	\$8,000,000			
STERLING PARK	\$11,000,000				
MISC.					
CONTINGENCY	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
TOTAL EXPENDITURES	\$110,837,152	\$66,796,816	\$80,948,578	\$80,050,791	\$73,593,291.0

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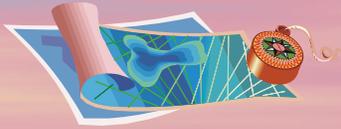


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

School Capital Improvement Revenue Sources

REVENUE	2007/08	2008/09	2009/10	2010/11	2011/12
STATE					
Class Size Reduction	\$5,409,345	\$0	\$0	\$0	\$0
PECO New Construction	\$2,929,596	\$1,985,715	\$1,985,715	\$1,985,715	\$1,985,715
PECO Maintenance	\$3,815,185	\$2,050,000	\$2,505,000	\$2,000,000	\$2,050,000
CO&DS Bonds	\$0	\$0	\$0	\$0	\$0
CO&DS	\$368,064	\$368,064	\$368,064	\$368,064	\$368,064
LOCAL					
Mill	\$64,081,232	\$67,238,758	\$71,273,083	\$75,549,468	\$80,082,436
Sales Tax	\$18,817,585	\$14,070,410	\$9,270,699	\$9,548,820	\$4,844,968
Impact Fees				500,000	\$3,500,000
Gassoline tax refund				100,000	\$100,000
COPS				\$0	\$0
RAN				\$0	\$0
Local Cap Improve./				000,000	\$1,000,000
Undesignated				\$0	\$0
Sub-Total	\$131,712,448	\$90,312,947	\$90,002,561	\$94,102,067	\$93,931,183
Prior Year Carryover	\$0	\$13,358,021	\$34,508,052	\$18,378,797	\$10,567,286
Total	\$131,712,448	\$103,670,968	\$124,540,613	\$112,480,864	\$104,498,469

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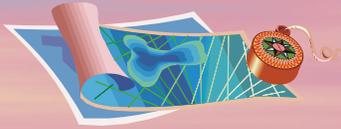


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Planned New Public School Facility Construction

NEW CONSTRUCTION	2007/08	2008/09	2009/10	2010/11	2011/12
LAND				\$6,000,000	
NEW MIDWAY ELEM	\$2,000,000				
NEW ELEMENTARY SCHOOL (SITE TBD)		\$1,000,000	\$15,000,000		
NEW ELEMENTARY SCHOOL (SITE TBD)			\$1,000,000	\$15,000,000	
NEW MIDDLE (SITE TBD)				\$2,000,000	\$33,000,000
NEW HIGH SCHOOL (SITE TBD)					\$5,000,000
30 MODULAR CLASSROOMS	\$3,180,000				
ROSENWALD		\$2,000,000	\$15,000,000		
Totals				\$23,000,000	\$38,000,000

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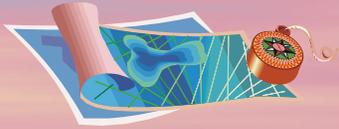
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

School Facility Additions/Remodeling

LOCATION	2007/08	2008/09	2009/10	2010/11	2011/12
GREENWOOD LAKES MIDDLE			\$800,000	\$11,000,000	
CASSELBERRY					\$1,000,000
HAMILTON				\$1,000,000	\$7,000,000
IDYLLWILDE ADMIN			\$500,000	\$1,000,000	
JACKSON HEIGHTS ROUND BLDG			\$500,000	\$6,000,000	
LAKE ORIENTA	\$10,166,683				
PINE CREST ADDITION/REMODELING			\$4,000,000	\$10,000,000	
SEMINOLE HIGH	\$18,000,000	\$5,000,000			
SMALL PROJECTS	\$1,395,000	\$700,000	\$700,000	\$700,000	\$700,000
SPRING LAKE		\$1,000,000	\$10,000,000		
STENSTROM			\$1,000,000	\$9,000,000	
WEKIVA					
WILSON/GENEVA PODS				\$800,000	\$6,000,000
SALES TAX PROJECTS					
OVIEDO HIGH					
RED BUG					
SABAL POINT					
STERLING PARK	\$1,000,000	\$11,000,000			
Totals	\$63,561,683	\$24,700,000	\$25,500,000	\$39,500,000	\$14,700,000

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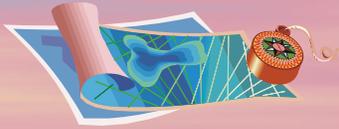
Facility Program - Public Safety

Summary of Policies, Programs and Capital Improvements with Cost Impacts Public Safety

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
<ul style="list-style-type: none"> Scheduled program and cost impacts include apparatus replacement, facility renovations and purchase, station construction and purchase of an emergency training center. Apparatus replacement is conducted within fleet recommendations. Facility renovations are to meet ADA compliance. Station construction costs are identified based on population growth, development and required response times. 	
Total 5 Year Cost	\$26,520,967

Potential	Period
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<ul style="list-style-type: none"> The need for additional ... their associated costs to ... with other technologies ... areas. The National Fire Protec ... delines for fire ... elements beneficial to ... Continued fire service mergers could present cost impacts. Though each merger would be entered into with the intent to save in overall cost, unforecasted costs could emerge. An emergency training site has been purchased and a multi-year implementation/development plan is underway. Continued high fuel costs would significantly impact future budgets. Potential unfunded mandates re: Water Management District intervention and training costs. If homestead allowance increase is passed, impact on service revenue would be significant. 	

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Public Safety Capital Improvement Element Update are: special district ad valorem assessments, non-ad valorem assessments, impact fees, rates and charges for direct billed services and various grants/contributions/donations. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.



Capacity/Improvements Summary

Public Safety

Year	County Response Units*
<u>CURRENT</u>	
2006 Available	31
2006 Demand**	<u>39</u>
Surplus (Deficiency)	-8
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>	
New units ***	4
<u>FIFTH YEAR</u>	
2012 Available	35
2012 Demand	<u>45</u>
Surplus (Deficiency)	-10
<u>FUTURE</u>	
2025 Needed	51

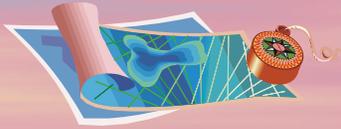
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* Response units include staffed engines, rescue, squad and tower vehicles

** Demand is based on the 1995 service efficiency standard of 4,100 Equivalent Residential Units per response unit. This is not an adopted standard but serves as a guide for the number of units needed to maintain a five minute average reponse time. Methods to maintain the LOS are the following: 1. Continuing to adjust First Response agreements with each of the Cities to provide the best possible cost effective service delivery availability to the citizens of Seminole County and its municipalities. 2. Re-positioning units based on current operational loads and increasing the number and location of new fire stations. 3. Improving command and control technologies, such as the implementation of a new CAD system, associated improved station alerting and unit allocation along with completion of the traffic pre-emption system. 4. Meeting with other local and regional fire/emergency providers to create more efficient and useful measures of assessing what is necessary to maintain a targeted LOS is underway with the "Fire/Rescue Comprehensive System Assessment for Seminole County" being performed by the Matrix Company.

*** As new fire stations and expansions to existing stations are completed over the five-year planning period, up to 4 units are planned to be added. Consideration of the new, national guidelines for Fire/Rescue response standards plus re-evaluation of the service efficiency standard for calculating the needed number of vehicles will ultimately determine the number of units needed within the next five years.

(Facility Program - Public Safety.xls)

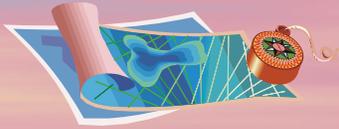


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00012804	Traffic Prevention Devices (20)	50,000	50,000	50,000	50,000	50,000
00179301	Fire Station 13 - Forest City	70,335	-	-	-	-
00189301	Renovations To Fire Stations	1,287,706	186,900	-	-	-
00225001	Fire Station 39 - Yankee Lake	-	-	-	1,200,000	2,300,000
00249501	Fire Station 19 - Greenwood Lakes	2,500,000	2,500,000	-	-	-
00256001	Fire Station 27 Expansion	439,186	-	-	-	-
00258001	Fire Station 29 - Aloma Avenue	5,750,000	-	-	-	-
00274301	Relocation Fire Station 23	-	-	2,000,000	2,500,000	-
00274601	Consumer Premise Equipment (CPE)	1,700,000	600,000	500,000	300,000	300,000
00561002	Req-0079 Quantum Fire Engine BCC 4132	492,200	-	-	-	-
00561003	Req-0082 Transport Capable Rescue Vehicle	288,000	-	-	-	-
00561004	Req-0158 Quantum Fire Engine - Pierce - Station #	492,200	-	-	-	-
00561005	Req-0157 Quantum Fire Engine	-	-	-	-	-
00561006	Req-0083 Rescue Vehicle -	-	-	-	-	-
00561007	Req-0084 Transport Capable	-	-	-	-	-
	Totals				1,050,000	2,650,000

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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

-Facility Program – Recreation and Open Space

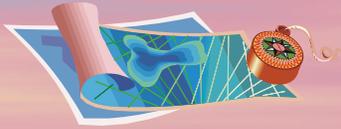
Summary of Policies, Programs and Capital Improvements with Cost Impacts Recreation and Open Space

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2008 - 9/30/2013	
Costs cover additional lands acquired under the Natural Lands program and initial activities to open properties to the public as well as park and trail development.	
	Total 5 Year Cost \$ 3,663,895

Potential Additional Cost Impacts During/Beyond Five Year Planning Period
Natural Lands - Costs cover additional lands acquired under the Natural Lands program and initial activities to open properties to the public as well as park and trail development.
Trails - The existing 28 miles of paved and open trail will be expanded to 40.4 miles of Showcase Trails and 18.8 miles of Neighborhood/City Trails from 2006 - 2010. Note: At this time, the milage of the trail system is not counted towards park acreage.

Available Funding Options - Natural Lands/Parks/Trails
 Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Recreation and Open Space Capital Improvement Element Update are: general revenues, impact fees, proceeds from bonds backed by general revenues, and various grants/contributions/donations. An initial endowment fund towards long-term Natural Lands management costs has also been established. As master plans for preservation and passive use of Natural Lands sites are developed over the coming years, these properties will begin to be counted towards meeting the County's park acreage level of service standards. Bond proceeds for trails will be leveraged with various grants, State/Federal reimbursements, and local operating budget activities to advance implementation of the full referendum-based program over the coming decade.

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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Capacity/Improvements Summary

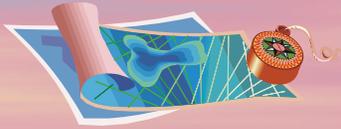
Recreation and Open Space

Year	Total Park Acreage	Developed Park Acreage
<u>CURRENT</u>		
2007 Available	2,963	963
2007 Demand*	<u>1,569</u>	<u>785</u>
Surplus (Deficiency)	1,394	178
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>		
Natural Lands and Parks	0	0
<u>FIFTH YEAR</u>		
2013 Available	2,963	963
2013 Demand*	<u>1,757</u>	<u>878</u>
Surplus (Deficiency)	1206	85
<u>FUTURE</u>		
2025 Needed*	1802	901
* Based on Adopted Standard of:	3.6 acres/1,000	1.8 acres/1,000

Note: The trail system is not counted towards park acreage.

Facility Program - Recreation and Open Space.xlsx

(facility program - recreation and open space.xlsx)

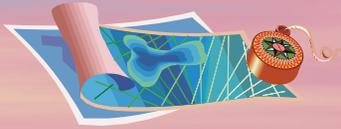


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Recreation & Open Space Project Titles	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00187702	Cross Seminole Trail - Gardena to Layer	88,920	0	0	0	0
00187704	Seminole Wekiva Trail at SR 434 - Pedestrian Underpass	716,173	0	0	0	0
00187711	Winter Miles Trailhead at Shane Kelly Park	335,000	0	0	0	0
00187713	Cross Seminole Trail - Milker to Red Bug Lake	138,874	0	0	0	0
00187714	Cross Seminole Trail - Red Bug Lake to Franklin	711,989	0	0	0	0
00187753	Cross Seminole Trail - Greenway to Layer - Inner	246,740	0	0	0	0
00187757	Big Tree Park Trailhead	118,204	0	0	0	0
00207301	Fallen Officer Memorial	254,931	0	0	0	0
00229203	Cross Seminole Trail - Osprey Trail Railroad Crossing	6,621	0	0	0	0
00231601	Soldiers Creek Baseball Improvements	53,358	0	0	0	0
00233901	Natural Lands Projects	17,992	0	0	0	0
00234601	Jetta Point Park	471,222	0	0	0	0
00274131	HVAC Replacement - Sylvan Lake Park	0	302,500	0	0	0
80000006	City of Casselberry - Boating Improvement Fund	46,200	0	0	0	0
80000007	City of Sanford - Boating Improvement Fund	53,463	0	0	0	0
80000010	FRDAP Grant - Wilson's Landing	101,708	0	0	0	0
Total Recreation/Open Space		3,361,395	302,500	0	0	0

(CIE Projects (4) FS 100808.xls)



Facility Program – Recreation and Open Space

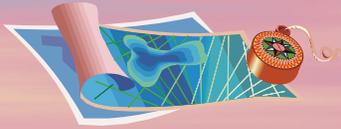
**Summary of Policies, Programs and Capital Improvements with Cost Impacts
 Recreation and Open Space**

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
Costs cover additional lands acquired under the Natural Lands program and initial activities to open properties to the public as well as park and trail development.	
Total 5 Year Cost	\$ 22,264,845

Potential Additional Cost Impacts During/Beyond Five Year Planning Period	
Natural Lands - Costs cover additional lands acquired under the Natural Lands program and initial activities to open properties to the public as well as park and trail development.	
Trails - The existing 27 miles of paved and open trail will be expanded to 40.4 miles of Showcase Trails and 18.8 miles of Neighborhood/City Trails. Total park acreage.	

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Available Funding Options - Major revenue sources available without voter approval) to fund all or portions of the Recreation and Open Space Capital Improvement Element Update are: general revenues, impact fees, proceeds from bonds backed by general revenues, and various grants/contributions/donations. An initial endowment fund towards long-term Natural Lands management costs has also been established. As master plans for preservation and passive use of Natural Lands sites are developed over the coming years, these properties will begin to be counted towards meeting the County's park acreage level of service standards. Bond proceeds for trails will be leveraged with various grants, State/Federal reimbursements, and local operating budget activities to advance implementation of the full referendum-based program over the coming decade.



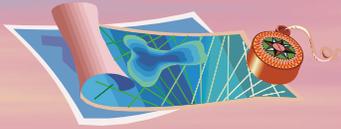
Capacity/Improvements Summary

Recreation and Open Space

Year	Total Park Acreage	Developed Park Acreage
<u>CURRENT</u>		
2006 Available	2,963	963
2006 Demand*	1,550	775
Surplus (Deficiency)	1,413	188
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>		
Natural Lands and Parks		0
<u>FIFTH YEAR</u>		
2012 Available		963
2012 Demand*	1,771	885
Surplus (Deficiency)	1192	78
<u>FUTURE</u>		
2025 Needed*	802	901
* Based on Adopted Standard of:		3.6 acres/1,000
		1.8 acres/1,000

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Note: The trail system is not counted towards park acreage.

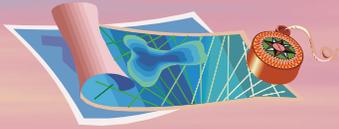


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00118305	Natural Land	2,163,646	-	-	-	-
00187702	Cross Seminole Trail - Gardena to Layer	352,732	-	-	-	-
00187704	Seminole Wekiva Trail at SR 434 - Pedestrian Underpass	5,341,117	-	-	-	-
00187711	Winter Miles Trailhead at Shane Kelly Park	335,000	-	-	-	-
00187713	Cross Seminole Trail - Milk to Red Bug Lake	1,154,000	-	-	-	-
00187714	Cross Seminole Trail - Red Bug Lake to Franklin	1,314,511	-	-	-	-
00187753	Cross Seminole Trail - Greenway to Layer - Inner	4,567,045	-	-	-	-
00187757	Big Tree Park Trailhead	118,204	-	-	-	-
00207301	Fallen Officer Memorial	300,000	-	-	-	-
00229201	I-4 Pedestrian Bridge - Lighting	230,936	-	-	-	-
00229202	US 17-92 at General Hutchison Pkwy - Pedestrian Overpass	629,454	-	-	-	-
00229203	Cross Seminole Trail - C	-	-	-	-	-
00231601	Soldiers Creek Baseball	-	-	-	-	-
00234601	Jetta Point Park	-	-	-	-	-
80000008	Jetta Point Park Grant	-	-	-	-	-
81056415	Roseland Park Playgroun	-	-	-	-	-
	Totals					

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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Facility Program - Solid Waste

Summary of Policies, Programs and Capital Improvements with Cost Impacts Solid Waste

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2008 - 9/30/2013

The Solid Waste Management Division's planned capital improvement costs are related to work intended to maintain the solid waste management system and delivery of the level of service adopted in the Comprehensive Plan. Planned expenditures include replacement and upgrades of existing systems (e.g., pumping systems, tipping floor surfaces, etc.) and renewal of Florida Department of Environmental Protection (FDEP) permits. No major expansions of the solid waste management system are planned.

NOTE: The level of service (LOS) for solid waste was changed to a per capita per day rate in place of the former per capita and employee breakdown. Sufficient capacity is available such that the more detailed calculation is not necessary to assure continued capacity to meet demand.

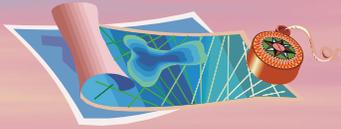
Total 5 Year Cost \$ 11,099,289

Potential Additional Cost Impacts During/Beyond the Five Year Planning Period

Potential changes in grants legislation and EPA/FDEP regulatory requirements may alter future implementation and cost of various solid waste programs. Changes in FDEP rules and regulations concerning the operation of slurry-walled landfills could require the need for future landfill construction. No changes in these regulations are anticipated at this time.

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Solid Waste Capital Improvement Element Update are: rates and charges collected from Solid Waste system customers, proceeds from bond issues backed by revenues of the system, various grant opportunities and gas-to-energy proceeds. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.

(facility program - solid waste.xls)



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

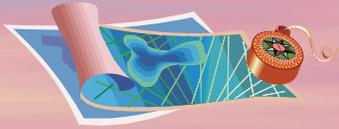
Capacity/Improvements Summary

Solid Waste

Year	Osceola Rd Landfill (tons)	Central Transfer Station (avg daily tons)
<u>CURRENT</u>		
10/2007 Available	23,440,000	1,900
FY2008 Demand (Class 1 Disposal)*	340,000	950
Capacity Remaining (Deficient)	23,100,000	950
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>		
Proposed new capacity	0	0
<u>FIFTH YEAR OF CIE</u>		
10/2012 Available	21,650,000	1,900
FY2013 Demand *	383,000	1,050
Capacity Remaining (Deficient)	21,267,000	850
<u>FUTURE</u>		
2025 Capacity Remaining (Deficient)	16,300,000	650

Solid Waste Facilities Levels of Service (Landfill disposal rate; does not include recycled tonnage)	Osceola Rd Landfill	Central Transfer Station
Measure	per Capita (lbs/day)	per Capita (lbs/day)
Adopted LOS for 2006 - 2012	4.2	4.3

* Projection of demand based on current Level of Services. LOS to be reviewed/revised at next EAR.
(facility program - solid waste.xls)

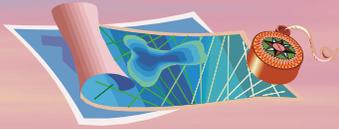


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Solid Waste Project Titles	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00137801	Citizens' Service Area at Central Transfer Station	2,563,145	0	0	0	0
00160801	Landfill Roadways Repairs	906,990	0	0	0	0
00201901	Tipping Floor Resurfacing	700,000	0	1,084,000	0	469,033
00216001	Osceola Landfill NPDES Permit	3,220	34,729	0	0	0
00244501	Landfill Scalehouse	775,788	0	0	0	0
00244502	Osceola Road Landfill Leachate Tank Refurb.	0	347,288	0	0	0
00244503	Osceola Road Landfill Monitoring Well Refurb.	0	40,517	0	0	0
00244505	CTS Scale Automation Upgrade	0	0	234,517	0	0
00244506	Osceola Road Landfill Telemetry (SCADA)	0	0	303,877	0	0
00244509	Transfer Station Refurbishment	0	480,000	0	0	0
00244510	Landfill Maintenance/Operation Bldg. Improvements	0	33,075	0	0	40,213
00244601	Landfill Gas System Expansion	280,449	250,000	250,000	250,000	300,000
00244801	Landfill Title Five Air Permit Renewal	20,600	0	60,755	0	0
00245101	Landfill Solid Waste Operating Permit - Renewal	131,767	0	182,326	0	0
00281201	Landfill Yard Waste Area Rehabilitation	627,000	0	0	0	0
00281301	Landfill Scrap Metal Area- Storage Pad Addition	350,000	0	0	0	0
00281401	Central Transfer Station-Hoppers Rehabilitation	350,000	0	0	0	0
00281801	NPDES Year 4 Permit Support and Permit Renewal	30,000	0	0	0	0
Total Solid Waste		6,738,959	1,185,609	2,115,475	250,000	809,246

(CIE Projects (4) FS 100808.xls)



Facility Program - Solid Waste

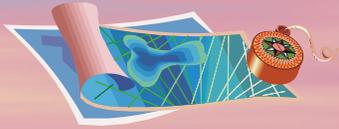
**Summary of Policies, Programs and Capital Improvements with Cost Impacts
 Solid Waste**

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
<p>The Solid Waste Management Division's planned capital improvement costs are related to work intended to maintain the solid waste management system and delivery of the level of service adopted in the Comprehensive Plan. Planned expenditures include replacement and upgrades of existing systems (e.g., pumping systems, tipping floor surfaces, etc.) and renewal of operating permits (including the Central Transfer Station's FDEP operating permit). No major expansions of the solid waste management system are planned.</p> <p>NOTE: The level of service (LOS) for solid waste was changed to a per capita per day rate in place of the former per capita and employee breakdown. Sufficient capacity is available that the more detail calculation is not necessary to assure continued capacity to meet demand.</p>	
	Total \$ 9,029,416

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Potential Additions	Period
<p>Potential changes in grants legislation and cost of various solid waste regulations for slurry-walled landfills could be anticipated at this time.</p>	<p>implementation of the operation of these regulations are</p>

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Solid Waste Capital Improvement Element Update are: rates and charges collected from Solid Waste system customers, proceeds from bond issues backed by revenues of the system and various grant opportunities. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.



Capacity/Improvements Summary

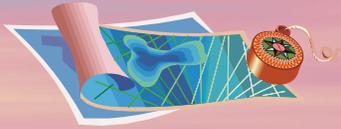
Solid Waste

Year	Osceola Rd Landfill (tons)	Central Transfer Station (avg daily tons)
<u>CURRENT</u>		
2006 Available	23,900,000	1,900
2006 Demand (Class 1 Disposal)*	20,320,000	900
Capacity Remaining (Deficient)	23,580,000	1,000
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>		
Proposed new capacity	0	0
<u>FIFTH YEAR OF CIP</u>		
2012 Available	21,493,213	1,900
2012 Demand *	21,493,213	1,052
Capacity Remaining (Deficient)	21,493,213	848
<u>FUTURE</u>		
2025 Capacity Remaining (Deficient)	16,577,841	519

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Solid Waste Facilities Levels of Service (Landfill disposal rate; does not include recycled tonnage)	Osceola Rd Landfill	Central Transfer Station
Measure	per Capita (lbs/day)	per Capita (lbs/day)
Adopted LOS for 2006 - 2012	4.2	4.3

* Projection of demand based on current Level of Services. LOS to be reviewed/revised at next EAR.
(facility program - solid waste.xls)

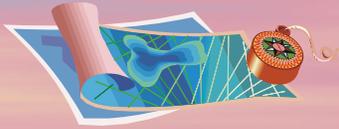


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Proj #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00137801	Citizens' Service Area at Central Transfer Station	2,619,541	-	-	-	-
00160801	Landfill Roadways Repairs	235,990	676,000	-	-	-
00201901	Tipping Floor Resurfacing	350,000	350,000	-	1,084,000	-
00244501	Landfill Scalehouse	774,649	-	-	-	-
00244601	Landfill Gas System Expansion	551,384	-	250,000	250,000	250,000
00244801	Landfill Title Five Air Permit Renewal	20,600	-	-	-	-
00244901	Landfill Household Hazardous Waste Pole-Barn	153,134	-	-	-	-
00245101	Landfill Solid Waste Operating Permit - Renewal	37,118	100,000	-	-	-
00281201	Landfill Yard Waste Area Rehabilitation	-	627,000	-	-	-
00281301	Landfill Scrap Metal Area- Storage Pad Addition	350,000	-	-	-	-
00281401	Central Transfer Station-Hoppers Rehabilitation	350,000	-	-	-	-
Totals		5,442,416	1,753,000	250,000	1,334,000	250,000

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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Facility Program - Transportation: Mass Transit

Summary of Policies, Programs and Capital Improvements with Cost Impacts Transportation - Mass Transit

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2008 - 9/30/2013

Funding for LYNX bus route service, Regional Transportation Agency membership and the Americans with Disabilities Act (ADA) paratransit service. The bus routes are #1, #23, #34, #103 and #102 (formerly #39), #41, #45, #46 and #47. Additional monies are shown funding of the commuter rail and bus shelter construction.

In addition to the capital funds budgeted here, operational funds of \$5,269,741 were adopted Sept 23 as part of the FY 2009 budget in support of the Service Funding Agreement for fixed bus and ADA noted above.

Total 5 Year Cost	\$ 2,479,009
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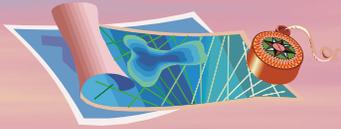
Potential Additional Cost Impacts During/Beyond The Five Year Planning Period

The County applied for and has been awarded a matching FDOT Service Development Grant to start a new SR 434 route. The planned start is in April of 2009.

A second grant to to increase service on Link 103 from 30 minutes to 15 minutes has also been applied for and awarded. The date of implementation is yet to be established.

