



**CITY OF ALTAMONTE SPRINGS
COMMISSION AGENDA
DECEMBER 6, 2016**

7:00 P.M. REGULAR MEETING
INVOCATION
PLEDGE OF ALLEGIANCE
APPROVAL OF MINUTES OF REGULAR MEETING OF NOVEMBER 15, 2016
INFORMAL COMMUNICATIONS FROM THE FLOOR

1. PRESENTATION 10 Year Employee Service Recognition
2. PUBLIC HEARING (2nd READING) Ordinance No. 1709-16 – Land Development Code Amendment for open air sales regulations
3. PUBLIC HEARING (1st READING) Ordinance No. 1711-16 – Request to Annex 704 West State Road 436
4. REQUEST FOR APPROVAL 2017 SunRail Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement
5. FINANCE ITEMS
 - A. Request for Approval – Waive Formal Solicitation and Approve Single and Sole Source – Conducted Electrical Weapon and Accessories – Waive the formal solicitation process this fiscal year, and annually for the next four years, and authorize the purchase of conducted electrical weapons and accessories from Taser International
 - B. Request for Approval – Waive Formal Solicitation and Approve Single and Sole Source – Geographic Information Systems Technology – Waive the formal solicitation process and approve Environmental Systems Research Institute, Inc. as a single and sole source provider for the purchase of Geographic Information Systems (GIS) technology this fiscal year, and annually for the next four years

5. FINANCE ITEMS CONTINUED

- C. **Request for Approval – Piggyback Contract Authorization – City Vehicle Purchases** – Authorize the FY2017 purchase of new and replacement vehicles in an amount not to exceed \$1,400,000.00 utilizing Florida Sheriff Association Contracts FSA16-VEL24.0 and FSA16-VEH14.0
- D. **Northlake Blvd Corridor Improvements – Altamonte Hospitality LP Easement Purchase (Parcel 4)** – Approve the purchase and authorize the Mayor to sign the agreement after it is finalized
- E. **Northlake Blvd Corridor Improvements – North Lake Center Owner’s Association Easement Purchase (Parcels 5 and 6)** – Approve the purchase agreement
- F. **Northlake Blvd Corridor Improvements – RCS NORTHLAKE GAR, LLC and CENTRAL-LIPAN, LLC Easement Purchase (Parcel 9)** – Approve the purchase agreement
- G. **Northlake Blvd Corridor Improvements – Mid-America Capital Partners Easement Purchase (Parcels 10 and 10A)** – Approve the purchase agreement
- H. **Northlake Blvd Corridor Improvements – Karl R. and Kelly-Ann T. Crawford Easement Purchase (Parcel 16)** – Approve the purchase and authorize the Mayor to sign the final agreement
- I. **Contract AB15033B02 – Festival Drive Corridor Improvements Change Orders** – Approve Change Orders No. 1 through No. 5 for a contract increase totalling \$400,204.70 to Cathcart Construction Company
- J. **Contract AB15033A, Utility Infrastructure – Spring Oaks** – Approve final payment to Cathcart Construction Company in the amount of \$105,993.72 and accept the closeout documents

Persons with disabilities needing assistance in participating in any of these proceedings should contact the City Clerk Department ADA Coordinator 48 hours in advance of the meeting at 407-571-8122 (Voice) or 407-571-8126 (TDD).

Persons are advised if they wish to appeal any decision made at the hearing/meetings, they will need to ensure that a verbatim record of the proceedings is made which includes the testimony evidence upon which the appeal is to be based, per Chapter 286.0105, Laws of Florida. The City of Altamonte Springs does not provide this verbatim record.



REGULAR MEETING OF THE CITY COMMISSION NOVEMBER 15, 2016

Pursuant to due notice, a regular meeting of the Commission of the City of Altamonte Springs, Seminole County, was held at 225 Newburyport Avenue, in said City on November 15, 2016 at 7:00 p.m.

PRESENT WERE: Mayor Bates, Commissioners Batman, Hussey, & Reece and Commissioner Elect Cushman

ABSENT WAS: Commissioner Wolfram

ALSO PRESENT WERE:

Frank Martz	-	Frank Martz
Mary Sneed	-	Assistant City Attorney
Angela Apperson	-	City Clerk
Mark DeBord	-	Finance Director
John Sember	-	Growth Management Director
Tim Wilson	-	Director of Mobility
Daniel Smutz	-	Chief of Police
Ed Torres	-	Public Works & Utilities Director
Allison Marcous	-	Human Resources Director
Shelly Nooft	-	Leisure Services Director
Meredith Siems	-	Communication Coordinator
Glenn Phillippi	-	Deputy Fire Marshal

Mayor Bates called the meeting to order at 7:00 p.m.

INVOCATION: A moment of silence was observed.

PLEDGE OF ALLEGIANCE: Mayor Bates led the Pledge of Allegiance.

1. ADMINISTRATION OF OATH OF OFFICE TO COMMISSIONER JON BATMAN AND COMMISSIONER ELECT LUCIUS CUSHMAN

City Clerk Angela Apperson administered the Oath of Office, to which Commissioner Jon Batman and Commissioner Elect Cushman accepted. Commission Members shared congratulatory hugs or handshakes with Commissioner Batman and Commissioner Cushman.

SELECTION OF VICE MAYOR

Commissioner Batman noted that he is currently the Vice Mayor. He provided a brief overview of the position responsibilities. Commissioner Batman indicated he has enjoyed serving.

Motion: Nomination and motion made by Commissioner Batman, seconded by Commissioner Hussey to select Commissioner Reece as Vice Mayor. Motion carried unanimously.

2. APPROVAL OF MINUTES OF THE SPECIAL MEETING OF OCTOBER 13, 2016 AND THE REGULAR MEETING OF OCTOBER 18, 2016

Motion: by Commissioner Hussey, seconded by Commissioner Reece, to approve the minutes of the Special Meeting of October 13, 2016 and the Regular City Commission Meeting of October 18, 2016. The motion carried unanimously.

INFORMAL COMMUNICATION FROM THE FLOOR: None

3. PUBLIC HEARING (2ND READING) Ordinance No. 1703-16 and 1704-16 – Request to change the Future Land Use Designation and Rezone 1355 East Altamonte Drive

Mayor Bates opened the Public Hearing. No members of the public appeared before the Commission. Mayor Bates closed the Public Hearing. Assistant City Attorney Mary Sneed read the Ordinance title into the record.

Motion: by Commissioner Batman, seconded by Commissioner Hussey, to pass and adopt Ordinance 1703-16 on second and final reading. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – Absent; Mayor Bates – yes. The motion carried 4-0, after a roll call vote.

Assistant City Attorney Mary Sneed read the Ordinance title into the record.

Motion: by Commissioner Batman, seconded by Commissioner Hussey, to pass and adopt Ordinance 1704-16 as described previously. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – Absent; Mayor Bates – yes. The motion carried 4-0, after a roll call vote.

4. PUBLIC HEARING (2ND READING) Ordinance No. 1706-16 and 1707-16 – Request to change the Future Land Use Designation and Rezone 1390 East Altamonte Drive

Mayor Bates opened the Public Hearing. No members of the public appeared before the Commission. Mayor Bates closed the Public Hearing. Assistant City Attorney Mary Sneed read the Ordinance title into the record.

Motion: by Commissioner Hussey, seconded by Commissioner Reece, that the Commission pass and adopt Ordinance 1706-16 on second and final reading. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – Absent; Mayor Bates – yes. The motion carried 4-0 after a roll call vote.

Assistant City Attorney Mary Sneed read the Ordinance title into the record.

Motion: by Commissioner Reece, seconded by Commissioner Batman, that we pass and adopt Ordinance 1707-16 on second and final reading. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – Absent; Mayor Bates – yes. The motion carried 4-0, after a roll call vote.

5. PUBLIC HEARING Ordinance No. 1709-16 – Land Development Code
(1ST READING) Amendment for open air sales regulations

Mayor Bates opened the Public Hearing. No members of the public appeared before the Commission. Mayor Bates closed the Public Hearing. Assistant City Attorney Mary Sneed read the Ordinance title into the record.

Motion: by Commissioner Hussey, seconded by Commissioner Batman, that the Commission approve Ordinance No. 1709-16 on first reading and set second reading for December 6, 2016. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – Absent; Mayor Bates – yes. The motion carried 4-0, after a roll call vote.

6. PUBLIC HEARING Resolution No. 1317 – Determining the Necessity of
Acquiring Certain Real Property and Easements along
the Proposed Amanda Street Extension from Jackson
Street to Station Street, Altamonte Springs, Seminole
County, Florida, for the Purposes of Constructing and
Installing a new Roadway and Directing
Condemnation of the Necessary Property

Mayor Bates opened the Public Hearing. No members of the public appeared before the Commission. Mayor Bates closed the Public Hearing.

Motion: by Commissioner Batman, seconded by Commissioner Reece, to Pass and adopt Resolution No. 1317, determining the Necessity of Acquiring Certain Real Property and Easements along the Proposed Amanda Street Extension from Jackson Street to Station Street, Altamonte Springs, Seminole County, Florida, for the Purposes of Constructing and Installing a new Roadway and Directing Condemnation of the Necessary Property. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Commissioner Wolfram – Absent; Mayor Bates – yes. The motion carried 4-0, after a roll call vote.

7. REQUEST FOR APPROVAL Request for Reduction of Code Enforcement Board
fines for 504 Lavon Drive

Mr. Pandora expressed his appreciation for any consideration the Commission provided. City Manager Martz explained the details of the Code Enforcement case; noted the property is in compliance today and recommended waiving all fees except for \$1,388.33, which represents the actual out of pocket costs to the City. Mr. Pandora agreed with Mr. Martz's recommendation.

Motion: Motion made by Commissioner Reece, seconded by Commissioner Batman to reduce the Code Enforcement Lien on the property located at 504 Lavon Drive from \$40,310.94 to \$1,388.33, if paid within 30 days. Motion carried unanimously.

8. DISCUSSION City Manager Review

Commissioner Batman indicated Mr. Martz is doing an exceptional job.

Motion: Motion made by Commissioner Batman, seconded by Commissioner Reece to approve a 3.7% merit raise to the City Manager, which represents the overall average merit awarded to City employees. Motion carried unanimously.

City Manager Martz thanked the City Commission for all the support given to him and all the employees.

9. FINANCE ITEMS
- A. Central Parkway Corridor Improvements – PFL Properties, LLC Right of Way Purchase – Approve the purchase agreement
 - B. Request for Approval – Alternate Source Contract Authorization – Montgomery Road Rehabilitation Project – Authorize the utilization of several Seminole County contracts to complete various construction tasks related to the Montgomery Road Rehabilitation Project for an estimated combined amount of \$1,158,600
 - C. Solicitation Award – RFP-17-001-CE CMAR – City Wide Audiovisual & Lighting Replacement & Enhancements – Approve RFP-17-001-CE Evaluation Committee’s ranking, authorize staff to negotiate a contract with the top ranked firm, Wharton-Smith, Inc., and authorize the Mayor to execute the final negotiated contract
 - D. Traffic Signal Upgrades - State Road 436 at Boston Avenue and at Northlake Boulevard, Central Parkway at Center Pointe Circle and at Raymond Avenue, Contract 602346-15B – Approve final payment to Traffic Control Devices in the amount of \$29,838.19
 - E. Waive Formal Solicitation and Approve Single Source – I-4 Ultimate Lighting Upgrades – Waive the formal solicitation process and approve SGL Contractors as the single source provider to upgrade the lighting related to the I-4 Ultimate project at a cost of \$132,774.59

Mayor Bates read the item titles into the record.

Motion: by Commissioner Hussey, seconded by Commissioner Reece, that the Commission approve Finance Items A through E. The motion carried unanimously.

INFORMAL COMMUNICATION FROM THE FLOOR: None

REPORTS:

ASSISTANT CITY ATTORNEY MARY SNEED wished everyone a great Thanksgiving.

CITY MANAGER FRANK MARTZ:

- Congratulated Commissioner Batman and Cushman on their election to office. Mr. Martz reiterated, on behalf of all the employees, that the uniqueness of this Commission and the support you have for the employees is extraordinary.
- Reminded everyone of the tree trimming on December 2, 2016 from 9-11 am.
- Noted the Coalition of Babe Ruth Athletes 10U team won the 10 and under fall championship and spoke of their improvement over the year. Mr. Martz noted Shelly Nooft, Steve Falk, Ryan Thompson, Daniel Yarborough and Ken Kelly collectively increased program participation by 20%.
- Explained this is the last City Commission Meeting before Mark Butler retires. He explained that Mr. Butler did not want any type of celebration; however, it was important to acknowledge his exceptional service to the City, to Mr. Penland and his assistance to him as he transitioned into the City Manager's Office. Mr. Martz indicated the impact Mr. Butler has had on the City is well beyond calculation and leaves hard shoes to fill. Mr. Martz encouraged everyone to wish him well before his last day on December 1st.
- Wished everyone a Happy Thanksgiving.

COMMISSIONER BATMAN:

- Noted the Police Explorers participated in a campout and finished first in the obstacle course challenge.
- Wished everyone a Happy Thanksgiving.

COMMISSIONER REECE:

- Noted that Buddy Ball's last game for the fall is this weekend. She thanked all of the individuals who help with the games and encouraged others to either attend or volunteer.
- Explained the Buddy Ball Fundraiser is in January to ensure there are not participant fees for the players.
- Welcomed Commissioner Cushman to the Commission and noted prior service to the City.
- Thanked Commissioner Batman for staying on the Commission.

COMMISSIONER HUSSEY welcomed Commissioner Cushman to the City Commission and complimented his prior service on other boards.

COMMISSIONER CUSHMAN:

- Thanked Commissioner Steve Wolfram for his 17 years of service; for being his District II Commissioner and for his past service on other boards.
- Thanked fellow Commissioners for their support/encouragement.
- Thanked Staff Members for their assistance as he becomes acquainted with the elections processes and the City.
- Indicated he was very impressed with the organizational chart and was happy to be a part of the City's leadership.
- Thanked his wife Jackie for her support and encouragement and expressed happiness over the attendance by his children/grandchildren.
- Wished everyone a Happy Thanksgiving.

MAYOR BATES:

- Thanked Commissioner Batman for continuing to run for Office and continue the positive direction for the City.
- Congratulated Commissioner Cushman on his election to office.
- Noted she participated in "Civics Class" at Teague Middle School; where she explained how City Government works. She thanked the Staff for all their hard work and the Commission for working together.
- Noted the wonderful Halloween festivities at Cranes Roost Park and thanked the Police Department and the Parks Department for the Event.

- Thanked the Police Department for the Veterans Day Ceremony held at the mall. She indicated it is an honor to attend and noted it is growing every year.
- Extended Happy Thanksgiving wishes to everyone.

The meeting adjourned at 7:38 p.m.

ATTEST:

MAYOR

CITY CLERK



Meeting Date: December 6, 2016

From: Allison Marcous
Allison Marcous, H.R. Director

Approved: [Signature]
Franklin W. Martz, II, City Manager

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: 10 Year Employee Service Recognition

SUMMARY EXPLANATION & BACKGROUND:

The following employees are being recognized for earning the 10 Year Distinguished Service Award.

Robert Smith	Leisure Services
Eveline Bennett	Leisure Services
Jerry Sullivan	Leisure Services
Joseph Badders	Leisure Services
Roderick Carroll	Leisure Services
David Miller	Police
Marcos Ramirez	Police
Kristoffor Tomich	Police
Michael Cornell	Police
Michael Bodnar	Public Works
Leonard Hammock	Public Works
Jose Martinez	Public Works
Kevin Dennis	Public Works
Jason Taylor	Finance

FISCAL INFORMATION: N/A

RECOMMENDED ACTION: N/A



Meeting Date: December 6, 2016

From: John Sember
John Sember, Growth Management Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Ordinance No. 1709-16 (2nd Reading) - Land Development Code Amendment for open air sales regulations.

SUMMARY EXPLANATION & BACKGROUND:

The proposed amendment revises and consolidates the open air sales regulations in the Land Development Code, section 3.44.22.

At its October 12, 2016 meeting, the Planning Board recommended approval of the proposed amendment to the Land Development Code.

FISCAL INFORMATION: Not Applicable

RECOMMENDED ACTION: PASS AND ADOPT Ordinance 1709-16 on second and final reading.

ORDINANCE NO.: 1709-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, RELATING TO OPEN AIR SALES; AMENDING THE CODE OF ORDINANCES, CHAPTER 28, "LAND DEVELOPMENT CODE," BY AMENDING THE DEFINITION OF "OPEN AIR SALE" IN SECTION 1.2.1, "DEFINITIONS;" OF ARTICLE I, "GENERAL PROVISIONS;" BY REPEALING IN ITS ENTIRETY SECTION 3.44.22, "OPEN AIR SALES," OF DIVISION 44, "SUPPLEMENTAL DISTRICT REGULATIONS," OF ARTICLE III, "ZONING REGULATIONS," OF CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE ALTAMONTE SPRINGS CODE OF ORDINANCES, AND ENACTING NEW SECTION 3.44.22, "OPEN AIR SALES," TO REVISE THE REGULATIONS GOVERNING OPEN AIR SALES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Land Development Code sets forth regulations for open air sales; and

WHEREAS, the City Commission of the City of Altamonte Springs finds that open air sales should have reasonable regulations to protect public safety by placing certain regulations regarding lighting, lot grading, parking, signage, vehicle access and mobility, pedestrian travel areas and safe mobility, as well as other similar requirements; and

WHEREAS, the City Commission of the City of Altamonte Springs finds that unregulated open air sales areas have a potential to decrease the aesthetic appeal of the property upon which the sale is held if certain regulations to prevent same are not in place; and

WHEREAS, the City Commission of the City of Altamonte Springs finds that unregulated open air sales can create hazards and adversely impact adjacent properties through increased noise and traffic; and

WHEREAS, the City Commission of the City of Altamonte Springs finds that reasonable limitations on the number and location of open air sales upon any particular property during a year period is advisable to prevent adverse impact to adjacent properties; and

WHEREAS, the City Commission of the City of Altamonte Springs finds that certain areas of the City would be appropriate for more numerous open air sales events given the location of the property, the intensive use of the property and similar uses and intensities in the surrounding neighborhood; and

WHEREAS, the City Commission finds that the regulations regarding garage sales need updating; and

WHEREAS, the City Planning Board reviewed and recommended approval of this ordinance 1709-16 on October 12, 2016; and

WHEREAS, the City Commission of the City of Altamonte Springs finds that it is advisable to update and revise the regulations for open air sales; and

WHEREAS, the City Commission of the City of Altamonte Springs finds that this ordinance promotes the general welfare and is in the best interests of the citizenry of Altamonte Springs and general public.

NOW, THEREFORE, be it ordained by the City Commission of the City of Altamonte Springs, Florida, as follows:

SECTION ONE: Section 1.2.1, "Definitions," of Article I, "General Provisions," of Chapter 28, "Land Development Code," of the Altamonte Springs Code of Ordinances is hereby amended to revise the following definition, which definition shall be codified alphabetically into the existing definitions set forth in said Section:

1.2.2 – Definitions.

* * *

Open air sale. The outside sale of goods and services that would include, but not be limited to, the following: Farmers Flea markets, on-site sidewalk sales, fruit and vegetable sales and sales of agricultural products typically associated with a holiday, such as Christmas tree sales or pumpkin sales.

SECTION TWO: Section 3.44.22, "Open air sales," of Division 44., "Supplemental District Regulations," of Article III, "Zoning Regulations," of Chapter 28, "Land Development Code," of the Altamonte Springs Code of Ordinances is hereby repealed in its entirety and new section 3.44.22, "Open air sales," is hereby enacted to read as follows:

3.44.22 - Open air sales.

Open air retail sales are the outside sale of goods and services that would include, but not be limited to the following: Farmers markets, on-site sidewalk sales, fruit and

vegetable sales, and sales of agricultural products typically associated with a holiday such as Christmas tree sales or pumpkin sales.

3.44.22.1 Prohibited uses. Open air sales are prohibited on premises being used as an automobile service station and in multifamily developments.

3.44.22.2 Permitted uses:

3.44.22.2.1 Open air sales. Open air sales are permitted subject to the following:

- a. The location of the open air sale shall be in approved commercially zoned areas of C-G, MOC-1, MOC-2, MOC-3, PUD-MO, PUD-COM, and in other areas as approved by the director of growth management or designee. Open air sales may be permitted in other zoned areas when approved by the director of growth management or designee, if the following conditions exist:
 1. The open air sale will consist only of sales of Christmas trees, pumpkins or other agricultural products customarily associated with a specific holiday; and
 2. The proposed location is such that it is determined by the city to be appropriate for temporary retail sale of agricultural products customarily associated with a specific holiday despite the lack of C-G, MOC-1, MOC-2, MOC-3, PUD-MO, or PUD-COM zoning; and
 3. The proposed location and activity is set forth in a manner that the impact to neighboring properties is negligible, including noise levels, lighting, traffic volume and hours of operations; and
 4. Sales are only permitted up to 30 days prior to any holiday and subject to the other limitations contained in 3.44.22.2 including a limitation on the total number of days within a calendar year.
- b. Submission of written notarized permission from the property owner.
- c. If the proposed open air sale is on a developed parcel, use of any parking spaces required for the existing development for the proposed open air sale shall not be permitted. Parking requirements for the proposed open air sale, whether on a developed or vacant parcel, shall be based on current land development code parking regulations. Exception: Where the applicant for an open air sale permit can clearly demonstrate that the provided required parking spaces can accommodate the open air sale activity and the existing development demand, the growth management director or designee is authorized to approve up to 25% of the required spaces being temporarily allocated for the open air sale activity. This granting of this exception is solely at the discretion of the growth management director or designee based on the adequacy of the justification provided by the applicant.
- d. The maximum number of open air sales per development site or undeveloped parcel during the calendar year is four. The maximum

- cumulative time limit for open air sales per development site or undeveloped parcel shall be 30 days for each calendar year. The one year calendar year period shall start on January 1st.
- e. Minimum setbacks shall be 50 feet from property lines adjacent to State Road 436 and State Road 434 and 25 feet from all other property lines.
- f. A permit from the building/fire safety division shall be required along with payment of the required fee. The permit application shall demonstrate compliance with and shall contain:
1. All items required in Section 3.44.22; and
 2. A plan indicating setbacks, proper ingress and egress, proper vehicular circulation, parking, lighting, curb cuts, stop signs, turning movements, stop bars, traffic control signage, source of electric service, restroom accommodations, storage, site topography, existing or proposed structures and/or tents, accessible access, stabilization material of the driving surfaces, signage or other attention getting devices and hours of operations; and
 3. An itemized list of items intended for sale, along with a list of proposed inventory. (The sale of illegal or unlawful items, or items defined as a high-hazard group H occupancy as defined in the Florida Building Code are prohibited and the wholesale of any product is prohibited.)
 4. Other documentation as requested by the city in order to assure safe and legal operation of the open air sale activity.
- g. A business tax receipt from the city clerk's office shall be required.
- h. An open air sale permit and compliance with section 3.44.22.2 is not required for open air sale events authorized by the city and occurring at a city park property or on certain city right-of-way within the regional business center - core east activity center.
- i. An activity receiving an approved special event permit which contains open air sales as a clearly ancillary activity (such as food sales, arcade activities and the like) within the special event activity shall be exempt from the permit provisions of 3.44.22, however, the criteria and standards of 3.44.22 shall be met. Further, open air sales shall not be classified as a special event in order to avoid compliance with the provisions of 3.44.22.
- j. Open air sales on vacant parcels shall be on a minimum parcel size of at least 1 acre and be limited to the sale of Christmas trees, pumpkins, or other agricultural products typically associated with a holiday.
- k. Open air sales on developed sites shall be on a minimum parcel size of at least 10 acres. Exceptions:

1. Open air sales of Christmas trees, pumpkins or agricultural products typically associated with a holiday, shall be on developed sites at least 2 acres in size.
 2. Open air sales directly related to the on-site commercial activities associated with the existing development shall be on developed sites at least 2 acres in size.
- l. Open air sales shall be permitted one double-faced sign not to exceed 32 square feet per face. No V-shaped signs shall be permitted.
- m. In addition to the provisions required for open air sales, cart and wagon food sales shall be permitted on developed sites subject to all of the following additional conditions:
1. Wagons or carts shall not be permitted to be stored on or sell from within the public right-of-way; and
 2. Locations shall not impede vehicular or pedestrian traffic; and
 3. Shall only have one sign on each side of the cart or wagon not exceeding eight square feet; and
 4. Cart or wagon food sales are not subject to the maximum operation limitation of 30 days in a calendar year. Approved cart or wagon food sales may operate year round; and
 5. Cart or wagon food sales shall be for on- or near-premises consumption or the food product shall be delivered in a condition of readiness which would permit immediate consumption; and
 6. Locations shall be approved by the growth management director or his/her designee. In approving a proposed location, the growth management director or designee shall consider:
 - (a.) Relationship to public improvements; and
 - (b.) Relationship to streetscape; and
 - (c.) Operating hours; and
 - (d.) Pedestrian access; and
 - (e.) Vehicular traffic flow; and
 - (f.) Other safety, location or operating features.
 7. The provisions of this section shall not prohibit, regulate or require an open air sale permit for mobile food vehicles serving construction sites with active building permits; and
 8. Food trucks shall be not be regulated under this section but shall be regulated under section 24-15 of the Code of Ordinances.