Available Funding Options – Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Mass Transit Capital Improvement Element Update are: general revenues, locally levied infrastructure sales tax, gas taxes, proceeds from bond issues backed by general revenues or specified revenues, contributions from local benefiting agencies and various grant opportunities. The City of Oviedo has continued to provide funds relative to service received in its area.

(Facility program-Transp Mass Transit.xls)



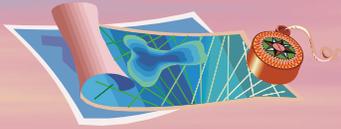
Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Capacity/Improvements Summary

Transit

Year	Revenue Miles/Capita Transit Service Area
<u>CURRENT</u>	
2006 Available	1,115,011
2007 Demand*	<u>418,311</u>
Surplus (Deficiency)	696,700
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>	
New Link 434 will start in April 2009, milage added in 2010.	0
<u>FIFTH YEAR</u>	
2012 Available	1,115,011
2013 Demand*	<u>463,076</u>
Surplus (Deficiency)	651,935
<u>FUTURE</u>	
2025 Needed*	472,163

* Based on Standard of : 1.03 Revenue Miles/Capita.
(facility program - transp mass transit.xls)

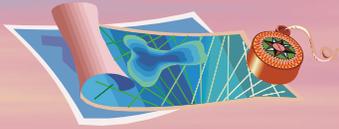


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Mass Transit Project Titles	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00110203	Developers Commitment Bus Shelters	169,009	0	0	0	0
00251401	Rail Related Transit	2,310,000	0	0	0	0
Total Mass Transit		2,479,009	0	0	0	0

(CIE Projects (4) FS 100808.xls)



Facility Program - Transportation: Mass Transit

**Summary of Policies, Programs and Capital Improvements with Cost Impacts
 Transportation - Mass Transit**

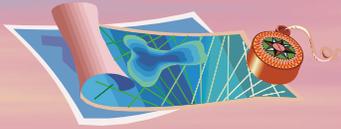
Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
Funding for LYNX bus route service, Regional Transportation Agency membership and the Americans with Disabilities Act paratransit service. The bus routes are #1, #23, #34, #39, #41, #45, #46 and #47. Additional monies are shown funding of the commuter rail and bus shelter construction.	
Total 5 Year Cost	\$ 71,222,080

Potential Additional Cost Impacts During/Beyond The Five Year Planning Period	
The County applied for and was denied funding to start a new SR 434 route. A decision as to whether to start a new SR 434 route is pending.	

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Available Funding Options	
Commissioners (either existing or available without voter approval) to fund all or portions of the Mass Transit Capital Improvement Element Update are: general revenues, locally levied infrastructure sales tax, gas taxes, proceeds from bond issues backed by general revenues or specified revenues, contributions from local benefiting agencies and various grant opportunities. The City of Oviedo has continued to provide funds relative to service received in its area.	

(Facility program-Transp Mass Transit.xls)



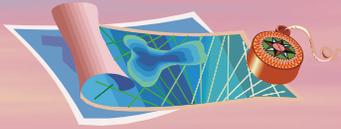
Capacity/Improvements Summary

Transit

Year	Revenue Miles/Capita Transit Service Area
<u>CURRENT</u>	
2005 Available	868,787
2006 Demand*	<u>413,347</u>
Surplus (Deficiency)	455,440
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>	
None at this time	0
<u>FIFTH YEAR</u>	
2012 Available	868,787
Demand*	<u>466,444</u>
Surplus (Deficiency)	402,343
<u>FUTURE</u>	
2025 Needed*	472,163

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* Based on Standard of : 1.63 Revenue Miles/Capita.



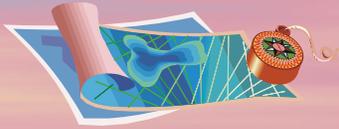
Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00015301	LYNX Bus and Paratransit Service	\$ 4,389,805	\$ 4,521,499	\$ 4,657,144	\$ 4,796,858	\$ 4,940,764
00110203	Development Commitment Bus Shelters	\$ 169,009	-	-	-	-
00251401	Rail Related Transit	\$ 47,747,000	-	-	-	-
	Totals	\$ 52,305,814	\$ 4,521,499	\$ 4,657,144	\$ 4,796,858	\$ 4,940,764

(Facility Program - Transp Mass Transitals)

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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Facility Program - Transportation: Roads

Summary of Policies, Programs and Capital Improvements with Cost Impacts Transportation - Roads

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2008 - 9/30/2013

Costs include funding for:

- State Road Network Improvements
- County Road Network Improvements and joint projects with the Cities
- Traffic Management Improvements
- Sidewalk Programs
- Pedestrian Overpasses

TRIPS Projects - These projects are adopted into the CIE to ensure consistency between the County's Comprehensive Plan and the plans of FDOT. The following projects, contained in the list of CIE projects for Transportation, are proposed to utilize Transportation Regional Incentive Program (TRIP) funding:

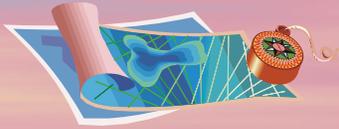
- 00205202 SR 426 / CR 419 Oviedo Cost Shared (TRIP)
- 00205302 SR 434 - Montgomery Rd to I-4 (TRIP)
- 00205303 SR 434 - I-4 to Rangeline Rd (TRIP)
- 00226301 SR 436 - Red Bug Lake Rd Interchange (TRIP)

Total 5 Year Cost | **\$204,391,704**

Potential Additional Cost Impacts During/Beyond Five Year Planning Period

The September, 2001 referendum renewal of the local option sales tax has enabled programming of specific projects to provide a wide variety of transportation improvements, including previously identified needs on the State Road system. Evolving needs still not fully addressed, however, include major road network improvements in the vicinity of key economic drivers in Seminole County. An example of such a need relating to the Orlando-Sanford Airport is the widening of SR 46 from Sanford Avenue west to SR 415, and the widening of SR 415 which are not fully funded through construction.

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Road Capital Improvement Element Update are: general revenues, special district ad valorem assessments, locally levied infrastructure sales tax, gas taxes, impact fees, proceeds from bond issues backed by general revenues or specified revenues, contributions from local benefiting agencies and various grant opportunities. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update. (*facility program - transp roads.xls*)



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Capacity Evaluation Summary: County Roads

County Roads	From-To	Note	Adopted LOS Standard	2008 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
Airport Boulevard	SR 46 to Mc Cracken Road	1	E			
Airport Boulevard	Mc Cracken Road to CR 46A	1	E		Yes	
Airport Boulevard	CR 46A to Old Lake Mary Road	1	E		Yes	
Airport Boulevard	Old Lake Mary Road to US 17-92	1	E		Yes	
Airport Boulevard Ext.	SR 46 to CR 15	1, 2	E			
Bunnell Road	Eden Park Road to West Town Parkway	1	E			
Chapman Road	SR 426 to Oak Circle	1	E		Yes	
Chapman Road	Oak Circle to SR 434	1	E		Yes	
CR 15 (Monroe Rd)	SR 46 to US 17-92	1	E			
CR 431 (Orange Blvd.)	CR46A to SR 46	1	E			
CR 419	SR 434 to Lockwood Boulevard	1	E		Yes	
CR 419	Orange County Line to Chuluota Bypass	1	D			
CR 46A	International Parkway to Rinehart Road	1, 3, 5	E	Yes	Yes	
CR 46A	Country Club Road to Old Lake Mary Road	1	E			
Dean Road	SR 426 to County Line	1	E			
Douglas Avenue	Citrus Street to SR 436	3	E		Yes	
EE Williamson Road	Rangeline Road to Lake Emma Road	4	E		No	
Lake Drive	Seminola Boulevard to Tuskawilla Road	1	E		Yes	
Lake Emma Road	Sand Pond Road to Greenway Boulevard	1	E		Yes	
Lake Emma Road	Greenway Boulevard to Longwood Hills Road	1	E		Yes	
Lake Mary Boulevard	Rinehart Road to Country Club Road	3, 4	E		Yes	
E. Lake Mary Blvd	Ohio Ave. to SR 415	1, 2	E			
Markham Woods Rd.	EE Williamson Road to Lake Mary Blvd.	1	E+20%			
Palm Springs Rd.	North St. to Central Parkway	2	E+20%		No	
Sand Lake Road	SR 434 to W. Lake Brantley Road (E)	1	E			
Sand Lake Road	W. Lake Brantley (E) to Hunt Club Boulevard	1	E			
Wekiva Springs	Fox Valley Road to Hunt Club Boulevard	1, 3, 6	D	Yes	Yes	
Wymore Road	SR 436 to Westmonte Drive	1	E			
Wymore Road	Westmonte Drive to Spring Lake Hills Drive	1	E		Yes	
Wymore Road	Spring Lake Hills Drive to Lake Destiny Road	1	E			
Wymore Road	Lake Destiny Road to Orange County Line	1	E			

(1) Additional lanes or other improvements programmed in 2008 CIE.

(2) Policy Constrained - Excluding operational improvements such as turn lanes, intersection improvements, shoulders, bike/ped, etc.

(2) New Roadway Construction.

(3) Monitor Traffic Conditions.

(4) There is a feasibility study to look at the possibility of widening to 6 lanes included in the CIE.

(5) There are improvements programmed at the intersections along CR 46A at International Parkway and Colonial Parkway.

(6) Based on 2008 Travel Time and delay Study, the roadway operates at LOS C or better during the AM and PM peak hours.

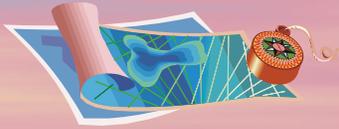
Also, there are intersection improvements programmed in this section of the roadway.

Note: This summary presents only those existing, classified County roadways that have:

1) a current deficiency, 2) a five-year deficiency, or 3) improvement activity in the CIE.

(2013 update (2).xls)

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Vision 2020 Comprehensive Plan

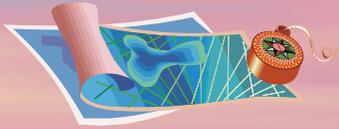
DRAFT Seminole County, Florida

Capacity Evaluation Summary: State Roads

County Roads	From - To	Note	2008 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
Interstate 4	Orange County Line to SR 436	1,3	Yes	Yes	
Interstate 4	SR 436 to SR 434	3	Yes	Yes	
Interstate 4	SR 434 to Lake Mary Boulevard	3	Yes	Yes	
Interstate 4	Lake Mary Boulevard to SR 46	3	Yes	Yes	
Interstate 4	SR 46 to Volusia County Line	3	Yes	Yes	
SR 415	Volusia County Line to Celery Avenue	1, 3	Yes	Yes	
SR 415	Celery Avenue to SR 46	1		Yes	
SR 417 (Sem. Exprwy)	County Line to Aloma	1			
SR 417 (Sem. Exprwy)	Aloma to Red Bug Lake Road	1			
SR 417 (Sem. Exprwy)	Red Bug Lake Road to SR 434	1			
SR 417 (Sem. Exprwy)	Interstate 4 to International Parkway				
SR 417 (Sem. Exprwy)	I-4 to International Parkway	1, 5			
SR 419	SR 434 to Edgemon Avenue	3		Yes	
SR 419	Edgemon Avenue to US 17-92	3		Yes	
SR 426	Tuskawilla Road to SR 417	1			
SR 426	Boulevard	1			
SR 426	Winter Springs Boulevard to Pine Avenue	1		Yes	
SR 426	Pine Avenue to SR 434	1, 4		Yes	
SR 434	Mitchell Hammock Road to SR 426-CR 419	3		Yes	
SR 434	SR 426-CR 419 to DeLeon Street	3	Yes	Yes	
SR 434	DeLeon Street to SR 417	3	Yes	Yes	
SR 434	Tuskawilla Road to SR 419	3		Yes	
SR 434	CR 427 to Rangeline Road	1, 3, 4	Yes	Yes	
SR 434	Rangeline Road to Palm Springs Drive	1, 3, 4	Yes	Yes	
SR 434	Palm Springs Drive to Raymond Avenue	1, 3, 4	Yes	Yes	
SR 434	Raymond Avenue to I-4	1, 3, 4	Yes	Yes	Yes
SR 434	I-4 to Douglas Avenue	1, 3, 4	Yes	Yes	Yes
SR 434	Douglas Avenue to Wekiva Springs Road	1, 3, 4	Yes	Yes	Yes
SR 434	Wekiva Springs Road to Sand Lake Road	3		Yes	
SR 436	Orange County Line to Howell Branch Road	3	Yes	Yes	
SR 436	Howell Branch Road to Red Bug Lake Road	3	Yes	Yes	
SR 436	Red Bug Lake Road to US 17-92	3	Yes	Yes	
SR 436	US 17-92 to CR 427 (Longwood Avenue)	3		Yes	
SR 436	CR 427 (Longwood) to CR 427 (Maitland)	3	Yes	Yes	
SR 436	CR 427 (Maitland) to Palm Springs Drive	3	Yes	Yes	
SR 436	Palm Springs Drive to Northlake Boulevard	3	Yes	Yes	

FDOT Year Work program of the County CE 17-19
 continued monitoring and development of multimodal transportation strategies to address levels of service
 increasingly limited availability of capacity to achieve important federal, state and county goals.
 Even with the use of travel management techniques, available capacity is rapidly becoming depleted on significant portions of I-15, SR 434
 shorter segments of SR 46, SR 415, SR 419, and SR 426 are becoming capacity deficient. Many of
 the shorter Roadway segments are politically constrained to have limited County's transportation plan for
 under the FDOT has not programmed construction of additional lanes in the first three years of the adopted
 SR 436. The lack of available capacity is a concern for the County.

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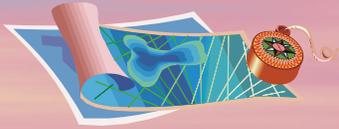


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

County Roads	From - To	Note	2008 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
SR 436	I-4 East Ramp to Wymore-Douglas	3	Yes	Yes	
SR 436	Wymore-Douglas to Lynchfield Avenue	3	Yes	Yes	
SR 436	Lynchfield Avenue to SR 434	3	Yes	Yes	
SR 436	SR 434 to Bear Lake Road	3	Yes	Yes	
SR 436	Bear Lake Road to Hunt Club Boulevard	3	Yes	Yes	
SR 436	Hunt Club Boulevard to Orange County Line	3		Yes	
SR 46	Lake County Line to Orange Boulevard	3	Yes	Yes	
SR 46	Mellonville Avenue to Beardall Avenue	1, 3		Yes	
SR 46	Beardall Avenue to SR 415	1, 3		Yes	
SR 46	SR 415 to Osceola Road	3		Yes	
US 17-92	Orange County Line to Lake of the Woods	1, 3	Yes	Yes	
US 17-92	Lake of the Woods to SR 436	3		Yes	
US 17-92	SR 436 to Triplet Lake Drive	3		Yes	
US 17-92	Triplet Lake Drive to Seminola-Dogtrack	3		Yes	
US 17-92	Seminola-Dogtrack to SR 434	3		Yes	
US 17-92	CR 427-SR 419 to CR 427	1, 3	Yes	Yes	
US 17-92	CR 427 to Lake Mary Boulevard	1, 3		Yes	
US 17-92	Lake Mary Boulevard to Airport Boulevard	3	Yes	Yes	

- (1) Additional lanes or other improvements programmed as listed in the FDOT work program.
- (2) Policy Constrained/all or part in County's adopted Transportation Element.
- (3) Monitor traffic operating conditions.
- (4) Advance funded by Seminole County one cent sales tax monies. Construction funded in 2008/09, 2009/10 and 2010/11.
- (5) New Roadway Construction.

ENTIRE PAGE TO BE CONSIDERED UNDERLINED



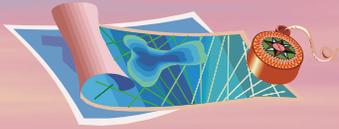
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Note: This summary presents only those existing, classified roadways in the County which have: either a current or five-year deficiency; or improvement activity in the FDOT 5 Year Work program or the County's CIE. The evaluations of projected traffic operating conditions on State roads made for the 2008 Update have reinforced the need for continued monitoring and development of multimodal transportation strategies to address levels of service on State roads. The increasingly limited availability of capacity on State roads to accommodate new or expanded land development activities is threatening the County's ability to achieve important Federal, State and County goals, objectives and policies. Even with the use of travel time and delay studies, peak hour evaluations and other more rigorous techniques, available capacity is rapidly becoming depleted on significant portions of I-4, US 17-92, SR 434, and SR 436. Also, shorter segments of SR 46, SR 415, SR 419, and SR 426 are becoming capacity deficient. Many of these deficient State Roadway segments are policy constrained to 6 lanes in the County's comprehensive plan. For the remainder, the FDOT has not programmed construction of additional lanes in the first three years of the adopted 5-year Work Program. The lack of available capacity on State roads and the failure to program needed capacity improvements is creating a critical problem for the County. The extent of these projected roadway capacity deficiencies requires the County to begin specific development and implementation of the multimodal strategies first presented in the 1991 Comprehensive Plan. These strategies have been further refined in this update to the Comprehensive Plan and additional policies and implementing devices have been identified. In part, implementation of these strategies will be through a series of special areas studies and designation of special transportation areas as appropriate. In addition, the County has worked extensively with FDOT to advance fund projects in the amount of \$149,200,00 through the County's second generation one cent sales tax. This has resulted in the County advance funding the following projects listed in the table below.

Project Name	Scope	Approximate Total County Project Costs
SR 434 - Montgomery Rd to I-4	Widen roadway from 4 to 6 lanes	\$13,100,000
SR 434 - I-4 to Rangeline Rd	Widen roadway from 4 to 6 lanes	\$41,000,000
SR 434 - Intersection Improvements at Florida Central Pkwy and CR 427	Major Intersection Improvements	\$19,000,000
SR 436 and Red Bug Lake Rd Interchange	Widen roadways and add SB to EB flyover	\$60,000,000
SR 426/CR 419 - Pine Ave to Lockwood Blvd	Widen roadway from 2 to 4 lanes	\$6,000,000
US 17/92 - Lake of the Woods Blvd to the County Line	Reconstruct roadway as an urban 6-lane	\$3,000,000
SR 426 - Tuskawilla Rd to SR 417	Add auxiliary lanes and improve intersection with Tuskawilla Rd	\$3,500,000
SR 46 - Mellonville Ave to SR 415	Widen roadway from 2 to 4 lanes	\$3,600,000
Total Costs =		\$149,200,000

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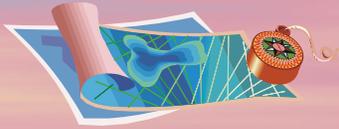


Vision 2020 Comprehensive Plan

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Five Year Capital Schedule of Improvements

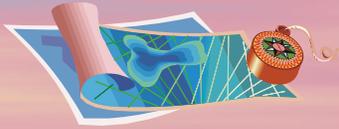
Project #	Transportation Project Titles+C133+C166	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00005801	CR 15 (Monroe Rd) - SR 46 to US 17-92	4,902,131	0	0	0	0
00006102	Airport Blvd II & III - US 17-92 to SR 46 (Construction)	225,879	0	0	0	0
00006202	Bunnell Rd/Eden Park Ave (Construction)	17,132,125	0	0	0	0
00006203	Bunnell and Eden Park Utility Relocation (Altamonte)	1,088,924	0	0	0	0
00006301	Chapman Rd - SR 426 to SR 434	5,929,935	0	16,000,000	0	0
00010701	E Lake Mary Blvd IIB - Ohio Ave to SR 415	750,000	0	0	0	0
00011401	CR 46A III - CR 15 to Old Lake Mary Rd	259,152	0	0	0	0
00012401	Lake Dr - Seminola Blvd to Tuskawilla Rd	112,817	0	0	0	0
00012402	Lake Dr - Seminola Blvd to Tuskawilla Rd (Casselberry)	133,113	0	0	0	0
00012403	Lake Dr - Seminola Blvd to Tuskawilla Rd (SNOCWTR)	52,205	0	0	0	0
00013701	Sand Lake Rd - Hunt Club Blvd to SR 434	0	2,000,000	0	0	4,750,000
00014601	Wymore Rd - Orange County Line to SR 436	52,191	2,000,000	0	0	3,125,000
00054101	Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd	15,531,754	0	0	0	0
00137101	Asphalt Surface Maintenance Program	4,050,000	4,801,520	5,051,570	5,551,508	5,850,000
00187718	Riverwalk Trail - County Road 15 to French Avenue	2,000,000	0	0	0	0
00191636	CR 431 (Orange Blvd) - CR 46A to SR 46	356,194	0	0	0	0
00191640	Country Club Rd - Rantoul Ln to CR 46A	2,224,899	0	0	0	0
00191642	SR 436 at Maitland Ave - Intersection Improvement	64,580	0	0	0	0
00191646	SR 426 - Tuskawilla Rd to SR 417	2,125,708	0	0	0	0
00191649	SR 436 at Hunt Club Blvd - Intersection Improvement	48,892	0	0	0	0
00191650	CR 46A and US 17-92 - Intersection Improvement	28,812	0	0	0	0
00191651	Upsala Road - 90 Degree Curve	556,563	0	0	0	0
00191652	CR 426 Safety Improvements	923,309	0	6,000,000	0	0
00191654	Jacobs Trail	400,000	0	0	0	0
00191655	Howell Creek Dam at Lake Howell Road	350,000	0	700,000	0	0
00191656	Longwood - Lake Mary Road	216,803	750,000	0	0	0
00191659	County Road 46A at Colonial Parkway Intersection Improvement	312,286	0	0	0	0
00191660	CR 46A at International Parkway Intersection Improvement	38,075	0	0	0	0
00191662	County Road 427 at State Road 436 Intersection Improvement	329,808	0	0	0	0
00191666	Lake Mary Boulevard at US 17-92 Intersection Improvement	565,954	0	0	0	0
00191667	Lake Mary Boulevard Feasibility Study	100,000	0	0	0	0
00191668	McCulloch Road	100,000	0	0	0	0
00192007	Wekiva Springs Rd Intersection Improvements	409,043	0	0	0	0
00192008	Wekiva Springs Road - Fox Valley Drive to County Line	205,894	0	0	0	0
00192014	Bear Lake Rd - Orange County Line to SR 436	137,784	0	0	0	0
00192015	Markham Woods Rd (E Williamson to Lake Mary)	3,237,381	0	0	0	0
00192514	County Sidewalk Program - Future Years	0	2,500,000	2,500,000	1,000,000	0
00192564	North Line Dr Sidewalk	88,160	0	0	0	0
00192572	Park Drive Sidewalk	100,000	0	0	0	0
00192582	West 27th Street Sidewalk	384,165	0	0	0	0
00192583	Airport Boulevard Sidewalk	745,356	0	0	0	0
00192584	County Road 46A Sidewalk	375,000	0	0	0	0
00192590	Jackson Street Sidewalk	162,847	0	0	0	0
00192591	Markham Road Sidewalk	250,000	0	0	0	0
00192592	Midway Elementary School Area Sidewalk	595,000	0	0	0	0
00192593	Ronald Reagan Boulevard (CR 427) Sidewalk	516,681	0	0	0	0
00192594	Snow Hill Road Sidewalk	77,294	0	0	0	0
00192595	Stefanik Road and Moyeses Road Sidewalk	245,364	0	0	0	0
00192599	East Hillcrest Street / Alpine Street Sidewalk	2,519	359,106	0	0	0
00192902	Country Club Road (C-15) Sidewalk	100,000	0	0	0	0



Vision 2020 Comprehensive Plan

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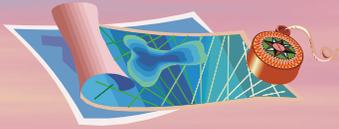
Project #	Transportation Project Titles+C133+C166	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00192903	Mikler Road Sidewalk	50,000		0	0	0
00192904	Brumley Road Sidewalk	100,000		0	0	0
00192905	Jamestown Community Sidewalk	75,000		0	0	0
00192906	Bird Road Sidewalk	200,000		0	0	0
00196901	Red Bug Pedestrian Overpass at Elementary School	3,925,130		0	0	0
00197001	US 17-92 Sanford Lakefront Project	2,900,000		0	0	0
00198101	Dean Road - SR 426 to Orange County Line	980,000		0	4,000,000	7,500,000
00198102	CR 419 Widening Lanes	1,400,000	5,000,000	15,000,000		0
00202340	Howell Branch Road Detectable Warnings	44,000		0	0	0
00202344	Lockwood Boulevard Detectable Warnings	53,000		0	0	0
00202346	McCulloch Road Detectable Warnings	23,000		0	0	0
00205202	SR 426 / CR 419 Oviedo Cost Shared (TRIP)	5,811,517		0	0	0
00205204	Altamonte Pedestrian Overpass (County / City Shared Cost)	2,000,000		0	0	0
00205302	SR 434 - Montgomery Rd to I-4 (TRIP)	15,110,320		0	0	0
00205303	SR 434 - I-4 to Range Line Rd (TRIP)	11,962,712	17,300,000		0	0
00205304	SR 434 - Rangeline Rd to CR 427	1,869,550		0	13,000,000	0 10,000,000
00205305	State Road 434 - Montgomery to I-4 - Utility Relocation	674,845		0	0	0
00205402	State Road 46 (Mellonville to SR 415) Land for Widening	0	2,400,000	4,800,000		0
00205501	Future Traffic Signals and Signal Systems	0	720,000	800,000	800,000	0
00205526	Bear Lake at Bunnell Mast Arms	180,000		0	0	0
00205527	County Road 46A at Ridgewood Mast Arms	75,000		0	0	0
00205528	Hunt Club at East Wekiva Trail Mast Arms	160,000		0	0	0
00205530	Palm Springs at North Mast Arms	180,000		0	0	0
00205531	Seminola at Button Mast Arms	0	80,000		0	0
00205532	Seminola at Winterpark Mast Arms	80,000		0	0	0
00205535	Oxford at Lake of the Woods Mast Arms	180,000		0	0	0
00205537	S Sanford Ave at Lake Mary Blvd Mast Arms	290,000		0	0	0
00205538	US 17-92 at Laura Street - Mast Arm	69,000		0	0	0
00205601	Communication Network Future Projects	0	200,000	200,000	200,000	0
00205614	CR 427 Fiber Optic Construction	90,000		0	0	0
00205617	SR 46 New Fiber Optic Construction	50,000		0	0	0
00205701	Future ATM Projects	0	450,000	450,000	450,000	0
00205728	Ethernet Controller Conversion	100,000		0	0	0
00205733	Transponder Reader Stations	150,000		0	0	0
00205734	Video Wall Display Upgrade	200,000		0	0	0
00206201	Dyson Drive School Safety Sidewalk	344,095		0	0	0
00206208	Dyson Drive Sidewalk (County portion)	900,000		0	0	0
00206503	CRA Streetscape / Landscape Projects	67,102		0	0	0
00209001	CRA 17/92 Land Acquisition Fund for Future Development	1,400,000	1,600,000	1,800,000	2,000,000	2,200,000
00226301	SR 436 at Red Bug Lake Rd Interchange (TRIP)	16,458,372	30,000,000	8,000,000		0
00226401	Airport Blvd Extension - SR 46 to CR 15	0	0	0	0	875,000
00226501	US 17-92 - Orange County Line to Lake of the Woods Blvd	1,038,481		0	0	0
00227012	Arterial / Collector Roads Pavement Rehabilitation	0	1,500,000	1,500,000	1,500,000	0
00227032	County Road 15 (Country Club Road) Pavement Rehabilitation	283,324		0	0	0
00227038	Wekiva Springs Rd (County Line to Hunt Club) Pavement Rehab	82,800		0	0	0
00227039	Old Lake Mary Rd (Palmetto to Airport Blvd) Pavement Rehab	335,000		0	0	0
00229204	Aloma Ave at Red Bug Lake Rd - Pedestrian Overpass	4,026,220		0	0	0
00229205	Lake Mary Blvd at International Pkwy - Pedestrian Crossing	4,757,180		0	0	0
00247706	Magnolia Ave - 27th St to South To - Pavement	89,900		0	0	0



Vision 2020 Comprehensive Plan Seminole County, Florida

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Project #	Transportation Project Titles+C133+C166	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
00255801	SR 46 Gateway Sidewalk - Hickman Dr to Airport Blvd / JPP	26,580	3,128,000	0	0	0
00261501	Red Bug Lake Road Median Refurbishment (East of Tuskawilla)	75,000	0	0	0	0
00275601	Fernwood Blvd. Pedestrian Crossing	200,000	0	0	0	0
00279701	Bridge Rehabilitation and Repairs	250,000	250,000	250,000	250,000	250,000
80000005	State Road 426 / County Road 419 (Oviedo LAP)	10,199	0	0	0	0
90000101	Minor Road Program - GECs	220,000	250,000	250,000	250,000	0
90000102	Collector Roads Program - GECs	220,000	250,000	250,000	250,000	0
90000103	Future Years State Road System - GECs	220,000	250,000	250,000	250,000	0
90000104	Safety / Sidewalk Program - GECs	220,000	250,000	250,000	250,000	0
Total Transportation		148,801,924	76,038,626	81,051,570	20,251,508	27,050,000
<i>(CIE Projects (4) FS 100808.xls)</i>						



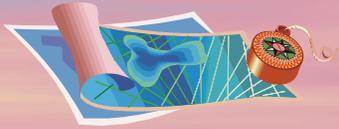
Vision 2020 Comprehensive Plan

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METROPLAN ORLANDO
Transportation Improvement Program
Federal and State Funded Highway Projects
Seminole County

FDOT FMN	Project Name Designation	Project Description				Project Status and Cost (\$000's)					Funding Sources	Project Phases	Map Refer Number	
		From	To	Length (Miles)	Work Description	2008/09	2009/10	2010/11	2011/12	2012/13				
2E+06	SR 46	Bridge over St. Johns River		1.68	Replace Low Level Bridge		75				BRAC	CST	1-15	
2E+06	SR 15/600/US 17/92	Shepard Rd.	Lake Mary Blvd.	3.65	Widen to 6 Lanes (2025 LRTP - page 5-25)	2,048 7 6		350	1,738	37,789	DDR DIH DIH XU DDR XU	ENV PD&E PE PE ROW ROW		
2E+06	SR 46	Mellonville Ave.	SR 415	2.64	Widen to 4 Lanes	325 1					DDR DIH	ENV PE		
2E+06	SR 46	Mellonville Ave.	SR 415	2.64	Widen to 4 Lanes (2025 LRTP - page 5-25)	490	1,200 1,200	2,400 2,400			CIGP LFP S129	ROW ROW ROW		
2E+06	SR 434	SR 414/Maitland	Calabria Rd.	1.73	Widen to 6 Lanes	1 600 29 1 5					DIH DS LF DS DIH	PE Payback CST CST CST		
2E+06	SR 434	Montgomery/Wekiva Springs Rd.	I-4	0.89	Widen to 6 Lanes (2025 LRTP - page 5-25)	119 4,991 1,428					DIH LFP TRIP	ROW ROW ROW	1-16	
2E+06	SR 434	I-4	Rangeline Rd.	1.79	Widen to 6 Lanes (2025 LRTP - page 5-25)	352 22,978 5,800				12,873 3,750	DIH LFP TRIP LFP TRIP	ROW ROW ROW CST CST	1-17	
2E+06	Congestion Mitigation	Regionwide			Projects to be Identified by Congestion Management System	1,986	2,281	2,000	2,000	2,000	XU	CST		
2E+06	I-4	Orange/Seminole Co. Line	0.25 mi. N of Central Pkwy.	2.54	Add 2 Special Use Lanes/ Rehabilitate Pavement	155 113					NHAC NHAC	ENV PE		
4E+06	SR 15/600/US 17/92	at SR 436		0.50	Grade Separated Interchange (2025 LRTP - page 5-25)					33 10,460	DIH XU	ROW ROW		
4E+06	SR 426	Mitchell Hammock	Pine Ave.	1.06	Widen to 4 Lanes (2025 LRTP - page 5-25)	15 615 565 1,799 47					DIH DDR SU LF XU	PE CST CST CST CST	1-18	
4E+06	SR 415	SR 46	Seminole/Volusia Co. Line	0.90	Widen to 4 Lanes (2025 LRTP - page 5-25)	40 3,250	56 4,165				DIH DS	ROW ROW		
4E+06	I-4	at SR 46		3.52	Minor Interchange Improvements				44 19,618		DIH DIS	ROW ROW		
4E+06	I-4 Master Plan	Seminole Co.		14.14	Advance Right-of-Way Acquisition	18 189 24,808 111 73,760					14,109 100	DIH DS GMR DIH NHAC DS DDR	PE ROW ROW ROW ROW ROW ROW	
							12,564	16,106 12,221						

METROPLAN ORLANDO August 2008

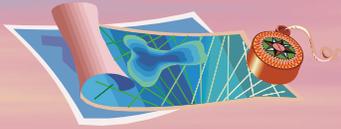


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

III-15
METROPLAN ORLANDO
 Transportation Improvement Program
 Federal and State Funded Highway Projects
 Seminole County

FDOT FMN	Project Name Designation	Project Description				Project Status and Cost (\$000's)					Funding Sources	Project Phases	Map Refer Number
		From	To	Length (Miles)	Work Description	2008/09	2009/10	2010/11	2011/12	2012/13			
4E+06	SR 15/600/US 17/92	Airport Blvd.	Seminole Blvd.	3.03	Resurfacing	140 5,216 32					DS DDR DIH	RRU CST CST	
4E+06	Seminole Co. Traffic Engineering				Traffic Signals	240	247	254			DDR	OPS	
4E+06	SR 15/600/US 17/92	Orange/Seminole Co. Line	Lake-of-the-Woods Blvd.	1.04	Reconstruct from Rural to Urban (2025 LRTP - page 5-25)	8,000	3,000				DDR	Payback	
4E+06	SR 434	S of Smith St.	N of Oviedo Shopping Center	0.30	Widen to 4 Lanes (2025 LRTP - page 5-25)				200 9,500 9,500		DIH LFP TRIP	ROW ROW ROW	
4E+06	SR 417 Extension	I-4	International Pkwy.	0.10	New 4-Lane Expressway			164 17,765			DIH DS	CST CST	1-19
4E+06	SR 46	E of SR 415	Seminole/Volusia Co. Line	12.24	Resurfacing	105 5,593					DIH DS	CST CST	
4E+06	Seminole Co. Traffic Signal System				Traffic Control Devices		700	465	465	465	XU	CST	
4E+06	SR 436	Orange/Seminole Co. Line	Pearl Lake Rd.	2.29	Lighting	250					HSP	CST	
4E+06	SR 436	Willshire Blvd.	Lake Howell Rd.	1.17	Grade Separated Interchange (at Red Bug Lake Rd.) (2025 LRTP - page 5-25)	16,435					LFP LFP TRIP	ROW CST CST	1 & 2-20
4E+06	CR 426	Division St.	SR 46	7.83	Pave Shoulders			1,630 2,484			HRRR HSP	CST CST	
4E+06	Fernwood Blvd.			0.19	Safety Project	120					HSP	CST	
4E+06	Access Rd.	Orlando Sanford International Airport			Streetscaping	10					HPP	CST	
4E+06	SR 15/600/US 17/92	Seminole Blvd.	I-4	3.15	Resurfacing	21 3,432					DS XA	CST CST	



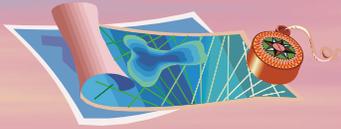
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

III-16

METROPLAN ORLANDO
Transportation Improvement Program
Federal and State Funded Highway Projects
Seminole County

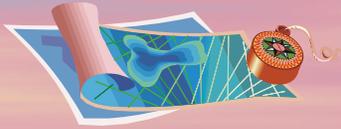
FDOT FMN	Project Name Designation	Project Description				Project Status and Cost (\$000's)					Funding Sources	Project Phases	Map Refer Number
		From	To	Length (Miles)	Work Description	2008/09	2009/10	2010/11	2011/12	2012/13			
4E+06	Seminole Co.	Countywide			Coordinate Traffic Signals	145 145					TRIP XU	PE PE	
4E+06	I-4	Westbound Rest	Lake Mary Blvd.	4.60	Landscaping	61 462					DIH DS	CST CST	
4E+06	SR 436	Oxford Rd.	Cassel Creek Rd.	1.57	Resurfacing			4,147 428			DDR DIH	CST CST	
4E+06	SR 46	W of Mills Creek Bridge	SR 15/600/US 17/92	0.48	Resurfacing		1,016 145				DDR DIH	CST CST	
4E+06	SR 426	Orange/Seminole Co. Line	Deep Lake Rd.	1.39	Resurfacing	2 5	1,953 158				DIH DS DDR DIH	PE PE CST CST	
4E+06	SR 434	at Little Wekiva River Outfall		0.00	Drainage Improvements				95 840		DIH DS	CST CST	
4E+06	SR 436	at Orange Ave.		0.08	Traffic Signals			370			HSP	CST	
4E+06	Osceola Rd.	SR 46	Bee Ln.		Signing/Pavement	50		399			HSP HRRR	PE CST	
4E+06	SR 436	at CR 427			Modify Intersection	325					LFP	CST	



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

III-17
METROPLAN ORLANDO
 Transportation Improvement Program
 Federal and State Funded Highway Projects
 Seminole County
 Florida's Turnpike Enterprise Projects

FDOT FMN	Project Name Designation	Project Description				Project Status and Cost (\$000's)					Funding Sources	Project Phases	Map Refer Number
		From	To	Length (Miles)	Work Description	2008/09	2009/10	2010/11	2011/12	2012/13			
2E+06	SR 417	E of Old Lake Mary Rd.	2,157' E of Rinehart Rd.	2.66	New 4-Lane Expressway	2,482	2,482	2,482	2,482	2,482	PKYI	Payback	
4E+06	SR 417	Orange/Seminole Co. Line	SR 434	6.40	Widen to 6 Lanes	4,000			1,000 137,119 295	3,000	PKYI PKBD PKYI PKBD	PE RRU CST CST INC	1 & 2-21
4E+06	SR 417	at Lake Jesup Toll Plaza		0.05	Modify to 4 Express Lanes	1 1,747 5 428 2,300					PKYI PKBD PKYI PKBD PKBD	PE CST CST CST INC	1-22
4E+06	SR 417	University Blvd.	SR 434	6.40	Landscaping				3,329 30		PKBD PKYI	DSB DSB	
4E+06	SR 417	at Lake Jesup Toll Plaza		0.05	Replace Thermoplastic/ Signing/Pavement		44				PKYI	CST	
4E+06	SR 417	Countywide			Replace Thermoplastic/ Signing/Pavement		194				PKYI	CST	



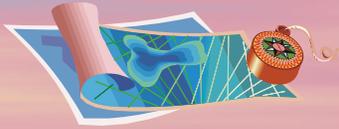
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

III-18
METROPLAN ORLANDO
 Transportation Improvement Program
 Federal and State Funded Highway Projects
 Seminole County
 Transportation Improvement Program Maintenance Projects

FDOT FMN	Project Name Designation	Project Description				Project Status and Cost (\$000's)					Funding Sources	Project Phases	Map Refer Number
		From	To	Length (Miles)	Work Description	2008/09	2009/10	2010/11	2011/12	2012/13			
2E+06	City of Casselberry MOA				Routine Maintenance	65	65	65	73		D	MNT	
2E+06	Seminole Co. MOA				Routine Maintenance	8	20	21			D	MNT	
2E+06	City of Longwood MOA				Routine Maintenance	47	49	49	49	49	D	MNT	
2E+06	City of Winter Springs MOA				Routine Maintenance	57	59	60	60	60	D	MNT	
2E+06	I-4 Rest Area				Security Guard Service			285			D	MNT	
2E+06	I-4 Rest Area				Routine Maintenance	206	206	206			D	MNT	
4E+06	Lighting Agreements				Lighting Maintenance	161	166				DDR	MNT	
4E+06	Thermoplastic				Routine Maintenance	630	630				D	MNT	
4E+06	Primary Roads MOA				Routine Maintenance	3,150	3,450	3,600	3,750	3,850	D	MNT	
4E+06	City of Oviedo MOA				Routine Maintenance	40	41	43	43	43	D	MNT	
4E+06	Aesthetic/Vegetation	Countywide			Routine Maintenance	1,200	1,200	1,200			D	MNT	

[\(Sec. 3 FDOT Hwy0913 Seminole.xls\)](#)



Vision 2020 Comprehensive Plan

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METROPLAN ORLANDO Transportation Improvement Program Locally Funded Highway Projects

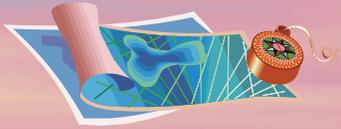
Seminole County

Proj No	Project Name or Designation	Project Description				Project Status and Cost (\$000's)					Funding Sources	Project Phases	Map Refer No
		From	To	Length (Miles)	Work Description	2008/09	2009/10	2010/11	2011/12	2012/13			
	SR 434 [Ⓛ]	Montgomery Rd.	I-4	1.00	Reconstruct to 6 Lanes [Ⓜ]	11,620 3,472					OCST OCST	CST ROW	1-16
	SR 434 [Ⓛ]	I-4	Rangeline Rd.	1.10	Reconstruct to 6 Lanes [Ⓜ]	17,000	15,000				OCST OCST	ROW CST	1-17
	SR 434 [Ⓛ]	Rangeline Rd.	CR 427	1.60	Major Intersection Improvements	1,400		13,000		10,000	OCST OCST OCST	PE ROW CST	
	SR 436 [Ⓛ]	Int. @ Red Bug Lake Rd.			Grade Separated Interchange [Ⓝ]	16,300	30,000	8,000			LOGT/RI F/ LOGT/RI F/	ROW CST	1 & 2-20
	CR 419	Orange/Seminole Co. Line	Chuluota Bypass	2.50	Reconstruct to 4 Lanes [Ⓜ]		5,000	15,000			OCST OCST	ROW CST	
	Chapman Rd	SR 426	SR 434	1.55	Reconstruct to 4 Lanes [Ⓜ]			16,000			LOGT/RI F/	CST	1 & 2-99
	Dean Rd.	Orange/Seminole Co. Line	SR 426	1.10	Reconstruct to 4 Lanes [Ⓜ]	980		4,000	7,500		OCST OCST OCST	PE ROW CST	1 & 2-100
	Sand Lake Rd.	Hunt Club Blvd.	SR 434	1.90	Reconstruct to 3 or 4 Lanes [Ⓜ]		2,000			4,750	LOGT/RI F/	ROW	
	Wymore Rd.	Orange/Seminole Co. Line	SR 436	1.30	Reconstruct to 4 Lanes [Ⓜ]		2,000			3,125	LOGT/RI F/	ROW	

[Ⓛ] These projects were on the list of state road projects to be partially funded by revenues from the 2001 Seminole County sales tax referendum. FDOT is providing \$26.4 million in TRIP funds for and construction of the SR 434 six-laning projects from Montgomery Road to Rangeline Road, and \$10 million in TRIP funds for construction for the SR 436/Red Bug Lake Road project.

[Ⓜ] Project includes bicycle lanes and sidewalk facilities.

[Ⓝ] Project includes sidewalk only.



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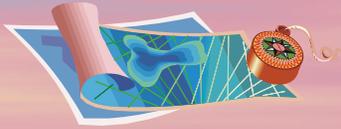
**V-14
METROPLAN ORLANDO
Transportation Improvement Program
Locally Funded Highway Projects**

Seminole County

Proj No	Project Name or Designation	Project Description				Project Status and Cost (\$000's)					Funding Sources	Project Phases	Map Refer No
		From	To	Length (Miles)	Work Description	2008/09	2009/10	2010/11	2011/12	2012/13			
	Traffic Safety & Efficiency & Railroad Highway Crossings				TSM Activities	600	650	650	650	-	OCST	CST	
	Traffic Signals & Signal Systems				TSM Activities	766	800	800	800	-	OCST	CST	
	Traffic Communication Network				TSM Activities	200	240	240	240	-	OCST	CST	
	ITS/ATMS				TSM Activities	500	600	600	600	-	OCST	CST	

Ⓞ Project includes bicycle lanes and sidewalk facilities.

METROPLAN ORLANDO
August 2008

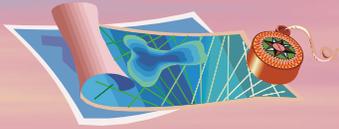


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

METROPLAN ORLANDO
Transportation Improvement Program
Aviation Projects
Orlando Sanford International Airport

FDOT FMN	Airport	Project Description	Project Status and Cost (\$000's)					Funding Sources	Consistent with Airport Master Plans?
			2008/09	2009/10	2010/11	2011/12	2012/13		
4E+06	OSIA	Rehab/Relocate Taxiway Bravo West of Runway 18/36			3,500 194 194			FAA DS LF	Yes
4E+06	OSIA	Capacity Project	1,550Ⓢ 1,550Ⓢ	500Ⓢ 500Ⓢ			500Ⓢ 500Ⓢ	DS LF	Yes
4E+06	OSIA	Baggage Screening Conveyor System	1,947 974 974					FAA DS LF	
4E+06	OSIA	Construct Taxiway Tango				5,500 306 306		FAA DPTO LF	Yes
4E+06	OSIA	Design & Construct Large Commercial Maintenance Hangar/Reservation Center				3,500 3,500		DPTO LF	Yes
4E+06	OSIA	Relocate Taxiway "K"			2,500 139 139			FAA DPTO LF	Yes
4E+06	OSIA	Rehab West Ramp and Apron			4,500 167 167			FAA DPTO LF	Yes
4E+06	OSIA	Design & Construct Stub Taxiway from Runway 9R/27L to the East			500 500			DPTO LF	Yes

Ⓢ The funds for project #4133471 are programmed in FDOT's Five Year Work Program, but are not included in OSIA's Capital Improvement Program.



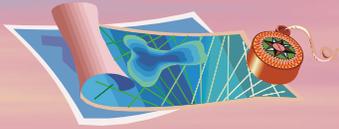
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

VI-20
METROPLAN ORLANDO
Transportation Improvement Program
Aviation Projects
Orlando Sanford International Airport

FDOT FMN	Airport	Project Description	Project Status and Cost (\$000's)					Funding Sources	Consistent with Airport Master Plans?
			2008/09	2009/10	2010/11	2011/12	2012/13		
4E+06	OSIA	Construct Parking Garage (Phase 2)	1,000 ^① 1,000 ^①					DS LF	Yes
4E+06	OSIA	Construct Parking Garage (Phase 2)		2,020 ^② 2,020 ^②	1,872 ^② 1,872 ^②	2,550 ^② 2,550 ^②	558 ^② 558 ^②	DS LF	Yes
4E+06	OSIA	Extend & Light Runway 9L-27R & Taxiway Bravo to 12,000'				36,922 ^③ 972 ^③ 972 ^③		FAA GMR LF	Yes
4E+06	OSIA	Widen, Overlay & Light Taxiways		3,500 88 88				FAA DS LF	Yes
4E+06	OSIA	Expand Terminal A					2,172 ^④ 2,172 ^④	DS LF	Yes
4E+06	OSIA	Relocate/Expand Access Road		2,917 ^⑤ 972 ^⑤				DIS LF	Yes
4E+06	OSIA	Acquire Land to Extend Runways 9L/27R to 11,000'				6,000 150 150		FAA DS LF	Yes

- ① The funds for project #4076671 are programmed in FDOT's Five Year Work Program, but are not included in OSIA's Capital Improvement Program.
- ② The amounts shown are programmed by FDOT. The Sanford Airport Authority is requesting \$7,000,000 each in DS funds and LF funds for this project in FY 2009/10.
- ③ The amounts shown are programmed by FDOT. The Sanford Airport Authority is requesting \$9,000,000 in FAA funds, and each in DS funds and LF funds for this project in FY 2008/09.
- ④ The amounts shown are programmed by FDOT. The Sanford Airport Authority is requesting \$6,500,000 in FAA funds, \$ in DS funds, and \$34,162,500 in LF funds for this project in FY 2011/12.
- ⑤ The funds for project #4183171 are programmed in FDOT's Five Year Work Program, but are not included in OSIA's Capital Improvement Program.



Vision 2020 Comprehensive Plan

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VI-21
METROPLAN ORLANDO
Transportation Improvement Program
Aviation Projects
Orlando Sanford International Airport

FDOT FMN	Airport	Project Description	Project Status and Cost (\$000's)					Funding Sources	Consistent with Airport Master Plans?
			2008/09	2009/10	2010/11	2011/12	2012/13		
4E+06	OSIA	Airport Improvement Project	326 ^① 326 ^①	870 ^① 870 ^①	1,520 ^① 1,520 ^①		2,455 ^① 2,455 ^①	DPTO LF	Yes
4E+06	OSIA	Construct Taxiway Alpha (Phase 3)				13,254 ^② 349 ^② 349 ^②	FAA GMR LF	Yes	
4E+06	OSIA	Construct Taxiway Fox			5,000 277 277		FAA DPTO LF	Yes	
4076511 ^②	OSIA	Overlay & Re-Mark Existing Surface of Runway 9L/27R	3,000 ^③				FAA	Yes	
4185071 ^④	OSIA	Overlay & Mark Runway 18-36		3,000 ^④ 75 ^④ 75 ^④			FAA DS LF	Yes	

- ① The funds for project #4208451 are programmed in FDOT's Five Year Work Program, but are not included in OSIA's Capital Improvement Program.
- ② The amounts shown are programmed by FDOT. The Sanford Airport Authority is requesting \$5,000,000 in FAA funds, at each in DS funds and LF funds for this project in FY 2009/10.
- ③ FDOT programmed \$4,400,000 for project #4076511 in FY 2007/08. The Sanford Airport Authority is requesting that the amount shown be programmed in FY 2008/09. (This project is not included in FDOT's FY 2008/09-2012/13 Five Year Work Program.)
- ④ FDOT programmed \$3,150,000 for project #4185071 in FY 2006/07. The Sanford Airport Authority is requesting that the amount shown be programmed in FY 2009/10. (This project is not included in FDOT's FY 2008/09-2012/13 Five Year Work Program.)



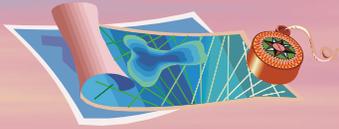
Vision 2020 Comprehensive Plan

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VI-23
METROPLAN ORLANDO
Transportation Improvement Program
Aviation Projects
Orlando Sanford International Airport

FDOT FMN	Airport	Project Description	Project Status and Cost (\$000's)					Funding Sources	Consistent with Airport Master Plans?
			2008/09	2009/10	2010/11	2011/12	2012/13		
New ^①	OSIA	Design & Construct Security Gate Apr Connector at Gate 24	300 8 8					FAA DS LF	Yes
New	OSIA	Design & Construct Chemical Storage Equipment Maintenance Building	500 500					DS LF	Yes
New	OSIA	Construct Taxiway Alpha (Phase 2)	2,500 63 63					FAA DS LF	Yes
New	OSIA	Design & Construct Airfield Perimeter Security/Runway Incursion Prevention	2,500 66 66					FAA DS LF	Yes
New	OSIA	Construct 2 Pole Barns for Storage of Maintenance Equipment	35 35					DS LF	Yes
New	OSIA	Construct 2 20,000 Gallon Fuel Storage Tanks	95 95					DS LF	Yes
New	OSIA	Install Runway End Identifier Lights Runway 27C	95 3 3					FAA DS LF	Yes
New	OSIA	Engineering & Design for the Extension Runway 9L/27R & Taxiway Bravo	1,140 30 30					FAA DS LF	Yes

^① Projects shown as "New" are currently unfunded, but will be candidate projects for funding when the funds sought by the Sanford Airport Authority become available.