3.44.22.2.3 Garage sales/yard sales:

- a. Shall be limited to residential areas, a maximum of four consecutive days, no more than two times a year (12 consecutive months beginning January 1st of each year);
- b. Shall be permitted to have no more than one double-faced sign not to exceed six square feet per face located on subject property;
- c. No off-site garage sale signs shall be permitted or allowed (including directional or advertisement).

~~3.44.22 — Open air sales.~~

~~The outside sale of food, goods and services that would include, but not be limited to the following: Flea markets, sidewalk vending and sales, fruit and vegetable sales, temporary amusement or recreational activity and Christmas tree sales.~~

~~3.44.22.1 Prohibited uses. Open air sales are prohibited on premises being used as an automobile service station and in multifamily developments.~~

~~3.44.22.2 Permitted uses:~~

~~3.44.22.2.1 Holiday sales. Holiday sales are permitted subject to the following:~~

- ~~a. Location shall be in approved commercially zoned areas of C-G and in other areas as approved by the director of growth management.~~
- ~~b. Submission of written notarized permission from the property owner to the inspection services division.~~
- ~~c. Use of any required parking spaces for such sales shall not be permitted (parking requirements shall be based on current regulations).~~
- ~~d. Maximum number of sales per site during the period of one year starting on January 1 of each year is six including both holiday sales and other open air sales, et. al. Exception: Sales and events shall be allowed on an unlimited basis in the Cranes Roost Lake Park.~~
- ~~e. The maximum time limit per site for both holiday sales and other open air sales, et al, shall be 30 days during the period of one year starting January 1 of each year.~~
- ~~f. The following is the list of holidays approved for purposes of this section: New Years, Easter (Friday—Sunday), Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving and Christmas.~~
- ~~g. Minimum setbacks shall be 50 feet from arterial roadways (i.e., S.R. 436, S.R. 434) and 25 feet from all property lines.~~

- ~~h. Proper ingress and egress shall be required.~~
- ~~i. A permit from the inspection services division shall be required.~~
- ~~j. An occupational license from the city clerk's office shall be required.~~
- ~~k. Any sale that is held within one week of the holidays listed above will be considered to be consistent with the intent of this section. Any other holidays will have to be submitted as a request to the growth management director at least 30 days in advance of the sale with a final decision to be made by the city commission or the city manager.~~

~~3.44.22.2.2 Open air food sales, including cart and wagon sales shall be permitted subject to the following:~~

- ~~a. Location shall be in approved commercially zoned areas of MOC-3 and MOC-2; also MOC-1 when located inside an activity center.~~
- ~~b. Cart or wagon may not be moved more than four times per year.~~
- ~~c. Sales shall be for on- or near-premises consumption or the food product shall be delivered in a condition of readiness which would permit immediate consumption. The sale of food products requiring further preparation is prohibited, the sale of fruits and vegetables commonly eaten raw is permitted. Farmers markets or similar type sales of food products in amounts in excess of single servings are prohibited.~~
- ~~d. Submission of written notarized permission from the property owner and a map of property indicating placement of cart or wagon.~~
- ~~e. Use of any required parking spaces for such sale may not be permitted (parking requirements shall be based on current requirements).~~
- ~~f. Minimum setbacks shall be 50 feet from arterial roadways (i.e. S.R. 436, S.R. 434) and 25 feet from all property lines.~~
- ~~g. Location shall be approved by the growth management director or his/her designee. In approving a proposed location, the growth management director shall consider the following items:
 - ~~1. Vehicular traffic flow;~~
 - ~~2. Pedestrian access and flow;~~
 - ~~3. Relationship to public improvements;~~
 - ~~4. Relationship to activity center street scape;~~
 - ~~5. Operating hours;~~~~

~~6. Consistency of the result of a location with established city plans and goals.~~

~~h. Shall be located in such a manner as not to impede vehicular or pedestrian traffic.~~

~~i. One sign, not to exceed eight square feet per side, on cart or vehicle used in said sale shall be permitted.~~

~~j. Owner of cars and/or wagons shall be members of a licensed commissary for food preparation and maintenance of carts.~~

~~k. An occupational license shall be required from the city clerk's office.~~

~~l. Payment of a review fee.~~

~~3.44.22.2.3 Other open air sales and temporary amusement or recreational activity. Other open air sales shall be permitted subject to the following:~~

~~a. Shall be allowed on properties zoned MOC 1, MOC 2, MOC 3, Institutional or C-G and Commercial PUD.~~

~~b. Minimum setbacks shall be 50 feet from arterial roadways (i.e., S.R. 436, S.R. 434) and 25 feet from all other property lines.~~

~~c. Shall be located on vacant lots of minimum one acre in size or on developed lots a minimum of ten acres in size and must meet both size requirements and current parking requirements of the zoning district to be eligible for a permit.~~

~~d. Maximum number of sales per site during the period of one year starting on January 1 of each year is six including both open air sales, et al and holiday sales.~~

~~e. The maximum time period per site for both open air sales and holiday sales shall be 30 days during the period of one year starting January 1 of each year.~~

~~f. Shall submit written notarized permission from the property owner to the inspection services division.~~

~~g. Shall not use any required parking spaces for such sale (parking requirements shall be based on current regulations then in effect at the time application is made).~~

~~h. Shall be permitted to have not more than one double-faced sign not to exceed 16 square feet per face.~~

~~i. Shall require a permit from the building inspection services division; the fee shall be as otherwise established by the city.~~

~~j. Shall require a business tax receipt from the city clerk's office.~~

~~3.44.22.2.4 Garage sales/yard sales:~~

- ~~a. Shall be limited to a maximum of seven consecutive days, no more than two times a year (12 consecutive months);~~
- ~~b. Shall be permitted to have no more than one double-faced sign not to exceed eight square feet per face located on subject property;~~
- ~~c. No off-site garage sale signs shall be permitted or allowed (including directional or advertisement).~~

SECTION THREE: Codification in Code. It is the intent of the City Commission that the provisions of this Ordinance shall become and be codified as a part of the City Code of Ordinances/Land Development Code and that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions.

SECTION FOUR: Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION FIVE: Severability. If any provisions of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the 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 SIX: Effective Date. This ordinance shall become effective immediately after passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

PAT BATES, MAYOR
City of Altamonte Springs, Florida

ATTEST:

ANGELA M. APPERSON, CITY CLERK

Approved as to form and legality
for use and reliance by the City
of Altamonte Springs, Florida

JAMES A. FOWLER, ESQ.
CITY ATTORNEY



Municipal Planning Board Staff Report

City of Altamonte Springs
Growth Management Department

APPLICATION INFORMATION

DATE OF HEARING:	October 12, 2016 (Report Revised October 13, 2016 ¹)
REQUEST FOR APPROVAL OF:	Ordinance amending the open air sales regulations in the Land Development Code
ORDINANCE NO.:	1709-16
PUBLIC HEARING:	Yes
DESCRIPTION:	Land Development Code amendment to consolidate and update the open air sales regulations in Land Development Code section 3.44.22
GROWTH MANAGEMENT DEPT. PROJECT NUMBER:	16-200000005
APPLICANT:	Applicant: City of Altamonte Springs

STAFF EVALUATION AND FINDINGS

1. PROPOSAL.

This proposed amendment revises the open air sales regulations in the City's Land Development Code (LDC).

2. MATERIALS PROVIDED FOR REFERENCE.

Proposed ordinance amending section 3.44.22.

3. CODE AMENDMENT SUMMARY.

¹ Staff report revised on October 13, 2016, to clarify the duration of cart and wagon food sales in the table on page 3 as indicated.

The following are highlights of the proposed code amendment. Refer directly to the ordinance for specific changes.

- The description of open air sales is updated. Sidewalk vending and sales is changed to on-site sidewalk sales; Christmas tree sales is broadened to be the sales of agricultural products typically associated with a holiday; temporary amusement or recreational activity is deleted because it is addressed through the special event permit process.
- The current regulations have three separate sections for holiday sales, open air food sales, and other open air sales and temporary amusement or recreational activity. The text of the three sections was almost identical, and the differences in the requirements were difficult to identify. The proposed ordinance consolidates those sections together and identifies situations where there are exceptions or specific differences.
- The zoning districts where open air sales are allowed were made consistent for the various types of sales, as was the ability for discretionary approval by the Growth Management Director in other zoning districts. However, such discretionary approval is limited to the sales of agricultural products typically associated with a holiday, such as Christmas tree sales, pumpkin sales, etc. This discretionary allowance is largely intended to address activities by churches or private schools, which oftentimes are not located in commercial zoning districts.
- Continued with the use of required parking spaces for an open air sale is not permitted, but added an allowance to use up to 25% of the required spaces if the applicant can demonstrate that the provided parking spaces can accommodate both the open air sale activity and the existing development demand. This change better addresses some of the real-world conditions.
- Added a list of specific information to provide on the plan or with the permit application submittal to better guide applicants and review staff.
- Specifically exempts the permit requirement for open air sales that are ancillary to a special event permit.
- For open air sales on vacant parcels, the minimum parcel size is established as one acre for the sale of agricultural products typically associated with a holiday. Other types of sales on vacant parcels are not authorized.
- For open air sales on developed parcels, the minimum parcel size is established as 10 acres, with two exceptions: It is two acres for the sale of agricultural products typically associated with a holiday or for sales directly related to the on-site commercial activity.

- The maximum duration of an individual garage sale is changed from seven consecutive days to four consecutive days.

The following table compares the existing regulations to the proposed ordinance:

Standard	Existing Regulations			Proposed Ordinance
	Holiday	Food	Other	
Location:				
C-G Commercial-General	X		X	X
MOC-1 Mixed-Office/ Commercial		In Activity Centers	X	X
MOC-2, MOC-3		X	X	X
IN Institutional		X	X	
PUD-COM (Commercial)			X	X
PUD-MO (Mixed/Other)				X
Other Areas as Approved by Growth Mgt Director	X			Holiday Agricultural Products Only
Maximum Number per Year	6*	N/A	6*	4 Except Cart and Wagon Sales Permitted for Continuous Operation**
Maximum Days per Year	30*	N/A	30*	30 Except Cart and Wagon Sales Permitted for Continuous Operation**
Minimum Setbacks:				
SR 436 and SR 434	50 Feet	50 Feet	50 Feet	50 Feet
Other Property Lines	25 Feet	25 Feet	25 Feet	25 Feet
Minimum Parcel Size:				
Undeveloped	N/A	N/A	1 Acre	1 Acre (Permitted for Holiday Agricultural Products Only)
Developed	N/A	N/A	10 Acres	10 Acres, Except: 2 Acres for Holiday Agricultural Products or Related to On-site Activities
Signs	Not Indicated	8 SF on Cart x2	16 SF x 1	32 SF x 1 Carts: 8 SF on Cart x2
*Cumulative amount of time for both holiday sales and other sales.				
**Item clarified in October 13, 2016, staff report revision.				

4. NEXT STEP.

The recommendation of the Planning Board on this ordinance will be presented to the City Commission at two public hearings prior to the requested adoption.

RECOMMENDATION

The Growth Management Department requests the Planning Board take the following action regarding this request: Recommend **APPROVAL** of proposed Ordinance No. 1709-16.

ADVISEMENTS

General Advisements

Persons are advised that if they decide to appeal any decision made at this meeting, they will need a record of the proceedings and for such purposes, they will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Altamonte Springs does not provide this verbatim record. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk Department ADA Coordinator at least 48 hours in advance of the meeting at (407) 571-8121(Voice) or (407) 571-8126 (TDD).

This report was prepared by the Altamonte Springs Growth Management Department (407) 571-8150.

LDC Amend Open Air Sales Ord 1709-16 PB Report



Municipal Planning Board

City of Altamonte Springs
Growth Management Department

Meeting Minutes

October 12, 2016

6:30 P.M.

REGULAR MEETING

Board members present: Paul Marczak, Chairman; Lucius Cushman; Charles Wallace; Robert Licato; and David Konstan.

Board member(s) absent: Bob O'Malley, Vice Chairman.

Staff present: John Sember, Director of Growth Management; Cathleen Craft, Chief Planner; Tina Demostene, Development Services Manager; Alisha Maraviglia, Senior Planner; Mary Sneed, Assistant City Attorney; Tony Apfelbeck, Fire Marshal/Building Official; and Shay Torres, Recording Secretary.

REGULAR MEETING

The Chairman called the meeting of the Planning Board to order at 6:30 p.m.

1. ANNOUNCEMENTS

- a) **Introductions** – The Chairman introduced the Board Members and Staff.
- b) **Votes Required** – The affirmative vote of four members of the Planning Board is necessary for any item.
- c) **Document Submittal** – The Chairman read the following statement into the record:

Any documents being submitted or displayed for Board review will become the property of the City and made a part of the application's official case file. Pursuant to State of Florida public records law, said documents become public record and are subject to public review. Submitted documents are not returnable. Should you need copies for your records, direct your requests to the Board Secretary.

Final version – has been reviewed and approved by the Planning Board

City of Altamonte Springs, Planning Board
October 12, 2016

2. **PRELIMINARY BUSINESS**

a) **Approval of Minutes – September 14, 2016**

Motion made to approve minutes, for September 14, 2016, Planning Board Meeting. Motion made by Lucius Cushman, seconded by Charles Wallace. Motion carried unanimously (5-0).

b) **Disclosure of Conflicts of Interest – None**

3. **PUBLIC HEARINGS**

- a) **Project Name: OAK FOREST CENTER**
Project Number: 16-21000004
Project Type: Annexation, FLUM, and Rezone

Subject Property Address (es):

Location: 704 West State Road 436

Applicant: Lauren Miller J. Wayne Miller Company

Owner: Oak Forest Center Associates

Annexation, future land use map amendment, and rezone.

Mrs. Tina Demostene stated this is a public hearing and showed proof of publication.

Mrs. Alisha Maraviglia provided an explanation of the project, summarized the findings of the staff report, and recommended the Planning Board make a recommendation to the City Commission to approve the annexation, future land use map amendment, and rezoning.

Chairman Marczak asked for clarification on the annexation request and how it affects the adjacent properties. Mrs. Maraviglia answered that this property is requesting annexation to obtain City utilities. This property and its adjacent properties are within an enclave. Currently, the adjacent properties are not receiving their utilities from the City.

Mr. David Konstan asked questions regarding the parking issues on the site. Mrs. Maraviglia stated there are some temporary parking conditions allowing tenant trailers to park on the property. Mr. John Sember clarified that due to what the County has approved along with tenant expansions that have taken place, discussions with the property owners are necessary to understand the details

Final version – has been reviewed and approved by the Planning Board

City of Altamonte Springs, Planning Board
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regarding this property and what was authorized by permits.

Mr. Konstan asked about the traffic light island at the corner of the property. Mr. Sember explained that the island was platted but does not exist and provided the background and history.

Mr. Lucius Cushman asked if the Fire Department can circulate around the building due to the fenced off area on the north side of the building. Mr. Sember answered that the Fire Department would not be able to circulate around the building and this is an issue requiring further coordination with the applicant.

Mr. Konstan asked if the jurisdiction of the fenced off parking lot fall under the County or City. Mr. Sember stated that the City Fire Marshal and County Fire Department will look at the ability to serve this property for Fire and Rescue.

Mr. Konstan asked if our recommendation is to accept this current condition on the property. Mr. Sember stated no, we are not addressing improvements in this hearing, only annexation, future land use map and rezoning. The staff report explains property conditions found at the time of annexation and documents questions we want to further discuss with the applicant:

Chairman Marczak asked what will be the process for the adjacent properties to obtain City utilities if they wish to do so. Mr. Sember stated they will have to be annexed into the City through a similar process and used Brown's Gym as an example.

Mr. Cushman asked if there is a crossing plan for the Seminole Wekiva Trail on this property. Mr. Sember answered yes, it is at the Laurel Street intersection with SR 436 and gave more details regarding the crossing plan.

Ms. Lauren Miller, Registered Agent for the Property Owner, stated she agreed with the staff recommendations and added that they are currently on septic and well water.

Chairman Marczak asked how does abandoning an old septic drain system work. Ms. Miller stated the tanks have to be crushed and filled with sand and soil. The process is detailed in the plans according to code. However, the well will be used for irrigation and will be disconnected from the building.

Chairman Marczak opened the public hearing.

Final version – has been reviewed and approved by the Planning Board

City of Altamonte Springs, Planning Board
October 12, 2016

Mr. Joseph Lupus, adjacent property owner of 710 Orange Avenue, asked if the other adjacent properties are required to be annexed also. Chairman Marczak responded no, it is voluntary and not mandatory.

Mr. Sember clarified this annexation is voluntary. However, the City has an agreement with the County that upon a change of ownership of properties in that area, the City can involuntarily annex properties purchased after 1998. The property owners would be notified by the City if the City were to pursue the involuntary annexation process.

Mrs. Mary Sneed commented that this property is situated in an enclave and the State has a policy to eliminate enclaves as much as possible.

Mr. Lupus explained the history of his property's ownership being subdivided and the complexity of shared septic and well water.

Chairman Marczak closed the public hearing and asked for three motions.

Motion was made to recommend approval of Ordinance 1711-16 for the annexation of 704 West State Road 436, together with the property extending to the centerline of the adjacent rights-of-way for West State Road 436 to the north and Orange Avenue to the south. Motion made by Lucius Cushman, seconded by David Konstan. Motion carried unanimously (5-0).

Motion was made to recommend approval of Ordinance 1712-16 to change the future land use map designation from Seminole County HIPTR Higher Intensity Planned Development - Transitional to City West Town Center. Motion made by Lucius Cushman, seconded by David Konstan. Motion carried unanimously (5-0).

Motion was made to recommend approval of Ordinance 1713-16 to change the zoning from Seminole County M-1 Industrial to City C-G General Commercial. Motion made by Lucius Cushman, seconded by Robert Licato. Motion carried unanimously (5-0).

City of Altamonte Springs, Planning Board
October 12, 2016

- b) **Project Name: CODE AMENDMENT – OPEN AIR SALES
(ORDINANCE 1709-16)**
Project Number: 16-200000005
Project Type: Land Development Code Amendment

Subject Property Address (es):

Location: CITY WIDE

Applicant: City of Altamonte Springs

Revision to open air sales regulatory provision of the LDC.

Mrs. Demostene stated this is a public hearing and showed proof of publication.

Mr. Sember provided a summary of the existing and proposed open air sales regulations and recommended the Planning Board make a recommendation to the City Commission to approve proposed Ordinance No. 1709-16.

Mr. Konstan asked for further clarification of the Table on page 3 of the staff report regarding the Not Applicable under Food Regulations. Mr. Sember stated it is not applicable to food carts and wagons; they are treated as a continuous event with no maximum limit per year.

Mr. Konstan asked if Saturday morning farmers markets are prohibited in the City. Mr. Sember stated farmers markets are not allowed as a permanent event under this ordinance. Farmers markets will be addressed differently and will have a separate process that will allow them permanent approval. This ordinance is addressing temporary sales.

Mrs. Demostene clarified that farmers markets could be done the same as any other temporary sales and are not prohibited. However, just like any other sale, they can only take place four times a year until an ordinance is made to specifically address them.

Mr. Lucius Cushman asked how many acres are required in order to sell Christmas trees. Mr. Sember stated two acres.

Mr. Cushman asked if a tenant of a strip center wants to have a sale, do they count the acreage of the entire strip center. Mr. Sember answered the entire shopping center has to be counted because it's on the owner's property. The owner gives authorization whether it is to one tenant or to an outside vendor.

Final version – has been reviewed and approved by the Planning Board

City of Altamonte Springs, Planning Board
October 12, 2016

Mr. Cushman asked, does an undeveloped property need to be one acre if they are selling fireworks. Mr. Sember stated the one acre allowance is for agricultural products related to holidays. Fireworks are not included under agricultural products.

Chairman Marczak asked if a permit is always required anytime outdoor sales occur for trees, pumpkins, etc. Mr. Sember stated, yes.

Chairman Marczak asked if the vendors at Lowes and Home Depot have year-long permits. Mr. Sember answered no, it lasts up to thirty days. They have a package they turn in every year to receive a permit.

Chairman Marczak stated that he is not aware of any sidewalk vendors that are only carts. Mr. Sember stated this was added for clarification purposes.

Mr. Cushman asked do stores need a permit when they have a garden sale and put plants in an outside area. Mr. Sember stated the plants by nursery doors that are out on the sidewalk have been approved as part of their site plan or later through a conditional use process.

Chairman Marczak opened the public hearing. No one asked to speak on the item.

Chairman Marczak closed the public hearing and asked for a motion.

Motion was made to recommend approval of proposed Ordinance No. 1709-16. Motion made by David Konstan, seconded by Robert Licato. Motion carried unanimously (5-0).

4. **FINAL SITE PLANS** – None
5. **OTHER BUSINESS** – Recognition of Lucius Cushman. The chairman presented a plaque to Mr. Cushman in recognition of his 18 years on the Planning Board. In November, Mr. Cushman will become a City Commissioner.
6. **TENTATIVE AGENDA** – Mrs. Demostene stated that there are two items on the tentative agenda for the November 9, 2016 Planning Board Agenda.
7. **ADJOURNMENT** – Meeting was adjourned at 7:14 p.m.

Final version – has been reviewed and approved by the Planning Board



Meeting Date: December 6, 2016

From: John Sember
John Sember, Growth Management Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Ordinance No. 1711-16 (1st reading) - Request to Annex 704 West State Road 436

SUMMARY EXPLANATION & BACKGROUND:

The owner of 704 West State Road 436 has submitted an application for annexation of the property into the municipal boundaries of the City of Altamonte Springs. The purpose of the annexation request is to obtain City utilities. The owner has also requested City future land use and zoning for the property, which will be presented to the City Commission as separate ordinances after the annexation has been completed. A vicinity map is attached.

The property is approximately 1.803 acres and is currently occupied by a multi-tenant commercial center named Oak Forest Center.

At its October 12, 2016 meeting, the Planning Board recommended approval of the requested annexation.

FISCAL INFORMATION: Not Applicable

RECOMMENDED ACTION: APPROVE Ordinance No. 1711-16 on first reading and SET second reading for January 3, 2017.

ORDINANCE NO. 1711-16

AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA ANNEXING INTO AND INCLUDING WITHIN THE CORPORATE AREA AND LIMITS OF THE CITY THE PORTIONS AND AREAS OF LAND SITUATE AND BEING IN SEMINOLE COUNTY, FLORIDA, GENERALLY DESCRIBED AS THAT PROPERTY LOCATED AT 704 WEST STATE ROAD 436 AND ABUTTING REAL PROPERTY EXTENDING TO THE CENTERLINE OF THE SURROUNDING RIGHTS-OF-WAY OF WEST STATE ROAD 436 TO THE NORTH AND ORANGE AVENUE TO THE SOUTH, AND MORE PARTICULARLY DESCRIBED HEREIN; REDEFINING THE CORPORATE LIMITS OF ALTAMONTE SPRINGS, FLORIDA, TO INCLUDE SAID LAND IN THE CITY; PROVIDING FOR AMENDMENT OF THE CITY MAP TO INCLUDE THE LAND ANNEXED HEREBY; PROVIDING FOR CONFLICTS, SEVERABILITY, STATUTORY NOTIFICATION REQUIREMENTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Altamonte Springs, Florida has determined that it is in the public interest to annex the property located at 704 West State Road 436 into the Corporate limits of the City.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF ALTAMONTE SPRINGS, FLORIDA as follows:

SECTION ONE: That the following described property being and situate in Seminole County, Florida to wit:

The Property depicted and described on the Sketch of Description attached hereto as **Exhibit "A"**,

Together with the abutting real property extending to the centerline of the surrounding rights-of-way of West State Road 436 to the north and Orange Avenue to the south

be and the same is hereby annexed into and made a part of the City of Altamonte Springs, Florida, pursuant to petition of the property owners and the voluntary annexing provisions of Section 171.044, Florida Statutes, and other applicable laws. A map which clearly shows the annexed property is attached hereto as **Exhibit "B"** and by this reference made a part hereof.

SECTION TWO: That the corporate limits of the City of Altamonte Springs, Florida, be and the same are hereby redefined so as to include said lands described above and hereby annexed.

SECTION THREE: That the City Clerk is hereby directed to amend the Official City Map of the City of Altamonte Springs, Florida, to include the annexed property described in this ordinance.

SECTION FOUR: That if any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the 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 FIVE: Notice of this ordinance has been provided to Seminole County as required and the City Clerk is hereby directed to provide a copy of this ordinance to the Florida Department of State, Clerk of the Circuit Court and

Seminole County Chief Administrative Officer as required in Section 171.044, Florida Statutes.

SECTION SIX: Any and all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION SEVEN: This ordinance shall be published and posted as provided by law and shall take effect immediately upon becoming a law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016 .