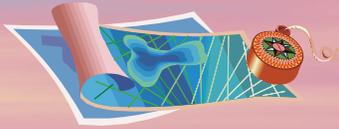


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VI-24
METROPLAN ORLANDO
Transportation Improvement Program
Aviation Projects
Orlando Sanford International Airport

FDOT FMN	Airport	Project Description	Project Status and Cost (\$000's)					Funding Sources	Consistent with Airport Master Plans?
			2008/09	2009/10	2010/11	2011/12	2012/13		
New	OSIA	SA Passenger Screening Informatic Display System	95 3 3					FAA DS LF	Yes
New	OSIA	Acquire Land for Noise Compatibility	4,866 128 128					FAA DS LF	Yes
New	OSIA	Acquire Land for Noise Compatibility	5,918 156 156					FAA DS LF	Yes
New	OSIA	Construct Apron & Ramp in Northside Aviation Complex (Phase 2)		1,500 40 40				FAA DS LF	Yes
New	OSIA	Construct New Airfield Electrical Vault		1,425 38 38				FAA DS LF	Yes
New	OSIA	Extend Computerized Access Control System to Fenced Perimeter		1,425 38 38				FAA DS LF	Yes
New	OSIA	Design & Construct Law Enforcement Firearms Training Facility		800 800				DS LF	Yes
New	OSIA	Acquire Land for Noise Compatibility		3,742 98 98				FAA DS LF	Yes



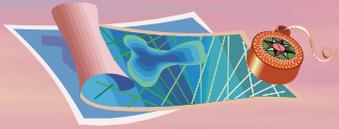
Vision 2020 Comprehensive Plan

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VI-25
METROPLAN ORLANDO
Transportation Improvement Program
Aviation Projects
Orlando Sanford International Airport

FDOT FMN	Airport	Project Description	Project Status and Cost (\$000's)					Funding Sources	Consistent with Airport Master Plans?
			2008/09	2009/10	2010/11	2011/12	2012/13		
New	OSIA	Acquire 1,500-Gallon ARFF Truck		736 19 19				FAA DS LF	Yes
New	OSIA	Acquire 3,000-Gallon Truck		893 24 24				FAA DS LF	Yes
New	OSIA	Update 2001 Airport Master Plan Study		650 17 17				FAA DS LF	Yes
New	OSIA	Construct Access Road for Northside Aviation Complex (Phase 1)			475 13 13			FAA DS LF	Yes
New	OSIA	Acquire Land for Noise Compatibility			3,724 98 98			FAA DS LF	Yes
New	OSIA	Environmental Assessment & Benefit/Cost Analysis for New Runway 8/26				500 14 14		FAA DS LF	Yes
New	OSIA	Acquire Land for Noise Compatibility				5,838 154 154		FAA DS LF	Yes
New	OSIA	Acquire Land for Runway 8/26					##### 400 400	FAA DS LF	Yes
New	OSIA	Acquire Land within 65 DNL Contours for Approved 2004 NEM					7,469 197 197	FAA DS LF	Yes

METROPLAN ORLANDO
August 2008



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Facility Program - Transportation: Roads

Summary of Policies, Programs and Capital Improvements with Cost Impacts Transportation - Roads

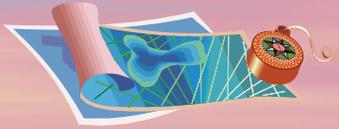
Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
<p>Costs include funding for:</p> <ul style="list-style-type: none"> - State Road Network Improvements - County Road Network Improvements and joint projects with the Cities - Traffic Management Improvements - Sidewalk Programs - Pedestrian Overpasses <p>Note: The following projects, contained in the list of CIE projects for Transportation, are proposed to utilize Transportation Regional Incentive Program (TRIP) funding:</p> <ul style="list-style-type: none"> - 00205202 SR 426 / CR 419 Oviedo Corridor Shared (TRIPS) - 00205302 SR 434 - Montgomery Rd to I-4 (TRIPS) - 00205303 SR 434 - I-4 to Rangeline Rd (TRIPS) - 00205304 SR 434 - Rangeline Rd to CR 427 (TRIPS) 	
	\$402,392,094

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Potential Ad	od
The September, 2001 referend... projects to provide a wide var... State Road system. Evolving ne... in the vicinity of key economi... Sanford Airport is the widening of SR 46 from Sanford Avenue west to SR 415, and the widening of SR 415 which are not fully funded through construction.	...ning of specific... ed needs on the... ork improvements... g to the Orlando-

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Road Capital Improvement Element Update are: general revenues, special district ad valorem assessments, locally levied infrastructure sales tax, gas taxes, impact fees, proceeds from bond issues backed by general revenues or specified revenues, contributions from local benefiting agencies and various grant opportunities. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.

TRIPS Projects - The projects are adopted into the CIE to ensure consistency between the County's Comprehensive Plan and the plans of FDOT.



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

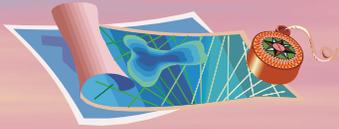
Capacity Evaluation Summary: County Roads

Capacity Evaluation Summary: County Roads

County Roads	From-To	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
Airport Boulevard	SR 46 to Mc Cracken Road	1	E			
Airport Boulevard	Mc Cracken Road to CR 46A	1	E			
Airport Boulevard	CR 46A to Old Lake Mary Road	1	E		Yes	
Airport Boulevard	Old Lake Mary Road to US 17-92	1	E		Yes	
Bunnell Road	Eden Park Road to West Town Parkway	1	E			
Chapman Road	SR 426 to Oak Circle	1	E		Yes	
Chapman Road	Oak Circle to SR 434	1	E		Yes	
CR 15 (Monroe Rd)	SR 46 to US 17-92	1	E			
CR 431 (Orange Blvd.)	CR46A to SR 46	1	E			
CR 419	SR 434 to Lockwood Boulevard	1			Yes	
CR 419	Lockwood Boulevard to Orange Avenue				Yes	
CR 419	Orange Avenue to Country Club Road					
CR 46A	Country Club Road to Airport Boulevard				Yes	
CR 46A	Airport Boulevard to Dean Road				Yes	
Dean Road	SR 426 to Douglas Avenue					
Douglas Avenue	Citrus Avenue to Bunnell Road				Yes	
Eden Park Road	Bunnell Road to Seminola Boulevard					
Lake Drive	Seminola Boulevard to Tuskawilla Road	1	E		Yes	
Lake Emma Road	Sand Pond Road to Greenway Boulevard	1			Yes	
Lake Emma Road	Greenway Boulevard to Longwood Hills Road	1	E		Yes	
Lake Mary Boulevard	Rinehart Road to Country Club Road	4, 5	E	Yes	Yes	
E. Lake Mary Blvd	Ohio Ave. to SR 415	3	E			
Markham Woods Rd.	EE Williamson Road to Lake Mary Blvd.	1	E+20%			
Palm Springs Rd.	North St. to Central Parkway	2	E+20%	Yes	Yes	
Sand Lake Road	SR 434 to W. Lake Brantley Road (E)	1	E			
Sand Lake Road	W. Lake Brantley (E) to Hunt Club Boulevard	1	E			
Wekiva Springs	Fox Valley Road to Hunt Club Boulevard	4	D	Yes	Yes	
Wymore Road	SR 436 to Westmonte Drive	1, 2	E			
Wymore Road	Westmonte Drive to Spring Lake Hills Drive	1, 2	E		Yes	Yes
Wymore Road	Spring Lake Hills Drive to Lake Destiny Road	1, 2	E			
Wymore Road	Lake Destiny Road to Orange County Line	1, 2	E			

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(1) Additional lanes or other improvements programmed in 2007 CIE.
 (2) Policy Constrained - Excluding operational improvements such as turn lanes, intersection improvements, shoulders, bike/ped, etc.
 (3) New Roadway Construction.
 (4) Monitor Traffic Conditions.
 (5) There is a feasibility study to look at the possibility of widening to 6 lanes included in the CIE.
 Note: This summary presents only those existing, classified County roadways that have:
 1) a current deficiency, 2) a five-year deficiency, or 3) improvement activity in the CIE.



Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Capacity Evaluation Summary: County Roads

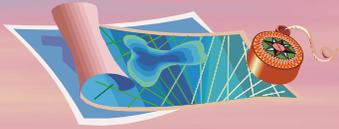
County Roads	From-To	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
Airport Boulevard	SR 46 to Mc Cracken Road	1	E			
Airport Boulevard	Mc Cracken Road to CR 46A	1	E			
Airport Boulevard	CR 46A to Old Lake Mary Road	1	E		Yes	
Airport Boulevard	Old Lake Mary Road to US 17-92	1	E		Yes	
Bunnell Road	Eden Park Road to West Town Parkway	1	E			
Chapman Road	SR 426 to Oak Circle	1	E		Yes	
Chapman Road	Oak Circle to SR 434	1	E		Yes	
CR 15 (Monroe Rd)	SR 46 to US 17-92	1	E			
CR 431 (Orange Blvd.)	CR46A to SR 46	1	E			
CR 419	SR 434 to Lockwood Boulevard				Yes	
CR 419	Lockwood Boulevard to Orange County Line				Yes	
CR 419	Orange County Line to Country Club Road				Yes	
CR 46A	Country Club Road to Airport Boulevard				Yes	
CR 46A	Airport Boulevard to SR 426				Yes	
Dean Road	SR 426 to County Line					
Douglas Avenue	Citrus Street to SR 426				Yes	Yes
Eden Park Road	Bunnell Road to Orange County Line	1	E			
Lake Drive	Seminola Boulevard to Tuskawilla Road	1	E		Yes	
Lake Emma Road	Sand Pond Road to Greenway Boulevard	1	E		Yes	
Lake Emma Road	Greenway Boulevard to Longwood Hills Road	1	E		Yes	
Lake Mary Boulevard	Rinehart Road to Country Club Road	4, 5	E	Yes	Yes	
E. Lake Mary Blvd	Ohio Ave. to SR 415	3	E			
Markham Woods Rd.	EE Williamson Road to Lake Mary Blvd.	1	E+20%			
Palm Springs Rd.	North St. to Central Parkway	2	E+20%	Yes	Yes	Yes
Sand Lake Road	SR 434 to W. Lake Brantley Road (E)	1	E			
Sand Lake Road	W. Lake Brantley (E) to Hunt Club Boulevard	1	E			
Wekiva Springs	Fox Valley Road to Hunt Club Boulevard	4	D	Yes	Yes	
Wymore Road	SR 434 to Westmonte Drive	1	E			
Wymore Road	Westmonte Drive to Spring Lake Hills Drive	1	E		Yes	Yes
Wymore Road	Spring Lake Hills Drive to Lake Destiny Road	1	E			
Wymore Road	Lake Destiny Road to Orange County Line	1	E			

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- (1) Additional lanes or other improvements programmed in 2007 CIE.
- (2) Policy Constrained
- (3) New Roadway Construction.
- (4) Monitor Traffic Conditions.
- (5) There is a feasibility study to look at the possibility of widening to 6 lanes included in the CIE.

Note: This summary presents only those existing, classified County roadways that have:

- 1) a current deficiency, 2) a five-year deficiency, or 3) improvement activity in the CIE.



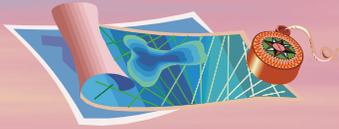
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Capacity Evaluation Summary: State Roads

State Roads	From-to	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
Interstate 4	Orange County Line to SR 436	3	D	Yes	Yes	Yes
Interstate 4	SR 436 to SR 434	3	D	Yes	Yes	
Interstate 4	SR 434 to Lake Mary Boulevard	3	D	Yes	Yes	
Interstate 4	Lake Mary Boulevard to SR 46	3	D	Yes	Yes	
Interstate 4	SR 46 to Volusia County Line	3	D	Yes	Yes	
SR 417	Red Bug Lake Road to SR 436	3	D		Yes	
SR 415	SR 46 to Volusia County Line	1	E		Yes	
SR 419	SR 434 to US 17-92	3	E	Yes	Yes	
SR 426	Mitchell Hammock Road to Winter Springs Blvd	1	E	Yes	Yes	
SR 426	Winter Springs Boulevard to Pine Avenue	1	E	Yes	Yes	
SR 426	Pine Avenue to SR 434	1	E	Yes	Yes	
SR 434	Mitchell Hammock Road to SR 434					
SR 434	SR 426-CR419 to Douglas Avenue					
SR 434	DeLeon Street to SR 434					
SR 434	CR 427 to Rangeline Road					
SR 434	Rangeline Road to SR 434					
SR 434	Palm Springs Drive to SR 434					
SR 434	Raymond Avenue to SR 434					Yes
SR 434	I-4 to Douglas Avenue					Yes
SR 434	Douglas Avenue to Wekiva Springs Road	1&4	D	Yes	Yes	
SR 434	Wekiva Springs Road to Sand Lake Road	3	D	Yes	Yes	
SR 434	Sand Lake Road to SR 436	3	D	Yes	Yes	
SR 434	SR 436 to County Line	1	D	Yes	Yes	
SR 436	Orange County Line to Howell Branch Road	3	D	Yes	Yes	
SR 436	Howell Branch Road to Red Bug Lake Road	3	D	Yes	Yes	
SR 436	Red Bug Lake Road to US 17-92	3	D	Yes	Yes	
SR 436	US 17-92 to CR 427 (Longwood Avenue)	3	D	Yes	Yes	
SR 436	CR 427 (Longwood) to CR 427 (Maitland)	3	D	Yes	Yes	
SR 436	CR 427 (Maitland) to Palm Springs Drive	3	E		Yes	
SR 436	Palm Springs Drive to Northlake Boulevard	3	E		Yes	
SR 436	Northlake Boulevard to I-4 East Ramp	3	E		Yes	
SR 436	I-4 East Ramp to Wymore-Douglas	3	E		Yes	
SR 436	Wymore-Douglas to Lynchfield Avenue	3	E	Yes	Yes	
SR 436	Lynchfield Avenue to SR 434	3	D	Yes	Yes	
SR 436	SR 434 to Bear Lake Road	3	D	Yes	Yes	
SR 436	Bear Lake Road to Hunt Club Boulevard	3	D	Yes	Yes	
SR 436	Hunt Club Boulevard to Orange County Line	3	D	Yes	Yes	
SR 46	Mellonville Avenue to Beardall Avenue	1	E	Yes	Yes	
SR 46	Beardall Avenue to SR 415	1	D		Yes	
SR 46	SR 415 to Osceola Rd.	3	C		Yes	
SR 46	Lake County to CR 431	3	D	Yes	Yes	
US 17-92	Orange County Line to Lake of the Woods	1	D	Yes	Yes	Yes
US 17-92	Lake of the Wood to SR 436	3	D	Yes	Yes	
US 17-92	SR 436 to Triplet Lake Drive	3	D	Yes	Yes	

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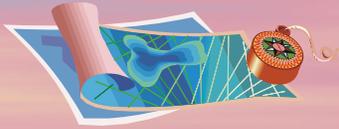
Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

State Roads	From-to	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
US 17-92	Triple Lake Drive to Seminola-Dogtrack	3	D		Yes	
US 17-92	Seminola Dogtrack to SR 434	3	D		Yes	
US 17-92	SR 434 to CR 427-SR 419	1	D	Yes	Yes	
US 17-92	CR 427-SR 419 to CR 427	1	D	Yes	Yes	Yes
US 17-92	CR 427 to County Home Road	1	D		Yes	
US 17-92	County Home Road to Lake Mary Boulevard	1	D		Yes	
US 17-92	CR 46A to SR 46	3	D		Yes	
US 17-92	Seminole Blvd. to Oak Drive	3	D	Yes	Yes	
US 17-92	Oak Drive to CR 15	3	D	Yes	Yes	

- (1) Additional lanes or other improvements programmed as listed in the FDOT workprogram.
- (2) Policy Constrained/all or
- (3) Monitor traffic operating
- (4) Advance funded by Semi

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Note: This summary presents only the most significant improvement activity in the FDOT work program for State roads made for the 2006-2010 period. Strategies to address levels of service and expanded land development activities and policies. Even with the use of travel time and delay studies, peak hour evaluations and other more rigorous techniques, available capacity is rapidly becoming depleted on significant portions of I-4, US 17-92, SR 434, and SR 436. Also, shorter segments of SR 46 and SR 426 are becoming capacity deficient. Many of these deficient State Roadway segments are policy constrained to 6 lanes in the County's comprehensive plan. For the remainder, the FDOT has not programmed construction of additional lanes in the first three years of the adopted 5-year Work Program. The lack of available capacity on State roads and the failure to program needed capacity improvements is creating a critical problem for the County. The extent of these projected roadway capacity deficiencies requires the County to begin specific development and implementation of the multimodal strategies first presented in the 1991 Comprehensive Plan. These strategies have been further refined in this update to the Comprehensive Plan and additional policies and implementing devices have been identified. In part, implementation of these strategies will be through a series of special areas studies and designation of special transportation areas as appropriate. In addition, the County has worked extensively with FDOT to advance funded projects through the County's second generation one cent sales tax. This has resulted in the County advance funding the six laning of SR 434 from Montgomery Rd./Wekiva Springs Rd to Kangeline Rd.



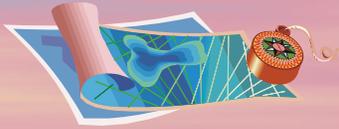
Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Capacity Evaluation Summary: State Roads

State Roads	From-to	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
Interstate 4	Orange County Line to SR 436	3	D	Yes	Yes	Yes
Interstate 4	SR 436 to SR 434	3	D	Yes	Yes	
Interstate 4	SR 434 to Lake Mary Boulevard	3	D	Yes	Yes	
Interstate 4	Lake Mary Boulevard to SR 46	3	D	Yes	Yes	
Interstate 4	SR 46 to Volusia County Line	3	D	Yes	Yes	
SR 417	Orange County Line to Aloma Avenue	3	D			
SR 417	Aloma Avenue to Red Bug Lake Road	3	D			
SR 417	Red Bug Lake Road to SR 434	3	D		Yes	
SR 415	SR 46 to Volusia Co				Yes	
SR 419	SR 434 to US 17-92				Yes	
SR 426	Mitchell Hammock				Yes	
SR 426	Winter Springs Bou				Yes	
SR 426	Pine Avenue to SR				Yes	
SR 434	Mitchell Hammock				Yes	
SR 434	SR 426-CR419 to D				Yes	
SR 434	DeLeon Street to SR 417	3	D	Yes	Yes	
SR 434	CR 427 to Rangeline Road	1	D	Yes	Yes	
SR 434	Rangeline Road to Palm Springs Drive	1&4	D	Yes	Yes	
SR 434	Palm Springs Drive to Raymond Avenue	1&4	D	Yes	Yes	
SR 434	Raymond Avenue to I-4	1&4	D	Yes	Yes	Yes
SR 434	I-4 to Douglas Avenue	1&4	D	Yes	Yes	Yes
SR 434	Douglas Avenue to Wekiva Springs Road	1&4	D	Yes	Yes	
SR 434	Wekiva Springs Road to Sand Lake Road	3	D	Yes	Yes	
SR 434	Sand Lake Road to SR 436	3	D	Yes	Yes	
SR 434	SR 436 to County Line	1	D	Yes	Yes	
SR 436	Orange County Line to Howell Branch Road	3	D	Yes	Yes	
SR 436	Howell Branch Road to Red Bug Lake Road	3	D	Yes	Yes	
SR 436	Red Bug Lake Road to US 17-92	3	D	Yes	Yes	
SR 436	US 17-92 to CR 427 (Longwood Avenue)	3	D	Yes	Yes	
SR 436	CR 427 (Longwood) to CR 427 (Maitland)	3	D	Yes	Yes	
SR 436	CR 427 (Maitland) to Palm Springs Drive	3	E		Yes	
SR 436	Palm Springs Drive to Northlake Boulevard	3	E		Yes	
SR 436	Northlake Boulevard to I-4 East Ramp	3	E		Yes	
SR 436	I-4 East Ramp to Wymore-Douglas	3	E		Yes	
SR 436	Wymore-Douglas to Lynchfield Avenue	3	E	Yes	Yes	
SR 436	Lynchfield Avenue to SR 434	3	D	Yes	Yes	
SR 436	SR 434 to Bear Lake Road	3	D	Yes	Yes	

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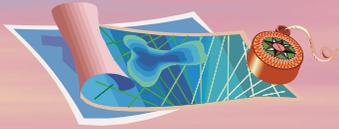
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State Roads	From-to	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
SR 436	Bear Lake Road to Hunt Club Boulevard	3	D	Yes	Yes	
SR 436	Hunt Club Boulevard to Orange County Line	3	D	Yes	Yes	
SR 46	Mellonville Avenue to Beardall Avenue	1	E	Yes	Yes	
SR 46	Beardall Avenue to SR 415	1	D		Yes	
SR 46	SR 415 to Osceola Rd.	3	C		Yes	
SR 46	Lake County to CR 431	3	D	Yes	Yes	
US 17-92	Orange County Line to Lake of the Woods	1	D	Yes	Yes	Yes
US 17-92	Lake of the Wood to SR 436	3	D	Yes	Yes	
US 17-92	SR 436 to Triplet Lake Drive	3	D	Yes	Yes	
US 17-92	Triplet Lake Drive to Seminola-Dogtrack	3	D		Yes	
US 17-92	Seminola-Dogtrack to SR 434	3	D		Yes	
US 17-92	SR 434 to CR 427-SR 419					
US 17-92	CR 427-SR 419 to CR 427					Yes
US 17-92	CR 427 to County Home Road					
US 17-92	County Home Road to Lake Mary Boulevard					
US 17-92	Lake Mary Boulevard to CR 46A					
US 17-92	CR 46A to SR 46					
US 17-92	Seminole Blvd. to Oak Drive	3	D	Yes	Yes	
US 17-92	Oak Drive to CR 15	3	D	Yes	Yes	
US 441/OBT	Orange County to Orange County	3	D			

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- (1) Additional lanes or other improvements programmed as listed in the FDOT workprogram.
- (2) Policy Constrained/all or part in County's adopted Transportation Element.
- (3) Monitor traffic operating conditions.
- (4) Advance funded by Seminole County one cent sales tax monies. Construction funded in 2008/09 & 2009/10.

Note: This summary presents only those existing, classified roadways in the County which have: either a current or five-year deficiency; or improvement activity in the FDOT 5 Year Work program or the County's CIE. The evaluations of projected traffic operating conditions on State roads made for the 2000 Update have reinforced the need for continued monitoring and development of multimodal transportation strategies to address levels of service on State roads. The increasingly limited availability of capacity on State roads to accommodate new or expanded land development activities is threatening the County's ability to achieve important Federal, State and County goals, objectives and policies. Even with the use of travel time and delay studies, peak hour evaluations and other more rigorous techniques, available capacity is rapidly becoming depleted on significant portions of I-4, US 17-92, SR 434, and SR 436. Also, shorter segments of SR 46 and SR 426 are becoming capacity deficient. Many of these deficient State Roadway segments are policy constrained to 6 lanes in the County's comprehensive plan. For the remainder, the FDOT has not programmed construction of additional lanes in the first three years of the adopted 5-year Work Program. The lack of available capacity on State roads and the failure to program needed capacity improvements is creating a critical problem for the County. The extent of these projected roadway capacity deficiencies requires the County to begin specific development and implementation of the multimodal strategies first presented in the 1991 Comprehensive Plan. These strategies have been further refined in this update to the Comprehensive Plan and additional policies and implementing devices have been identified. In part, implementation of these strategies will be through a series of special areas studies and designation of special transportation areas as appropriate. In addition, the County has worked extensively with FDOT to advance fund projects through the County's second generation one cent sales tax. This has resulted in the County advance funding the six laning of SR 434 from Montgomery Rd./Wekiva Springs Rd to Rangeline Rd.

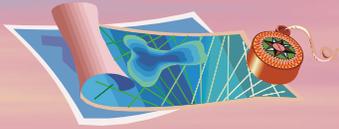


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00005801	CR 15 (Monroe Rd) - SR 46 to US 17-92	14,862,953	-	-	-	-
00006102	Airport Blvd II & III - US 17-92 to SR 46 (Construction)	633,227	-	-	-	-
00006202	Bunnett Rd/Eden Park Ave (Construction)	17,132,000	-	-	-	-
00006301	Chapman Rd - SR 426 to SR 434	6,165,560	-	-	16,000,000	-
00010701	E Lake Mary Blvd IIB - Ohio Ave to SR 415	2,013,227	-	-	-	-
00011401	CR 46A III - CR 15 to Old Lake Mary Rd	613,873	-	-	-	-
00012401	Lake Dr - Seminola Blvd to Tuskawilla Rd	497,673	-	-	-	-
00012403	Lake Dr - Seminola Blvd to Tuskawilla Rd (SNOCWTR)	14,448	-	-	-	-
00013701	Sand Lake Rd - Hunt Club Blvd to SR 434	-	-	2,000,000	-	-
00014601	Wymore Rd - Orange County Line to SR 436	53,191	-	2,000,000	-	-
00024202	Howell Branch Rd - Lake Howell Rd to SR 436 - Landscapi	200,000	-	-	-	-
00054101	Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd	3,775,327	12,565,004	-	-	-
00137101	Asphalt Surface Maintenance Program	4,050,000	4,300,000	5,051,520	5,301,570	5,801,508
00187718	Riverwalk Trail - County Road 15 to E. Lake Mary	2,000,000	-	-	-	-
00191617	Minor Roads Program	-	-	-	2,500,000	2,500,000
00191620	Minor Road Program	-	-	-	250,000	250,000
00191622	Beardall Ave	-	-	-	-	-
00191636	CR 431 (Orange Blvd)	-	-	-	-	-
00191640	Country Club Rd - Ran	-	-	-	-	-
00191642	SR 436 at Maitland Av	-	-	-	-	-
00191646	SR 426 - Tuskawilla Rd to SR 417	2,310,220	-	-	-	-
00191648	SR 436 at Howell Branch Rd - Intersection Improvement	133,710	-	-	-	-
00191649	SR 436 at Hunt Club Blvd - Intersection Improvement	583,637	-	-	-	-
00191650	CR 46A and US 17-92 - Intersection Improvement	580,113	-	-	-	-
00191651	Upsala Road - 90 Degree Curve	605,637	-	-	-	-
00191652	CR 426 Safety Improvements	1,700,000	-	-	6,000,000	-
00191654	Jacobs Trail	400,000	-	-	-	-
00191655	Howell Creek Dam at Lake Howell Road	-	350,000	-	700,000	-
00191656	Longwood - Lake Mary Road	125,000	175,000	750,000	-	-
00191657	Snowhill Road Drainage Improvement	-	175,000	150,000	500,000	-
00191658	CR-15/Upsala Road Drainage Improvements	-	300,000	-	2,000,000	-
00191659	County Road 46A at Colonial Parkway Intersection Improv	75,000	550,000	-	-	-
00191660	CR 46A at International Parkway Intersection Improvement	75,000	800,000	-	-	-
00191661	CR 46A & I-4 Eastbound Ramp Intersection Improvement	75,000	550,000	-	-	-
00191662	County Road 427 at State Road 436 Intersection Improver	-	75,000	550,000	-	-
00191663	Future Projects Preliminary Engineering Evaluations	-	75,000	-	100,000	-
00191664	Howell Branch Road and SR 426 Intersection Improvemen	-	75,000	550,000	-	-
00191665	Lake Mary Blvd at College Drive Intersection Improvement	-	75,000	550,000	-	-
00191666	Lake Mary Boulevard at US 17-92 Intersection Improveme	75,000	550,000	-	-	-
00191667	Lake Mary Boulevard Feasibility Study	100,000	-	-	-	-
00191668	McCulloch Road	-	100,000	-	-	-

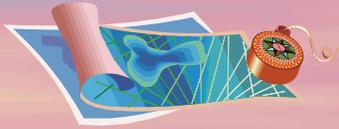
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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00192001	Markham Woods Road	104,750	-	-	-	-
00192006	Collector Roads Program - GECs	220,000	220,000	250,000	250,000	250,000
00192007	Wekiva Springs Rd Intersection Improvements	684,355	-	-	-	-
00192008	Wekiva Springs Road - Fox Valley Drive to County Line	2,183,439	-	-	-	-
00192014	Bear Lake Rd - Orange County Line to SR 436	2,328,654	-	-	-	-
00192015	Markham Woods Rd (E Williamson to Lake Mary)	135,336	3,150,000	-	-	-
00192401	Lake Mary Elementary School Pedestrian Overpass	100,000	-	-	-	-
00192509	Dike Road (Sidewalk)	184,981	850,000	-	-	-
00192514	County Sidewalk Program - Future Years	-	-	2,500,000	2,500,000	2,500,000
00192531	Greenway Blvd (Sidewalk)	350,000	-	-	-	-
00192549	Pearl Lake Causeway (Sidewalk)	13,727	-	-	-	-
00192550	County Road 419 Sidewalk	250,000	-	-	-	-
00192552	CR 415 (Sidewalk)	378,000	-	-	-	-
00192554	Longwood Hills (Sidewalk)	315,000	-	-	-	-
00192556	Raymond Ave (Sidewalk)	149,000	-	-	-	-
00192557	Gabriella Lane (Sidewalk)	-	-	-	-	-
00192558	Eastbrook Blvd (Sidewalk)	-	-	-	-	-
00192560	Greenwood (Sidewalk)	-	-	-	-	-
00192564	North Line Dr Sidewalk	-	-	-	-	-
00192572	Park Drive Sidewalk	-	-	-	-	-
00192573	CR 427 Sidewalk (Longwood Hills)	-	-	-	-	-
00192574	Summerline Avenue Sidewalk	-	-	-	-	-
00192581	CR 419 @ Econlockhatchee Bridge Pedestrian Safety	43,092	-	-	-	-
00192582	West 27th Street Sidewalk	425,000	-	-	-	-
00192583	Airport Boulevard Sidewalk	195,000	600,000	-	-	-
00192584	County Road 46A Sidewalk	375,000	-	-	-	-
00192585	County Road 419 Sidewalk	50,000	-	-	-	-
00192586	Eagle Circle Missing Gaps Sidewalk	95,000	850,000	-	-	-
00192588	Geneva Area Sidewalk	145,000	700,000	-	-	-
00192590	Jackson Street Sidewalk	235,000	-	-	-	-
00192591	Markham Road Sidewalk	150,000	-	-	-	-
00192592	Midway Elementary School Area Sidewalk	95,000	500,000	-	-	-
00192593	Ronald Reagan Boulevard (CR 427) Sidewalk	550,000	-	-	-	-
00192594	Snow Hill Road Sidewalk	174,186	-	-	-	-
00192595	Stefank Road and Moyeses Road Sidewalk	275,000	-	-	-	-
00192596	Upsala Road Sidewalk	125,000	600,000	-	-	-
00192597	Sidewalk Truncated Domes Retrofit	217,000	-	-	-	-
00192598	Oviedo - CR 419 at Reed Ave - Sidewalk	93,990	-	-	-	-
00192599	East Hillcrest Street / Alpine Street Sidewalk	50,000	-	437,262	-	-
00196901	Red Bug Pedestrian Overpass at Elementary School	3,966,117	-	-	-	-
00197001	US 17-92 Sanford Lakefront Project	2,900,000	-	-	-	-
00198101	Dean Road - SR 426 to Orange County Line	-	980,000	-	4,000,000	7,500,000

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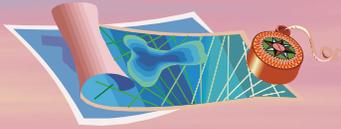


Vision 2020 Comprehensive Plan Seminole County, Florida

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Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00198102	CR 419 Widening Lanes	1,400,000	-	5,000,000	15,000,000	-
00202317	Plumosa Avenue Rail Road Crossing	155,082	-	-	-	-
00202318	Future Safety 2001 Sales Tax Projects	-	-	400,000	400,000	400,000
00202340	Howell Branch Road Detectable Warnings	-	44,000	-	-	-
00202342	Lake Mary Blvd Railroad Crossing Construction	-	230,000	-	-	-
00202343	Lake Mary Boulevard Rail Road Crossing Design (Dist 4)	40,000	-	-	-	-
00202344	Lockwood Boulevard Detectable Warnings	-	53,000	-	-	-
00202345	Maitland Avenue Detectable Warnings	-	35,000	-	-	-
00202346	McCulloch Road Detectable Warnings	-	23,000	-	-	-
00202347	Merritt Street Rail Road Crossing Design	-	20,000	-	-	-
00202348	Red Bug Lake Road Detectable Warnings	-	190,000	-	-	-
00202349	Southwest Road Railroad Crossing Design and Constructio	150,000	-	-	-	-
00202350	Sunland Subdivision Rehabilitation Program	-	50,000	-	-	-
00202351	Tuskawilla Road Detectable Warnings	40,000	-	-	-	-
00202352	Dodd Road Detectable Warnings	-	41,000	-	-	-
00205202	SR 426 / CR 419 Oviedo Cost Shared (TRIPS)	5,811,518	-	-	-	-
00205204	Altamonte Pedestrian O	-	-	-	-	-
00205301	Future Years State Road	-	-	-	250,000	250,000
00205302	SR 434 - Montgomery R	-	-	-	-	-
00205303	SR 434 - I-4 to Range Li	-	-	-	-	-
00205304	SR 434 - Rangeline Rd t	-	-	-	13,000,000	-
00205401	Lake Mary Pedestrian O	-	-	-	-	-
00205501	Future Traffic Signals and	-	-	-	800,000	800,000
00205526	Bear Lake at Bunnell Mast Arms	-	180,000	-	-	-
00205527	County Road 46A at Ridgewood Mast Arms	180,000	-	-	-	-
00205528	Hunt Club at East Wekiva Trail Mast Arms	-	160,000	-	-	-
00205530	Palm Springs at North Mast Arms	-	180,000	-	-	-
00205531	Seminola at Button Mast Arms	-	80,000	-	-	-
00205532	Seminola at Winterpark Mast Arms	-	-	20,000	-	-
00205533	US 17/92 at Seminola / Dog Track Mast Arms	210,000	-	-	-	-
00205534	US 17/92 at Button Mast Arms	190,000	-	-	-	-
00205535	Oxford at Lake of the Woods Mast Arms	-	180,000	-	-	-
00205536	Wymore Road and Branole Mast Arm	110,000	-	-	-	-
00205537	S Sanford Ave at Lake Mary Blvd Mast Arms	340,000	-	-	-	-
00205538	US 17-92 at Laura Street - Mast Arm	80,000	-	-	-	-
00205601	Communication Network Future Projects	-	-	240,000	240,000	240,000
00205614	CR 427 Fiber Optic Construction	-	90,000	-	-	-
00205617	SR 46 New Fiber Optic Construction	-	50,000	-	-	-
00205618	State Road 434 at Manor Fiber Optic Upgrade	70,000	-	-	-	-
00205619	State Road 434 Fiber Optic Upgrade	70,000	-	-	-	-
00205701	Future ATM Projects	-	-	600,000	600,000	600,000
00205727	Ethernet Controller Conversion	150,000	-	-	-	-

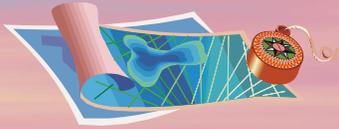
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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00205728	Ethernet Controller Conversion	-	100,000	-	-	-
00205731	Isolated Intersection Communications	150,000	-	-	-	-
00205732	Video Wall Controller Upgrade	150,000	-	-	-	-
00205733	Transponder Reader Stations	-	150,000	-	-	-
00205734	Video Wall Display Upgrade	-	200,000	-	-	-
00206201	Dyson Drive School Safety Sidewalk	385,001	-	-	-	-
00206204	Safety / Sidewalk Program	220,000	220,000	250,000	250,000	250,000
00226301	SR 436 at Red Bug Lake Rd Interchange	14,089,502	16,300,000	30,000,000	8,000,000	-
00226501	US 17-92 - Orange County Line to Lake of the Woods Blvc	1,038,481	-	-	-	-
00227012	Arterial / Collector Roads Pavement Rehabilitation	-	1,715,000	2,100,000	2,250,000	2,400,000
00227017	South West Road - Country Club to Roosevelt	95,700	-	-	-	-
00227024	Snow Hill Road - 2640 Ft from Ave to pavement change	148,616	-	-	-	-
00227026	Beardall Ave from SR 46 to Marquette Ave	214,200	-	-	-	-
00227032	County Road 15 (Country Club Road) Pavement Rehabilita	850,000	-	-	-	-
00227036	Orange Boulevard (S... ..)	-	-	-	-	-
00227037	Lake Howell Lane to	-	-	-	-	-
00227038	Wekiva Springs Rd (C...	-	-	-	-	-
00227039	Old Lake Mary Rd (F...	-	-	-	-	-
00229204	Aloma Ave at Red B...	-	-	-	-	-
00229205	Lake Mary Blvd at In	-	-	-	-	-
00247601	Supplimental Roads	-	-	-	-	-
00247602	Supplimental Roads - Group II	300,000	300,000	2,100,000	-	-
00247703	28th St From Park Ave To Oak Ave	37,000	-	-	-	-
00247705	Orange St - Howard Ave to House 2290	56,000	-	-	-	-
00247706	Magnolia Ave - 27th St to South To - Pavement	129,900	-	-	-	-
00255801	SR 46 Gateway Sidewalk - Hickman Dr to Airport Blvd / JPI	400,000	3,128,000	-	-	-
00261501	Red Bug Lake Road Median Refurbishment (East of Tuskaw	-	75,000	-	-	-
00261502	Tuskawilla Road Median Refurbishment (South of Red Bug	200,000	-	-	-	-
00261503	Howell Branch Road Median Refurbishment	300,000	-	-	-	-
00261504	County Road 427 Median Refurbishment (South of US 17-	200,000	-	-	-	-
00275601	Fernwood Blvd Pedestrian Crossing	210,060	-	-	-	-
80000005	State Road 26 / County Road 419 (Oviedo LAP)	1,410,000	-	-	-	-
Totals		138,525,740	83,954,494	74,278,782	81,891,770	23,741,508

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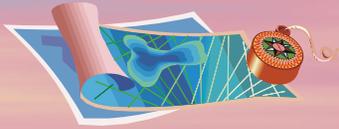


Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

METROPLAN ORLANDO/FDOT FIVE YEAR TRANSPORTATION IMPROVEMENT PLAN
Federal and State Funded Highway Projects - Seminole County
Five Year Transportation Improvement Program - FY 2007/2008 - 2011/2012

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 46 - 2401631	Bridge over St. Johns River		1.68	Replace Low Level Bridge	139					BNBR	PE
					150					BRP	PE
					10					DIH	PE
					792					BNBR	ROW
					7					DIH	ROW
					273					BRAC	DSB
					5,266					BRAC	DSB
					41,460					BRP	DSB
					8,842					EBBP	DSB
SR 434 - 2401662	Tuskawilla Rd.	Tuscora Dr.	0.18	Drainage Improvements	22					DIH	CST
SR 434/Alafaya Tr. - 2401671	McCulloch Rd.	W of Mitchell Hammock Rd.	3.23	Widen to 6 Lanes	1					DIH	ROW
										DS	ROW
										SA	ROW
										LF	RRU
										DS	CST
										MG	CST
SR 426/Aloma Ave. - 2401741	SR 417									DIH	ROW
					1,068					DS	ROW
SR 15/600/US 17/92 - 2401961	Shepard Rd.	Lake Mary Blvd.	3.7	Widen to 6 Lanes	10					DIH	PD&E
					8					DIH	PE
					20					SU	PE
								350		XU	PE
									1,738	XU	ROW
					2,048					DDR	ENV
SR 46 - 2402001	Lake/Seminole Co. Line	Orange Blvd.	4.94	Project Development and Environment Study	281					ACSA	PD&E
					46					DIH	PD&E
SR 46 - 2402161	SR 15/600/US 17/92	E of SR 415	3.80	Project Development and Environment Study	6					DIH	PD&E
SR 46 - 2402162	Mellonville Ave.	SR 415	2.64	Widen to 4 Lanes	8					DIH	PE
					325					DDR	ENV

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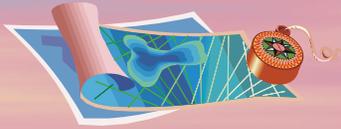


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Project Description					Project Status and Cost (\$000's)							
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases	
SR 434 - 2402312	SR 414/Maitland Blvd.	Calabria Rd.	1.73	Widen to 6 Lanes	1					DS	RRU	
					125					LF	RRU	
					85					DIH	CST	
					600					DS	CST	
					3					LF	CST	
					600					DS	INC	
SR 434 - 2402332	Montgomery/Wekiva Springs Rd.	I-4	0.89	Widen to 6 Lanes	15					DIH	PE	
					115	119				DIH	ROW	
					616					LF	ROW	
					2,224	4,991				LFP	ROW	
					3,840	1,428				TRIP	ROW	
					8,250					LFP	CST	
SR 434 - 2402333	I-4	Rangeline Rd.	1.79	Widen to 6 Lanes	8					DIH	PE	
					119	22				DIH	ROW	
										LFP	ROW	
										TRIP	ROW	
Congestion Mitigation - 2402691	Regionwide									DDR	PE	
							2,000		XU	CST		
I-4 - 2425831	Orange/Seminole Co. Line									IM	DSB	
I-4 - 2425922	Orange/Seminole Co. Line	0.25 mi. N of Central Pkwy.	2.50	Add 2 Special Use Lanes/Rehabilitate Pavement	276					NHAC	PE	
					155					NHAC	ENV	
I-4 - 2425923	0.25 mi. N of Central Pkwy.	1.0 mi. N of SR 434	2.00	Add 2 Special Use Lanes/Rehabilitate Pavement	125					NHAC	PE	
I-4 - 2427022	at SR 15/600/US 17/92		0.69	Reconstruct Eastbound Exit Ramp	4						NH	PE
					1,323					BNIR	ROW	
					16					DIH	ROW	
					10					NHAC	RRU	
					561					NHAC	CST	
					650					EBNM	INC	
SR 15/600/US 17/92 - 4044181	at SR 436		0.50	Grade Separated Interchange	1						DIH	PE
					29					SA	PE	
					5,125					ACSU	ROW	
					98				33	DIH	ROW	
					1,094					SU	ROW	
					600						10,460	XU
					13				DDR	ENV		

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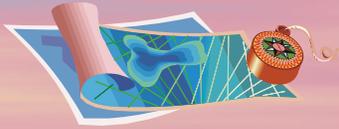


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 426 - 4045251	Mitchell Hammock Rd.	Pine Ave.	1.06	Widen to 4 Lanes	22					DIH	PE
					500					BIDS	ROW
					44					DIH	ROW
					123					DS	ROW
					151					DDR	RRU
					2,275					LF	RRU
					345					SU	RRU
					2,353					DDR	CST
					49					LF	CST
					253					SU	CST
						47				XU	CST
					550					DDR	INC
SR 415 - 4073551	SR 46	Seminole/Vonasia Co. Line	0.90	Widen to 4 Lanes	1					DIH	PE
					39	40	56			DIH	ROW
					1,170	3,250	4,165			DS	ROW
I-4 - 4075731	at SR 46			Minor						DIH	PE
									44	DIH	ROW
									19,618	DIS	ROW
I-4 Master Plan - 4084171	Seminole Co.									DIH	PE
										BNIR	ROW
										DIH	ROW
										DS	ROW
					54,361			32,548		GMR	ROW
					46,859					NHAC	ROW
SR 15/600/US 17/92 - 4117421	Airport Blvd.	Seminole Blvd.	3.13	Resurfacing		140				DS	RRU
						5,216				DDR	CST
						32				DIH	CST
Seminole Co. Traffic - 4130197				Traffic Signals	232	240	247	254		DDR	OPS
Engineering -											
Cross Seminole Trail - 4137471	Red Bug Lake Rd.	Franklin St.		Construct Shared Use Path	2,000					ACSE	CST
Cross Seminole Trail - 4137481	Gardenia Ave.	Wade St.		Construct Shared Use Path	345					SE	Payback
SR 15/600/US 17/92 - 4147791	Orange/Seminole Co. Line	Lake-of-the-Woods Blvd.	1.04	Reconstruct from Rural to Urban	14					DIH	PE
					3,000					LFR	CST
					1,200	8,000	3,000			DDR	Payback
SR 426/CR 419 - 4150301	Pine Ave.	Lockwood Blvd.	3.00	Widen to 4 Lanes	1,422					HPP	PE

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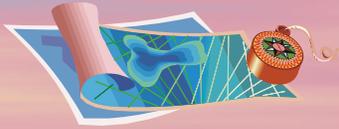


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 434 - 4150302	S of Smith St.	N of Oviedo Shopping Center	0.15	Preliminary Engineering		200				DIH	ROW
						7,094				LFP	ROW
						6,500				TRIP	ROW
								2,316		LFP	CST
SR 419 - 4154701	SR 434	SR 15/600/US 17/92	2.54	Skid Hazard Overlay	67					HSP	CST
SR 434 - 4155141	SR 436	W of Markham Woods Rd.	2.79	Resurfacing	13					DIH	CST
SR 46 - 4155201	W of Center Rd.	W of Mills Creek Rd.	5.15	Resurfacing	16					DIH	CST
SR 15/600/US 17/92 - 4155271	N of Lake Mary Blvd.	N of Airport Blvd.	1.07	Resurfacing	225					DIH	CST
SR 417 Extension - 4155871	I-4	International		New 4-Lane					170	DIH	CST
									20,508	DS	CST
SR 46 - 4159781	at River Oaks Cir. & Woodbridge Dr./Ave. C									DIH	CST
Cross Seminole Trail - 4166211	Mikler Rd.			Path						DDRF	CST
					138					LFF	CST
					825					XU	CST
SR 46 - 4171781	E of SR 415	Seminole/Volusia Co. Line	12.24	Resurfacing		57				DIH	CST
						6,162				DS	CST
Kewannee Trail - 4174611	Wilshire Blvd.	Brittany Ct.		Construct Shared Use Path		250				SE	PE
								1,000		SE	CST
SR 46 Gateway - 4174841	Rinehart Rd.	Airport Blvd.	2.20	Construct Sidewalk		1,750				XU	CST
Seminole Co. Traffic - 4176891				Traffic Control Devices			700	465	465	XU	CST
Signal System -											
SR 434 - 4190661	Rangeline Rd.	Grant Ave.	1.41	Safety Project	843					HSP	CST
SR 436 - 4192321	Orange/Seminole Co. Line	Pearl Lake Rd.	2.29	Lighting	250					HSP	CST

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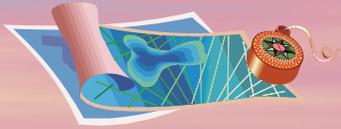


Vision 2020 Comprehensive Plan

DRAFT Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
I-4 Eastbound Off-Ramp - 4193671	at Lake Mary Blvd.		0.01	Add Right Turn Lane(s)	604					HSP	CST
SR 436 - 4193691	Willshire Blvd.	Lake Howell Rd.	0.98	Major Intersection Improvements	14					DIH	PE
					7,000	16,435				LFP	ROW
CR 15 - 4196641	SR 46	Orange Blvd.	1.13	Widen to 4 Lanes	1,000					CIGP	CST
					1,000					LFP	CST
CR 426 - 4196791	Division St.	SR 46		Pave Shoulders	100					HRRR	PE
								1,640		HRRR	CST
								2,474		HSP	CST
Fernwood Blvd. - 4196901			0.19	Safety Project		120				HSP	CST
Lake Mary Downtown - 4197641				Environmental/ Demographic	3					HPP	PD&E
Bypass Roadway - SR											
15/600/US 17/92 - 4197651	at French Ave.									HPP	PD&E
Access Rd. - 4197731	Orlando Sanford									HPP	CST
	International Airport										
Advanced ROW - 4207521	Countywide			Right-of-Way Acquisition	199					DDR	ROW
Acquisition -					5					DIH	ROW
					2,438					DIRS	ROW
SR 434 - 4218551	SR 419	Seminole Co. Truss Bridge	2.34	Landscaping	142					DS	CST
SR 15/600/US 17/92 - 4220131	Seminole Blvd	I-4	3.33	Resurfacing	5					DIH	PE
					200					DS	PE
						22				DS	CST
						3,432				XA	CST
East Hillcrest St. - 4225721	at Alpine St.			Sidewalk	50					SR2S	PE
							437			SR2S	CST
Seminole Co. - 4226311	Countywide			Coordinate Traffic Signals	96	145				TRIP	PE
					96	145				XU	PE
I-4 - 4226321	Westbound Rest Area	Lake Mary Blvd.	4.60	Landscaping		61				DIH	CST
						462				DS	CST

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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 436 - 4227071	Oxford Rd.	Cassel Creek Rd.	1.57	Resurfacing			3,987			DDR	CST
							411			DIH	CST
SR 46 - 4227081	W of Mills Creek Bridge	SR 15/600/US 17/92	0.48	Resurfacing			1,016			DDR	CST
							145			DIH	CST
SR 436 - 4231201				Developer Proportionate Share		325				LFP	CST
				Reserve Funding Action							
SR 426 - 4233111	W of Tuskawilla Rd.	SR 41 Ramps	0.80	Widen to 4 Lanes	5					DIH	PE

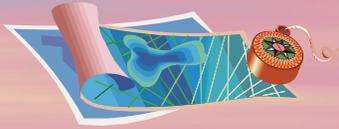
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PROJECT PHASES

CST - Construction phase
 ENV - Environmental Work
 INC - Construction Bond
 LAR - Local Advance Re
 PDE - Project Developm
 PE - Preliminary Engine

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 utilities Work
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Vision 2020 Comprehensive Plan

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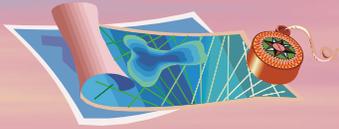
METROPLAN ORLANDO TRANSPORTATION IMPROVEMENT PROGRAM AVIATION PROJECT STATUS AND COST (\$000's) ORLANDO SANFORD INTERNATIONAL AIRPORT July 11, 2007

FM No.	Project Description *	2007/08	2008/09	2009/10	2010/11	2011/12	Fund
4051961	Construct Taxiway Tango					5,500	FAA
						305	DS
						205	LF
4076511	Overlay & Re-Mark Runway 9L/27R	4,000					FAA
		200					DS
		200					LF
4076521	Rehab West Ramp and Apron				4,500		FAA
					167		DS
					167		LF
4076671	Construct Parking Garage (Phase 2)		2,500	2,500			DS
			2,500	2,500			LF
4100951	Extend & Light Runway 9L-27R & Taxiway Bravo to 12,000'		5,400			36,922	FAA
						972	GMR
			300				DS
			300			972	LF
The amounts shown are programmed in the FDOT's Five Year Aviation Work Program for \$9,000,000 in FAA funds and \$450,000 in State funds.							
4184701	Acquire Land for Taxiway 9L/27R to 12,000'						FAA
							DS
							LF
4208471	Construct Taxiway Tango				10,002	13,254	FAA
						349	GMR
					2,782		DS
					2,782	349	LF
The Sanford Airport Authority is requesting that the funds programmed for project #4208471 in FY 2010/11 be advanced to FY 2009/10.							
4208481	Construct Taxiway Fox				5,000		FAA
					278		DS
					278		LF
248125	Extend Runway 9L-27L & Taxiway Siera to 6,200' & Install ILS/MALSR	7,600					FAA
		200					DS
		200					LF
FDOT programmed \$4,275,000 for project #2481251 in FY 2006/07. The Sanford Airport Authority is requesting that the \$8,000,000 shown be programmed in FY 2006/07 and 2007/08. (This project is not included in FDOT's FY 2007/08-2011/12 Five Year Work Program.)							
New	Acquire Land for Noise Compatibility	4,866					FAA
		128					DS
		128					LF
New	In-Line Baggage Screening Conveyor System		6,983				FAA
			184				DS
			184				LF
New	Acquire Land for Noise Compatibility		5,918				FAA
			156				DS
			156				LF
New	Acquire Land for Noise Compatibility					5,838	FAA
						154	DS
						154	LF

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(* Only projects totaling over \$4M have been shown.)