FIRST READING: _____

ADVERTISED: _____

Certified Mail Notice to Seminole County Board of County Commissioners: _____

PAT BATES, MAYOR
CITY OF ALTAMONTE SPRINGS, FLORIDA

ATTEST:

ANGELA M. APPERSON, CITY CLERK

Approved as to form and legality
for use and reliance of the City
of Altamonte Springs, Florida

JAMES A. FOWLER, CITY ATTORNEY

SKETCH OF LEGAL DESCRIPTION
 704 W. STATE ROAD 436
 ALTAMONTE SPRINGS, FL. 32714

Ordinance No. 1711-16
 Exhibit "A"

LEGAL DESCRIPTION:

The South 394 feet of Lot 71, of FOREST CITY, as per plat thereof in Miscellaneous Book 3, Page 419, Public Records of Orange County, Florida and also in Plat Book 2, Page 60, of the Public Records of Seminole County, Florida.

And

The South 394 feet of Lot 70, of FOREST CITY, as per plat thereof recorded in Miscellaneous Book 3, Page 419, of the Public Records of Orange County, Florida, and also in Plat Book 2, Page 60, Public Records of Seminole County, Florida.

And

The North 1/2 of Lot 72, South of Highway 436, FOREST CITY, ORANGE PARK, according to the plat thereof, recorded in Plat Book 2, Page 60, Public Records of Seminole County, Florida.

And

Commence at a point 394 feet North of the SE corner of Lot 71, FOREST CITY, as per plat thereof in Miscellaneous Book 3, Page 419, Public Records of Orange County, Florida, and also in Plat Book 2, Page 60, Public Records of Seminole County, Florida; thence run West 60.0 feet; thence run North 66.0 feet more or less to the Southerly right of way of State Road 436; thence run Southeasterly on said Southerly right of way of State Road 436 to a point which is North of the point of beginning; thence Southerly to the point of beginning.

Less

The West 140.00 feet of the South 394 feet of Lot 70, FOREST CITY, ORANGE PARK, as per plat thereof, recorded in Miscellaneous Book 3, Page 419, of the Public Records of Orange County, Florida, and in Plat Book 2, Page 60 of the Public Records of Seminole County, Florida.

Continued on Page 2 of 3

THIS IS A THREE PAGE DOCUMENT, NO SINGLE PAGE IS COMPLETE WITHOUT THE OTHER TWO.

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PAGE 1 OF 3

AccuMap

We draw the line around your piece of the sunshine

SURVEYING, LLC

2919 MONTFICHET LANE WINTER PARK, FL. 32792-4317

Tel. 407-657-2568 Email. don@accumapsurveying.com

Certificate of Authorization No.: LB 7541

Website: www.accumopfl.com

Scale:	1" = 60'
Job Number:	SC2-60
File Name:	OAKFOR11
Field Book:	NOMAD
Field by:	AH
Calc. by:	DH
Drawn by:	DH
App. by:	

THIS IS TO CERTIFY THAT WE HAVE PREPARED A LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION, FOR THE PURPOSE HEREDON DESCRIBED AND THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS ESTABLISHED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Donald A. Horne 6/23/16

Donald A. Horne, Florida License #4548

NOTE: NOT VALID WITHOUT ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL

**SKETCH OF LEGAL DESCRIPTION
704 W. STATE ROAD 436
ALTAMONTE SPRINGS, FL. 32714**

Ordinance No. 1711-16
Exhibit "A"

LEGAL DESCRIPTION: Continued from Page 1 of 3

All of the preceding being more particularly described as follows:

Commence at the Northeast corner of Lot 2, Baby Super Store Plaza, A Replat, as shown on the plat thereof as recorded in Plat Book 52, Page 38 of the Public Records of Seminole County, Florida; Thence run S52°54'28"E, along the Southerly right of way line of State Road No. 436, a distance of 337.62 feet to the Point of Beginning; Thence continue S52°54'28"E, along said Southerly right of way line, a distance of 219.67 feet to a nail with an LB #2108 disk at the intersection of said Southerly right of way line of State Road No. 436 with the South line of the North 1/2 of Lot 72 of Forest City Orange Park as shown on the Plat thereof as recorded in Plat Book 2, Page 60 of the Public records of Seminole County, Florida and also as described in Official Record Book 1609, Page 893 of the Public Records of Seminole County, Florida; Thence, departing said Southerly right of way line of State Road No. 436, run N89°39'45"W, along said South line of the North 1/2 of said Lot 72, a distance of 115.71 feet to a nail with an LB #2108 disk on the East line of Lot 71 of said plat of Forest City Orange Park; Thence, departing the South line of the North 1/2 of said Lot 72, run S00°12'39"W, along said East line of said Lot 71, a distance of 295.63 feet to a 5/8" rebar with an LB #2108 cap on the field monumented North right of way line of Orange Avenue; Thence, departing said East line of said Lot 71, run N89°41'12"W, along said field monumented North right of way line of Orange Avenue, a distance of 189.94 feet to a 5/8" rebar with an LB# 2108 cap on the East Line of the West 140 feet of Lot 70 of said plat of Forest City Orange Park; Thence, departing said field monumented North right of way line of Orange Avenue, run N00°13'44"E, along said East line of the West 140 feet of said Lot 70, a distance of 379.05 feet to a 1" iron pipe having no cap or identification on the North Line of the South 394 feet of said Lot 70; Thence, departing said East line of the West 140 feet of said Lot 70, run S89°46'40"E, along said North line of the South 394 feet of said Lot 70 and the North line of the South 394 feet of the aforesaid Lot 71, a distance of 129.82 feet to a point on the West line of the East 60 feet of said Lot 71; Thence, departing said North line of the South 394 feet of said Lot 71, run N00°12'39"E, along said West line of the East 60 feet of said Lot 71, a distance of 47.85 feet to the Point of Beginning.
Containing therein 78,530.8 square feet or 1.803 acres, more or less.

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE WEST 140 FEET OF THE SOUTH 394 FEET OF LOT 70 OF FOREST CITY ORANGE PARK HAVING AS ASSUMED BEARING OF N00°13'44"E.

THIS DOCUMENT WAS PREPARED AT A SCALE OF ONE INCH EQUALS SIXTY FEET AND IS INTENDED TO BE PRINTED ON LETTER SIZE (8 1/2" X 11") PAPER.

THIS IS A THREE PAGE DOCUMENT, NO SINGLE PAGE IS COMPLETE WITHOUT THE OTHER TWO.

SKETCH OF LEGAL DESCRIPTION ONLY, THIS IS NOT A SURVEY.

DATE OF SKETCH OF LEGAL DESCRIPTION; JUNE 22, 2016.

SKETCH OF LEGAL DESCRIPTION
 704 W. STATE ROAD 436
 ALTAMONTE SPRINGS, FL. 32714

Ordinance No. 1711-16
 Exhibit "A"

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF LOT 2,
 BABY SUPER STORE PLAZA, A REPLAT
 AS PER PLAT BOOK 52, PAGE 38

PART OF LOT 70
 NOT INCLUDED

PART OF LOT 71
 NOT INCLUDED

NORTH LINE OF THE SOUTH 394' OF LOT 70
 AND LOT 71 AS PER FIELD MONUMENTATION



1 INCH = 60 FEET

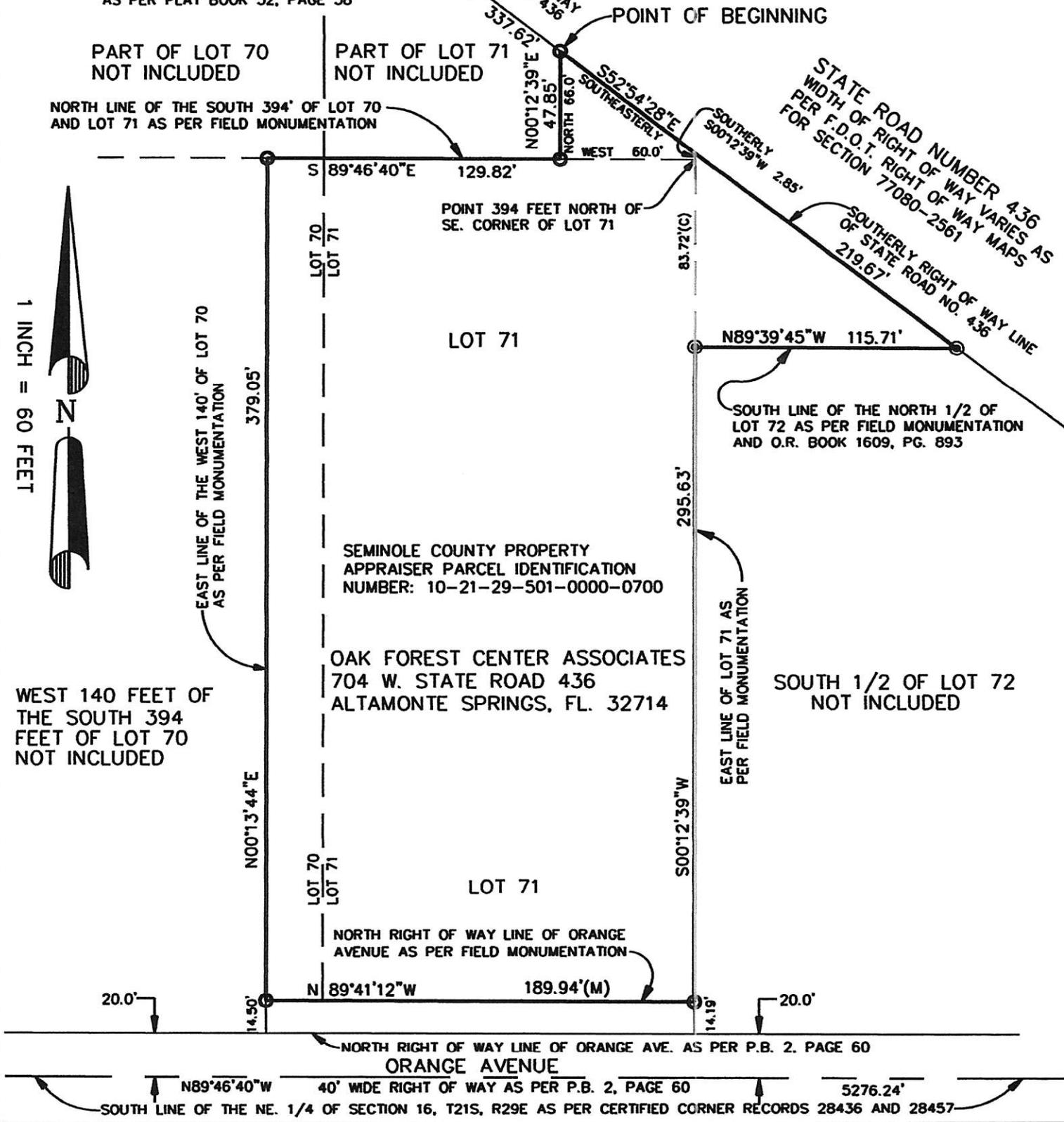
EAST LINE OF THE WEST 140' OF LOT 70
 AS PER FIELD MONUMENTATION

WEST 140 FEET OF
 THE SOUTH 394
 FEET OF LOT 70
 NOT INCLUDED

SEMINOLE COUNTY PROPERTY
 APPRAISER PARCEL IDENTIFICATION
 NUMBER: 10-21-29-501-0000-0700

OAK FOREST CENTER ASSOCIATES
 704 W. STATE ROAD 436
 ALTAMONTE SPRINGS, FL. 32714

SOUTH 1/2 OF LOT 72
 NOT INCLUDED

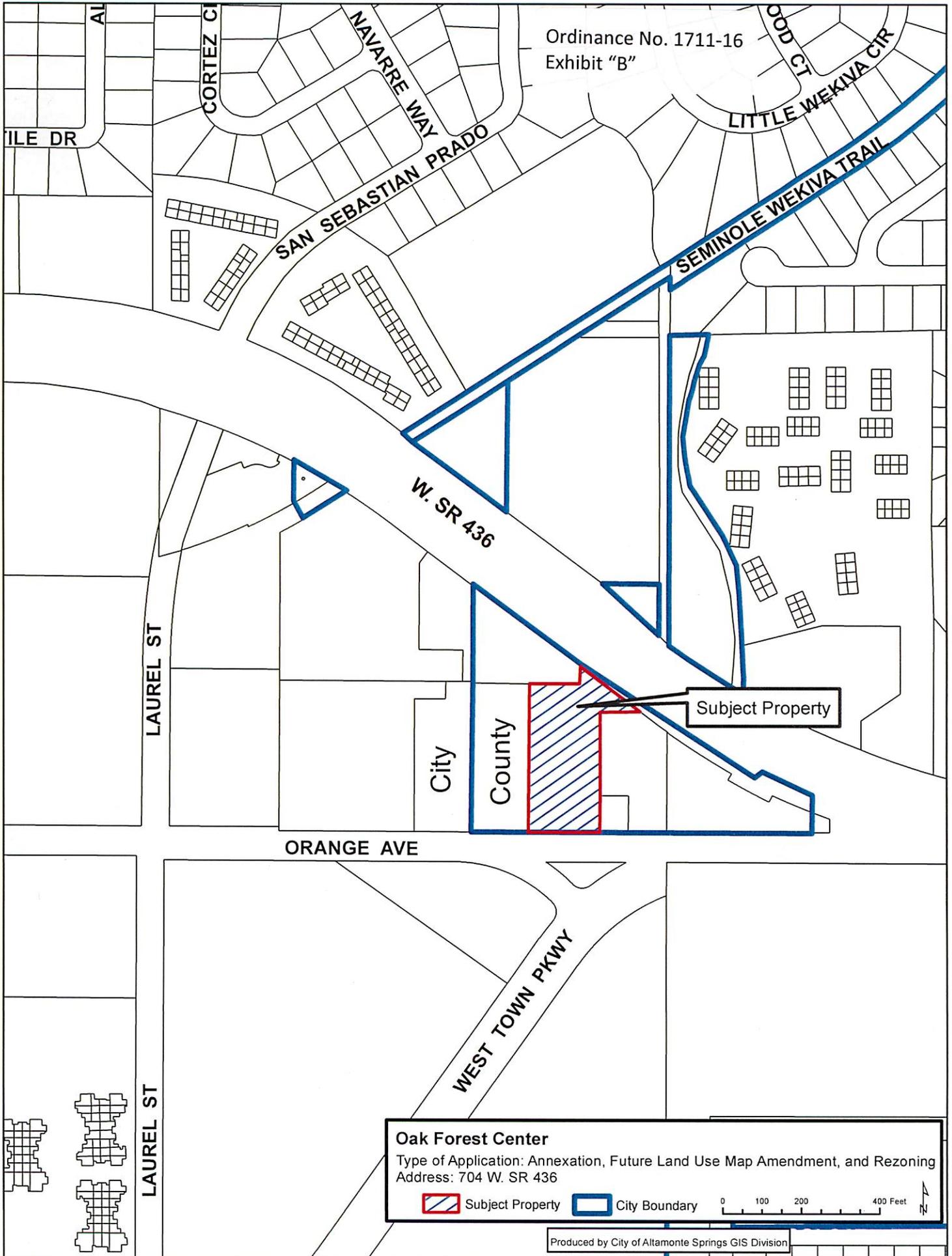


NORTH RIGHT OF WAY LINE OF ORANGE AVE. AS PER P.B. 2, PAGE 60
 ORANGE AVENUE

N89°46'40"W 40' WIDE RIGHT OF WAY AS PER P.B. 2, PAGE 60 5276.24'
 SOUTH LINE OF THE NE. 1/4 OF SECTION 16, T21S, R29E AS PER CERTIFIED CORNER RECORDS 28436 AND 28457

THIS IS A THREE PAGE DOCUMENT, NO SINGLE PAGE IS COMPLETE WITHOUT THE OTHER TWO.

Ordinance No. 1711-16
Exhibit "B"



Oak Forest Center

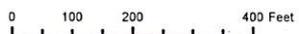
Type of Application: Annexation, Future Land Use Map Amendment, and Rezoning
Address: 704 W. SR 436



Subject Property



City Boundary



Produced by City of Altamonte Springs GIS Division



Municipal Planning Board Staff Report

City of Altamonte Springs
Growth Management Department

APPLICATION INFORMATION

DATE OF HEARING: October 12, 2016 (Report Revised October 13, 2016¹)

REQUEST FOR APPROVAL OF: Annexation - Ordinance 1711-16
Future Land Use Amendment – Ordinance 1712-16
Rezoning – Ordinance 1713-16

PUBLIC HEARING: Yes

PROJECT NAME: Oak Forest Center Annexation

PROJECT NUMBER: 16-21000004

PROPERTY LOCATION: 704 West State Road 436

PARCEL ID NUMBER(S): 16-21-29-501-0000-0700

PROJECT REPRESENTATIVE(S):

Property Owner: Oak Forest Center Associates
Authorized Agent: Lauren Miller, J. Wayne Miller Company

TRACT SIZE: +/- 1.8 acres

Legal descriptions and sketches of description have been provided by the applicant and are on file with the Growth Management Department. Maps for the subject property are enclosed.

¹ Staff report revised on October 13, 2016, to clarify jurisdiction of properties to the south of the subject property and to correct the reference to the County Future Land Use to be "Higher" Intensity Planned Development – Transitional throughout the report. It had been incorrectly referred to as "High" Intensity Planned Development – Transitional.

STAFF FINDINGS

1. BACKGROUND.

On June 3, 2016 the owner of the subject property entered into a Utility Easement and Service Agreement recorded in Official Record Book 8720 Pages 575-590 to obtain City utilities from the City of Altamonte Springs. Through the agreement, the owner commits to grant to the City a permanent, perpetual, non-exclusive easement for utility purposes. Furthermore, the owner commits to submit an application for annexation into the City within three (3) months from the date of the Utility Easement and Service Agreement (September 3, 2016). Based on the owner's agreement with these terms, the City committed to provide water and sewer service to the property.

The owner's property is also subject to the City of Altamonte Springs/Seminole County Interlocal Agreement Relating to the Annexation of Enclaves recorded in Official Record Book 3431, Page 953 which grants the City authorization to annex the parcel upon change of ownership and provides for the reduction of unincorporated enclaves through annexation.

2. ITEMS INCLUDED FOR ADDITIONAL REFERENCE.

Utility Connection Plan – Oak Forest Center

3. EXISTING CONDITIONS.

The applicant is requesting annexation into the City, a change of the future land use designation from County HIPTR Higher Intensity Planned Development - Transitional to City West Town Center, and a rezoning from County M-1 Industrial to City C-G General Commercial. The subject property contains a multi-tenant commercial center with several tenants. Per the Seminole County Property Appraisers website the building is 19,582 square feet in size. The property currently has industrial zoning in the County. The existing tenants include a martial arts center, Orkin Pest Control, a flooring store, a retail store called the Mill, and a tenant that builds and sells custom furniture. The existing uses are generally consistent with the permitted uses in the City's General Commercial zoning district.

The adjacent properties have the following future land use and zoning designations:

Direction	Jurisdiction	Future Land Use	Zoning	Use
North	County	HIPTR Higher Intensity Planned Development - Transitional	M-1 Industrial	Automotive Service (Pep Boys)
North across W SR 436	County	Commercial	C-2 Retail Commercial	FDOT Pond
East	County	HIPTR Higher Intensity Planned Development - Transitional	C-2 Retail Commercial	Retail Commercial (Cash America Pawn)
				Retail Commercial (Bake Me a Cake)
South	City*	West Town Center	MOR-2 Mixed Office Residential (west)	Pond
		-	-	West Town Parkway
		West Town Center	MOC-1 Mixed Office Commercial (east)	Pond
West	County	HIPTR Higher Intensity Planned Development - Transitional	M-I Industrial	Automotive Service (Auto Image Collision Center)

*Item corrected in October 13, 2016, staff report revision.

The land area for the annexation, future land use amendment, and rezoning includes one parcel; together with the property extending to the centerline of the adjacent rights-of-way of West State Road 436 to the north and Orange Avenue to the south.

Generally, the north, east and south sides of the building have storefronts and doors to the tenant spaces while the west side of the building is the back side and has roll up doors. A drive aisle provides access to all sides of the building and there are parking spaces located adjacent to the drive aisle on all sides of the building. There is a chain link fence along the west property line that starts at the northwest corner of the building and continues around to the south. The fence has gates that can secure the site by closing off access to the western (back) side of the property. At the north part of the back driveway, there is a second fence and gate that creates a fenced-in parking area adjacent to the west side of the building for Orkin Pest Control. With these fences and closed gates, vehicular circulation around the property and access to the back parking spaces are limited. (See Utility Connection Plan provided in the Planning Board packet.)

Existing Dumpsters

The site contains several dumpsters along the west side of the property:

- One dumpster is located on asphalt near the northwest corner of the property. It is unclear how it is serviced because the one-way drive aisle is blocked by a fence just south of the dumpster location.
- A second dumpster is located near the southwest corner of the property, in the landscape buffer. This is not a legitimate dumpster location.
- The third dumpster is a large roll-off dumpster and is located in the drive aisle on the western side of the property. Blocking the drive aisle and conflicting with parking space maneuvering is not a legitimate dumpster location.

The dumpsters for this property that were shown on the site plan approved by the County may remain once the property is annexed, provided the truck access is still adequate. Other dumpsters will have to be removed or obtain legal approval in locations that do not conflict with parking spaces, drive aisles, landscape buffers, or other required improvements. The City's Land Development Code (section 6.1.15) requires all new and relocated dumpsters to be screened by a masonry enclosure with solid gates and this standard will be applied once the property is annexed in the event that there is a relocation of the existing approved dumpsters or if additional,

authorized dumpsters are placed on the site to replace the ones that appear to not be in legitimate locations.

Existing Outdoor Storage and Activities

The west side of the property also contains the following items:

- A metal shed located in one or two parking spaces. This is acceptable if it was legally authorized by the County.
- A canopy tent, work tables, lumber, wood scraps, trash cans and other materials are occupying several parking spaces and part of the drive aisle. This appears to be an outdoor workshop. This is manufacturing activity occurring outside of an enclosed permanent building. It likely was never authorized by the County, so it does not appear that it would be grandfathered upon annexation.
- Two enclosed trailers parked in the drive aisle and one open trailer parked across two parking spaces. Trailer parking locations and the function of the parking spaces and westerly drive aisle behind the building will require further discussion between the City and the applicant in order to determine what is acceptable, whether screening is required, and how the westerly drive aisle functions.
- Additionally, an open trailer containing carpet rolls was parked across two parking spaces along the south side of the property, adjacent to Orange Avenue. Such parking in this location will not be permitted upon annexation.

On-site Vehicular Circulation

It is not clear how on-site vehicular circulation, access to parking spaces, and the northwest dumpster access are able to be properly accommodated on this property given the fences that block the drive aisles, the trailers and dumpster located in the drive aisle. Additionally, the parking spaces along the northerly drive aisle are angled so the aisle has to allow westbound travel. However, the drive aisle dead-ends at a fence, so vehicles parked in the angled spaces cannot properly circulate.

Further Evaluation of Site Conditions with Applicant

As a result of the site inspections performed for this application, several questions have arisen regarding how the site is supposed to function for general circulation, vehicle parking, trailer parking, and dumpsters. During or after the annexation

process, it will be necessary for City staff to further discuss these matters with the applicant to identify how the site actually functions, existing conditions that are legitimate and may remain, and those that have to be modified or removed. The intent is to avoid causing undue conflicts with regard to operations and improvements approved by Seminole County, but not to accept matters which conflict with City regulations and requirements that have not been authorized by the County.

Existing Signs

The center's existing ground sign on the West State Road 436 frontage is not consistent with the City's Land Development Code signage requirements for multi-tenants ground signs. There is also a "v" shaped sign for the flooring tenant on the Orange Avenue street frontage and a box truck advertising the flooring tenant is parked at the front of the site adjacent to West State Road 436. The existing tenant wall signs appear to be generally consistent with the City's code.

Consistent with the Utility Easement and Service Agreement, the Owner/Developer has agreed to abide by the provisions of the Land Development Code and Comprehensive Plan, and continuously maintain all required improvements in accordance with the Land Development Code. In an effort to avoid causing undue conflicts with regards to operations and improvements approved by Seminole County, the City has agreed to the deferral of Land Development Code requirements for certain existing signage. The existing ground sign on the West State Road 436 frontage and the existing cabinet wall tenant signs shall be considered legally nonconforming signs, provided permits were obtained from Seminole County, and allowed to continue to exist for a maximum of 5 years following annexation or upon redevelopment or a change of property ownership, whichever occurs first. Any other signage, including the "v" shaped sign on the Orange Avenue frontage, must be removed or replaced with signs that conform to City codes. The advertising on the box truck will need to be removed or the truck relocated so that the sign is not visible from West State Road 436 or Orange Avenue (Prohibited Signs, Sec. 3.42.18 (13)). All new or replacement signs which require a permit must conform to City regulations once the site is annexed into the City.