(Facility Program - Transp Roads.xls/OSIA)



Vision 2020 Comprehensive Plan

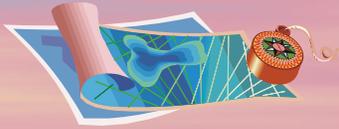
DRAFT Seminole County, Florida

METROPLAN ORLANDO/FDOT FIVE YEAR TRANSPORTATION IMPROVEMENT PLAN
Florida's Turnpike Enterprise Projects - Seminole County
Five Year Transportation Improvement Program - FY 2007/2008 - 2011/2012

Project - FDOT FMN	Project Description				Project Status and Cost (\$000's)					Funds	Phases
	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12		
SR 417 - 2402592	E of Old Lake Mary Rd.	2,157' E of Rinehart Rd.	2.66	New 4-Lane Expressway	2,482	2,482	2,482	2,482	2,482	PKYI	Payback
SR 417 - 4136691	Milepost 0.0	Milepost 6.9	6.90	Resurfacing	7					PKYI	CST
					13					PKYR	CST
SR 417 - 4136692	Milepost 0.0	Milepost 6.9	6.90	Signing/Paveme nt Markings	32					PKYR	CST
SR 417 - 4136693	Milepost 0.0	Milepost 6.9	6.90	Guardrail Improvements	26					PKYI	CST
					6					PKYR	CST
SR 417 - 4150221			0.24	Bridge Painting	35					PKYR	CST
SR 417 - 4175451	Orange/Semin ole Co. Line	SR 434	6.40	Widen to 6 Lanes	1					PKYI	ROW
									1,000	PKBD	RRU
									137,119	PKBD	DSB
									295	PKYI	DSB
SR 417 - 4175452	at Lake Jesu Toll Plaza									PKYI	PE
										PKBD	RRU
										PKBD	CST
										PKYI	CST
										PKYI	ENV
										PKBD	INC
SR 417 - 4175453	University Blvd.								3,329	PKBD	DSB
									30	PKYI	DSB
SR 417 - 4175455	at Lake Jesup Toll Plaza		0.05	Landscaping	923					PKBD	CST
SR 417 - 4175456	at Lake Jesup Toll Plaza		0.05	Replace Thermoplastic/ Signing/Paveme nt Markings			44			PKYI	CST
SR 417 - 4195671	Milepost 46.1	Milepost 49.9	3.80	Resurfacing	491					PKYI	PE
					643					PKYI	CST
					5,352					PKYR	CST
SR 417 - 4195672	Countywide			Replace Thermoplastic/ Signing/Paveme nt Markings	1					PKYI	PE
							194			PKYI	CST
SR 417 - 4195673	Countywide		17.45	Guardrail Improvements	247					PKYI	CST

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Vision 2020 Comprehensive Plan DRAFT Seminole County, Florida

Five Year Capital Schedule of Improvements

Elmt	Project # *	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
POT	00021701WSP	Oversizings & Extensions	240,820	1,953,450	2,051,156	2,261,399	2,300,000
SAN	00024803WSP	Telemetry & SCADA System Improvements	329,972	156,276	164,093	180,914	180,000
POT	00056601WSP	Potable Water Treatment Plant Rehabilitation	787,029	803,122	1,558,879	1,718,664	1,500,000
POT	00064501WSP	Potable Water Distribution System Improvements	1,109,313	289,400	303,875	337,025	350,000
POT	00064606WSP	East Lake Drive Potable Water Main	91,612	-	-	-	-
POT	00064702	Lockwood Road Potable Water Main	188,367	-	-	-	-
POT	00065101WSP	Lake Emma Road Utility Replacement/Upgrade	2,026,906	-	-	-	-
POT	00065201WSP	Potable Water Replacements for Minor Roads	763,038	578,800	607,750	670,044	700,000
POT	00067201WSP	Monroe Rd (CR 15) Utilities Replacement	1,073,531	-	-	-	-
SAN	00082904	Pump Station Upgrades	3,343,432	231,520	243,100	268,020	275,000
SAN	00083101	Collection System Enhancements	724,323	57,880	60,775	67,005	175,000
POT	00115701WSP	Chemical Feed System Rehabilitation	647,265	-	60,775	67,005	75,000
POT	00164301WSP	Yankee Lake Regional Surface Water Facility Design	1,980,660	-	-	-	-
SAN	00164501WSP	Eastern Regional Reclaimed Water System	1,256,535	-	-	-	-
SAN	00164601WSP	City Of Oviedo/Seminole County Reclaimed Water Syst	210,250	-	-	-	-
POT	00168801WSP	Southeast Regional Water Treatment Plant	-	-	-	-	-
POT	00178101WSP	Bunnell Water Treatment Plant	-	-	-	-	-
POT	00178301WSP	Country Club Water Treatment Plant	-	-	-	-	-
SAN	00181201WSP	Yankee Lake Regional Reclaimed Water System	-	-	-	-	-
POT	00181601WSP	Yankee Lake Regional Surface Water Facility	-	-	-	-	-
SAN	00182301WSP	Markham Water Treatment Plant	-	-	-	-	-
SAN	00182901WSP	Greenwood Lakes Water Reclamation Facility	-	-	-	-	-
POT	00193101WSP	Markham Woods Road Damages	1,178,532	-	-	-	-
POT	00193301WSP	Lake Monroe Water Treatment Plant Rehabilitation	1,178,532	-	-	-	-
POT	00193601WSP	Bear Lake Woods Road Potable Water Main Interconne	330,405	-	-	-	-
POT	00194101WSP	Automated Valve Improvements	88,575	115,760	121,550	134,010	-
POT	00194501	Yankee Lake Regional Chlorine Contact Replacement	-	1,188,912	9,724,000	-	-
SAN	00194901	Sand Lake Road Force Main Replacement	115,186	-	-	-	-
SAN	00195201WSP	Yankee Lake Water Reclamation Facility Expansion	15,098,064	-	-	-	-
POT	00195401WSP	Country Club Water Treatment Plant- Ground Storage T	-	694,560	-	-	-
POT	00195501WSP	Potable Water Quality - Distribution System Improve	62,187	5,788,000	4,690,000	4,690,350	4,700,000
POT	00195701WSP	Potable Water Quality - Treatment Plant Improvements	1,122,708	11,576,000	12,155,000	13,401,000	-
SAN	00199901	Greenwood Lakes Water Reclamation Facility - Sludge F	256,531	-	-	-	-
POT	00200401WSP	Markham Water Treatment Plant Aquifer Storage & Rec	121,075	-	-	-	-
SAN	00200501WSP	Critical Well Sites/Lift Stations - Emergency Power Syste	-	405,160	-	-	-
SAN	00200901WSP	AAA Drive Reclaimed Water Main	560,868	-	-	-	-
POT	00201101WSP	Consumptive Use Permit Consolidation	176,872	-	-	-	-
SAN	00201201	Critical Lift Stations Emergency Power Upgrades	414,352	347,280	364,650	402,030	400,000
POT	00201501WSP	Potable Well Improvements	255,638	231,520	243,100	268,020	300,000
POT	00203101WSP	Security Improvements/Enhancements	487,797	131,520	243,100	268,020	-
POT	00203201WSP	Potable Water Distribution System Upgrade- FL Wtr Aq	1,939,285	2,877,107	-	-	-

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2007 Seminole County Socioeconomic Data Projections

		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2007 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
Totals:		435,856	111,460	63,951	175,411	4,998	240,524

1	1	3,045	941	278	1,219	-	1,377
1	2	3,515	986	707	1,693	-	1,319
1	3	3,907	1,583	8	1,591	-	268
1	4	70	25	1	26	-	135
1	5	4,749	1,996	228	2,224	-	806
1	6	3,504	1,096	2	1,098	-	169
1	7	3,384	1,067	2	1,069	-	230
1	8	589	-	452	452	-	1,125
4	9	549	-	-	-	572	3,990
4	10	4,277	1,077	390	1,467	-	249
4	11	1,804	678	25	703	-	1,164
4	12	579	4	284	288	-	3,539
4	13	1,155	328	57	385	-	604
4	14	3,451	1,105	3	1,108	-	1,582
4	15	1,093	347	6	353	-	32
3	16	2,307	136	279	415	-	3,415
3	17	4,407	1,106	509	1,615	100	2,094
4	18	2,447	561	366	927	-	246
4	19	922	315	6	321	-	345
4	20	2,644	730	485	1,215	-	1,309
4	21	3	1	-	1	-	1,997
4	22	4,714	1,244	977	2,221	-	894
2	23	4,643	1,405	345	1,750	-	199
3	24	2,981	243	1,276	1,519	-	101
3	25	1,177	301	169	470	-	438
3	26	2,067	502	222	724	-	349
3	27	2,082	666	51	717	-	757
2	28	1,037	341	8	349	-	796
2	29	2,216	822	22	844	-	597
2	30	2,788	174	1,768	1,942	-	1,378
2	31	101	-	-	-	105	2,603
2	32	509	76	191	267	-	6,095
2	33	1,784	87	724	811	334	6,077
2	34	1,574	475	260	735	-	500
3	35	1,070	3	456	459	-	1,530
3	36	1,249	223	229	452	-	488
3	37	1,417	387	152	539	-	468
3	38	631	172	103	275	-	809
3	39	855	301	71	372	-	111
3	40	419	102	135	237	12	423
3	41	302	53	58	111	28	872
3	42	552	-	319	319	-	1,595
3	43	96	-	-	-	100	1,682
3	44	2,171	776	65	841	-	1,198
3	45	410	149	-	149	-	7
9	46	340	133	2	135	-	125
3	47	1,854	699	31	730	-	269
3	48	4,612	1,638	78	1,716	-	161
3	49	1,407	526	78	604	-	136
3	50	907	361	36	397	-	676
3	51	1,058	303	166	469	15	587

2007 Seminole County Socioeconomic Data Projections

		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2007 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
3	52	41	14	-	14	-	257
3	53	1,861	531	158	689	-	283
3	54	1,409	365	171	536	-	644
3	55	1,096	381	9	390	-	78
3	56	2,293	2	1,232	1,234	72	1,467
3	57	1,849	516	266	782	-	1,082
3	58	314	78	53	131	-	1,608
3	59	1,673	560	15	575	-	262
9	60	1,476	485	75	560	-	753
9	61	2,150	650	179	829	-	519
3	62	354	114	17	131	-	1,836
9	63	291	86	26	112	-	124
10	64	1,920	577	131	708	-	223
10	65	3,948	970	555	1,525	-	451
10	66	517	173	23	196	-	58
10	67	954	329	2	331	-	78
10	68	13,764	4,588	76	4,664	5	562
8	69	2,182	740	31	771	-	1,071
8	70	2,272	727	70	797	26	560
9	71	1,196	299	184	483	-	184
7	72	2,548	695	252	947	-	126
8	73	3,333	1,121	52	1,173	3	741
7	74	451	153	6	159	-	759
8	75	2,685	749	355	1,104	-	3,762
8	76	4,431	1,311	267	1,578	-	1,514
8	77	5,828	1,737	299	2,036	-	3,365
8	78	15,085	4,188	1,410	5,598	-	1,381
8	79	8,473	2,242	1,116	3,358	-	1,643
7	80	3,304	873	314	1,187	-	1,861
7	81	1,683	531	1	532	-	2,763
7	82	3,219	1,196	47	1,243	-	50
7	83	4,253	1,499	7	1,506	-	239
7	84	2,911	808	435	1,243	-	335
9	85	79	31	-	31	-	40
9	86	1,716	470	101	571	-	670
7	87	5,201	1,349	383	1,732	-	567
7	88	2,415	742	-	742	-	86
7	89	761	261	-	261	-	44
7	90	3,219	787	611	1,398	-	140
7	91	3,211	1,039	40	1,079	-	639
4	92	2,320	588	327	915	-	345
9	93	52	2	2	4	-	1,251
4	94	2,057	509	426	935	-	458
4	95	2,491	383	1,063	1,446	-	867
6	96	3,541	483	1,170	1,653	-	1,552
6	97	3,050	578	764	1,342	-	927
6	98	1,329	376	131	507	-	2,494
6	99	623	38	196	234	144	388
6	100	1,964	539	285	824	-	735
6	101	514	189	6	195	-	923
6	102	2,637	950	6	956	-	610
6	103	3,435	1,125	176	1,301	-	182
7	104	980	344	4	348	-	131

2007 Seminole County Socioeconomic Data Projections

		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2007 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
7	105	2,336	697	118	815	-	178
7	106	1,577	475	134	609	-	34
7	107	3,309	807	554	1,361	-	523
7	108	2,047	694	-	694	-	26
7	109	1,636	407	251	658	-	519
7	110	3,756	1,342	82	1,424	-	374
7	111	4,198	1,428	2	1,430	-	139
7	112	1,803	640	102	742	-	107
7	113	1,575	289	567	856	-	577
7	114	1,570	11	1,063	1,074	-	349
7	115	4,715	740	1,384	2,124	-	877
7	116	1,948	754	96	850	-	1,453
7	117	2,501	-	1,244	1,244	-	379
7	118	1,652	132	743	875	-	2,135
6	119	2,367	397	835	1,232	-	736
6	120	2,109	244	799	1,043	-	2,198
6	121	1,823	645	-	645	-	195
6	122	2,678	549	564	1,113	100	590
6	123	961	-	597	597	-	754
6	124	-	-	-	-	-	449
6	125	565	197	32	229	-	1,174
6	126	999	306	82	388	72	1,193
6	127	1,375	512	48	560	-	789
6	128	1,156	87	354	441	-	2,155
6	129	481	14	295	309	-	799
6	130	345	2	165	167	-	1,015
6	131	2,404	3	1,555	1,558	-	177
6	132	2,950	666	745	1,411	-	216
6	133	1,577	550	46	596	-	98
6	134	946	343	-	343	-	155
6	135	438	-	-	-	456	1,147
6	136	1,480	22	502	524	277	1,439
6	137	-	-	-	-	-	3,304
6	138	1,444	12	981	993	-	1,689
6	139	2,573	821	193	1,014	123	122
6	140	2,121	685	349	1,034	-	344
6	141	732	55	323	378	-	2,824
6	142	1,710	520	54	574	-	6,329
6	143	871	290	4	294	-	642
6	144	354	107	14	121	-	2,298
6	145	1,346	354	168	522	18	2,036
6	146	944	278	22	300	7	2,150
6	147	565	190	34	224	-	1,669
4	148	1,551	373	224	597	-	1,736
4	149	3,091	878	187	1,065	-	1,305
4	150	363	114	6	120	-	568
4	151	256	91	-	91	-	292
4	152	1,949	611	149	760	-	553
4	153	1,271	446	11	457	-	3,201
4	154	2,639	909	-	909	-	263
4	155	2,356	590	296	886	-	799
6	156	10	4	-	4	-	5,735
6	157	1,191	463	6	469	-	1,256

2007 Seminole County Socioeconomic Data Projections

		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2007 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
6	158	1,461	575	-	575	-	733
5	159	2,921	628	556	1,184	196	1,036
5	160	3,602	410	1,471	1,881	-	3,111
5	161	3,497	1,144	-	1,144	-	727
5	162	3,155	965	184	1,149	-	2,341
5	163	6,826	2,071	452	2,523	-	836
5	164	2,269	715	90	805	-	79
5	165	867	237	106	343	-	1,322
5	166	3,546	704	743	1,447	-	1,889
5	167	1,100	305	100	405	-	979
5	168	4,312	1,107	537	1,644	-	1,124
5	169	1,814	33	1,046	1,079	-	1,581
5	170	1,664	355	382	737	-	2,325
5	171	3,895	176	1,425	1,601	904	7,055
5	172	1,198	-	388	388	377	1,662
5	173	2,274	-	978	978	177	622
5	174	1,262	283	250	533	-	550
5	175	1,504	577	10	587	-	654
5	176	1,729	225	500	725	-	2,340
5	177	813	1	394	395	-	1,586
5	178	1,732	529	-	529	-	68
5	179	3,272	679	804	1,483	-	192
5	180	3,007	1,053	2	1,055	-	567
5	181	1,613	582	-	582	-	372
4	182	1,591	511	-	511	-	191
3	183	469	-	253	253	22	973
8	184	3,256	485	1,073	1,558	-	1,083
7	185	3,426	1,117	-	1,117	-	1,113
7	186	2,935	704	498	1,202	-	52
7	187	2,024	744	-	744	-	58
7	188	1,836	177	626	803	-	1,921
6	189	841	94	312	406	-	386
6	190	1,922	214	610	824	-	548
6	191	289	88	37	125	-	891
5	192	41	15	-	15	-	55
5	193	1,478	496	8	504	-	36
5	194	2,530	384	669	1,053	-	629
5	195	1,580	122	767	889	-	745
5	196	1,381	407	141	548	-	2,172
5	197	5,352	541	2,464	3,005	-	1,568
5	198	1,098	398	24	422	-	350
1	199	767	269	-	269	-	212
1	200	1,296	77	837	914	131	3,970
1	201	822	-	312	312	387	11,812
1	202	517	157	1	158	-	14
1	203	1,452	443	-	443	-	210
4	204	-	-	-	-	-	3,929
4	205	6,231	1,167	1,427	2,594	-	378
4	206	4,062	967	620	1,587	-	633
4	207	372	20	63	83	235	5,322
2	208	2,024	650	448	1,098	-	42
2	209	-	-	-	-	-	2,093
2	210	1,384	47	733	780	-	1,110

2007 Seminole County Socioeconomic Data Projections

		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2007 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
7	211	1,372	466	25	491	-	525
7	212	773	287	-	287	-	84

2013 Seminole County Socioeconomic Data Projections							
		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2013 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
Totals:		487,919	124,136	69,789	193,925	4,998	269,971

1	1	3,708	1,166	278	1,444	-	1,377
1	2	5,223	1,568	729	2,297	-	2,309
1	3	4,666	1,861	8	1,869	-	268
1	4	99	25	26	51	-	165
1	5	5,145	2,138	228	2,366	-	806
1	6	4,300	1,330	2	1,332	-	169
1	7	3,890	1,213	2	1,215	-	230
1	8	597	1	452	453	-	1,256
4	9	549	-	-	-	572	5,383
4	10	4,712	1,198	390	1,588	-	249
4	11	2,223	827	25	852	-	1,202
4	12	615	4	298	302	-	4,308
4	13	1,291	367	57	424	-	677
4	14	3,632	1,151	3	1,154	-	1,684
4	15	1,162	365	6	371	-	32
3	16	2,723	138	416	554	-	3,415
3	17	4,991	1,257	551	1,808	100	2,094
4	18	2,600	604	366	970	-	246
4	19	935	315	6	321	-	377
4	20	2,800	739	548	1,287	-	1,784
4	21	3	1	-	1	-	3,449
4	22	4,915	1,283	997	2,280	-	1,270
2	23	5,016	1,515	345	1,860	-	338
3	24	3,246	286	1,325	1,611	-	101
3	25	1,220	310	169	479	-	438
3	26	2,145	509	233	742	-	349
3	27	2,148	675	51	726	-	757
2	28	1,106	362	8	370	-	819
2	29	2,868	1,029	46	1,075	-	597
2	30	2,920	194	1,768	1,962	-	1,985
2	31	101	-	-	-	105	3,015
2	32	1,075	76	506	582	-	7,500
2	33	2,795	87	1,282	1,369	334	6,988
2	34	1,877	475	417	892	-	500
3	35	1,273	3	533	536	-	1,568
3	36	1,292	228	229	457	-	494
3	37	1,480	401	152	553	-	468
3	38	642	172	103	275	-	809
3	39	878	304	71	375	-	111
3	40	449	103	155	258	12	423
3	41	329	56	64	120	28	872
3	42	583	-	329	329	-	1,595
3	43	96	-	-	-	100	1,682
3	44	2,580	913	74	987	-	1,198
3	45	684	244	-	244	-	7
9	46	691	149	383	532	-	125
3	47	2,396	897	31	928	-	420
3	48	5,639	1,987	83	2,070	-	161
3	49	1,474	542	81	623	-	136
3	50	942	367	39	406	-	676
3	51	1,130	324	166	490	15	587
3	52	41	14	-	14	-	280

2013 Seminole County Socioeconomic Data Projections							
		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2013 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
3	53	1,884	533	158	691	-	283
3	54	1,499	365	212	577	-	786
3	55	1,219	413	26	439	-	78
3	56	2,816	18	1,468	1,486	72	1,569
3	57	1,926	537	266	803	-	1,169
3	58	469	131	53	184	-	1,625
3	59	1,901	630	15	645	-	361
9	60	2,702	938	75	1,013	-	811
9	61	3,064	1,013	177	1,190	-	565
3	62	393	128	17	145	-	2,441
9	63	364	114	26	140	-	130
10	64	2,552	796	131	927	-	223
10	65	4,713	1,225	555	1,780	-	451
10	66	945	328	23	351	-	58
10	67	1,651	566	2	568	-	78
10	68	18,488	6,151	76	6,227	5	1,030
8	69	2,639	886	35	921	-	1,543
8	70	2,766	884	71	955	26	560
9	71	2,132	507	372	879	-	184
7	72	2,573	695	252	947	-	126
8	73	3,579	1,185	67	1,252	3	744
7	74	464	156	6	162	-	788
8	75	3,361	967	374	1,341	-	4,261
8	76	5,172	1,479	357	1,836	-	1,822
8	77	6,593	1,930	358	2,288	-	3,365
8	78	16,906	4,630	1,606	6,236	-	2,374
8	79	11,606	3,278	1,116	4,394	-	2,293
7	80	4,390	1,196	317	1,513	-	2,648
7	81	2,014	630	2	632	-	3,051
7	82	3,257	1,196	47	1,243	-	50
7	83	4,341	1,513	7	1,520	-	239
7	84	3,394	808	666	1,474	-	335
9	85	984	31	456	487	-	40
9	86	2,597	470	545	1,015	-	670
7	87	5,408	1,383	404	1,787	-	567
7	88	2,661	810	-	810	-	86
7	89	869	295	-	295	-	44
7	90	3,362	822	611	1,433	-	140
7	91	3,307	1,059	40	1,099	-	639
4	92	2,452	590	371	961	-	345
9	93	60	3	2	5	-	1,251
4	94	2,105	516	426	942	-	458
4	95	2,582	392	1,075	1,467	-	1,009
6	96	3,675	508	1,170	1,678	-	1,613
6	97	3,121	586	765	1,351	-	1,043
6	98	1,389	389	131	520	-	2,494
6	99	672	48	204	252	144	388
6	100	2,010	547	285	832	-	735
6	101	522	190	6	196	-	923
6	102	2,682	955	6	961	-	610
6	103	3,659	1,191	176	1,367	-	182
7	104	1,188	413	4	417	-	131
7	105	2,361	697	118	815	-	190
7	106	1,600	477	134	611	-	34

2013 Seminole County Socioeconomic Data Projections							
		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2013 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
7	107	3,377	817	554	1,371	-	529
7	108	2,100	707	-	707	-	26
7	109	2,171	580	253	833	-	519
7	110	3,911	1,382	82	1,464	-	380
7	111	5,205	1,759	2	1,761	-	139
7	112	1,977	698	102	800	-	107
7	113	1,643	307	569	876	-	577
7	114	1,624	19	1,063	1,082	-	349
7	115	4,815	752	1,384	2,136	-	877
7	116	2,017	772	96	868	-	1,482
7	117	2,530	-	1,244	1,244	-	379
7	118	1,694	135	746	881	-	2,135
6	119	2,394	397	835	1,232	-	736
6	120	2,139	245	799	1,044	-	2,703
6	121	1,852	645	-	645	-	196
6	122	2,720	553	564	1,117	100	591
6	123	971	-	597	597	-	754
6	124	-	-	-	-	-	449
6	125	593	205	32	237	-	1,174
6	126	1,026	312	82	394	72	1,289
6	127	1,410	518	48	566	-	845
6	128	1,201	88	354	442	-	2,200
6	129	486	14	295	309	-	799
6	130	358	2	165	167	-	1,015
6	131	2,443	8	1,555	1,563	-	177
6	132	3,003	671	745	1,416	-	216
6	133	1,604	553	46	599	-	98
6	134	965	346	-	346	-	155
6	135	438	-	-	-	456	1,147
6	136	1,985	22	711	733	277	1,439
6	137	-	-	-	-	-	3,304
6	138	1,464	12	981	993	-	1,689
6	139	2,640	835	193	1,028	123	122
6	140	2,197	705	349	1,054	-	344
6	141	745	56	323	379	-	2,824
6	142	1,959	593	55	648	-	6,503
6	143	1,053	347	5	352	-	642
6	144	361	107	15	122	-	2,318
6	145	1,440	379	168	547	18	2,384
6	146	971	278	22	300	7	2,150
6	147	579	193	34	227	-	1,686
4	148	1,610	383	224	607	-	1,849
4	149	3,147	885	187	1,072	-	1,370
4	150	392	122	6	128	-	613
4	151	267	94	-	94	-	292
4	152	2,030	632	149	781	-	553
4	153	1,354	470	11	481	-	3,230
4	154	2,678	913	-	913	-	263
4	155	2,425	598	296	894	-	799
6	156	10	4	-	4	-	5,767
6	157	1,251	479	6	485	-	1,413
6	158	1,519	591	-	591	-	733
5	159	3,107	677	560	1,237	196	1,212
5	160	4,064	428	1,683	2,111	-	3,227

2013 Seminole County Socioeconomic Data Projections							
		POPULATION	HOUSING UNITS			HOTEL	EMPLOYMENT
PA	TZ	Oct 1, 2013 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
5	161	3,697	1,197	-	1,197	-	727
5	162	3,537	1,084	184	1,268	-	2,428
5	163	7,017	2,118	452	2,570	-	836
5	164	2,300	717	90	807	-	79
5	165	1,473	312	279	591	-	1,412
5	166	3,616	715	743	1,458	-	1,889
5	167	1,112	305	100	405	-	979
5	168	4,370	1,107	537	1,644	-	1,124
5	169	1,859	40	1,046	1,086	-	1,572
5	170	1,705	362	382	744	-	2,325
5	171	3,937	176	1,425	1,601	904	7,055
5	172	1,214	-	388	388	377	1,662
5	173	2,312	-	978	978	177	622
5	174	1,297	290	250	540	-	581
5	175	1,884	715	10	725	-	1,399
5	176	1,772	231	500	731	-	2,360
5	177	835	1	394	395	-	1,586
5	178	1,827	552	-	552	-	103
5	179	3,401	710	804	1,514	-	351
5	180	3,136	1,085	2	1,087	-	590
5	181	1,719	613	-	613	-	430
4	182	1,607	511	-	511	-	191
3	183	653	-	351	351	22	973
8	184	3,917	497	1,411	1,908	-	1,733
7	185	3,589	1,158	-	1,158	-	1,171
7	186	3,176	778	498	1,276	-	52
7	187	2,047	744	-	744	-	58
7	188	1,944	197	626	823	-	2,235
6	189	852	94	312	406	-	386
6	190	1,944	214	610	824	-	548
6	191	319	98	37	135	-	891
5	192	41	15	-	15	-	55
5	193	1,494	496	8	504	-	36
5	194	2,576	387	669	1,056	-	629
5	195	1,602	122	767	889	-	760
5	196	1,418	414	141	555	-	2,172
5	197	5,769	554	2,678	3,232	-	1,637
5	198	1,191	428	24	452	-	350
1	199	1,103	386	2	388	-	387
1	200	1,937	153	1,156	1,309	131	6,710
1	201	986	-	415	415	387	11,812
1	202	673	203	1	204	-	14
1	203	1,551	469	-	469	-	210
4	204	-	-	-	-	-	3,932
4	205	6,295	1,167	1,427	2,594	-	378
4	206	4,116	973	620	1,593	-	633
4	207	374	20	63	83	235	10,896
2	208	2,145	658	497	1,155	-	42
2	209	-	-	-	-	-	2,206
2	210	1,532	47	803	850	-	2,004
7	211	1,386	466	26	492	-	525
7	212	813	298	-	298	-	84

2025 Seminole County Socioeconomic Data Projections

		POPULATION	HOUSING UNITS			HOTEL	
PA	TZ	Oct 1, 2025 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
Totals:		500,564	132,741	71,523	204,264	7,098	328,020

1	1	3,585	1,175	269	1,444	-	1,281
1	2	5,174	1,595	702	2,297	-	3,731
1	3	5,077	2,023	8	2,031	-	706
1	4	206	78	44	122	-	796
1	5	5,016	2,141	225	2,366	-	544
1	6	4,166	1,330	2	1,332	-	165
1	7	3,776	1,213	2	1,215	-	226
1	8	563	1	455	456	-	1,215
4	9	876	-	-	-	913	8,549
4	10	4,534	1,204	384	1,588	-	244
4	11	2,779	1,067	34	1,101	-	1,104
4	12	641	4	318	322	-	5,013
4	13	1,403	416	65	481	-	658
4	14	3,543	1,181	3	1,184	-	1,787
4	15	1,110	365	6	371	-	31
3	16	1,139	113	432	545	-	3,319
3	17	5,077	1,350	561	1,911	100	2,337
4	18	2,553	616	368	984	-	281
4	19	896	314	6	320	-	404
4	20	3,094	973	568	1,541	-	2,025
4	21	149	1	-	1	152	4,628
4	22	5,523	1,311	1,007	2,318	-	1,469
2	23	4,804	1,519	333	1,852	-	1,190
3	24	3,763	291	1,320	1,611	-	149
3	25	1,215	312	169	481	-	476
3	26	4,033	516	237	753	-	458
3	27	2,174	694	55	749	-	1,067
2	28	1,122	385	9	394	-	939
2	29	2,965	1,102	36	1,138	-	1,063
2	30	2,790	170	1,453	1,623	147	1,787
2	31	389	-	-	-	405	3,474
2	32	1,089	69	527	596	-	9,417
2	33	2,922	80	1,289	1,369	484	10,159
2	34	2,452	731	532	1,263	-	915
3	35	1,889	5	782	787	-	1,702
3	36	1,163	230	228	458	-	595
3	37	1,409	403	149	552	-	600
3	38	630	172	103	275	-	776
3	39	888	308	72	380	-	123
3	40	535	136	189	325	12	422
3	41	373	73	74	147	28	858
3	42	557	-	306	306	-	1,491
3	43	192	-	-	-	200	1,637
3	44	2,585	944	70	1,014	-	1,175
3	45	748	280	-	280	-	7
9	46	812	95	442	537	60	640
3	47	3,109	1,181	42	1,223	-	2,302
3	48	5,600	2,042	77	2,119	-	288
3	49	1,475	561	80	641	-	161
3	50	960	389	38	427	-	700
3	51	1,175	348	180	528	15	627

2025 Seminole County Socioeconomic Data Projections							
		POPULATION	HOUSING UNITS			HOTEL	
PA	TZ	Oct 1, 2025 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
3	52	42	16	-	16	-	456
3	53	1,846	542	161	703	-	301
3	54	1,488	440	255	695	-	1,077
3	55	1,301	508	22	530	-	134
3	56	2,924	15	1,497	1,512	72	1,614
3	57	1,934	558	279	837	-	1,538
3	58	644	175	77	252	-	1,903
3	59	2,290	782	19	801	-	659
9	60	3,803	1,381	110	1,491	-	1,725
9	61	3,012	1,029	169	1,198	-	2,095
3	62	420	144	19	163	-	6,937
9	63	468	151	36	187	-	4,705
10	64	2,840	935	150	1,085	-	294
10	65	5,250	1,394	627	2,021	-	522
10	66	1,478	522	39	561	-	74
10	67	2,229	798	3	801	-	77
10	68	17,726	6,154	72	6,226	5	3,240
8	69	3,041	1,069	18	1,087	-	2,238
8	70	3,502	1,159	95	1,254	26	638
9	71	3,252	1,274	427	1,701	-	372
7	72	2,485	695	252	947	-	97
8	73	3,794	1,300	76	1,376	3	905
7	74	455	159	6	165	-	1,412
8	75	4,353	1,293	487	1,780	-	5,038
8	76	6,186	1,906	380	2,286	-	1,765
8	77	7,174	2,280	384	2,664	-	4,000
8	78	17,986	5,062	1,811	6,873	-	2,977
8	79	11,861	3,454	1,095	4,549	-	3,288
7	80	5,486	1,525	403	1,928	-	3,751
7	81	2,269	716	1	717	150	2,993
7	82	3,118	1,196	47	1,243	-	49
7	83	4,163	1,513	7	1,520	-	280
7	84	3,266	785	694	1,479	-	670
9	85	1,032	29	517	546	-	95
9	86	3,293	657	778	1,435	-	1,043
7	87	5,267	1,437	391	1,828	-	379
7	88	2,748	879	-	879	-	84
7	89	964	344	-	344	-	68
7	90	3,329	837	619	1,456	-	389
7	91	3,248	1,078	41	1,119	-	661
4	92	2,460	608	393	1,001	-	572
9	93	20	5	3	8	-	1,711
4	94	2,046	517	425	942	-	473
4	95	2,680	418	1,100	1,518	-	1,418
6	96	3,691	517	1,196	1,713	-	2,140
6	97	2,697	475	753	1,228	-	1,401
6	98	1,258	390	131	521	-	2,549
6	99	756	58	239	297	144	310
6	100	1,961	555	289	844	-	732
6	101	497	190	6	196	-	911
6	102	2,594	961	6	967	-	578
6	103	3,519	1,193	174	1,367	-	189
7	104	1,274	464	4	468	-	148

2025 Seminole County Socioeconomic Data Projections							
		POPULATION	HOUSING UNITS			HOTEL	
PA	TZ	Oct 1, 2025 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
7	105	2,175	675	114	789	-	249
7	106	1,541	479	135	614	-	33
7	107	3,257	818	553	1,371	-	569
7	108	2,075	729	-	729	-	26
7	109	2,362	657	274	931	-	516
7	110	3,762	1,382	82	1,464	-	506
7	111	6,274	2,220	3	2,223	-	136
7	112	1,925	707	102	809	-	105
7	113	1,669	314	590	904	-	576
7	114	1,622	19	1,054	1,073	-	335
7	115	4,634	754	1,378	2,132	-	797
7	116	1,942	773	96	869	-	1,458
7	117	2,440	-	1,244	1,244	-	316
7	118	1,696	136	749	885	-	1,694
6	119	2,322	396	834	1,230	-	800
6	120	2,071	245	798	1,043	-	3,096
6	121	1,691	644	-	644	-	221
6	122	2,571	555	565	1,120	100	626
6	123	923	-	597	597	-	790
6	124	-	-	-	-	-	437
6	125	588	210	33	243	-	1,169
6	126	1,001	313	83	396	72	1,331
6	127	1,366	523	49	572	-	812
6	128	895	88	354	442	-	2,106
6	129	476	13	295	308	-	809
6	130	252	2	165	167	-	915
6	131	2,410	8	1,562	1,570	-	174
6	132	2,903	673	746	1,419	-	221
6	133	1,528	554	46	600	-	115
6	134	928	347	-	347	-	146
6	135	438	-	-	-	456	1,126
6	136	1,127	11	366	377	277	642
6	137	-	-	-	-	-	2,790
6	138	1,380	11	925	936	-	1,658
6	139	2,636	838	193	1,031	223	120
6	140	2,146	714	351	1,065	-	360
6	141	698	56	323	379	-	2,744
6	142	2,170	684	63	747	-	6,704
6	143	1,293	448	5	453	-	693
6	144	360	110	15	125	-	2,225
6	145	1,363	381	167	548	18	2,531
6	146	747	269	22	291	7	2,236
6	147	565	196	34	230	-	1,774
4	148	1,534	394	227	621	-	1,917
4	149	3,423	892	189	1,081	-	1,389
4	150	417	135	7	142	-	1,531
4	151	283	104	-	104	-	273
4	152	2,035	658	156	814	-	557
4	153	1,297	470	11	481	-	3,172
4	154	2,549	913	-	913	-	265
4	155	2,195	604	300	904	-	760
6	156	10	4	-	4	-	5,476
6	157	1,206	493	6	499	-	1,607

2025 Seminole County Socioeconomic Data Projections							
		POPULATION	HOUSING UNITS			HOTEL	
PA	TZ	Oct 1, 2025 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
6	158	1,896	602	-	602	-	805
5	159	3,138	702	571	1,273	296	1,421
5	160	3,949	422	1,689	2,111	-	5,681
5	161	3,652	1,239	-	1,239	-	711
5	162	3,489	1,101	184	1,285	-	2,501
5	163	6,719	2,120	450	2,570	-	777
5	164	2,199	717	90	807	-	78
5	165	1,777	376	356	732	-	5,256
5	166	3,533	720	747	1,467	-	1,294
5	167	1,068	305	100	405	-	966
5	168	4,206	1,106	537	1,643	-	1,090
5	169	1,832	40	1,060	1,100	-	1,609
5	170	1,642	362	380	742	-	2,285
5	171	3,844	175	1,418	1,593	904	6,746
5	172	1,200	-	388	388	377	1,501
5	173	2,324	-	978	978	222	611
5	174	1,258	291	249	540	-	483
5	175	1,833	717	10	727	190	4,671
5	176	1,727	232	499	731	-	2,375
5	177	650	1	371	372	-	1,557
5	178	1,799	582	-	582	-	132
5	179	3,244	713	801	1,514	-	500
5	180	3,043	1,112	2	1,114	-	754
5	181	1,726	643	-	643	-	841
4	182	1,530	510	-	510	-	205
3	183	668	-	360	360	22	991
8	184	4,348	536	1,651	2,187	-	2,436
7	185	3,479	1,172	-	1,172	-	1,195
7	186	3,063	784	493	1,277	-	51
7	187	1,963	745	-	745	-	56
7	188	1,778	193	612	805	-	2,450
6	189	832	94	313	407	-	382
6	190	1,888	215	611	826	-	538
6	191	354	110	42	152	-	803
5	192	18	7	-	7	-	54
5	193	1,429	496	8	504	-	35
5	194	2,505	387	669	1,056	-	640
5	195	1,553	122	768	890	-	758
5	196	1,390	422	144	566	-	2,182
5	197	6,058	607	2,911	3,518	-	2,505
5	198	1,148	428	24	452	-	305
1	199	1,198	415	-	415	-	587
1	200	2,173	159	1,150	1,309	131	7,508
1	201	1,248	-	559	559	387	13,866
1	202	869	276	1	277	-	14
1	203	1,551	494	-	494	-	206
4	204	-	-	-	-	-	3,756
4	205	6,091	1,167	1,427	2,594	-	342
4	206	3,992	977	624	1,601	-	680
4	207	628	20	64	84	500	14,105
2	208	2,094	661	449	1,110	-	47
2	209	-	-	-	-	-	201
2	210	1,544	24	847	871	-	2,821

2025 Seminole County Socioeconomic Data Projections							
		POPULATION	HOUSING UNITS			HOTEL	
PA	TZ	Oct 1, 2025 Functional	Single Family	Multi- Family	Total	Units	Total Attendant (Jobs)
7	211	1,349	472	25	497	-	520
7	212	786	298	-	298	-	116

Seminole County ECONOMIC IMPACT STATEMENT

Date:	10/28/08	Dept/Div:	P&D/Planning Division
Contact:	D Boyer	Phone Ext:	407-665-7382
Action:	Ordinance amending the Comprehensive Plan on 11/18/08		
Topic:	Capital Improvements Element - 2008 Annual Update		

Describe Project/Proposal

The County is proposing to amend the Vision 2020 Seminole County Comprehensive Plan by adopting text amendments to the Capital Improvements Element of the Seminole County Comprehensive Plan

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

There is no economic impact as a result of this amendment.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

There is no direct economic impact as a result of this amendment to the property owners/tax payers/citizens of this county.

Identify and Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

There are no indirect economic impacts as a result of the adoption of this ordinance.

Citation

Seminole County Home Rule Charter.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Beardall Avenue (2850) Rezone from A-1 (Agriculture) to PCD (Planned Commercial Development)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Joy Williams

EXT: 7399

MOTION/RECOMMENDATION:

1. Approve the request and enact an ordinance for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 6.04± acres, located approximately 1 mile south of the intersection of Beardall Avenue and E. SR 46, and approve the attached Preliminary Site Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, per staff findings (Robert Couch, applicant); or

2. Deny the request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 6.04± acres, located approximately 1 mile south of the intersection of Beardall Avenue and E. SR 46, and authorize the Chairman to execute the Denial Development Order (Robert Couch, applicant); or

3. Continue until a time and date certain.

District 5 Brenda Carey

Joy Williams

BACKGROUND:

The applicant, Robert Couch, is requesting a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development), in order to develop an office/warehouse business park. The proposed Preliminary Site Plan indicates that the project will contain a total building area of 48,000 square feet, which will allow for those uses permitted under the M-1A (Very Light Industrial) district. The Future Land Use designation on the subject property is High Intensity Planned Development - Airport, which allows the requested zoning district.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission met on October 1, 2008, and voted unanimously (5-0) to recommend APPROVAL of the request to rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 6.04± acres, located approximately 1 mile south of the intersection of Beardall Avenue and E. SR 46, with the following condition:

The applicant provide additional buffering for the existing homesite adjacent to the north-east corner of the property by adding a six foot privacy fence along the north-east property lines that are contiguous to the the parcel zoned A-1; also known as parcel ID #04-20-31-300-034A-0000.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 6.04± acres, located approximately 1 mile south of the intersection of Beardall Avenue and E. SR 46, and recommends approval of the attached Preliminary Site Plan, subject to the conditions in the attached Development Order.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Maps and Aerials
4. Maps and Aerials
5. Preliminary Site Plan
6. Proposed Development Order
7. Rezoning Ordinance
8. Denial Development Order
9. Minutes
10. Owner Authorization Form

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

Beardall Avenue (2850) Rezone Rezone from A-1 to PCD		
APPLICANT	Robert Couch	
PROPERTY OWNER	1728 Timocuan Way LLC, C/O Philip L Logas	
REQUEST	Rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).	
PROPERTY SIZE	6.04± acres	
HEARING DATE	P&Z: October 1, 2008	BCC: November 18, 2008
PARCEL ID	04-20-31-300-0340-0000	
LOCATION	Located approximately 1 mile south of the intersection of Beardall Avenue and E. SR 46	
FUTURE LAND USE	High Intensity Planned Development - Airport (HIP-AP)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2008-26	
COMMISSION DISTRICT	#5 – Carey	

PROPOSED DEVELOPMENT:

The applicant is proposing a 48,000 square foot office/warehouse business park which will allow for those permitted uses under the M-1A (Very Light Industrial) district.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant, Robert Couch is requesting a rezone in order to develop a 48,000 square foot office/warehouse business park. The Future Land Use designation of the subject property is High Intensity Planned Development - Airport (HIP-AP), which allows for the requested PCD zoning district. The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PCD (Planned Commercial Development):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (PCD)
Minimum Lot Size	43,560 sq. ft.	N/A
Minimum House Size	N/A	N/A
Minimum Width at Building Line	150 feet	N/A
Front Yard Setback	50 feet	25 feet
Side Yard Setback	10 feet	10 feet
(Street) Side Yard Setback	50 feet	25 feet
Rear Yard Setback	30 feet	10 feet
Maximum Building Height	35 feet	35 feet

COMPATIBILITY WITH SURROUNDING PROPERTIES

The area of Beardall Avenue is in close proximity to the Orlando/Sanford International Airport and has been assigned the Future Land Use Designation of High Intensity Planned Development – Airport (HIP-AP). The HIP-AP Future Land Use Designation has been implemented to encourage and foster growth for airport support uses such as retail, light industrial, office, and warehouse. In recent years, this area has been transitioning from agricultural and residential uses to more intense industrial and office uses. Due to the size of this property, its proximity to major thoroughfares and the Orlando/Sanford International Airport, the proposed development of an office/warehouse business park is consistent with the intent of the HIP-AP Future Land Use.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map, with an effective date of 2007, there appears to be no floodplains on the subject property.

Drainage:

The proposed project is located within the Lake Jesup Drainage Basin, and may have limited downstream capacity. The site will have to be designed to demonstrate capacity of the downstream system or hold the total retention for the 25-year, 24-hour storm event.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3)(c); Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has submitted a Concurrency Deferral Affidavit for this process, and will be required to undergo concurrency review at the time of Final Site Plan.

Utilities:

The site is located in the City of Sanford’s water utility service area, and will be required to connect to the public utilities that are available.

Transportation / Traffic:

The property proposes access onto Beardall Avenue which is classified as a local road and does not have improvements programmed in the County 5-year Capital Improvement Program. The nearest roadways that meet county standards are SR 46 to the north and E. Lake Mary Blvd. to the east.

Buffers / Landscaping

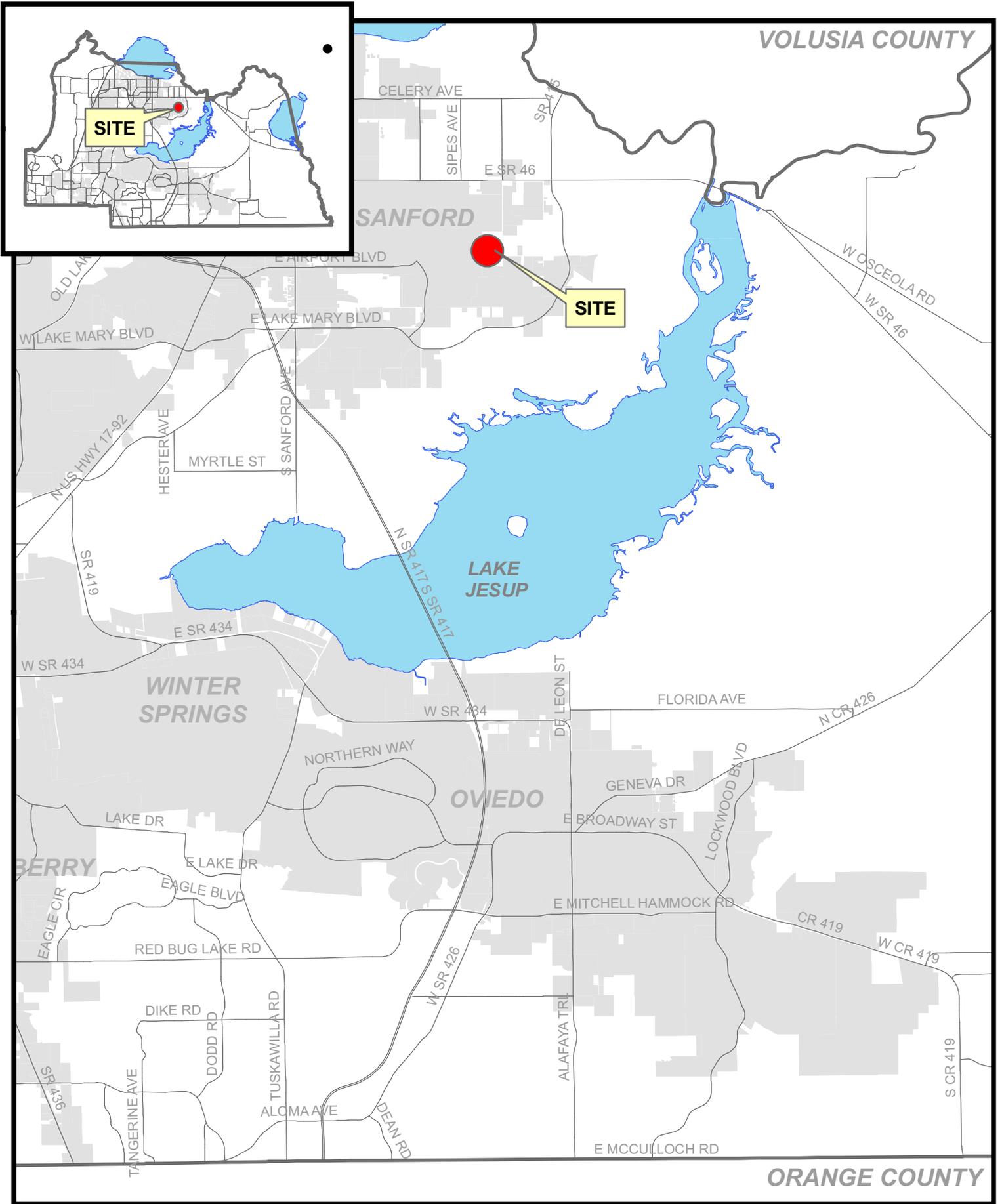
The following proposed buffers are contained in the attached Development Order:

- East: 10’
- West: 10’
- North: 10’
- South: 10’

The landscaping that will be contained in the buffer for the parcel consists of the following:

Buffer	Buffer Width	Length	Total Canopy Trees	Total Understory	Total Shrubs	Structure
North	10’	1310’	27	26	436	3’ Hedge
East	10’	230’	7	7	63	3’ Hedge
South	10’	1310’	53	N/A	435	3’ Hedge
West	10’	230’	6	4	76	3’ Hedge

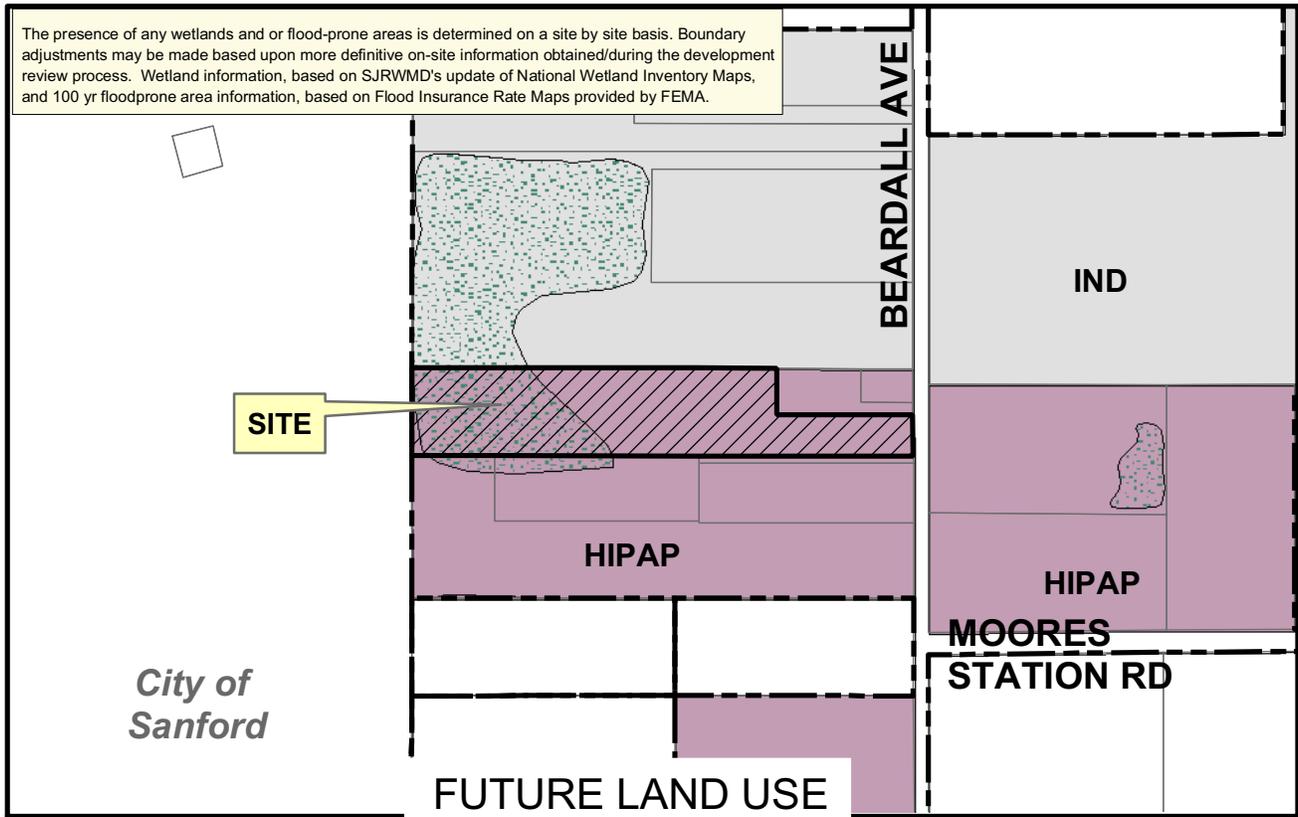
Staff feels the proposed buffers and landscaping is sufficient and meets the intent and regulations of the Land Development Code.



DRAFT

PLEASE SIGN: _____

The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.