4. GENERAL FINDINGS.

Staff reviewed the application submitted by the Applicant, and offers the following general comments:

1. The City Commission reviewed and approved an Intent to Annex for this application on October 4, 2016. The Intent to Annex serves to authorize the request to proceed through the City's application review process.
2. The subject property is adjacent to the City boundary by virtue of West State Road 436 to the north and Orange Avenue to the south, which were individually annexed into the City's municipal boundary by separate ordinances in 1970. The property is also subject to the 1998 City of Altamonte Springs/Seminole County Interlocal Agreement Relating to the Annexation of Enclaves which grants the City authorization to annex the parcel upon change of ownership and provides for the reduction of unincorporated enclaves through annexation.
3. The proposed annexation, change of future land use and rezoning are consistent with the Comprehensive Plan and the Land Development Code. The request is consistent with the development patterns and surrounding land uses in the area.
4. Any future redevelopment of the subject property shall conform to the City's Land Development Code and applicable City rules and regulations.
5. Pursuant to the Intergovernmental Planning Coordination Agreement of 1997, on September 20, 2016, the Seminole County planning staff was provided with information related to this request.
6. The request for a future land use map change is considered a small scale Comprehensive Plan amendment because it does not exceeds 10 acres.

5. STAFF ANALYSIS OF REQUEST.

A. REVIEW REQUIREMENTS:

In accordance with subsection 3.4.3.1 of the City's Land Development Code for annexations, comprehensive plan amendments, and rezonings the Planning Board shall consider the following issues before making a recommendation to the City Commission.

1. The proposed change is not contrary to the established land use pattern. The existing use of the property is commercial which is consistent with the land uses in the area.
2. As can be seen on the attached maps the proposed change will not create an isolated district as the zoning districts in the vicinity are similar to the requested change.

3. The proposed request would not alter the population pattern as the property is developed commercially.
4. The existing district boundaries are logically drawn in relation to existing conditions on the property proposed for the change as seen on the attached maps.
5. The proposed change is not contrary to the land use plan and does not have an adverse effect on the Comprehensive Plan.
6. The request is to fulfill the commitment outlined in the earlier mentioned agreement through which the City will provide utilities to the site and is not the result of changing conditions in the area.
7. The proposed change will not adversely influence living conditions in the area.
8. The proposed change will not create or excessively increase traffic congestion or otherwise affect public safety as the existing use is to remain.
9. The proposed change will not create a drainage problem as existing conditions will remain.
10. The proposed change will not reduce light or air to adjacent properties as existing conditions will remain.
11. The proposed change is not expected to adversely affect property values in the adjacent area as this change is consistent with the future land use and zoning designations in the surrounding area.
12. The proposed change will not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations. Redevelopment of the subject property will be subject to the regulations, guidelines, and benefits under the City's Land Development Code.
13. The proposed change will not constitute a grant of special privilege to an individual owner or be contrary to the public welfare.
14. City zoning will be applied to the subject property which permits the current use of the land.
15. The proposed change is not out of scale with the needs of the neighborhood or the city.

16. The proposed change accommodates of an existing use consistent with the annexation agreement earlier described.

17. This action does not place restrictions on any other matters which the City Commission is authorized to regulate.

B. CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN:

Future land use amendment requests are reviewed for consistency with the policies of the Comprehensive Plan and must also show consistency with the overall designation of land uses as depicted on the Future Land Use Map. The existing land use designations in the vicinity are the same as the one sought for the subject property, that of the Future Land Use of West Town Center.

In addition to consistency with 4A, Review Requirements, contained in this staff report, the request is also consistent with the following objectives and policies in the Future Land Use Element of the City's Comprehensive Plan:

Policy 1-1.5.7: Planning Coordination.

Policy 1-1.6.5: Promote Commercial Development.

Policy 1-1.6.6: Assure Commercial Services Available to Residents.

Policy 1-1.8.2: Appropriate Extension of Utility Services.

Policy 4-1.5.5: Service to Properties Outside the City Limits.

Policy 4-3.4.5: Connections outside the City.

The application also serves to reduce the currently existing Seminole County enclave in the area by reducing the amount of acres currently within the enclave, which is consistent with policies addressing enclaves including the following;

Policy 1-1.5.6: Enclave Annexation Agreement. The City shall continue to use the *City of Altamonte Springs/Seminole County Interlocal Agreement Relating to the Annexation of Enclaves* to coordinate with Seminole County the reduction of enclaves within the City's municipal boundaries as a means to maximize City resources. (The subject property is one of the specific properties identified in the Agreement for annexation at such time as a transfer of fee ownership of the parcel occurs.)

Policy 1-1.8.5: Coordinate Land Use and Public Facilities. The City will provide public facilities and services consistent with land use policies, especially through giving priority to annexations to enclave areas before areas that expand the City boundaries, so as to maximize the benefit from public expenditures on services and facilities.

C. CONCURRENCY WITH PUBLIC FACILITIES:

The Applicant is requesting the subject property be annexed into the City and any future development will be conducted consistent with the West Town Center future land use. The property is currently developed with a commercial plaza. While there are no plans for redevelopment at this time, as directed by the State of Florida when assigning a future land use designation to a property, impacts on public facilities by the subject development are to be analyzed. The following analysis is provided for this purpose.

1. Potable Water

The subject property will be connected to the City of Altamonte Springs potable water service system and there is available capacity in the City system to accommodate the existing development.

2. Sanitary Sewer

The subject property will be connected to the City of Altamonte Springs sanitary sewer service system and there is available capacity in the City system to continue to accommodate the existing development.

Currently, the City's sanitary sewer/reclaimed water system operate below design capacity and has available capacity to accommodate the project's needs.

3. Stormwater

Stormwater requirements were addressed during the site plan review process through Seminole County and are also subject to the Department of Environmental Protection and St. Johns River Water Management District review and permits. Any future redevelopment of the subject property must conform to all applicable stormwater requirements.

4. Parks and Recreation and Public Schools

As the subject property is developed as commercial, parks and recreation and public school concurrency is not applicable.

As indicated above, this internal test indicates capacity is available for applicable public facilities. Future development on the subject property will be required to submit to a full review for adequate public facilities based on the actual proposed development plan.

D. MOBILITY:

Article II, Concurrency and Mobility Management, of the City's Land Development Code was recently amended by Ordinance 1692-16. The requested change is being reviewed consistent with the Article. Comprehensive Plan Amendments and Rezoning requests are considered Type II Preliminary Development Orders, and an internal concurrency test is generally required. However, as no new trips are proposed with this application, a Mobility Solutions Analysis is not required.

E. POTENTIAL IMPACT ON ENVIRONMENTAL QUALITY:

The subject property is not in a flood zone area pursuant to information on the Federal Management Agency's Flood Map Service Center (<https://msc.fema.gov>).

F. COMPATIBILITY WITH THE SURROUNDING AREA:

The Applicant requests a change of the future land use designation of the subject property to West Town Center and a rezoning to C-G General Commercial. This proposed change is compatible with the surrounding land uses.

6. NEXT STEP.

With the recommendation of the Planning Board the application for annexation, future land use map amendment, and rezoning will be presented to the City Commission. Upon adoption, the future land use amendment will be transmitted to the State as a courtesy. The Department of Economic Opportunity does not review Future Land Use Amendments of less than ten acres in size.

7. FINDINGS.

Staff reviewed the proposed annexation, future land use amendment, and rezoning request and determined that applicable concurrency requirements have been met and that the request is consistent with Policy 1-1.19.1, "Land Use Amendment Criteria" of the City's Comprehensive Plan and subsection 3.4.3.1, "Annexations, Comprehensive Plan Amendments and Rezoning" of the City's Land Development Code.

RECOMMENDATION

The Growth Management Department recommends that the Planning Board take the following action (requires three separate motions):

- 1) **Recommend Approval** of the annexation of 704 West State Road 436, together with the property extending to the centerline of the adjacent rights-of-way for West State Road 436 to the north and Orange Avenue to the south.
- 2) **Recommend Approval** of the change of the future land use designation from Seminole County HIPTR Higher Intensity Planned Development - Transitional to City West Town Center.
- 3) **Recommend Approval** of the rezoning changing the zoning from Seminole County M-1 Industrial to City C-G General Commercial.

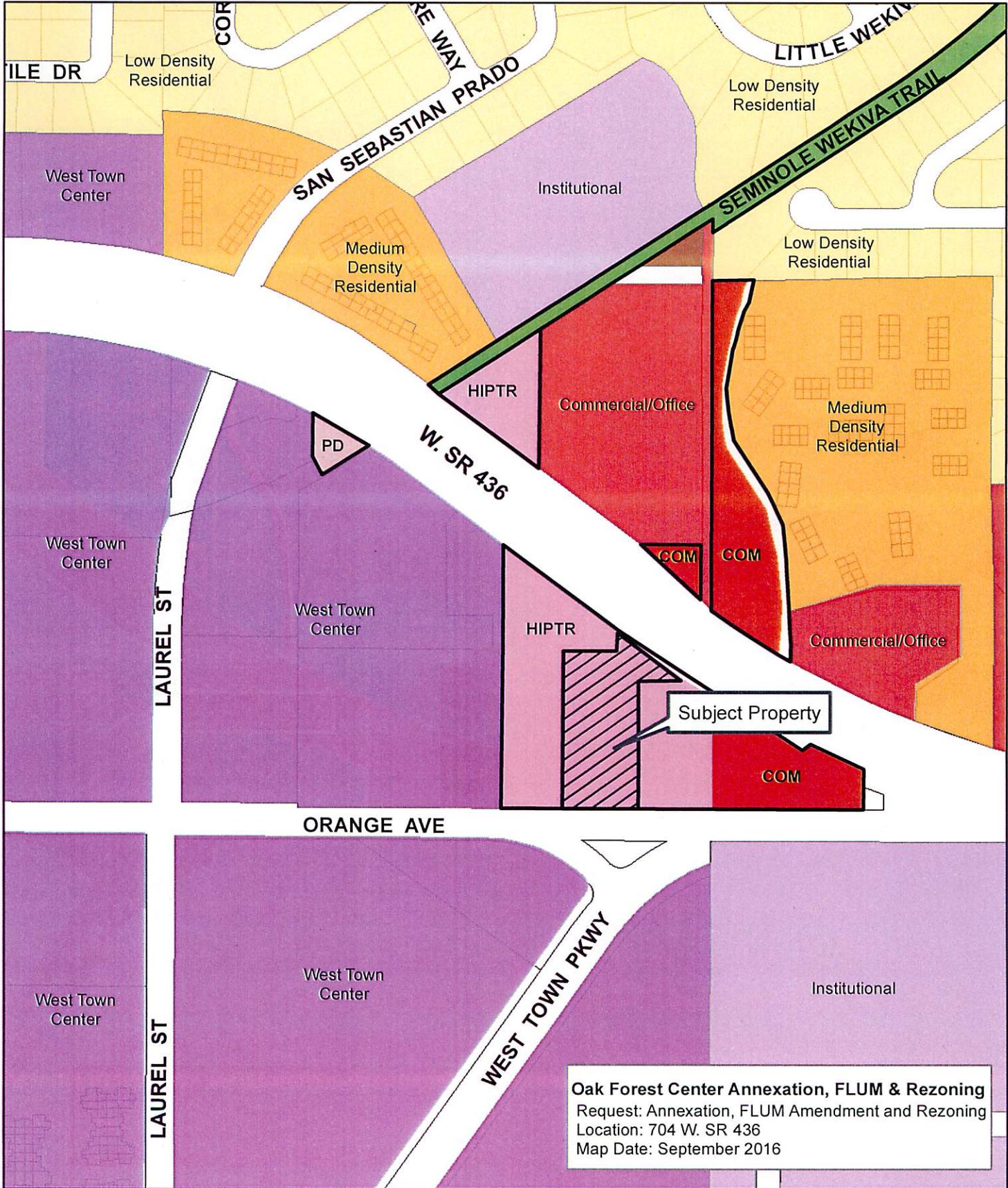
Attachments:

- 1) Future land use map
- 2) Zoning map

ADVISEMENTS

Persons are advised that if they decide to appeal any decision made at this meeting, they will need a record of the proceedings and for such purposes, they will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Altamonte Springs does not provide this verbatim record. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk Department ADA Coordinator at least 48 hours in advance of the meeting at (407) 571-8121(Voice) or (407) 571-8126 (TDD).

This report was prepared by the Altamonte Springs Growth Management Department, Planning and Development Services Division (407) 571-8150.



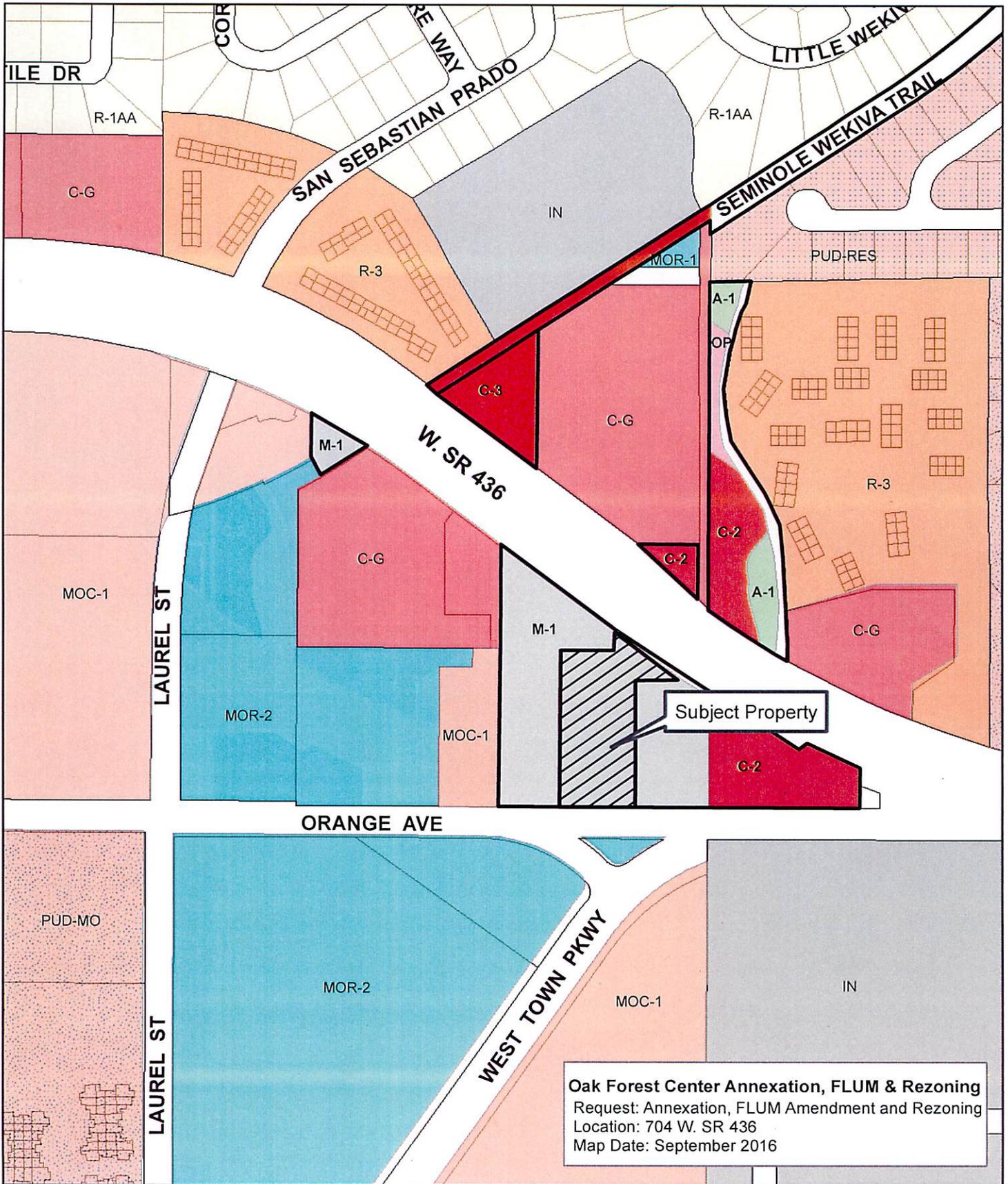
Oak Forest Center Annexation, FLUM & Rezoning
 Request: Annexation, FLUM Amendment and Rezoning
 Location: 704 W. SR 436
 Map Date: September 2016

Legend

-  Subject Property
-  City Boundary

FLU Map Amendment





Oak Forest Center Annexation, FLUM & Rezoning
 Request: Annexation, FLUM Amendment and Rezoning
 Location: 704 W. SR 436
 Map Date: September 2016

Legend

-  Subject Property
-  City Boundary

Zoning Map Amendment





Municipal Planning Board

City of Altamonte Springs
Growth Management Department

Meeting Minutes

October 12, 2016

6:30 P.M.

REGULAR MEETING

Board members present: Paul Marczak, Chairman; Lucius Cushman; Charles Wallace; Robert Licato; and David Konstan.

Board member(s) absent: Bob O'Malley, Vice Chairman.

Staff present: John Sember, Director of Growth Management; Cathleen Craft, Chief Planner; Tina Demostene, Development Services Manager; Alisha Maraviglia, Senior Planner; Mary Sneed, Assistant City Attorney; Tony Apfelbeck, Fire Marshal/Building Official; and Shay Torres, Recording Secretary.

REGULAR MEETING

The Chairman called the meeting of the Planning Board to order at 6:30 p.m.

1. ANNOUNCEMENTS

- a) **Introductions** – The Chairman introduced the Board Members and Staff.
- b) **Votes Required** – The affirmative vote of four members of the Planning Board is necessary for any item.
- c) **Document Submittal** – The Chairman read the following statement into the record:

Any documents being submitted or displayed for Board review will become the property of the City and made a part of the application's official case file. Pursuant to State of Florida public records law, said documents become public record and are subject to public review. Submitted documents are not returnable. Should you need copies for your records, direct your requests to the Board Secretary.

Final version – has been reviewed and approved by the Planning Board

City of Altamonte Springs, Planning Board
October 12, 2016

2. **PRELIMINARY BUSINESS**

a) **Approval of Minutes – September 14, 2016**

Motion made to approve minutes, for September 14, 2016, Planning Board Meeting. Motion made by Lucius Cushman, seconded by Charles Wallace. Motion carried unanimously (5-0).

b) **Disclosure of Conflicts of Interest – None**

3. **PUBLIC HEARINGS**

- a) **Project Name: OAK FOREST CENTER**
Project Number: 16-21000004
Project Type: Annexation, FLUM, and Rezone

Subject Property Address (es):

Location: 704 West State Road 436

Applicant: Lauren Miller J. Wayne Miller Company

Owner: Oak Forest Center Associates

Annexation, future land use map amendment, and rezone.

Mrs. Tina Demostene stated this is a public hearing and showed proof of publication.

Mrs. Alisha Maraviglia provided an explanation of the project, summarized the findings of the staff report, and recommended the Planning Board make a recommendation to the City Commission to approve the annexation, future land use map amendment, and rezoning.

Chairman Marczak asked for clarification on the annexation request and how it affects the adjacent properties. Mrs. Maraviglia answered that this property is requesting annexation to obtain City utilities. This property and its adjacent properties are within an enclave. Currently, the adjacent properties are not receiving their utilities from the City.

Mr. David Konstan asked questions regarding the parking issues on the site. Mrs. Maraviglia stated there are some temporary parking conditions allowing tenant trailers to park on the property. Mr. John Sember clarified that due to what the County has approved along with tenant expansions that have taken place, discussions with the property owners are necessary to understand the details

Final version – has been reviewed and approved by the Planning Board

City of Altamonte Springs, Planning Board
October 12, 2016

regarding this property and what was authorized by permits.

Mr. Konstan asked about the traffic light island at the corner of the property. Mr. Sember explained that the island was platted but does not exist and provided the background and history.

Mr. Lucius Cushman asked if the Fire Department can circulate around the building due to the fenced off area on the north side of the building. Mr. Sember answered that the Fire Department would not be able to circulate around the building and this is an issue requiring further coordination with the applicant.

Mr. Konstan asked if the jurisdiction of the fenced off parking lot fall under the County or City. Mr. Sember stated that the City Fire Marshal and County Fire Department will look at the ability to serve this property for Fire and Rescue.

Mr. Konstan asked if our recommendation is to accept this current condition on the property. Mr. Sember stated no, we are not addressing improvements in this hearing, only annexation, future land use map and rezoning. The staff report explains property conditions found at the time of annexation and documents questions we want to further discuss with the applicant.

Chairman Marczak asked what will be the process for the adjacent properties to obtain City utilities if they wish to do so. Mr. Sember stated they will have to be annexed into the City through a similar process and used Brown's Gym as an example.

Mr. Cushman asked if there is a crossing plan for the Seminole Wekiva Trail on this property. Mr. Sember answered yes, it is at the Laurel Street intersection with SR 436 and gave more details regarding the crossing plan.

Ms. Lauren Miller, Registered Agent for the Property Owner, stated she agreed with the staff recommendations and added that they are currently on septic and well water.

Chairman Marczak asked how does abandoning an old septic drain system work. Ms. Miller stated the tanks have to be crushed and filled with sand and soil. The process is detailed in the plans according to code. However, the well will be used for irrigation and will be disconnected from the building.

Chairman Marczak opened the public hearing.

Final version – has been reviewed and approved by the Planning Board

City of Altamonte Springs, Planning Board
October 12, 2016

Mr. Joseph Lupus, adjacent property owner of 710 Orange Avenue, asked if the other adjacent properties are required to be annexed also. Chairman Marczak responded no, it is voluntary and not mandatory.

Mr. Sember clarified this annexation is voluntary. However, the City has an agreement with the County that upon a change of ownership of properties in that area, the City can involuntarily annex properties purchased after 1998. The property owners would be notified by the City if the City were to pursue the involuntary annexation process.

Mrs. Mary Sneed commented that this property is situated in an enclave and the State has a policy to eliminate enclaves as much as possible.

Mr. Lupus explained the history of his property's ownership being subdivided and the complexity of shared septic and well water.

Chairman Marczak closed the public hearing and asked for three motions.

Motion was made to recommend approval of Ordinance 1711-16 for the annexation of 704 West State Road 436, together with the property extending to the centerline of the adjacent rights-of-way for West State Road 436 to the north and Orange Avenue to the south. Motion made by Lucius Cushman, seconded by David Konstan. Motion carried unanimously (5-0).

Motion was made to recommend approval of Ordinance 1712-16 to change the future land use map designation from Seminole County HIPTR Higher Intensity Planned Development - Transitional to City West Town Center. Motion made by Lucius Cushman, seconded by David Konstan. Motion carried unanimously (5-0).

Motion was made to recommend approval of Ordinance 1713-16 to change the zoning from Seminole County M-1 Industrial to City C-G General Commercial. Motion made by Lucius Cushman, seconded by Robert Licato. Motion carried unanimously (5-0).

City of Altamonte Springs, Planning Board
October 12, 2016

- b) **Project Name:** **CODE AMENDMENT – OPEN AIR SALES
(ORDINANCE 1709-16)**
Project Number: 16-200000005
Project Type: Land Development Code Amendment

Subject Property Address (es):

Location: CITY WIDE

Applicant: City of Altamonte Springs

Revision to open air sales regulatory provision of the LDC.

Mrs. Demostene stated this is a public hearing and showed proof of publication.

Mr. Sember provided a summary of the existing and proposed open air sales regulations and recommended the Planning Board make a recommendation to the City Commission to approve proposed Ordinance No. 1709-16.

Mr. Konstan asked for further clarification of the Table on page 3 of the staff report regarding the Not Applicable under Food Regulations. Mr. Sember stated it is not applicable to food carts and wagons; they are treated as a continuous event with no maximum limit per year.

Mr. Konstan asked if Saturday morning farmers markets are prohibited in the City. Mr. Sember stated farmers markets are not allowed as a permanent event under this ordinance. Farmers markets will be addressed differently and will have a separate process that will allow them permanent approval. This ordinance is addressing temporary sales.

Mrs. Demostene clarified that farmers markets could be done the same as any other temporary sales and are not prohibited. However, just like any other sale, they can only take place four times a year until an ordinance is made to specifically address them.

Mr. Lucius Cushman asked how many acres are required in order to sell Christmas trees. Mr. Sember stated two acres.

Mr. Cushman asked if a tenant of a strip center wants to have a sale, do they count the acreage of the entire strip center. Mr. Sember answered the entire shopping center has to be counted because it's on the owner's property. The owner gives authorization whether it is to one tenant or to an outside vendor.

Final version – has been reviewed and approved by the Planning Board

City of Altamonte Springs, Planning Board
October 12, 2016

Mr. Cushman asked, does an undeveloped property need to be one acre if they are selling fireworks. Mr. Sember stated the one acre allowance is for agricultural products related to holidays. Fireworks are not included under agricultural products.

Chairman Marczak asked if a permit is always required anytime outdoor sales occur for trees, pumpkins, etc. Mr. Sember stated, yes.

Chairman Marczak asked if the vendors at Lowes and Home Depot have year-long permits. Mr. Sember answered no, it lasts up to thirty days. They have a package they turn in every year to receive a permit.

Chairman Marczak stated that he is not aware of any sidewalk vendors that are only carts. Mr. Sember stated this was added for clarification purposes.