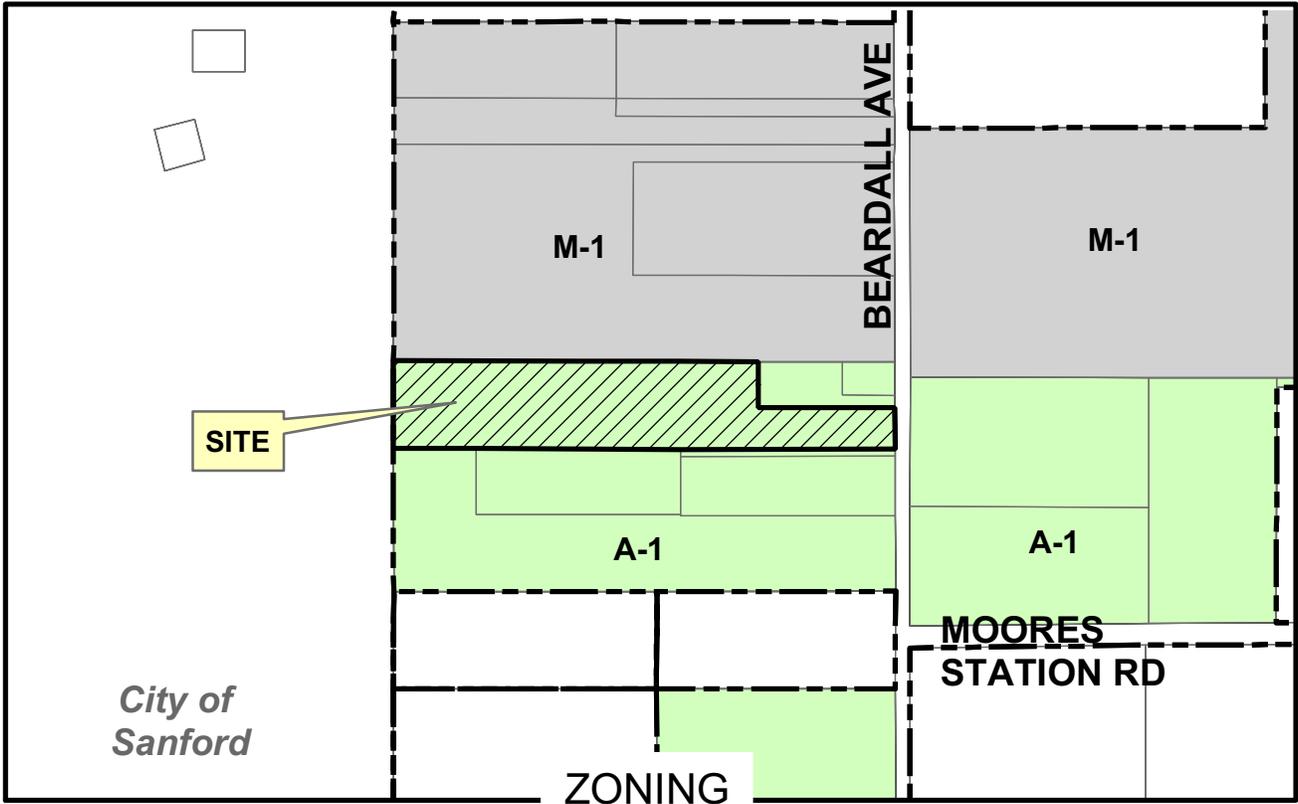


HIPAP
 IND
 Site
 CONS
 Municipality

Applicant: Louis Logas
 Physical STR: 04-20-31-300-0340-0000
 Gross Acres: 6.04 +/- BCC District: 5
 Existing Use: vacant acreage with house
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-026	A-1	PCD

DRAFT PLEASE SIGN:



A-1
 R-1AA
 R-1AAA
 FP-1
 W-1



Rezone No: Z2008-26
From:A-1 To:PCD

- Parcel
- Subject Property



Winter 2006 Color Aerials

PRELIMINARY SITE PLAN FOR:
LOGAS INDUSTRIAL PARK

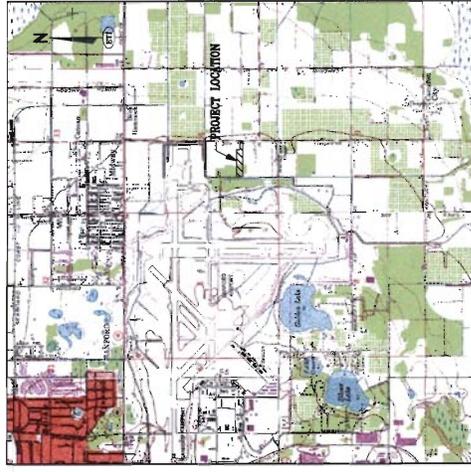
SEMINOLE COUNTY, FLORIDA

SHEET	DESCRIPTION
1	TITLE SHEET WITH LOCATION MAP
2	SURVEY
3	PRELIMINARY SITE PLAN
4	LANDSCAPE PLAN



ENVIRONMENTAL & CIVIL ENGINEERING CONSULTANTS
 ● ENVIRONMENTAL SITE AUDITS
 ● SOIL CONTAMINATION EVALUATION
 ● WATER SAMPLING & ANALYSIS
 3852 SE MARICAMP ROAD
 OCALA, FLORIDA 34480

● SITE PLANS
 ● WATER SYSTEMS
 ● WASTEWATER SYSTEMS
 PHONE: (352) 694-1799
 FAX: (866) 832-0250



OWNER:
 LOUIS P. LOGAS
 1728 TIMOCUAN WAY, LLC
 ALLAMONTIC SPRINGS, FL 32714
 TELE: (407) 982-7387

ENGINEER:
 ENVIRONMENTAL & CIVIL ENGINEERING CONSULTANTS, INC.
 3852 SE MARICAMP ROAD
 OCALA, FLORIDA 34480
 PHONE: (352) 694-1799
 FAX: (866) 832-0250
 CONTACT: ROBERT M. COUCH III, P.E.

SURVEYOR:
 GOMARCKS LAND SURVEYORS, INC.
 8408 E. COLONIAL DRIVE
 SUITE 100
 OCALA, FLORIDA 34487
 TELE: 407-735-1892
 FAX: 407-275-5275

PROJECT INFORMATION:
 64-09-31-300-0140-0000
 A-1, HIP-AP (AIRPORT)
 PUD HIP-AP (AIRPORT)
 PROPOSED ZONING & LAND USE:
 A-1, HIP-AP
 A-1, HIP-AP
 WEST: 81, RP
 WEST: 81, RP

PROJECT DESCRIPTION:
 THIS PROJECT WILL BE THE CONSTRUCTION OF 10,000 SF OF OFFICE AND 38,000 SF OF WAREHOUSE WITH 64,566 SF OF PAVED PARKING. THE SITE IS 100 YEAR 24 HOUR STORM EVENT WILL BE TREATED ON-SITE BY AN ON-SITE SANITARY SEWER TO BE TREATED ON-SITE BY A MOUND SEPTIC SYSTEM. THE SEWER WILL BE TREATED BY THE CITY OF SANFORD AFTER THE PROPOSED REZONING FROM A-1 TO PUD.

PROPERTY ADDRESS:
 2850 BEARDALL AVENUE, SANFORD, SEMINOLE COUNTY, FLORIDA

PERMITS REQUIRED:
 CITY OF SANFORD SITE PLAN PERMIT
 FEDERAL WATER AND SEWER TRANSMISSION
 SEMINOLE COUNTY REZONING

OWNERS CERTIFICATION:
 I HEREBY CERTIFY THAT I AND MY SUCCESSORS AND ASSIGNS SHALL PERPETUALLY AGREE WITH THE DEVELOPMENT ORDER AND OR COMMITMENTS FOR THE PROJECT DEVELOPMENT ON THIS PLAN AS OBTAINED BY SEMINOLE COUNTY AS A RESULT OF THE REZONING.

LOUIS P. LOGAS
 1728 TIMOCUAN WAY, LLC
 DATE: _____

ENGINEER'S CERTIFICATION:
 I HEREBY CERTIFY THAT THE SITE PREPARED FOR THIS PROPERTY MEETS OR EXCEEDS THE RECOMMENDED VALUES SET FORTH IN ASHITO POLICES AND THE FOOT SITE IMPACT HANDBOOK. THE INFORMATION CONTAINED HEREIN IS THE BEST OF MY KNOWLEDGE, WITH THE APPLICABLE STANDARDS AND CODES AND STANDARDS WHICH APPLY TO THE SINGLE COUNTY LAND DEVELOPMENT CODE AND ORDINANCES WHICH ARE NOTED ON DRAWING.

ROBERT M. COUCH III, P.E.
 FLORIDA REG. # 55311
 DATE: _____
 C.D.A. NO. 8882

REVISIONS

NO.	DATE	DESCRIPTION
1	07/15/08	ISSUED FOR PERMIT
2	08/15/08	REVISED PER STATE COMMENTS (08-13-08)
3	09/15/08	REVISED PER STATE COMMENTS (08-13-08)
4	10/15/08	REVISED PER STATE COMMENTS (08-13-08)

SCALE: 1" = 2000'

SEC. 6A, TWP. 20 SOUTH, RGE. 31 EAST

PRELIMINARY SITE PLAN WITH LOCATION MAP
 LOGAS INDUSTRIAL PARK
 SEMINOLE COUNTY, FLORIDA

EMVRO-TECH, INC.
 ENVIRONMENTAL & CIVIL ENGINEERING CONSULTANTS

3852 SE MARICAMP ROAD
 OCALA, FLORIDA 34480

PHONE: (352) 694-1799
 FAX: (866) 832-0250

ENVIRONMENTAL & CIVIL ENGINEERING CONSULTANTS
 3852 SE MARICAMP ROAD
 OCALA, FLORIDA 34480
 PHONE: (352) 694-1799
 FAX: (866) 832-0250

**SEMINOLE COUNTY APPROVAL DEVELOPMENT
ORDER**

On November 18, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: 1728 TIMOCUAN WAY LLC
PHILIP L LOGAS
111 SPRING VALLEY LP
ALTAMONTE SPRINGS, FL 32714

Project Name: Beardall Avenue (2850) Rezone

Requested Development Approval:

Rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Joy Williams, Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. All development shall comply with the Preliminary Site Plan attached as Exhibit B.
- b. The allowable permitted uses for this site shall be in accordance with the permitted uses under the M-1A zoning district.
- c. Maximum allowable building height shall be 35 feet.
- d. The maximum allowable building square footage shall be limited to 48,000 square feet.
- e. Office use is limited to 10,000 square feet, and warehouse use is limited to 38,000 square feet.
- f. Changes in the allocation of uses that affect the minimum parking requirements may require additional parking or require an amendment to this PCD as determined by the Planning Manager.
- g. Outdoor storage shall comply with the Land Development code and shall be screened from adjacent properties.
- h. Outdoor lighting shall consist of cutoff-shoebox style fixtures and shall be limited to 16 feet in height, and no more than 0.5 foot-candles in intensity at the property lines.
- i. Building setbacks shall be as follows:
 - Front: 25'
 - Side: 10'
 - Side Street: 25'
 - Rear: 10'
- j. Buffer yards shall be as follows:
 - West: 10'
 - North: 10'
 - South: 10'
 - East: 10'

k. The landscaping that will be contained in the buffer consists of the following;

Buffer	Buffer Width	Length	Total Canopy Trees	Total Understory	Total Shrubs	Structure
North	10'	1310'	27	26	436	3' hedge
East	10'	230'	7	7	63	3' hedge
South	10'	1310'	53	N/A	435	3' hedge
West	10'	230'	6	4	76	3' hedge

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
 Brenda Carey
 Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, 1728 TIMOCUAN WAY LLC, PHILIP L LOGAS, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

1728 TIMOCUAN WAY LLC
PHILIP L LOGAS

Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Philip L Logas who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2008.

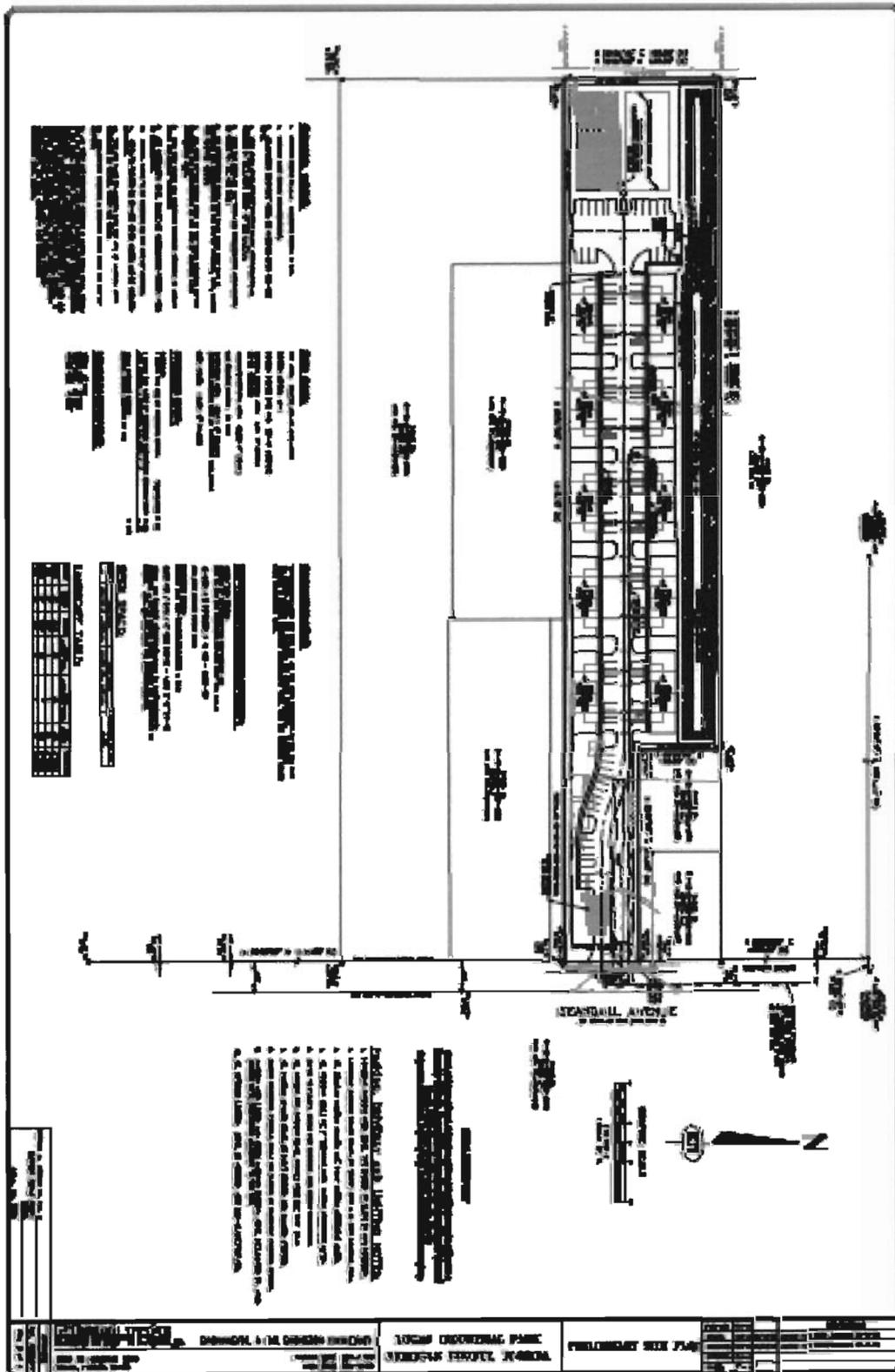
Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A

North 230 feet of South 1,375 feet of East 1/2 of Southwest 1/4 of Section 4, Township 20 South, Range 31 East (Less North 120 feet of East 334 feet and Road), Public Records of Seminole County, Florida.

Subject to: Easements, Rights of Way, Restrictions and Reservations if any.



AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) THE PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Beardall Avenue (2850) Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to PCD (Planned Commercial Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Department and recording of Development Order 08-20500002.

ENACTED this 18th day of November 2008.
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey
Chairman

EXHIBIT A
LEGAL DESCRIPTION

North 230 feet of South 1,375 feet of East 1/2 of Southwest 1/4 of Section 4, Township 20 South, Range 31 East (Less North 120 feet of East 334 feet and Road), Public Records of Seminole County, Florida.

Subject to: Easements, Rights of Way, Restrictions and Reservations if any.

EXHIBIT "A"

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On November 18, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

Property Owner(s): 1728 TIMOCUAN WAY LLC
C/O PHILIP L LOGAS
ALTAMONTE SPRINGS, FL 32714
111 SPRING VALLEY LP

Project Name: Beardall Avenue (2850) Rezone

Requested Development Approval:

Rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).

The Board of County Commissioners has determined that the rezone request from A-1 (Agriculture) to PCD (Planned Commercial Development) district is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Beardall Avenue (2850) Rezone" and all evidence submitted at the public hearing on November 18, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) district should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Brenda Carey, Chairman

Z2008-26

DEVELOPMENT ORDER # 08-20500002

EXHIBIT "A"

North 230 feet of South 1,375 feet of East 1/2 of Southwest 1/4 of Section 4, Township 20 South, Range 31 East (Less North 120 feet of East 334 feet and Road), Public Records of Seminole County, Florida.

Subject to: Easements, Rights of Way, Restrictions and Reservations if any.

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
OCTOBER 1, 2008**

Members present: Matthew Brown, Dudley Bates, Walt Eismann, Kim Day, and Melanie Chase.

Members absent: Ben Tucker and Rob Wolf

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Joy Williams, Planner, Tony Walter, Principal Planner, Development Review Division, Jim Potter, Senior Engineer, Development Review Division, Kathleen Furey-Tran, Assistant County Attorney and Connie R. DeVasto, Clerk to the Commission.

B. Beardall Avenue (2850) Rezone; Robert Couch, applicant; Request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 6.04± acres, located approximately 1 mile south of the intersection of Beardall Avenue and E. SR 46. (Z2008-26)

Commissioner Carey – District 5
Joy Williams, Planner

Joy Williams presented this item and advised that this is a request to rezone from A-1 to PCD on 6.04 acres. The preliminary site plan indicates that the project will contain a total proposed building area of 48,000 square feet, which will allow for those uses permitted under the M1-A (Very Light Industrial) District.

Mrs. Williams further stated that the subject site is located in close proximity to the Orlando Sanford International Airport and has been assigned the Future Land Use Designation of High Intensity Planned Development Airport (HIP-AP). The land use designation has been implemented to encourage and foster growth for the Airport support uses such as retail, light industrial, office and warehouse.

The parcels to the south of the property have an A-1 zoning classification and a HIP-AP Future Land Use Designation. The adjacent parcels to the north have an M-1 zoning classification and an Industrial Future Land Use designation.

The site is located in the City of Sanford water and sewer utility area and will be required to annex into the City in order to connect to public utilities. In recent years, the area has been transitioning from agriculture and residential uses, to more intense industrial and office uses.

Due to the trend of development in the area and its proximity to the airport and major thoroughfares, the proposed development is consistent with the intent of the HIP-AP Future Land Use Designation.

Staff recommends approval of this request subject to the conditions of the Development Order.

The Applicant, Robert Couch, did not make a presentation but stated from the audience that he agreed with Staff's presentation.

No one from the audience spoke in favor of this request.

Michele Harmon of 2830 Beardall Avenue spoke regarding this request and pointed out where her property was on the map. Ms. Harmon advised that one of her concerns is the easement that allows her access to her property. She stated that surveyors came out and put up flags all over the property and she was worried that she would have a problem with access to her property. She further stated that she wondered if she sells her property, would the easement be taken away.

Commissioner Brown advised Ms. Harmon that the easement runs with the land and the Commission cannot do anything to her property that would change the easement.

General discussion ensued regarding how Ms. Harmon acquired the property.

Commissioner Brown advised Ms. Harmon that the subject property would have to annexed into the City of Sanford for utility purposes.

Ms. Harmon advised that she understands that they have to annex, but she has well water and was not annexed into the City and she is worried about the quality of her water.

Commissioner Brown advised Ms. Harmon that the County and St. John's Water Management have stringent requirements for water quality and she shouldn't have a problem.

Ms. Harmon also stated that she is concerned with the types of businesses that might come onto the proposed site because she is worried about the water and any "run off" that might be created from these businesses.

Ms. Harmon further stated that she is also concerned with fencing; the proposed 10 foot area surrounding the site; and the 3 foot hedges that the Applicant is proposing. Regarding the fencing, Ms. Harmon would like to know the type of fencing that will be used as the current fencing is an agricultural type of fence.

The Applicant, Robert Couch, advised that they are proposing shade trees, ornamentals and hedges for the property, but did not have any fencing in their plans at this time.

Mr. Couch further advised that since the property is required to annex into the City of Sanford for the utilities, there shouldn't be any issues with the water quality.

Mr. Couch also stated that any tenants would be required to meet all DEP regulations to protect the groundwater. He also stated that they will not have any floor drains on the proposed site.

Commissioner Brown asked Tina Williamson what the requirements are regarding fencing since the proposed property is adjacent to a residential area.

Tina Williamson, Assistant Planning Manager, advised that due to the fact that the area is zoned A-1 and the Future Land Use is HIP-AP, it is not considered a residential district that is covered under the active/passive buffer standards. She advised that Staff ran the Buffer Model and presented that to the Applicant and they agreed to do the canopy trees, sub-canopy trees and shrubs.

Commissioner Bates asked if the project would have septic at first and then be provided by the City of Sanford once the property has been annexed.

Mr. Couch advised that as far as he knows, sewer will never be available in this area due to some discrepancy between the City of Sanford and the Airport.

Commissioner Bates asked if they will have City water and be on the septic system.

Mr. Couch advised that as far as he knows, yes.

Alison Stettner, Planning Manager, stated that this location is located in the Airport JPA and has been sent to the Airport for their review and comments. She advised that Staff expects comments back by October 31. There is a Joint Planning Agreement we have with the Airport and they are currently reviewing this.

Commissioner Eismann asked Mrs. Stettner if they have the ability to make changes or do they make recommendations to the Board.

Mrs. Stettner stated that they make recommendations to the Board.

Commissioner Eismann stated that he is concerned about the buffering and the property rights of the residential owner. He further stated that he would like to see some type of fencing between the two properties, especially as long as the resident is there.

Mr. Couch advised that they will be happy to install a 6 foot privacy fence along her property to protect her from having to look at their building.

Commissioner Brown stated that this stipulation applies as long as she resides at that location.

Mr. Couch asked if she sells her property prior to the development of the proposed site, would that stipulation go away.

Commissioner Brown advised that it would.

Commissioner Eismann made a motion to recommend approval of this request with the stipulation that a 6 foot privacy fence be installed while the residence is in place and occupied. He further stated that if the adjacent property is sold or rezoned prior to the development, the stipulation would go away.

Commissioner Bates seconded the motion.

The motion passed unanimously 5 – 0.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: PHILIP L. LOGAS, P.A.
Address: 55 E. PINE STREET
Phone #: ORLANDO, FL 32801

Name: LOUIS LOGAS
Address: 111 SPRING VALLEY LOOP
Phone #: ALTAMONTE SPRINGS, FL 32714
407-862-7387

Name: _____
Address: _____
Phone #: _____

Name: _____
Address: _____
Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____
Officers: _____
Address: _____
Directors: _____
Address: _____
Shareholders: _____
Address: _____

Name of Corporation: _____
Officers: _____
Address: _____
Directors: _____
Address: _____
Shareholders: _____
Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____
Trustees: _____
Address: _____

Beneficiaries: _____
Address: _____

(Use additional sheets for more space.)

**SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT**

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____ Name of Partnership: _____
 Principal: _____ Principal: _____
 Address: _____ Address: _____
 (Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: _____ Contract Vendee: _____
 Name: _____ Name: _____
 Address: _____ Address: _____
 (Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

May 14, 2008
 Date

 Owner, Agent, Applicant Signature
 LOUIS LOGAS, MGR
 1728 TIMOCLIAN WAY, LLC

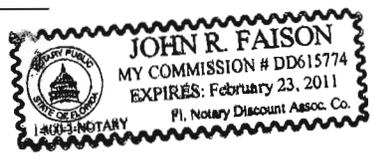
STATE OF FLORIDA
 COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 14th day of May, 2008 by _____

Louis Logas
 Signature of Notary Public

 Print, Type or Stamp Name of Notary Public John R. Faison

Personally Known _____ OR Produced Identification
 Type of Identification Produced FL driver license



For Use by Planning & Development Staff

Date: _____ Application Number: _____

**SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM
(ORIGINAL ONLY)**

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I LOUIS LOEAS, MR - 1728 TIMOCUAN, the fee simple owner of the following
(Owner's Name) WAY, LLC
described property (Provide Legal Description or Tax Parcel ID Number(s)) 04-20-31-300-0340-0000

hereby petition Seminole County to amend the Comprehensive Plan, Future Land Use Map, Official Zoning Map (circle one or more) from A-1 to PCD and affirm that ROBERT M. COUCH III, P.E. is hereby designated to act as my / our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

LOUIS LOEAS, MR
Owner's Name

Owner's Name

[Signature]
Owner's Signature

Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

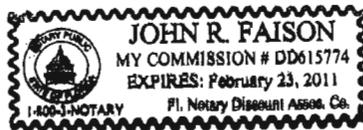
SWORN TO AND SUBSCRIBED before me this 14th day of MAY 2008.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LOUIS LOEAS, who is personally known to me or who has produced FLA. driver license has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of MAY, 2008.

[Signature]
Notary Public in and for the County and State
Aforementioned

My Commission Expires: FEB 23, 2011



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Public Hearing for Ordinance Amending Part 5, Chapter 245, Section 245.81(a) of Seminole County Code

DEPARTMENT: Economic Development

DIVISION: Tourism Development

AUTHORIZED BY: William McDermott

CONTACT: Fran Sullivan

EXT: 2906

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an ordinance amending Part 5, Chapter 245, Section 245.81(a) of the Seminole County Code.

County-wide

William McDermott

BACKGROUND:

This ordinance provides for an additional one percent (1%) Tourist Development Tax. Approval of this amendment to the Seminole County Code will raise the Tourist Development tax to four percent (4%), allowing for 1% to be dedicated exclusively for operation and improvements to County-owned parks and sports venues. The intent is to attract additional sporting event business to the County and increase hotel revenue in a highly competitive market. As the County faces budgetary challenges, the additional revenue generated by the increase will allow the County to move forward with these projects.

Advanced public notification of this public hearing was provided through advertisement in the Orlando Sentinel on October 31, 2008. Additionally, the Board of County Commissioners authorized waiver of an Economic Impact Statement, as citizens are not likely to realize a significant fiscal impact from the proposed Ordinance.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an ordinance amending Part 5, Chapter 245, Section 245.81(a) of the Seminole County Code.

ATTACHMENTS:

- 1. Ordinance

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> Budget Review (Lisa Spriggs, Ryan Switzer)</p> <p><input type="checkbox"/> County Attorney Review (Ann Colby)</p>

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.

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 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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