Mr. Cushman asked do stores need a permit when they have a garden sale and put plants in an outside area. Mr. Sember stated the plants by nursery doors that are out on the sidewalk have been approved as part of their site plan or later through a conditional use process.

Chairman Marczak opened the public hearing. No one asked to speak on the item.

Chairman Marczak closed the public hearing and asked for a motion.

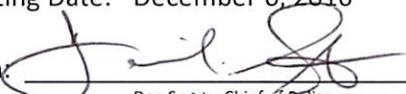
Motion was made to recommend approval of proposed Ordinance No. 1709-16. Motion made by David Konstan, seconded by Robert Licato. Motion carried unanimously (5-0).

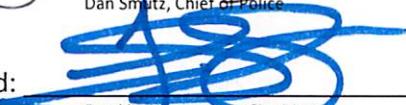
4. **FINAL SITE PLANS** – None
5. **OTHER BUSINESS** – Recognition of Lucius Cushman. The chairman presented a plaque to Mr. Cushman in recognition of his 18 years on the Planning Board. In November, Mr. Cushman will become a City Commissioner.
6. **TENTATIVE AGENDA** – Mrs. Demostene stated that there are two items on the tentative agenda for the November 9, 2016 Planning Board Agenda.
7. **ADJOURNMENT** – Meeting was adjourned at 7:14 p.m.

Final version – has been reviewed and approved by the Planning Board



Meeting Date: December 6, 2016

From: 
Dan Smutz, Chief of Police

Approved: 
Franklin W. Martz, II, City Manager

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: 2017 SunRail Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement

SUMMARY EXPLANATION & BACKGROUND:

SunRail is a commuter rail system in Central Florida, that when fully completed, will connect DeLand in Volusia County to Poinciana in Osceola County. The City of Altamonte Springs has a stop and is located along the SunRail line. As such, the City entered into a partnership with SunRail to provide law enforcement services to respond to emergencies, multi-jurisdictional law enforcement problems, etc.

Additionally, the mutual aid agreement provides for assistance, procedures for requesting law enforcement-related assistance, specifies responsibilities, liability, and terms relating to this mutual partnership.

This is a renewal of the current mutual aid agreement which expires December 31, 2016.

FISCAL INFORMATION: None

RECOMMENDED ACTION: Approve and sign the 2017 SunRail Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement.

**SUNRAIL
COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT 2017**

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the subscribing parties have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Florida Statute 252.34; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Whereas, SunRail is a commuter rail system in Central Florida and, when fully completed, will connect DeLand in Volusia County to Poinciana in Osceola County; and

Whereas, the parties are located along the SunRail line.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing parties hereby approve and enter into this Agreement whereby each of the parties may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, active shooters, terrorism incidents, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the parties hereby approve and enter into this Agreement whereby each party may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug

violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

A. When a person reports that a violation of law occurred on a SunRail train, the party receiving the report shall investigate the offense and try to determine the jurisdiction in which it occurred. If the jurisdiction in which the offense occurred is unknown, the party receiving the report shall assume jurisdiction for any follow-up investigation. If it is determined at any time that the offense occurred in another jurisdiction, the case shall be referred to the appropriate agency and a written report provided.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

A. A party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.

B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

D. The parties are not required to deplete unreasonably their own equipment, resources, facilities, and services to furnish mutual aid pursuant to this Agreement. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

E. Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other party, they shall also assist with operating temporary detention facilities.

F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

G. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

H. If an officer from one party takes law enforcement action in the jurisdiction of another party pursuant to this Agreement, he or she shall notify the agency having jurisdiction as soon as practicable and thereafter take all necessary steps to lawfully complete the enforcement

action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

I. In the following circumstances constituting a law enforcement emergency, the parties shall be deemed to have requested the operational assistance of the other parties to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the responding party shall notify the party in whose jurisdiction the action occurred as soon as possible. Officers from the jurisdiction in question may assume the investigation, and the responding party shall assist as needed. The responding party shall submit a written report documenting the incident and the actions taken. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

1. A law enforcement officer from one of the parties witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person, on a SunRail train or at a SunRail passenger terminal.

2. A law enforcement officer taking law enforcement action pursuant to Section III(I)(1) witnesses a related crime (e.g., resisting).

J. Except for the limited purposes noted in Section III(I), a party is not empowered under this Agreement to take law enforcement action in the jurisdiction of another party without specifically contacting the chief law enforcement executive or designee of that jurisdiction in advance for permission. The decision of that chief law enforcement executive or designee shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.

B. **Conflicts:** Whenever a law enforcement officer from one of the parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

C. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:

1. The identity of the complainant.

2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of Florida Statute 23.127(1), an employee of a party who renders aid outside that party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2020. If they so agree in writing, the chief law enforcement executives of the parties may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

A party may terminate this Agreement for convenience upon delivery of written notice to the other party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. Policy and Training

Each party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. Forfeiture Litigation

If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the chief law enforcement executives of the parties may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. Powers

Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

D. Law Enforcement Related Off-Duty Employment

This Agreement does not grant law enforcement powers for purposes of law enforcement related off-duty employment.

E. Damages

This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

F. Conflicts with Florida Mutual Aid Act

In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

G. Amendments

This Agreement contains the entire understanding between the parties and shall not be renewed, amended, or extended except in writing.

H. Governing Law

This Agreement shall be construed in accordance with Florida law.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

ALTAMONTE SPRINGS POLICE DEPARTMENT

Dan Smutz
Chief of Police

Date: _____

**APPROVED:
ALTAMONTE SPRINGS, FLORIDA**

ATTEST: _____

Angela Aperson, City Clerk

Patricia Bates
Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY
OF ALTAMONTE SPRINGS, FLORIDA,
AT A MEETING HELD ON

UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY BY
THE CITY OF [NAME], FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____ 2016.

City Attorney



Meeting Date: December 6, 2016

From: Mark DeBord
Mark DeBord, Finance Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Request for Approval- Waive Formal Solicitation and Approve Single and Sole Source – Conducted Electrical Weapon and Accessories

SUMMARY EXPLANATION & BACKGROUND: The Altamonte Springs Police Department has requested authorization to waive the formal bid process and approve Taser International as a single and sole source provider of Taser® stun guns, a conducted electrical weapon (CEW), and associated accessories.

In fiscal year 2003 the Police Department made their first purchase of CEW's manufactured by Taser International. After researching companies with similar products, the Department concluded Taser International's CEW is the product that best meets the Department's standards.

The Department is seeking authorization to extend the solicitation waiver again this fiscal year, and annually for the next four years, provided the City obtains confirmation that the units continue to be available solely from Taser International. This would allow the Police Department to replace one-fifth (1/5) of the Tasers each year for the next five years, noting that each unit is provided with a five-year warranty.

Taser International does not have any authorized law enforcement dealers in Florida, which requires us to purchase directly from Taser International. Additionally, Taser International is the sole source distributor for the Blackhawk holsters for the new CEW's.

The sole/single source purchases this fiscal year, and likely the next four years, will exceed the formal solicitation threshold of \$25,000 and over. Therefore, procurement procedures require City Commission approval to waive the formal solicitation process (Procurement Procedure No.003 & 004 and Resolution No. 988) and approve single and sole source purchases.

FISCAL INFORMATION: General Fund / Police (acct # 00105060-505740)

RECOMMENDED ACTION: Waive the formal solicitation process this fiscal year, and annually for the next four years, and authorize the purchase of conducted electrical weapons and accessories from Taser International.



Meeting Date: December 6, 2016

From: Mark DeBord
Mark DeBord, Finance Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Request for Approval- Piggyback Contract Authorization – City Vehicle Purchases

SUMMARY EXPLANATION & BACKGROUND:

Leisure Services is requesting authorization to utilize Florida Sheriff Association (FSA) Contract FSA16-VEL24.0 entitled "Police Rated, Administrative, Utility Vehicles, and Trucks & Vans" and Contract FSA16-VEH14.0 entitled "Cab & Chassis & Other Fleet Equipment Bid Award" for the purchase of new and replacement vehicles for the City in an amount not to exceed \$1,400,000 for FY2017.

The solicitation was a joint effort between the FSA and the Florida Association of Counties with the FSA acting as the "Contract Administrator" in the solicitation process and administration of the resulting contract. The FSA awarded the solicitation to the lowest and best responsive bidder by specification, manufacturer and zone.

Our procurement procedures allow the City to utilize other agency contracts as long as the contracts were the result of a competitive formal sealed solicitation and we abide by the contracting agencies terms, conditions, pricing, and ordering requirements. The FSA solicitation process mirrors the City's solicitation process and procedures.

Because of the substantial amount budgeted to purchase new and replacement vehicles, staff is requesting authorization to purchase these vehicles via this piggyback contract option in lieu of issuing our own solicitation.

FISCAL INFORMATION: Fund: Various Acct / Project No.: Various

RECOMMENDED ACTION: Authorize the FY2017 purchase of new and replacement vehicles in an amount not to exceed \$1,400,000.00 utilizing Florida Sheriff Association Contracts FSA16-VEL24.0 and FSA16-VEH14.0.



Meeting Date: December 6, 2016

From: Mark B. DeBord
Mark B. DeBord, Finance Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Northlake Blvd Corridor Improvements – Altamonte Hospitality LP Easement Purchase (Parcel 4)

SUMMARY EXPLANATION & BACKGROUND: As part of the Northlake Boulevard Corridor Improvements Project, additional right of way or easements are needed from several property locations within the corridor. We have been meeting with the affected property owners and have reached an agreement for the needed Sidewalk and Landscaping Easement with the Altamonte Hospitality LP property (the Altamonte Hilton).

The easement needed for this project is 350 square feet. The purchase price of \$2,000 is based on the value of \$1,195 from the appraisal prepared by DeRango, Best and Associates on behalf of the City, and includes an additional \$805 for landscaping and irrigation replacement costs at the site entrance (a copy of the appraisal report is available upon request). We believe this to be a fair value and recommend Commission approval.

The City is using our standard Purchase Agreement. However, final details are still being negotiated with the property owner. Once we receive the signed document from the property owner, we will seek the Mayor's signature to fully execute the document.

FISCAL INFORMATION: Funds for this project are budgeted in the 3rd Generation Infrastructure Sales Tax Fund.

RECOMMENDED ACTION: Approve the purchase and authorize the Mayor to sign the agreement after it is finalized.



Meeting Date: December 6, 2016

From: Mark B. DeBord
Mark B. DeBord, Finance Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Northlake Blvd Corridor Improvements – North Lake Center Owner’s Association Easement Purchase (Parcels 5 and 6)

SUMMARY EXPLANATION & BACKGROUND: As part of the Northlake Boulevard Corridor Improvements Project, additional right of way or easements are needed from several property locations within the corridor. We have been meeting with the affected property owners and have reached an agreement for the needed Sidewalk, Landscaping and Drainage Easement with the North Lake Center Owner’s Association.

The easement needed for this project is 10,046 square feet. The purchase price of \$30,050 is based on the value from the appraisal prepared by DeRango, Best and Associates on behalf of the City (a copy of the appraisal report is available upon request). We believe this to be a fair value and recommend Commission approval.

The purchase agreement signed by the seller is attached.

FISCAL INFORMATION: Funds for this project are budgeted in the 3rd Generation Infrastructure Sales Tax Fund.

RECOMMENDED ACTION: Approve the purchase agreement.

Initiated by: Initiated by: Brett Blackadar, Chief Transportation Engineer

PURCHASE AGREEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS PURCHASE AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2016, by and between **NORTH LAKE CENTER OWNER'S ASSOCIATION, INC.**, a corporation not for profit existing under the laws of the State of Florida, and whose address is 600 South North Lake Blvd, Suite 110, Altamonte Springs, FL 32701-6130, hereinafter referred to as the "**Seller**" and **THE CITY OF ALTAMONTE SPRINGS, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "**Purchaser**". Seller and Purchaser may sometimes be referred to in this Agreement individually as a "**Party**" or collectively "**Parties**."

WITNESSETH:

WHEREAS, the Purchaser requires the hereinafter described Easement for right of way improvements, including, without limitation, sidewalk installation and upgrade, drainage improvements and landscaping and irrigation ("**the Improvements**"); and

WHEREAS, the Seller is willing to sell the Easement necessary for completion of the Improvements to the Purchaser subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Seller hereby agrees to sell and the Purchaser hereby agrees to buy the following Property upon the following terms and conditions:

I. PROPERTY.

The Easement to be conveyed from Seller to Purchaser is set forth on the Sketch of Description, with Legal Description, attached hereto as **Exhibit "A"**, and incorporated herein by this reference (the "**Property**"). All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances.

Comprising a portion of Parcel I. D. Numbers: 14-21-29-300-014P-0000 and 14-21-29-300-014C-0000

II. PURCHASE PRICE.

(a) The Seller agrees to sell and convey the above described Easement, free of liens and encumbrances, unto the Purchaser for the sum of **\$30,050.00** (the "**Purchase Price**"). Purchaser shall escrow the Purchase Price with Empire Title Company of Florida, Inc. upon execution of this Agreement.

(b) The Purchaser shall be responsible for the recording fees for the Easement. The Purchaser shall also be responsible for the fees of a new property boundary survey, if required.

(c) Closing costs shall be withheld by Empire Title Company of Florida, Inc. from the proceeds of this sale and paid to the proper authority on behalf of Seller and Purchaser, as appropriate.

(d) The Seller covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the Purchaser.

(e) Purchaser shall pay to Seller the balance of the Purchase Price, net of any liens or encumbrances, in cash, on the date of closing.

III. CONDITIONS.

(a) The Purchaser shall pay to the Seller the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The Seller agrees to close within thirty (30) days of notice by the Purchaser or the Purchaser's closing agent that a closing is ready to occur.

(b) This Agreement is contingent upon the approval of the sale of the Easement by the Altamonte Springs City Commission.

(c) Prior to closing, Seller shall provide to Purchaser any offsite easements necessary for construction of the Improvements described above.

(d) The Seller agrees to surrender possession of the Easement upon the date of delivery of the instruments and closing of this Agreement.

(e) Seller warrants that there are no facts known to Seller materially affecting the value of the Easement which are not readily observable by the Purchaser or which have not been disclosed to the Purchaser.

(f) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of an Easement, also include the covenant of further assurances.

(g) The Parties shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(h) To the extent permitted by Florida law, the Purchaser shall be solely responsible for all of due diligence activities conducted on the Easement. The Seller shall not be considered an agent or employee of the Purchaser for any reason whatsoever on account of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names on the day and year first above written.

Seller:

NORTH LAKE CENTER OWNER'S ASSOCIATION, INC., a Florida non-profit corporation

By: Judy Lawson
Judy Lawson, President

Witness:

Erin Boyer
Name: Erin Boyer

Witness:

Dana E Weddle
Name: DANA E WEDDLE

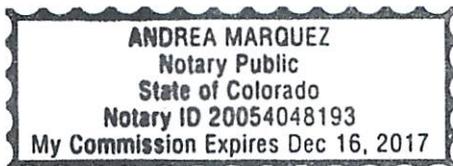
STATE OF COLORADO
CITY AND COUNTY OF BOULDER

The foregoing instrument was acknowledged before me this 22nd day of November, 2016, by Judy Lawson, President of NORTH LAKE CENTER OWNER'S ASSOCIATION, INC. and she acknowledged before me that she had the authority to and did execute same.

Andrea Marquez
Signature of Notary Public

Andrea Marquez
(Print Notary Name)

AFFIX NOTARY STAMP



Personally known, or
 Produced Identification
Type of Identification Produced:

[Additional Signature Page Follows]

Purchaser:

THE CITY OF ALTAMONTE SPRINGS

By: _____
Pat Bates, Mayor

Date:

ATTEST: _____
Angela M. Apperson, City Clerk

Approved as to form and legality
for use and reliance by the City
of Altamonte Springs

James A. ("Skip") Fowler, City Attorney

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Pat Bates and Angela M. Apperson, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

Signature

(Notary Seal)

Print or type name

Notary Public-State of Florida
Commission No: _____
My Commission Expires: _____

Attachments:

Exhibit "A"– the Sketch of Description of Property

DESCRIPTION:

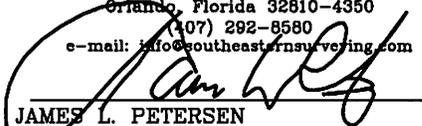
A portion of the Southwest quarter of Section 14, Township 21 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of North Lake Island, according to the plat thereof, as recorded in Plat Book 32, Page 1, of the Public Records of Seminole County, Florida, said point lying on the West Right of Way line of North Lake Boulevard per Official Record Book 1209, Page 614, of the Public Records of Seminole County, Florida; said point also being a point on a non-tangent curve concave Easterly, having a radius of 425.55 feet, a central angle of 16°43'45" and a chord bearing of South 07°58'16" West; thence along said West Right of Way line, the following two (2) courses and distances, from a tangent bearing of South 16°20'08" West, Southerly 124.25 feet along the arc of said curve to a point of tangency; thence South 00°23'37" East, a distance of 254.36 feet; thence departing said West Right of Way line, South 89°36'23" West, a distance of 20.00 feet to a line parallel with and 20.00 feet West of said West Right of Way line; thence along said parallel line, the following two (2) courses and distances, North 00°23'37" West, a distance of 254.36 feet to a point of curvature of a curve concave Easterly, having a radius of 445.55 feet and a central angle of 00°40'45"; thence Northerly along the arc of said curve a distance of 5.28 feet to a point on said curve; thence departing said parallel line, North 87°01'58" West, a distance of 30.03 feet to a point on a line parallel with and 50.00 feet West of the aforementioned West Right of Way line of North Lake Boulevard, being a point on a non-tangent curve concave Easterly, having a radius of 475.55 feet, a central angle of 02°24'38" and a chord bearing of North 01°39'36" East; thence from a tangent bearing of North 00°27'17" East, Northerly 20.01 feet along the arc of said curve and along said parallel line to a point on said curve; thence departing said parallel line, South 87°01'58" East, a distance of 30.00 feet to a point on the aforementioned line parallel with and 20.00 feet West of the aforementioned West Right of Way line of North Lake Boulevard, being a point on a non-tangent curve concave Easterly, having a radius of 445.55 feet, a central angle of 14°57'31" and a chord bearing of North 10°20'16" East; thence from a tangent bearing of North 02°51'30" East, Northerly 116.32 feet along the arc of said curve to the South line of aforementioned North Lake Island; thence South 43°31'52" East, a distance of 22.95 feet along said South line to the POINT OF BEGINNING.

Containing 8346 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West Right of Way line of North Lake Boulevard being South 00°23'37" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
3. I have reviewed the Title Search Report furnished by First American Title Insurance Company, File Number 2037-3566568, dated May 18, 2016.

Description	Date: May 11, 2016 EC		Certification Number LB2108 60071008  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Job Number: 60071	Scale: 1" = 100'	
City of Altamonte Springs, Florida	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 06/04/2016 EC		 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION

BLOCK "A"
NORTH LAKE ISLAND
PLAT BOOK 32, PAGE 1

SOUTH LINE OF
NORTH LAKE ISLAND

SECTION 14-21S-29E

PERPETUAL NON-EXCLUSIVE STORMWATER
DETENTION EASEMENT
OFFICIAL RECORD BOOK 1405, PAGE 285
& OFFICIAL RECORD BOOK 1608, PAGE 1346

DRAINAGE EASEMENT
OFFICIAL RECORD BOOK 1663, PAGE 811

EMERGENCY MAINTENANCE AND REPAIR EASEMENT
OFFICIAL RECORD BOOK 8332, PAGE 913

NOT PLATTED

NOT PLATTED

EMERGENCY MAINTENANCE AND REPAIR EASEMENT
OFFICIAL RECORD BOOK 8332, PAGE 913

NORTH LAKE HILTON
PLAT BOOK 30, PAGE 63

ABBREVIATIONS:

POB = POINT OF BEGINNING
NT = NON-TANGENT
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
TB = TANGENT BEARING
ORB = OFFICIAL RECORD BOOK
PG = PAGE

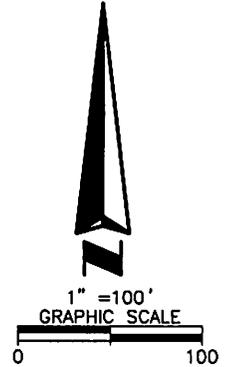
Drawing No. 60071008
Job No. 60071
Date: MAY 11, 2016
SHEET 2 OF 2
See Sheet 1 for Description

NORTH LAKE BOULEVARD
RIGHT OF WAY VARIES PER OFFICIAL
RECORD BOOK 1209, PAGE 614

20.00' UTILITY EASEMENT
PER ORB 1374, PG 1618

20.00' UTILITY EASEMENT
PER ORB 1374, PG 1618

POB
SOUTHEAST CORNER OF
NORTH LAKE ISLAND



LINE TABLE

LINE #	BEARING	LENGTH
L1	S00°23'37"E	254.36'
L2	S89°36'23"W	20.00'
L3	N00°23'37"W	254.36'
L4	N87°01'58"W	30.03'
L5	S87°01'58"E	30.00'
L6	S43°31'52"E	22.95'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	425.55'	16°43'45"	124.25'	S07°58'16"W	123.81'
C2	445.55'	0°40'45"	5.28'	N00°03'15"W	5.28'
C3	475.55'	2°24'38"	20.01'	N01°39'36"E	20.01'
C4	445.55'	14°57'31"	116.32'	N10°20'16"E	115.99'



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

REVISED 06/04/2016 EC
THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 2

DESCRIPTION:

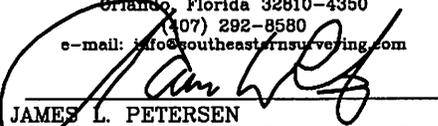
A portion of the Southwest quarter of Section 14, Township 21 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of North Lake Island, according to the plat thereof, as recorded in Plat Book 32, Page 1, of the Public Records of Seminole County, Florida, said point lying on the West Right of Way line of North Lake Boulevard per Official Record Book 1209, Page 614, of the Public Records of Seminole County, Florida; said point also being a point on a non-tangent curve concave Easterly, having a radius of 425.55 feet, a central angle of 16°43'45" and a chord bearing of South 07°58'16" West; thence along said West Right of Way line, the following two (2) courses and distances, from a tangent bearing of South 16°20'08" West, Southerly 124.25 feet along the arc of said curve to a point of tangency; thence South 00°23'37" East, a distance of 254.36 feet to the POINT OF BEGINNING; thence continue along said West Right of Way line South 00°23'37" East, a distance of 85.00 feet to the Northeast corner of North Lake Hilton, according to the plat thereof, as recorded in Plat Book 30, Page 63, of the Public Records of Seminole County, Florida; thence South 89°36'23" West, a distance of 20.00 feet along the North line of said North Lake Hilton to a line parallel with and 20.00 feet West of the aforementioned West Right of Way line of North Lake Boulevard; thence along said parallel line North 00°23'37" West, a distance of 85.00 feet; thence departing said parallel line, North 89°36'23" East, a distance of 20.00 feet to the POINT OF BEGINNING.

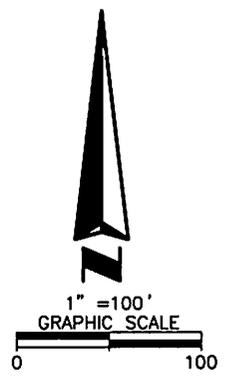
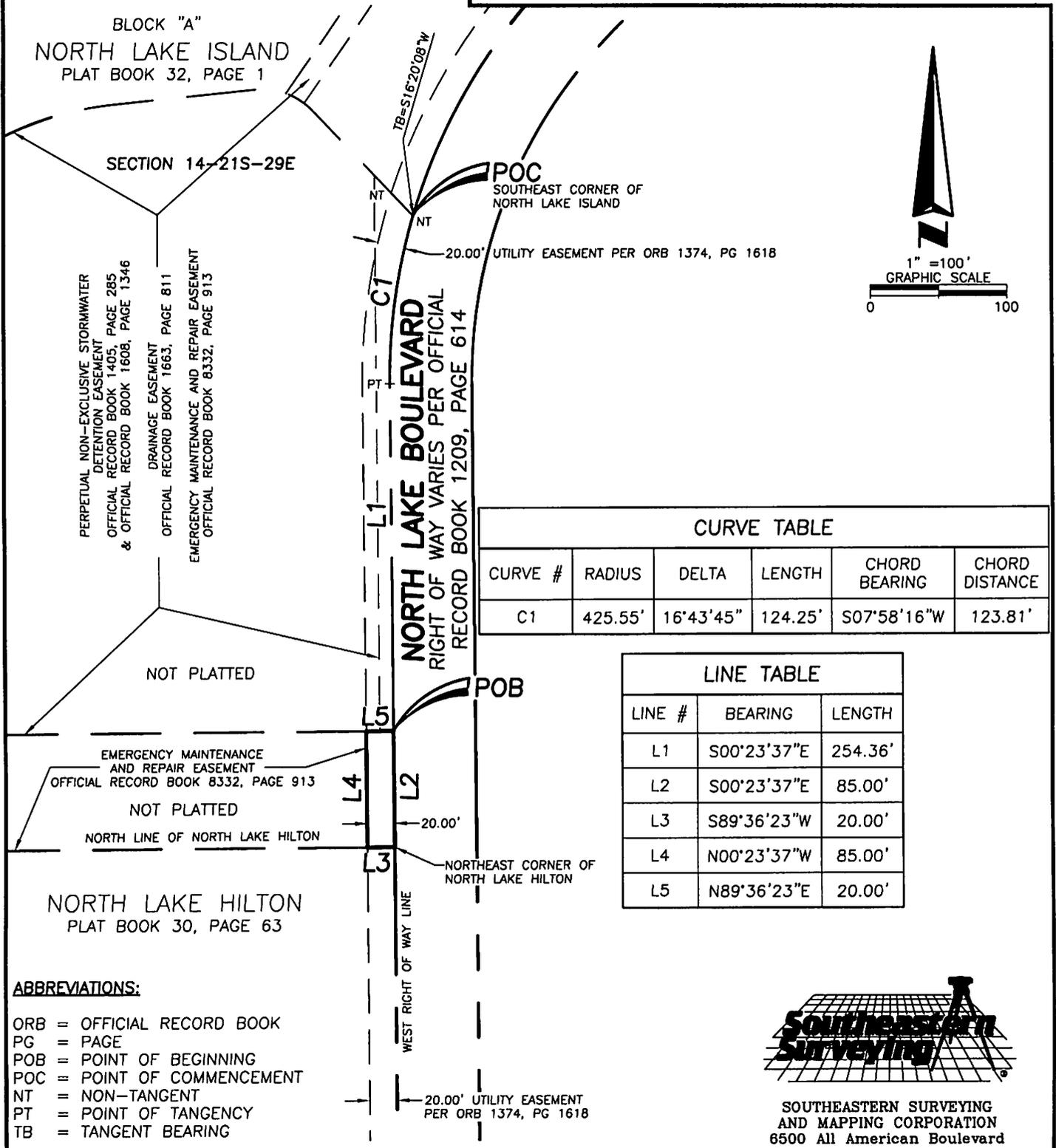
Containing 1700 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West Right of Way line of North Lake Boulevard being South 00°23'37" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
3. I have reviewed the Title Search Report furnished by First American Title Insurance Company, File Number 2037-3566568, dated May 18, 2016.

Description	Date: May 11, 2016 EC		Certification Number LB2108 60071009
	Job Number: 60071	Scale: 1" = 100'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
City of Altamonte Springs, Florida		Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 06/04/2016 EC	
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791	

SKETCH OF DESCRIPTION



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	425.55'	16°43'45"	124.25'	S07°58'16"W	123.81'

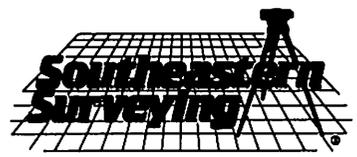
LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°23'37"E	254.36'
L2	S00°23'37"E	85.00'
L3	S89°36'23"W	20.00'
L4	N00°23'37"W	85.00'
L5	N89°36'23"E	20.00'

ABBREVIATIONS:

- ORB = OFFICIAL RECORD BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- NT = NON-TANGENT
- PT = POINT OF TANGENCY
- TB = TANGENT BEARING

Drawing No. 60071009
 Job No. 60071
 Date: MAY 11, 2016
 SHEET 2 OF 2
 See Sheet 1 for Description

REVISED 06/04/2016 EC
 THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEET 1 THROUGH 2



SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580
 Certification Number LB2108
 e-mail: info@southeasternsurveying.com



Meeting Date: December 6, 2016

From: Mark B. DeBord
Mark B. DeBord, Finance Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Northlake Blvd Corridor Improvements – RCS NORTHLAKE GAR, LLC and CENTRAL-LIPAN, LLC Easement Purchase (Parcel 9)

SUMMARY EXPLANATION & BACKGROUND: As part of the Northlake Boulevard Corridor Improvements Project, additional right of way or easements are needed from several property locations within the corridor. We have been meeting with the affected property owners and have reached an agreement for the needed Sidewalk, Landscaping and Utility Easement with the RCS NORTHLAKE GAR, LLC and CENTRAL-LIPAN, LLC property.

The easement needed for this project is 562 square feet. The purchase price of \$3,540 is based on the value from the appraisal that was prepared by DeRango, Best and Associates on behalf of the City (a copy of the appraisal report is available upon request). We believe this to be a fair value and recommend Commission approval.

The purchase agreement signed by the seller is attached.

FISCAL INFORMATION: Funds for this project are budgeted in the 3rd Generation Infrastructure Sales Tax Fund.

RECOMMENDED ACTION: Approve the purchase agreement.

Initiated by: Initiated by: Brett Blackadar, Chief Transportation Engineer

PURCHASE AGREEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS PURCHASE AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2016, by and between **RCS-NORTHLAKE GAR, LLC**, a Colorado limited liability company and **CENTRAL-LIPAN, LLC**, a Colorado limited liability company both having an address of c/o Real Capital Solutions, 371 Centennial Pkwy, Suite 200, Louisville, CO 80027, hereinafter collectively referred to as the "**Seller**" and **THE CITY OF ALTAMONTE SPRINGS, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "**Purchaser**". Seller and Purchaser may sometimes be referred to in this Agreement individually as a "**Party**" or collectively "**Parties**."

WITNESSETH:

WHEREAS, the Purchaser requires the hereinafter described Easement for right of way improvements, including, without limitation, sidewalk installation and upgrade, landscaping and irrigation ("**the Improvements**"); and

WHEREAS, the Seller is willing to sell the Easement necessary for completion of the Improvements to the Purchaser subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Seller hereby agrees to sell and the Purchaser hereby agrees to buy the following Property upon the following terms and conditions:

I. PROPERTY.

The Easement to be conveyed from Seller to Purchaser is set forth on the Sketch of Description, with Legal Description, attached hereto as **Exhibit "A"**, and incorporated herein by this reference (the "**Property**"). All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances.

Comprising a portion of Parcel I. D. Number: 14-21-29-502-0000-0040

II. PURCHASE PRICE.

(a) The Seller agrees to sell and convey the above described Easement, free of liens and encumbrances, unto the Purchaser for the sum of **\$3,540.00** (the "**Purchase Price**"). Purchaser shall escrow the Purchase Price with Empire Title Company of Florida, Inc. upon execution of this Agreement.

(b) The Purchaser shall be responsible for the recording fees for the Easement. The Purchaser shall also be responsible for the fees of a new property boundary survey, if required.

(c) Closing costs shall be withheld by Empire Title Company of Florida, Inc. from the proceeds of this sale and paid to the proper authority on behalf of Seller and Purchaser, as appropriate.

(d) The Seller covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the Purchaser.

(e) Purchaser shall pay to Seller the balance of the Purchase Price, net of any liens or encumbrances, in cash, on the date of closing. Seller shall inform Empire Title Company of Florida, Inc. where to pay said funds, and Seller shall distribute said funds amongst itself as it deems appropriate.

III. CONDITIONS.

(a) The Purchaser shall pay to the Seller the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The Seller agrees to close within thirty (30) days of notice by the Purchaser or the Purchaser's closing agent that a closing is ready to occur.

(b) This Agreement is contingent upon the approval of the sale of the Easement by the Altamonte Springs City Commission.

(c) Prior to closing, Seller shall provide to Purchaser any offsite easements necessary for construction of the Improvements described above.

(d) The Seller agrees to surrender possession of the Easement upon the date of delivery of the instruments and closing of this Agreement.

(e) Seller warrants that there are no facts known to Seller materially affecting the value of the Easement which are not readily observable by the Purchaser or which have not been disclosed to the Purchaser.

(f) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of an Easement, also include the covenant of further assurances.

(g) The Parties shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(h) To the extent permitted by Florida law, the Purchaser shall be solely responsible for all of due diligence activities conducted on the Easement. The Seller shall

not be considered an agent or employee of the Purchaser for any reason whatsoever on account of the Agreement.

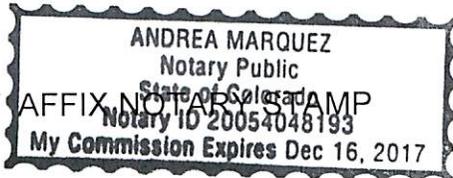
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names on the day and year first above written.

Seller:
RCS-NORTHLAKE GAR, LLC, a Colorado limited liability company

By: *Sharon K. Eshima* *[Signature]*
Sharon K. Eshima, Manager

STATE OF COLORADO
COUNTY OF BOULDER

The foregoing Purchase Agreement was acknowledged before me this 23rd day of November, 2016, by Sharon K. Eshima, as Manager of RCS-NORTHLAKE GAR, LLC on behalf of the limited liability company, and who acknowledged before me that she had the authority to and did execute same.



[Signature]
Signature of Notary Public
Andrea Marquez
(Print Notary Name)
 Personally known, or
 Produced Identification
Type of Identification Produced:

[Additional Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names on the day and year first above written.

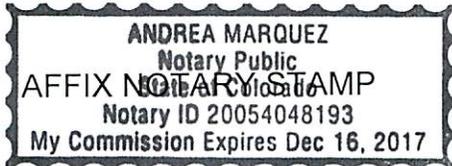
Seller:

CENTRAL-LIPAN, LLC

By: Sharon K. Eshima  
Sharon K. Eshima, Manager

STATE OF COLORADO
COUNTY OF BOULDER

The foregoing Purchase Agreement was acknowledged before me this 23rd day of November, 2016, by Sharon K. Eshima, as Manager of CENTRAL-LIPAN, LLC on behalf of the limited liability company, and who acknowledged before me that she had the authority to and did execute same.





Signature of Notary Public

Andrea Marquez

(Print Notary Name)

Personally known, or
 Produced Identification
Type of Identification Produced:

[Additional Signature Page Follows]

Purchaser:

THE CITY OF ALTAMONTE SPRINGS

By: _____
Pat Bates, Mayor

Date:

ATTEST: _____
Angela M. Apperson, City Clerk

Approved as to form and legality
for use and reliance by the City
of Altamonte Springs

James A. ("Skip") Fowler, City Attorney

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Pat Bates and Angela M. Apperson, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

Signature

(Notary Seal)

Print or type name

Notary Public-State of Florida
Commission No: _____
My Commission Expires: _____

Attachments:

Exhibit "A"– the Sketch of Description of Property

DESCRIPTION:

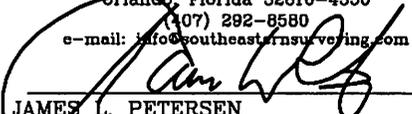
A portion of the Southeast quarter of Section 14, Township 21 South, Range 29 East, Seminole County, Florida, and a portion of Lot 5 of Hudson Park, according to the plat thereof, as recorded in Plat Book 1, Page 69, of the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 39, Block "A", Dol-Ray Manor, according to the plat thereof, as recorded in Plat Book 11, Page 98, of the Public Records of Seminole County, Florida; thence North 00°23'56" West, a distance of 146.23 feet along the West line of said Dol-Ray Manor to the East Right of Way line of North Lake Boulevard per Official Record Book 1209, Page 614, of the Public Records of Seminole County, Florida; thence along said East Right of Way line, the following two (2) courses and distances, North 82°19'08" West, a distance of 16.96 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 580.57 feet, a central angle of 58°51'59" and a chord bearing of South 37°12'36" West; thence from a tangent bearing of South 07°46'37" West, Southwesterly 596.49 feet along the arc of said curve to the POINT OF BEGINNING; thence departing said East Right of Way line, South 00°19'49" East, a distance of 5.44 feet to a point on a non-tangent curve concave Northerly, having a radius of 555.00 feet, a central angle of 00°33'59" and a chord bearing of South 69°01'47" West; thence from a tangent bearing South 68°44'48" West, Westerly 5.49 feet along the arc of said curve to a point of tangency; thence South 69°18'47" West, a distance of 69.28 feet to a point of curvature of a curve concave Southeasterly, having a radius of 335.00 feet and a central angle of 21°28'48"; thence Southwesterly along the arc of said curve a distance of 125.59 feet to the aforementioned East Right of Way line of North Lake Boulevard and a point on a non-tangent curve concave Southeasterly, having a radius of 365.55 feet, a central angle of 22°28'30" and a chord bearing of North 58°04'32" East; thence along said East Right of Way line, the following three (3) courses and distances, from a tangent bearing North 46°50'17" East, Northeasterly 143.39 feet along the arc of said curve to a point of tangency; thence North 69°18'47" East, a distance of 32.54 feet to a point of curvature of a curve concave Northerly, having a radius of 580.57 feet and a central angle of 02°40'11"; thence Easterly along the arc of said curve a distance of 27.05 feet to the POINT OF BEGINNING.

Containing 562 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of Dol-Ray Manor, according to the plat thereof, as recorded in Plat Book 11, Page 98, of the Public Records of Seminole County, Florida, being North 00°23'56" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
3. I have reviewed the Title Search Report furnished by First American Title Insurance Company, File Number 2037-3566575, dated May 18, 2016.

Description	Date: May 11, 2016 EC	Certification Number LB2108 60071006
City of Altamonte Springs, Florida	Job Number: 60071	Scale: 1" = 100'
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 06/04/2016 EC	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	
		 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791

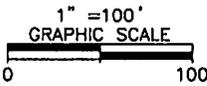
SKETCH OF DESCRIPTION

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	580.57'	58°51'59"	596.49'	S37°12'36"W	570.60'
C2	555.00'	0°33'59"	5.49'	S69°01'47"W	5.49'
C3	335.00'	21°28'48"	125.59'	S58°34'23"W	124.86'
C4	365.55'	22°28'30"	143.39'	N58°04'32"E	142.47'
C5	580.57'	2°40'11"	27.05'	N67°58'42"E	27.05'

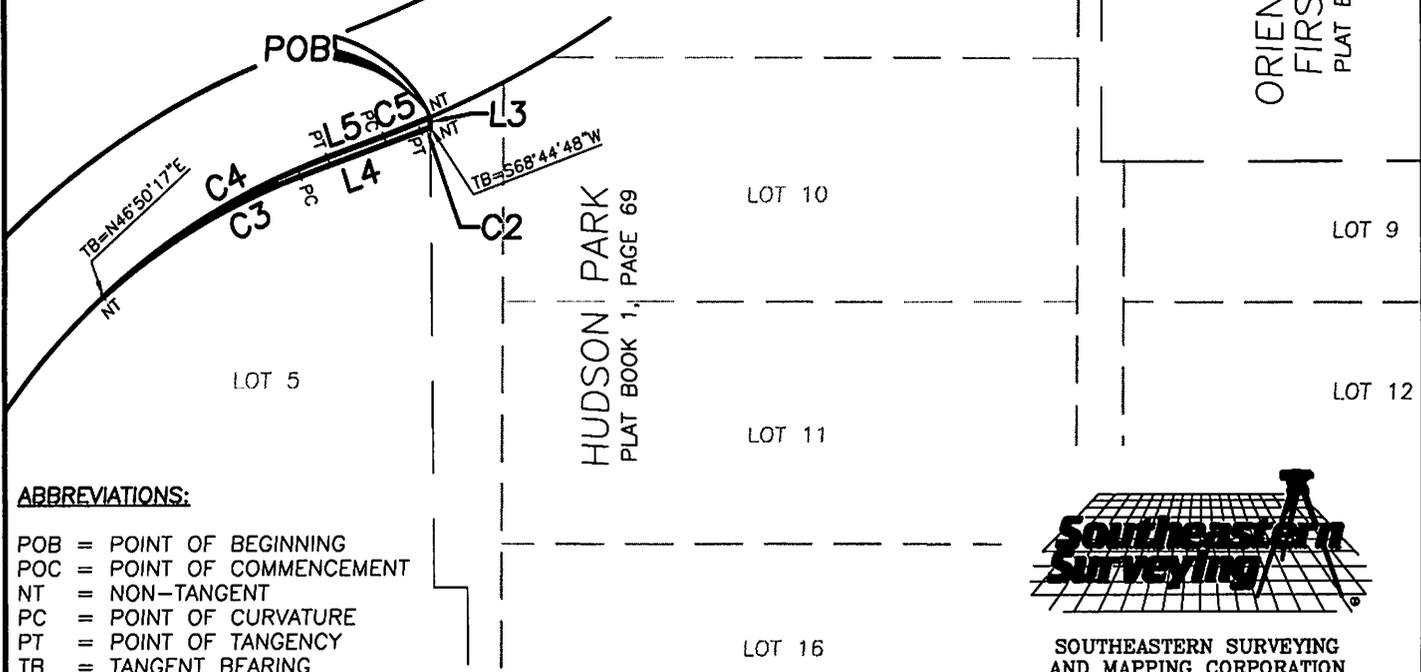
LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°23'56"W	146.23'
L2	N82°19'08"W	16.96'
L3	S00°19'49"E	5.44'
L4	S69°18'47"W	69.28'
L5	N69°18'47"E	32.54'



NORTH LAKE BOULEVARD
 RIGHT OF WAY VARIES PER OFFICIAL
 RECORD BOOK 1209, PAGE 614
 EAST RIGHT OF C1 WAY LINE

SECTION 14-21S-29E



LOT 38
 BLOCK "A"
 WEST LINE OF
 DOL-RAY MANOR
 LOT 39
 DOL-RAY MANOR
 PLAT BOOK 11, PAGE 98

POC
 SOUTHWEST CORNER
 OF LOT 39

ORIENTA GARDENS
 FIRST ADDITION
 PLAT BOOK 10, PAGE 27

HUDSON PARK
 PLAT BOOK 1, PAGE 69

ABBREVIATIONS:

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- NT = NON-TANGENT
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- TB = TANGENT BEARING

Drawing No. 60071006
 Job No. 60071
 Date: MAY 11, 2016
 SHEET 2 OF 2
 See Sheet 1 for Description

REVISED 06/04/2016 EC
 THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEET 1 THROUGH 2



SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580

Certification Number LB2108
 e-mail: info@southeasternsurveying.com



Meeting Date: December 6, 2016

From: Mark B. DeBord
Mark B. DeBord, Finance Director

Approved: Franklin W. Martz, II
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Northlake Blvd Corridor Improvements – Mid-America Capital Partners Easement Purchase (Parcels 10 and 10A)

SUMMARY EXPLANATION & BACKGROUND: As part of the Northlake Boulevard Corridor Improvements Project, additional right of way or easements are needed from several property locations within the corridor. We have been meeting with the affected property owners and have reached an agreement for the needed Temporary Construction Easement and Sidewalk, Landscaping and Utility Easement with Mid-America Capital Partners (for the Tiffany Oaks Apartments property).

The Temporary Construction Easement needed for this project is 2,055 square feet and the Sidewalk, Landscaping and Utility Easement needed is 5,237 SF. The purchase price of \$58,010 is based on the value from the appraisal that was prepared by DeRango, Best and Associates on behalf of the City, plus an additional \$11,000 in landscaping and irrigation replacement costs that was negotiated with the property owner (a copy of the appraisal is available upon request). We believe this to be a fair value and recommend Commission approval.

The purchase agreement signed by the seller is attached.

FISCAL INFORMATION: Funds for this project are budgeted in the 3rd Generation Infrastructure Sales Tax Fund.

RECOMMENDED ACTION: Approve the purchase agreement.

Initiated by: Initiated by: Brett Blackadar, Chief Transportation Engineer

PURCHASE AGREEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS PURCHASE AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2016, by and between MID-AMERICA APARTMENTS, L.P., a Tennessee limited partnership, successor by merger to **MID-AMERICA CAPITAL PARTNERS, L.P.**, a Delaware limited partnership, and whose address is 6584 Poplar Avenue, Memphis, TN 38138-3687, hereinafter referred to as the "**Seller**" and **THE CITY OF ALTAMONTE SPRINGS, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "**Purchaser**". Seller and Purchaser may sometimes be referred to in this Agreement individually as a "**Party**" or collectively "**Parties**."

WITNESSETH:

WHEREAS, the Purchaser requires the hereinafter described Easement for right of way improvements, including, without limitation, sidewalk installation and upgrade, landscaping and irrigation, and driveway reconstruction ("**the Improvements**"); and

WHEREAS, the Seller is willing to sell the Easement necessary for completion of the Improvements to the Purchaser subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Seller hereby agrees to sell and the Purchaser hereby agrees to buy the following Property upon the following terms and conditions:

I. PROPERTY.

The Easement to be conveyed from Seller to Purchaser is set forth on the Sketch of Description, with Legal Description, attached hereto as **Exhibit "A"**, and incorporated herein by this reference (the "**Property**"). All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances.

Comprising a portion of Parcel I. D. Number: 14-21-29-502-0000-0050

II. PURCHASE PRICE.

(a) The Seller agrees to sell and convey the above described Easement, free of liens and encumbrances, unto the Purchaser for the sum of **\$58,010.00** (the "**Purchase Price**") which includes all landscaping and irrigation replacement costs within the Property incurred by Seller as a result of the initial installation of the Improvements. Purchaser shall escrow the Purchase Price with Empire Title Company of Florida, Inc. upon execution of this Agreement.

(b) The Purchaser shall be responsible for the recording fees for the Easement. The Purchaser shall also be responsible for the fees of a new property boundary survey, if required.

(c) Closing costs shall be withheld by Empire Title Company of Florida, Inc. from the proceeds of this sale and paid to the proper authority on behalf of Seller and Purchaser, as appropriate.

(d) The Seller covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the Purchaser.

(e) Purchaser shall pay to Seller the balance of the Purchase Price, net of any liens or encumbrances, in cash, on the date of closing.

III. CONDITIONS.

(a) The Purchaser shall pay to the Seller the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The Seller agrees to close within thirty (30) days of notice by the Purchaser or the Purchaser's closing agent that a closing is ready to occur. If the closing does not occur on or before [March 31, 2017], then Seller may terminate this Agreement upon prior written notice to Purchaser and this Agreement shall have no further force and effect.

(b) This Agreement is contingent upon the approval of the City's purchase of the Easement by the Altamonte Springs City Commission.

(c) Prior to closing, Seller shall provide to Purchaser any offsite easements necessary for construction of the Improvements described above similar to the form attached hereto as Exhibit B; and Purchaser shall obtain a Quit Claim Deed to the Seller for the property described on Exhibit C attached hereto (the "Gap Parcels").

(d) The Seller agrees to surrender possession of the Easement upon the date of delivery of the instruments and closing of this Agreement.

(e) The Parties shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(f) To the extent permitted by Florida law, the Purchaser shall be solely responsible for all of due diligence activities conducted on the Easement. The Seller shall not be considered an agent or employee of the Purchaser for any reason whatsoever on account of the Agreement.

(g) Purchaser and Seller acknowledge and agree that the Property is currently subject to a mortgage. This Agreement is contingent upon Seller either (a) releasing the

Property from the mortgage or (b) receiving the written approval of the lender for the easement in a form satisfactory to the City. The closing of the Property and the transfer of funds related to the Purchase Price cannot occur until one of the two conditions above is satisfied.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names on the day and year first above written.

Seller:

MID-AMERICA APARTMENTS, L.P.

By: Mid-America Apartment Communities, Inc., its general partner

By: Robert J. DePiro
Printed Name: Robert J. DePiro
Title: EVP

STATE OF TENNESSEE
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 28 day of November, 2016, by Robert J. DePiro, as EVP of MID-AMERICA APARTMENT COMMUNITIES, INC., general partner of MID-AMERICA APARTMENTS, L.P., on behalf of the limited partnership, and they acknowledged before me that they had the authority to and did execute same.

My Commission Expires July 28, 2018

Kellye McCoy
Signature of Notary Public

Kellye McCoy
(Print Notary Name)

AFFIX NOTARY STAMP



Personally known, or
 Produced Identification
Type of Identification Produced:

[Additional Signature Page Follows]

Purchaser:

THE CITY OF ALTAMONTE SPRINGS

By: _____
Pat Bates, Mayor

Date:

ATTEST: _____
Angela M. Apperson, City Clerk

Approved as to form and legality
for use and reliance by the City
of Altamonte Springs

James A. ("Skip") Fowler, City Attorney

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Pat Bates and Angela M. Apperson, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

(Notary Seal)

Signature

Print or type name

Notary Public-State of Florida
Commission No: _____
My Commission Expires: ____

Attachments:

- Exhibit "A" – the Sketch of Description of Property
- Exhibit "B" – form of Easements
- Exhibit "C" – Description of Gap Parcels

DESCRIPTION:

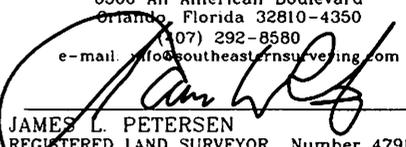
A portion of the Southeast quarter of Section 14, Township 21 South, Range 29 East, Seminole County, Florida, and a portion of Lots 4, 6, and 10 of Hudson Park, according to the plat thereof, as recorded in Plat Book 1, Page 69, of the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 39, Block "A", Dol-Ray Manor, according to the plat thereof, as recorded in Plat Book 11, Page 98, of the Public Records of Seminole County, Florida; thence North 00°23'56" West, a distance of 146.23 feet along the West line of said Dol-Ray Manor to the East Right of Way line of North Lake Boulevard per Official Record Book 1209, Page 614, of the Public Records of Seminole County, Florida; thence North 82°19'08" West, a distance of 10.63 feet along said East Right of Way line to the POINT OF BEGINNING; said point also being the beginning of a non-tangent curve concave Westerly, having a radius of 1095.00 feet, a central angle of 01°50'28" and a chord bearing of South 08°43'33" West; thence departing said East Right of Way line, from a tangent bearing of South 07°48'19" West, Southerly 35.18 feet along the arc of said curve to a point of compound curvature of a curve concave Northwesterly, having a radius of 555.00 feet and a central angle of 59°06'01"; thence Southwesterly along the arc of said curve a distance of 572.48 feet to a point on said curve; thence North 00°19'49" West, a distance of 5.44 feet to the aforementioned East Right of Way line of North Lake Boulevard and a point on a non-tangent curve concave Northwesterly, having a radius of 580.57 feet, a central angle of 58°51'59" and a chord bearing of North 37°12'36" East; thence along said East Right of Way line, the following two (2) courses and distances, from a tangent bearing North 66°38'36" East, Northeasterly 596.49 feet along the arc of said curve to a point on said curve; thence South 82°19'08" East, a distance of 6.33 feet to the POINT OF BEGINNING.

Containing 5237 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of Dol-Ray Manor, according to the plat thereof, as recorded in Plat Book 11, Page 98, of the Public Records of Seminole County, Florida, being North 00°23'56" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
3. I have reviewed the Title Search Report furnished by First American Title Insurance Company, File Number 2037-3566578, dated May 18, 2016.
4. The underlying parcel is subject to a blanket type easement in favor of Florida Power Corporation, as recorded in Official Record Book 1713, Page 1074, of the Public Records of Seminole County, Florida.
5. The underlying parcel is subject to a blanket type easement in favor of Brighthouse Networks, as recorded in Official Record Book 8346, Page 1503, of the Public Records of Seminole County, Florida.

Description City of Altamonte Springs, Florida	Date: May 11, 2016 EC		Certification Number LB2108 60071005
	Job Number: 60071	Scale: 1" = 100'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 06/04/2016 EC		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
		 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791	

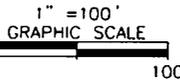
SKETCH OF DESCRIPTION

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1095.00'	1°50'28"	35.18'	S08°43'33"W	35.18'
C2	555.00'	59°06'01"	572.48'	S39°11'47"W	547.44'
C3	580.57'	58°51'59"	596.49'	N37°12'36"E	570.60'

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°23'56"W	146.23'
L2	N82°19'08"W	10.63'
L3	N00°19'49"W	5.44'
L4	S82°19'08"E	6.33'



SECTION 14-21S-29E

NORTH LAKE BOULEVARD
 RIGHT OF WAY VARIES PER OFFICIAL
 RECORD BOOK 1209, PAGE 614

EAST RIGHT OF C3 WAY LINE

15.00' RECLAIMED WATER-
 TRANSMISSION EASMENT
 ORB 2348, PG 581

HUDSON PARK
 PLAT BOOK 1, PAGE 69

LOT 38
 BLOCK "A"
 WEST LINE OF
 DOL-RAY MANOR
 LOT 39
 DOL-RAY MANOR
 PLAT BOOK 11, PAGE 98

POC
 SOUTHWEST CORNER
 OF LOT 39

ORIENTA GARDENS
 FIRST ADDITION
 PLAT BOOK 10, PAGE 27

ABBREVIATIONS:

- ORB = OFFICIAL RECORD BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- NT = NON-TANGENT
- PCC = POINT OF COMPOUND CURVATURE
- TB = TANGENT BEARING

Drawing No. 60071005
 Job No. 60071
 Date: MAY 11, 2016
 SHEET 2 OF 2
 See Sheet 1 for Description

REVISED 06/04/2016 EC
 THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 2



SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580
 Certification Number LB2108

e-mail: info@southeasternsurveying.com

DESCRIPTION:

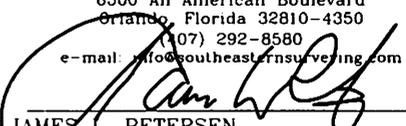
A portion of the Southeast quarter of Section 14, Township 21 South, Range 29 East, Seminole County, Florida, and a portion of Lots 4 and 6 of Hudson Park, according to the plat thereof, as recorded in Plat Book 1, Page 69, of the Public Records of Seminole County, Florida, being more particularly described as follows:

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Containing 2055 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of Dol-Ray Manor, according to the plat thereof, as recorded in Plat Book 11, Page 98, of the Public Records of Seminole County, Florida, being North 00°23'56" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
3. I have reviewed the Title Search Report furnished by First American Title Insurance Company, File Number 2037-3566578, dated May 18, 2016.
4. The underlying parcel is subject to an easement in favor of Florida Power Corporation, as recorded in Official Record Book 1713, Page 1074, of the Public Records of Seminole County, Florida.
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Description City of Altamonte Springs, Florida	Date: May 11, 2016 EC		Certification Number LB2108 60071007
	Job Number: 60071	Scale 1" = 100'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 06/04/2016 EC		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
		 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791	

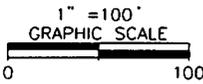
SKETCH OF DESCRIPTION

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	580.57'	21°42'30"	219.97'	S18°37'52"W	218.65'
C2	573.00'	11°35'16"	115.89'	S34°51'48"W	115.69'
C3	555.00'	11°36'36"	112.46'	N34°51'40"E	112.27'

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°23'56"W	146.23'
L2	N82°19'08"W	16.96'
L3	S60°30'53"E	10.10'
L4	S60°30'52"E	18.00'
L5	N49°36'33"W	18.00'



SECTION 14-21S-29E

HUDSON PARK
PLAT BOOK 1, PAGE 69

NORTH LAKE BOULEVARD
RIGHT OF WAY VARIES PER OFFICIAL
RECORD BOOK 1209, PAGE 614

15.00' RECLAIMED WATER
TRANSMISSION EASMENT
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LOT 38
BLOCK "A"
WEST LINE OF
DOL-RAY MANOR
LOT 39
DOL-RAY MANOR
PLAT BOOK 11, PAGE 98

ORIENTA GARDENS
FIRST ADDITION
PLAT BOOK 10, PAGE 27



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- POC = POINT OF COMMENCEMENT
- NT = NON-TANGENT
- TB = TANGENT BEARING

Drawing No. 60071007
Job No. 60071
Date: MAY 11, 2016
SHEET 2 OF 2
See Sheet 1 for Description

REVISED 06/04/2016 EC
THIS IS NOT A SURVEY

NOT VALID WITHOUT SHEET 1 THROUGH 2



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

e-mail: info@southeasternsurveying.com

THIS INSTRUMENT PREPARED BY:

James A. Fowler, Esq., City Attorney
Fowler, O'Quinn, Feeney & Sneed, P.A.
28 West Central Boulevard
Orlando, Florida 32801-2431

Seminole County, Florida
Property Appraiser's Parcel ID Number: 14-21-29-502-0000-0050

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this "**Easement Agreement**") is made and entered into as of the _____ day of _____, 2016, by and between **MID-AMERICA APARTMENTS, L.P.**, a Tennessee limited partnership, successor by merger to **MID-AMERICA CAPITAL PARTNERS, L.P.**, a Delaware limited partnership, and whose address is 6584 Poplar Avenue, Memphis, TN 38138-3687 (the "**Grantor**") and **THE CITY OF ALTAMONTE SPRINGS, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 225 Newburyport Ave., Altamonte Springs, Florida 32701 (the "**Grantee**" or "**City**"). Grantor and Grantee may sometimes be referred to in this Easement Agreement individually as a "**Party**" or collectively "**Parties.**"

[Whenever 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 corporations.]

WITNESSETH:

WHEREAS, the Grantor is the owner of that certain real property located in Seminole County, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Easement Property**"); and

WHEREAS, Exhibit "A" is intended to describe a portion of the Grantor's property identified by the Seminole County Property Appraiser as Parcel No. 14-21-29-502-0000-0050, and as more particularly depicted by **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Grantor Property**"); and

WHEREAS, the Grantee desires to construct Northlake Blvd roadway improvements adjacent to the Easement Property and as a part of that will construct certain improvements on the Easement Property as more particularly described on **Exhibit "C"** attached hereto and incorporated herein by reference (the "**Roadway Improvements**"); and

WHEREAS, the Grantee's Roadway Improvements will require, but are not limited to, reconstruction of the existing driveway on the Easement Property; and

WHEREAS, the Grantee has requested, and the Grantor has agreed to grant and convey to Grantee, a non-exclusive temporary construction and access easement over, upon, and across the Easement Property for the specific and limited purposes hereinafter set forth.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The above recitals are true and correct, form a material part of this Easement Agreement are incorporated herein by reference.

2. Grant of Temporary Construction and Access Easement. Grantor hereby gives, grants, bargains, sells and conveys to Grantee a non-exclusive temporary construction and access easement over, upon and across the Easement Property for the purposes hereinafter stated (the “**Temporary Easement**”), all subject to the terms, conditions and limitations set forth herein.

3. Grantor Authority. Grantor hereby warrants and guarantees to Grantee that Grantor has fee title to the Easement Property, subject to easements, reservations, restrictions and rights-of-way of record, if any, and Grantor has full power and authority to grant the Temporary Easement as to the Easement Property.

4. Grantee’s Use of the Temporary Easement.

A. Grantee’s use of the Temporary Easement shall be for the purpose of Grantee, through itself, its agents, contractors, consultants and employees performing such activities on the Easement Property as Grantee may deem reasonably necessary in connection with the design, engineering, and construction of the Roadway Improvements on Grantor Property, which includes the removal and replacement of the existing sidewalk on the Easement Property. This Temporary Easement includes the right of ingress and egress with necessary labor, equipment, vehicles and material for placing, installing, and constructing the Roadway Improvements on Grantor Property, including sidewalk removal and replacement on the Easement Property.

B. Grantee shall have the right to grade, stabilize soils, place clean fill, and the right to perform other certain construction over and upon the Easement Property to support or accommodate the construction of the Roadway Improvements.

C. Grantee shall have the full right and authority of reasonable ingress and egress across the adjoining lands of the Easement Property owned by Grantor for the purposes of using the Easement Property to support or accommodate the sidewalk removal and construction of the Roadway Improvements. That, notwithstanding, the Grantee agrees that it shall cause minimal intrusion to the Grantor in the Grantor’s enjoyment of the use of the remainder of the Grantor Property, and shall not stage or store materials or machinery outside the Easement Property.

D. Grantee shall construct the Roadway Improvements in a good and workmanlike manner and in compliance with all applicable statutes, ordinances, rules and regulations.

E. Grantee shall at all times maintain the access of Grantor, its employees, residents, agents and invitees to the Grantor Property through the driveway on the Grantor Property. If at any time, Grantee will need to block access to one side of the driveway, then Grantee shall provide a flagman to control traffic entering and exiting the Grantor Property through the other side of the driveway.

5. Maintenance of Roadway Improvements. Grantor understands and acknowledges that the Roadway Improvements constructed by Grantee shall be for the benefit of the Grantor Property, including the Easement Property, and that the Grantor shall take possession and maintenance obligations of the Roadway Improvements located on or with the Grantor Property upon satisfactory completion of said Roadway Improvements as certified by the City in accordance with acceptable standards and practices applicable to the Roadway Improvements.

6. Lien Free Construction. The Grantee shall at all times keep the Grantor Property, including without limitation, the Easement Property, free from mechanics' or similar liens arising on account of or resulting from the Grantee's exercise of its rights under this Easement Agreement. In the event any mechanics' or similar lien is recorded against the Grantor Property, or any portion thereof, on account of the construction of the Roadway Improvements by or on behalf of the Grantee, its legal and contractual representatives, agents, and assigns, the Grantee shall immediately cause such mechanics' lien to be removed from the Grantor Property.

7. Restoration of Easement Property. Grantee shall, at its sole cost and expense, restore any existing improvements (real estate and landscaping) on the Easement Property that are damaged by Grantee incident to its construction of the Roadway Improvements to a condition that approximates as closely as reasonably practicable the condition of said existing improvements prior to being damaged by Grantee. In the event the Grantee fails to restore any existing improvements damaged by Grantee or commence restoration thereof within thirty (30) days following written demand from the Grantor, then in such event the Grantor may proceed to restore such existing improvements damaged by Grantee in which case the Grantee shall reimburse Grantor for the cost thereof upon receipt of documentation from Grantor with respect to such costs.

8. Reservation of Rights. The Temporary Easement is non-exclusive, and Grantor reserves to itself, its successors and assigns, the non-exclusive right to use, pass and repass over and upon the Easement Property. Each Party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other Party to use and enjoy the Easement Property. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Property or under this Easement Agreement.

9. Termination of Easement Agreement. The Easement Agreement shall remain in full force and effect until the earlier of: (a) the completion date of construction of the Roadway

Improvements as certified by the City; or (b) November 1st, 2017 (the "Outside Completion Date"). Upon completion of construction of the Improvements, and at the Grantor's request, Grantee shall prepare and deliver to Grantor a recordable termination of this Easement Agreement. This Easement Agreement shall automatically expire on its own terms on the Outside Completion Date, without the need for further written instrument.

10. Covenants Running with the Land. This Easement Agreement shall be binding upon and inure to the benefit of the Parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Easement Property.

11. Amendment. This Easement Agreement may be modified or amended only upon the mutual written consent of Grantee and Grantor, or their respective legal representatives, successors and assigns.

12. Governing Law. This Easement Agreement and the provisions contained herein shall be governed by and construed in accordance with the Laws of the State of Florida and the Parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

13. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Easement Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

Witness Signature

Printed Name

Witness Signature

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of MID-AMERICA APARTMENT COMMUNITIES, INC., as general partner of MID-AMERICA APARTMENTS, L.P., on behalf of the limited partnership, and they acknowledged before me that they had the authority to and did execute same.

GRANTORS:

MID-AMERICA APARTMENTS, L.P.
By: Mid-America Apartment Communities, Inc., its general partner

By: _____

Printed Name: _____

Title: _____

Signature of Notary Public

(Print Notary Name)

- Personally known, or
- Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

ACCEPTED BY THE CITY OF ALTAMONTE SPRINGS

Approved as to form and
legality for use and
reliance by the City of
Altamonte Springs

JAMES A. FOWLER
City Attorney

By: _____
PAT BATES, Mayor

Date: _____

ATTEST: _____
ANGELA M. APPERSON
City Clerk

Mailing Address: 225 Newburyport Avenue
Altamonte Springs, FL 32701

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 20____, by PAT BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

(Notary Seal)

Signature

Print Name

Notary Public - State of Florida
Commission No: _____
My Commission Expires: _____

EXHIBIT "A"

(EASEMENT PROPERTY)

NO. 10 EX 05

EXHIBIT "B"

(GRANTOR PROPERTY)

Grantor Property is as conveyed by that certain Warranty Deed recorded November 26, 1997 in Official Records Book 332, Page 290 – 293, Public Records of Seminole County, Florida and by Quit Claim Deed recorded _____ in Official Records Book ____, Page ____, Public Records of Seminole County, Florida.

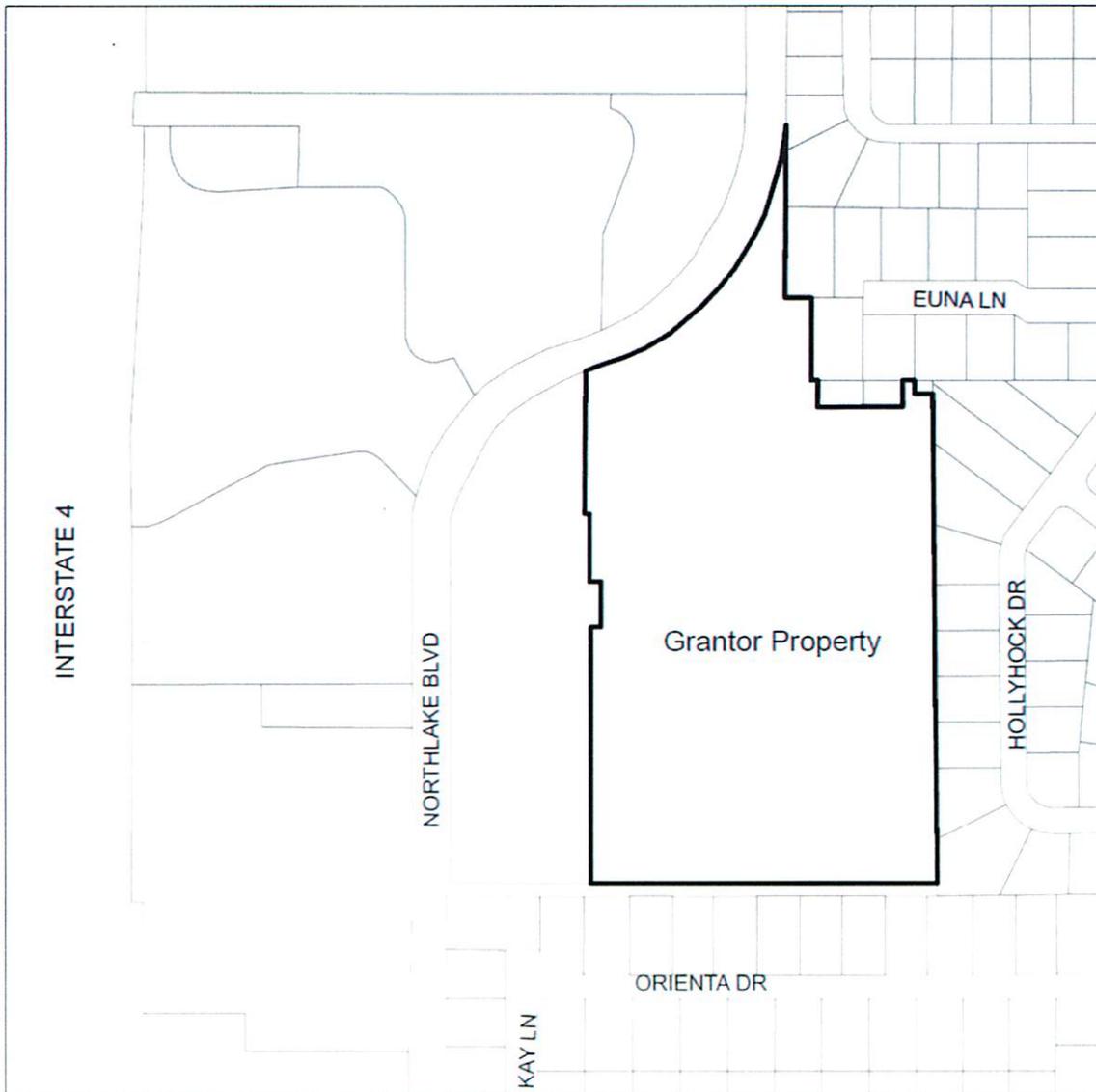


EXHIBIT "C"

(ROADWAY IMPROVEMENTS)

NO TO EXCISE

THIS INSTRUMENT PREPARED BY:

James A. Fowler, Esq., City Attorney
Fowler, O'Quinn, Feeney & Sneed, P.A.
28 West Central Boulevard
Orlando, Florida 32801-2431

Seminole County, Florida
Property Appraiser's Parcel ID Number:
14-21-29-502-0000-0050

SIDEWALK, LANDSCAPING, AND UTILITY EASEMENT

THIS SIDEWALK, LANDSCAPING, AND UTILITY EASEMENT (the "Easement"), made this ____ day of _____, 2016, by **MID-AMERICA APARTMENTS, L.P.**, a Tennessee limited partnership, successor by merger to **MID-AMERICA CAPITAL PARTNERS, L.P.**, a Delaware limited partnership, and whose address is 6584 Poplar Avenue, Memphis, TN 38138-3687, (hereinafter referred to as "**Grantor**") to the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a Florida municipal corporation organized and existing under the laws of the State of Florida, and whose address is 225 Newburyport Avenue, Altamonte Springs, Florida, 32701 (hereinafter referred to as "**Grantee**" or "**City**").

[Whenever 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 corporations.]

WITNESSETH:

WHEREAS, Grantor is the owner of fee simple title in and to the property described on **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "**Grantor Property**"), and desires to grant to Grantee a permanent, perpetual, non-exclusive easement for pedestrian ingress and egress, landscaping, and utility purposes over, under, and upon the portion of the Grantor Property described and depicted on **Exhibit "B"**, attached hereto and incorporated herein by this reference (the "**Easement Property**") situate lying and being in Seminole County, Florida.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable considerations, paid by Grantee to Grantor, the receipt and sufficiency is hereby acknowledged, Grantor, by these presents does hereby give and grant to the Grantee and its assigns, a permanent, perpetual, non-exclusive easement for the provision of Grantee's sidewalk, landscaping, and utility improvements to include, without limitation, sewer,

water, reclaimed water, drainage, cable, telecommunications, fiber optic, electricity, and gas whether provided directly by the Grantee or under specific grant of authority from the Grantee, over, under and upon the Easement Property.

1. **Incorporation.** The recitals herein contained are true and correct and are incorporated herein by this reference.

2. **Sidewalk Easement Provisions**

Subject to the terms of this Easement, Grantor does hereby grant and convey unto Grantee the right to construct, install, operate, inspect, maintain, remove and replace sidewalk improvements (the “**Sidewalk Improvements**”) within the Easement Property at Grantee’s sole cost and expense. The rights granted herein shall further include uninhibited public access, use, and pedestrian ingress and egress over and upon the Sidewalk Improvements constructed thereon, with full authority to enter upon, inspect, construct, structurally maintain, replace, or remove the Sidewalk Improvements, as the Grantee may deem necessary, over, under and upon the Easement Property. Grantor further grants the reasonable right to enter upon immediately adjoining lands of the Grantor within ten feet of the easement for the purpose of exercising the construction, installation, and maintenance rights herein granted

Grantee shall maintain, or cause to be maintained, the structural integrity of the Sidewalk Improvements within the Easement Property in good condition and repair providing Grantor’s use of the Grantor Property is not the primary cause of the structural damage. However, Grantor shall have the obligation for standard maintenance of the sidewalk as necessary to keep the sidewalk clean and clear for pedestrian traffic.

3. **Landscaping Easement Provisions**

Subject to the terms of this Easement, Grantor does hereby grant and convey unto Grantee the right to install, plant, inspect, maintain, remove and replace trees, shrubs, bushes, grass, plants, groundcovers and other forms of vegetation, and landscaping features, which may include, without limitation, hardscaping, irrigation and other related landscaping amenities (the “**Landscaping Improvements**”) within the Easement Property at Grantee’s sole cost and expense. The Grantee’s Landscaping Improvements are conceptually depicted on **Exhibit “C”** attached hereto and incorporated herein by this reference (the “**Roadway Plan**”). Grantor further grants the reasonable right to enter upon immediately adjoining lands of the Grantor within ten feet of the easement for the purpose of exercising the construction, installation, and maintenance rights herein granted

Grantee shall maintain, or cause to be maintained, the viability of the Landscaping Improvements and structural integrity of any hardscaping, irrigation, or other amenities installed by Grantee within the Easement Property in good condition and repair. Any utility services and irrigation systems installed by Grantee to irrigate said landscaping shall be installed, maintained, and

metered at Grantee's sole cost and expense. Should Grantee, at Grantee's sole discretion, determine that the Landscaping Improvements are no longer required, Grantee may remove said Landscaping Improvements and replace said Landscaping Improvements with grass or other appropriate vegetation in harmony and compliance with the Grantor Property and the City's land development code. At such time, the irrigation system including the meter and associated billing account systems shall either: a) be turned over to Grantor, if determined appropriate by the Grantee and acceptable to the Grantor; or, b) properly terminated.

4. **Utility Easement Provisions**

Subject to the terms of this Easement, Grantor does hereby grant and convey unto Grantee the right to construct, install, construction, operate and maintain inspect, remove and replace utility improvements including, sewer, water, reclaimed water, cable, telecommunications, fiber optic, electricity, or gas pipes, lines, mains, conduits, laterals, fixtures, accessories, equipment and appurtenances thereto (hereinafter "**Utility Improvements**") within the Easement Property whether provided directly by the Grantee or under specific grant of authority from Grantee, at Grantee's sole cost and expense. Grantee shall have the right to excavate, patrol, inspect, alter, improve, repair, maintain or remove such Utility Improvements, including the rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purpose of installation, operation, and maintenance of Grantee's Utility Improvements, and the further right to trim, cut, remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, operation and maintenance of Grantee's Utility Improvements. Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purpose of exercising the construction, installation, and maintenance rights herein granted.

Grantee may at any time change the location of the Utility Improvements within the boundaries of the Easement Property, or modify the size of the Utility Improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided Grantee does not expand its use of the easement beyond the boundaries of the Easement Property. Grantee shall promptly restore any approved landscaping or driveway entrances damaged by Grantee's use of the Easement Property to their pre-existing condition. Grantee shall restore, or cause to be restored, the Easement Property to its original condition after installation, repair or maintenance of any Utility Improvements. Grantee shall maintain, or cause to be maintained, all Utility Improvements within the Easement Property in good condition and repair.

5. **Sidewalk, Landscaping, and Utility Easement Provisions**

5.1 **Location of Sidewalk Improvements, Landscaping Improvements and Utility Improvements.** Grantee may at any time change the location of the Sidewalk Improvements, Landscaping Improvements and Utility Improvements (collectively, the "**Grantee Improvements**"), within the boundaries of the Easement Property, or modify the size or type of the Grantee Improvements as it may determine in its sole discretion from time to time without

paying any additional compensation to Grantor, provided Grantee does not expand its use of the easement beyond the boundaries of the Easement Property. Grantee shall promptly restore, or cause to be restored, the any approved landscaping or driveway entrances damaged by Grantee's use of the Easement Property to its original condition after installation, repair or maintenance of any of the Grantee Improvements.

5.2 Use. The Easement Property shall at all times be owned by the Grantor or by Grantor's successor and assigns. Grantor, its successor or assigns, shall at all times operate, maintain and repair the existing access driveway entrances, Grantor installed landscaping, and all other improvements as identified on the approved site plan, or subsequent approved revisions thereto, for the Grantor Property (unless such damage is caused by Grantee in which case Grantee shall repair such damage as set forth above). Grantor, its successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Easement Property that may interfere with the normal operation or maintenance of the Grantee's use of the Easement Property for the purposes herein provided. Notwithstanding the forgoing, Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation and structural maintenance of the Grantee Improvements within the Easement Property by the Grantee, out of and away from the herein granted easement. The Parties acknowledge that the Grantor-installed landscaping as identified on the approved site plan does not interfere with the Grantee Improvements, and that to the extent any such interference does occur, the Grantee shall give 10 days' notice to Grantor prior to exercising its rights to clear any such landscaping identified on the approved site plan.

5.3 Access. Grantee shall have the perpetual right to enter upon the Easement Property at any time that it may see fit for such Easement purposes. Grantee shall at all times maintain the access of Grantor, its employees, residents, agents and invitees to the Grantor Property through the driveway on the Grantor Property. If at any time, Grantee will need to block access to one side of the driveway, then Grantee shall provide a flagman to control traffic entering and exiting the Grantor Property through the other side of the driveway.

5.4 Rights Reserved. Grantor reserves the right to grant other easements within the Easement Property, and to use the Easement Property for Grantor's own benefit, provided such other easements and uses do not interfere with Grantee's use of the Easement Property as granted hereby.

5.5 Binding Effect. This Easement shall encumber the Grantor Property and be a covenant running with the land, and shall be binding on all of Grantor's heirs, successors, agents, assignees, lessees, and other occupiers of Grantor Property, until the time that the Easement is released.

5.6 Captions and Headings. The captions and headings of this Easement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of such Easement, or the intent of any provision herein.

5.7 Construction. Grantee shall construct all improvements in the Easement Property in a good and workmanlike manner and in compliance with all applicable statutes, ordinances, rules and regulations.

5.8 Liens. The Grantee shall at all times keep the Grantor Property, including without limitation, the Easement Property, free from mechanics' or similar liens arising on account of or resulting from the Grantee's exercise of its rights under this Easement Agreement. In the event any mechanics' or similar lien is recorded against the Grantor Property, or any portion thereof, on account of any act by or on behalf of the Grantee, its legal and contractual representatives, agents, and assigns, the Grantee shall immediately cause such mechanics' lien to be removed from the Grantor Property.

List of attachments following signature pages:

- Exhibit "A" - Grantor Property
- Exhibit "B"- Easement Property
- Exhibit "C" – Roadway Plans

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

Witness Signature

Printed Name

Witness Signature

Printed Name

GRANTORS:

MID-AMERICA APARTMENTS, L.P.
By: Mid-America Apartment Communities, Inc., its general partner

By: _____

Printed Name: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of MID-AMERICA APARTMENT COMMUNITIES, INC., the general partner of MID-AMERICA APARTMENTS, L.P., on behalf of the limited partnership, and they acknowledged before me that they had the authority to and did execute same.

Signature of Notary Public

(Print Notary Name)

AFFIX NOTARY STAMP

Personally known, or
 Produced Identification
Type of Identification Produced:

EXHIBIT "A"

GRANTOR PROPERTY

Grantor Property is as conveyed by that certain Warranty Deed recorded November 26, 1997 in Official Records Book 332, Page 290 – 293, Public Records of Seminole County, Florida and by Quit Claim Deed recorded _____ in Official Records Book ____, Page ____, Public Records of Seminole County, Florida.

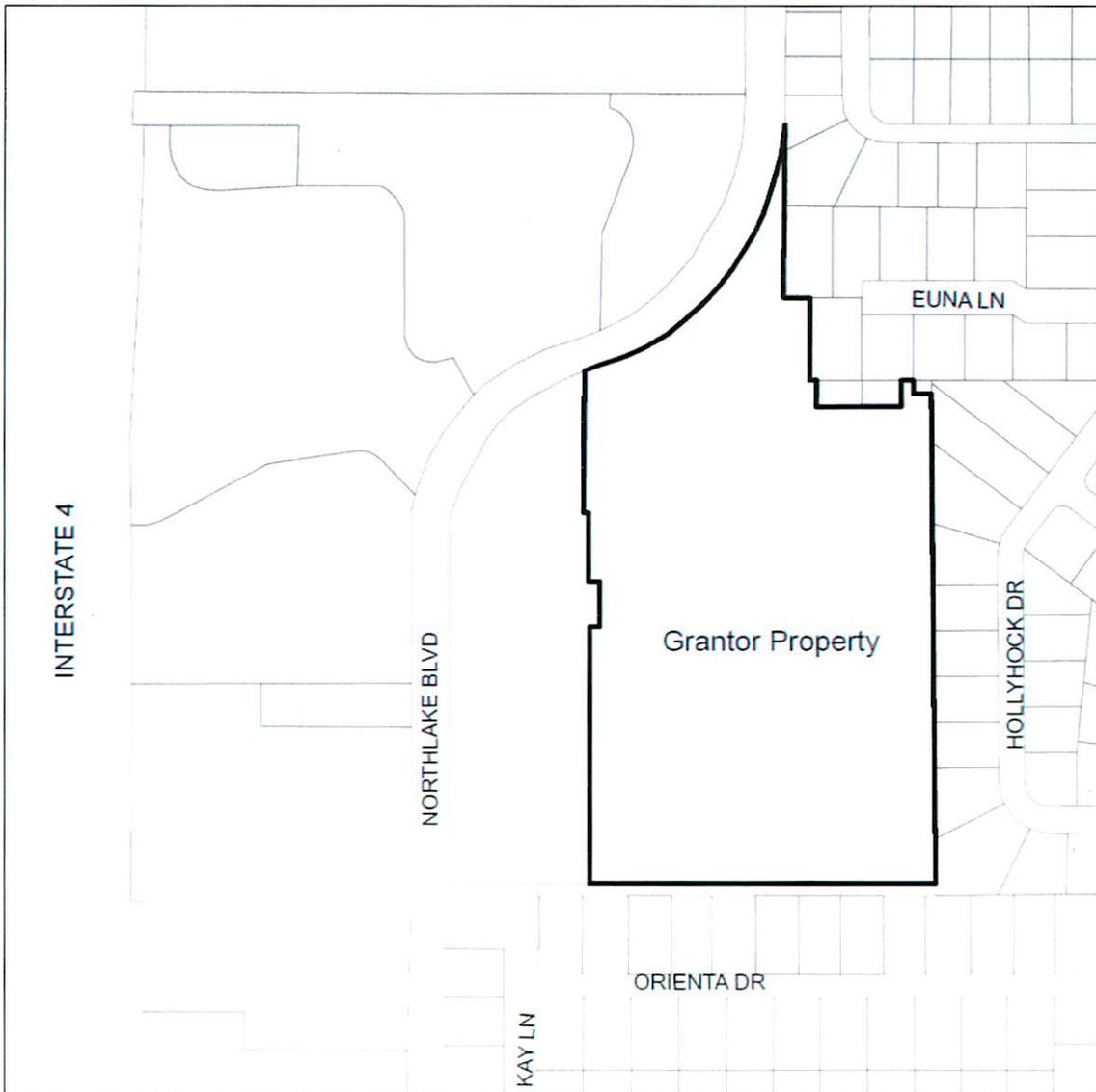


EXHIBIT "B"

EASEMENT PROPERTY

[Signed/sealed Sketch of Description Follows]

ENCLOSURE

EXHIBIT "C"

ROADWAY PLANS

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DESCRIPTION:

Portions of Lot 5 of Hudson Park, according to the plat thereof, as recorded in Plat Book 1, Page 69, of the Public Records of Seminole County, Florida, being more particularly described as follows:

PARCEL A

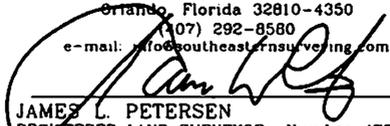
Commence at the Southwest corner of Lot 39, Block "A", Dol-Ray Manor, according to the plat thereof, as recorded in Plat Book 11, Page 98, of the Public Records of Seminole County, Florida; thence North 00°23'56" West, a distance of 146.23 feet along the West line of said Dol-Ray Manor to the Easterly Right of Way line of North Lake Boulevard per Official Record Book 1209, Page 614, of the Public Records of Seminole County, Florida; thence along said Easterly Right of Way line, the following two (2) courses and distances, North 82°19'08" West, a distance of 16.96 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 580.57 feet, a central angle of 57°01'54" and a chord bearing of South 36°17'34" West; thence from a tangent bearing of South 07°46'37" West, Southwesterly 577.89 feet along the arc of said curve to the Westerly line of those lands described in Official Record Book 1524, Page 1836, of the Public Records of Seminole County, Florida for a POINT OF BEGINNING; thence the following two (2) courses and distances along said Westerly line, South 00°13'22" East, a distance of 17.24 feet; thence South 89°46'38" West, a distance of 16.96 feet to Point "A", being a point on the Easterly line of those lands described in Official Record Book 8606, Page 232, of the Public Records of Seminole County, Florida, ; thence North 00°19'49" West, a distance of 9.67 feet along said Easterly line to a point on the aforementioned Easterly Right of Way Line of North Lake Boulevard, said point lying on a non-tangent curve concave Northwesterly, having a radius of 580.57 feet, a central angle of 01°50'05" and a chord bearing of North 65°43'34" East; thence from a tangent bearing of North 66°38'36" East, Northeasterly 18.59 feet along said East Right of Way Line and the arc of said curve to the POINT OF BEGINNING.

Containing 227 square feet, more or less.

(Description continued on Sheet 2)

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of Dol-Ray Manor, according to the plat thereof, as recorded in Plat Book 11, Page 98, of the Public Records of Seminole County, Florida, being North 00°23'56" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.
3. I have reviewed the Title Search Report furnished by First American Title Insurance Company, File Number 2037-3566578, dated May 18, 2016.

Description	Date: August 15, 2016	EC	Certification Number LB2108 60071012
City of Altamonte Springs, Florida	Job Number: 60071	Scale: 1" = 100'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 3 SEE SHEET 3 FOR SKETCH		
			 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791

SKETCH OF DESCRIPTION

(Description continued from Sheet 1)

TOGETHER WITH:

PARCEL B

From aforementioned Point "A", South 00°19'49" East, a distance of 238.15 feet along the aforementioned Easterly line of those lands described in Official Record Book 8606, Page 232 to a point on the aforementioned Westerly line of those lands described in Official Record Book 1524, Page 1836 for a POINT OF BEGINNING; thence North 88°39'01" East, a distance of 18.00 feet along said Westerly line to the Westerly line of those lands described in Official Record Book 3332, Page 290, of the Public Records of Seminole County, Florida; thence South 00°21'37" East, a distance of 8.14 feet along said Westerly line to the aforementioned Easterly line of those lands described in Official Record Book 8606, Page 232; thence along said Easterly line the following two (2) courses and distances, South 89°40'11" West, a distance of 18.00 feet; thence North 00°19'49" West, a distance of 7.82 feet to the POINT OF BEGINNING.

Containing 144 square feet, more or less.

TOTAL AREA: 371 SQUARE FEET, MORE OR LESS.



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 60071012
Job No. 60071
Date: AUGUST 15, 2016
SHEET 2 OF 3
See Sheet 3 for Sketch

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 3

SKETCH OF DESCRIPTION

CURVE TABLE

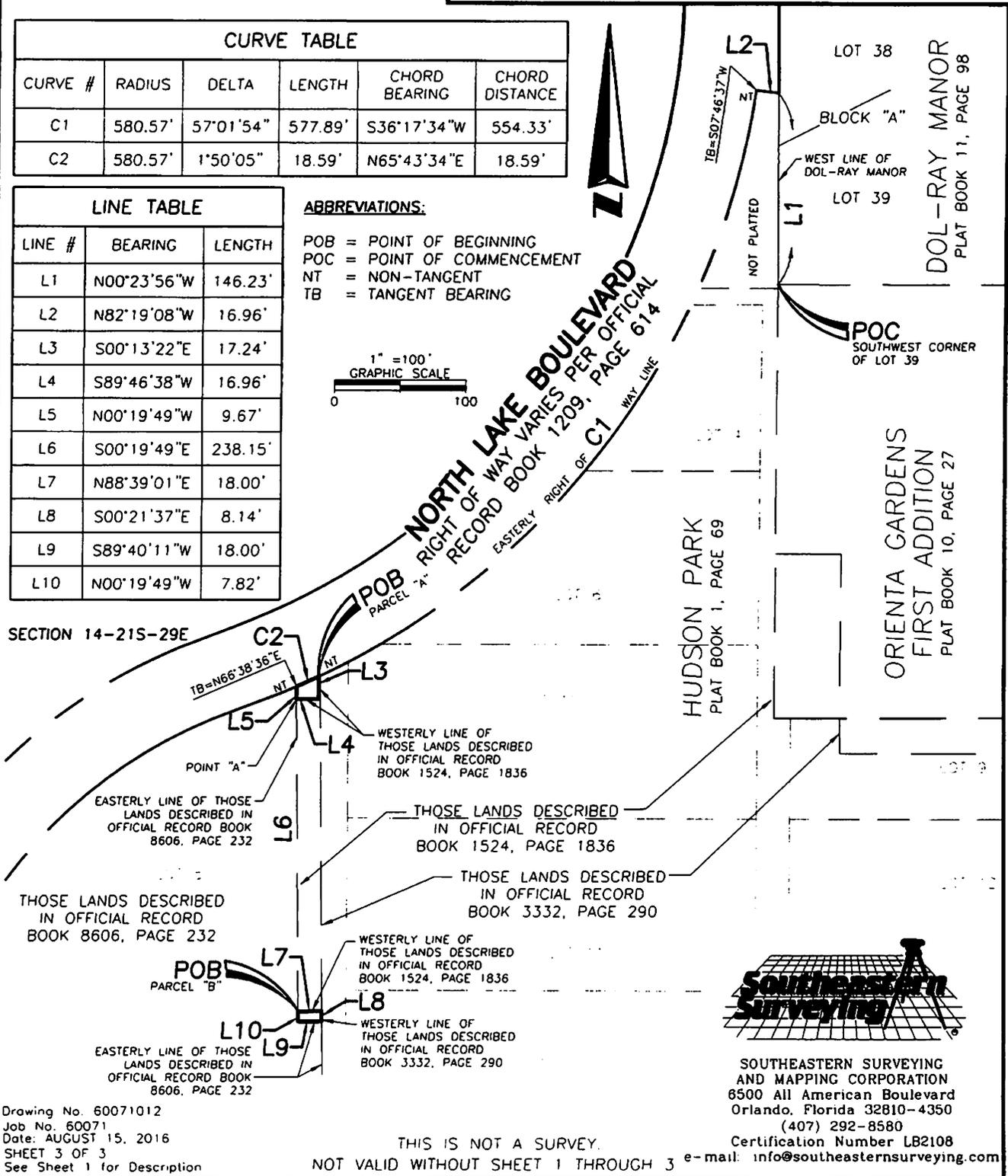
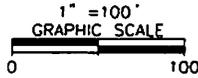
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	580.57'	57°01'54"	577.89'	S36°17'34"W	554.33'
C2	580.57'	1°50'05"	18.59'	N65°43'34"E	18.59'

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°23'56"W	146.23'
L2	N82°19'08"W	16.96'
L3	S00°13'22"E	17.24'
L4	S89°46'38"W	16.96'
L5	N00°19'49"W	9.67'
L6	S00°19'49"E	238.15'
L7	N88°39'01"E	18.00'
L8	S00°21'37"E	8.14'
L9	S89°40'11"W	18.00'
L10	N00°19'49"W	7.82'

ABBREVIATIONS:

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- NT = NON-TANGENT
- TB = TANGENT BEARING



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
8500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing No. 60071012
Job No. 60071
Date: AUGUST 15, 2016
SHEET 3 OF 3
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 3



Meeting Date: December 6, 2016

From: _____

Mark B. DeBord

Mark B. DeBord, Finance Director

Approved: _____

[Signature]

Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: _____

City Manager: _____

Franklin W. Martz, II, City Manager

SUBJECT: Northlake Blvd Corridor Improvements – Karl R. and Kelly-Ann T. Crawford Easement Purchase (Parcel 16)

SUMMARY EXPLANATION & BACKGROUND: As part of the Northlake Boulevard Corridor Improvements Project, additional right of way or easements are needed from several property locations within the corridor. We have been meeting with the affected property owners and have reached an agreement for the needed Sidewalk, Landscaping and Utility Easement with Karl R. and Kelly-Ann T. Crawford property (which is currently being used for the “i Fix Your i” business).

The easement needed for this project is 398 square feet. The purchase price of \$10,810 is based on the value from the appraisal prepared by DeRango, Best and Associates on behalf of the City, which includes \$4,000 in costs for improvements within the easement area (a copy of the appraisal report is available upon request). We believe this to be a fair value and recommend Commission approval.

The City is using our standard Purchase Agreement. However, final details are still being negotiated with the property owner. Once we receive the signed document from the property owners, we will seek the Mayor’s signature to fully execute the document.

FISCAL INFORMATION: Funds for this project are budgeted in the 3rd Generation Infrastructure Sales Tax Fund.

RECOMMENDED ACTION: Approve the purchase and authorize the Mayor to sign the final agreement.

Initiated by: Initiated by: Brett Blackadar, Chief Transportation Engineer



Meeting Date: December 6, 2016

From: Mark B. DeBord, Finance

Approved: Franklin W. Martz, II, City Manager

Commission Action: _____

City Manager: Franklin W. Martz, II, City Manager

SUBJECT: Contract AB15033B02 – Festival Drive Corridor Improvements Change Orders

SUMMARY EXPLANATION & BACKGROUND:

The Commission approved a contract with Cathcart Construction Company for the Festival Drive Corridor Improvements project in the amount of \$1,665,741.85.

Attached are Change Orders No. 1 through No. 5 for various additional items. These will increase the contract by a total of \$400,204.70, bringing the total project amount to \$2,065,946.55.

FISCAL INFORMATION:

Fund: Community Redevelopment Agency
Dept/Div: Capital Projects
Activity/Element: Transportation
Account: 10304010-563613-16008
Amount: \$400,204.70

RECOMMENDED ACTION: Approve Change Orders No. 1 through No. 5 for a contract increase totaling \$400,204.70 to Cathcart Construction Company.

Change Order

No. 1

Date of Issuance: December 6, 2016

Effective Date: TBD

Project: Term Contract Utility Infrastructure – Work Assignment #3 – Festival Drive Corridor Improvements	Owner: City of Altamonte Springs	Owner's Contract No.: AB15033B
Contract: AB15033B	Date of Contract: 07/05/16	
Contractor: Cathcart Construction Company	Engineer's Project No.: CoAS PW2016-008	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Addition/Deduction of contract quantities, and the addition of new pay items required to complete the work, based on Re-Work Design Consultant Changes to the Work.

Attachments (list documents supporting change): Change Order Number 1 Summary Sheet: Signed Quote based on established and negotiated unit prices,

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ 1,665,741.85

Original Contract Times: Working days Calendar days
Substantial completion (days or date): Nov. 19, 2016
Ready for final payment (days or date): Dec. 19, 2016

[Increase] [Decrease] from previously approved Change Orders No. ____ :
\$ 0.00

Increase from previously approved Change Orders No. X:
Substantial completion (days): 0
Ready for final payment (days): 0

Contract Price prior to this Change Order:
\$ 1,665,741.85

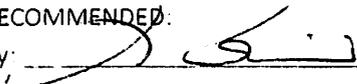
Contract Times prior to this Change Order:
Substantial completion (days or date): 0
Ready for final payment (days or date): 0

Increase of this Change Order:
\$ 163,225.02

[Increase] of this Change Order:
Substantial completion (days or date): 30
Ready for final payment (days or date): 30

Contract Price incorporating this Change Order:
\$ 1,828,969.87

Contract Times with all approved Change Orders:
Substantial completion (days or date): January 19, 2017
Ready for final payment (days or date): February 19, 2017

RECOMMENDED:
By: 
Public Works Project Manager
(Authorized Signature)
Date: 11-29-16
Approved by Funding Agency (if applicable)

ACCEPTED:
By: _____
City of Altamonte Springs, FL
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: 
Cathcart Construction Company
Contractor (Authorized Signature)
Date: 11/29/16

Date _____

**ITEMIZED COST ESTIMATE - FESTIVAL DRIVE CORRIDOR IMPROVEMENTS
WORK ORDER ASSIGNMENT NO. 3A
CONTINUING SERVICE CONTRACT FOR UTILITY WORK - INFRASTRUCTURE**

CCC Change Order 1

Project Area - Festival Drive - Design Re-Work Sidewalk Replacement					
Note: Unit Prices may be less but not more than the maximum bid unit price for this Work Order Assignment.					
No.	Descriptions	Unit	Qty	Unit Price	Design ReWork
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization/Demobilization (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 7,640.36	\$ 7,640.36
1.02	Maintenance of Traffic (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 7,640.36	\$ 7,640.36
1.03	Arrow Board / Advance Warning Flashing	20.00	ED	\$ 45.00	\$ 900.00
1.04	Portable Changeable Message Sign, Temp.	60.00	ED	\$ 55.00	\$ 3,300.00
1.05	Pre Construction Video of Work Area	0.00	EA	\$ 1,500.00	\$ -
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	0.00	LF	\$ 2.00	\$ -
2.02	Inlet Protection System	0.00	EA	\$ 350.00	\$ -
2.03	Clearing and Grubbing	1,996.30	SY	\$ 15.00	\$ 29,944.50
2.04	Removal of Existing Structure	0.00	SF	\$ 150.00	\$ -
2.05	Removal of Existing Concrete Pavement	0.00	SY	\$ 12.00	\$ -
2.06	Regular Excavation	0.00	CY	\$ 30.00	\$ -
2.07	Borrow Excavation, Truck Measure	0.00	CY	\$ 25.00	\$ -
2.08	Embankment	0.00	CY	\$ 30.00	\$ -
2.09	Flowable Fill	0.00	CY	\$ 225.00	\$ -
2.10	Excavation for Structures	0.00	CY	\$ 25.00	\$ -
9.00 Brick Paver Features (includes demolition, sub-base, concrete, brick, and asphalt restoration work)					
9.01	Pavers Architectural Roadway, F&I, Includes Sand	0.00	SY	\$ 140.00	\$ -
9.02	Pavers Architectural Sidewalk, F&I, Includes Sand	116.78	SY	\$ 125.00	\$ 14,597.50
9.03	Clearing & Grubbing for Brick Pavers	0.00	SY	\$ 15.00	\$ -
9.04	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	0.00	EA	\$ 1,500.00	\$ -
10.00 Concrete Work					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	0.00	LF	\$ 40.00	\$ -
10.02	Concrete Curb & Gutter, Type A	0.00	LF	\$ 40.00	\$ -
10.03	Concrete Curb & Gutter, Type D	0.00	LF	\$ 40.00	\$ -
10.04	Valley Gutter - Concrete	0.00	LF	\$ 45.00	\$ -
10.05	Sidewalk Concrete, 4" thick	1,730.30	SY	\$ 50.00	\$ 86,515.00
10.05A	Sidewalk Paver Band Concrete Adder	1,540.00	LF	\$ 6.00	\$ 9,240.00
10.06	Single Direction Concrete Curb Ramp	0.00	EA	\$ 500.00	\$ -
10.07	Dual Direction Concrete Curb Ramp with Detectable Warning (New)	0.00	EA	\$ 2,000.00	\$ -
10.08	Sidewalk Concrete, 6" thick	0.00	SY	\$ 65.00	\$ -
10.09	Driveway Apron Concrete, 6" thick	0.00	SY	\$ 75.00	\$ -
10.10	Detectable Warning on Existing Walking Surface	0.00	EA	\$ 150.00	\$ -
11.00 Pavement Restoration					
11.01	Stabilization Type B (per City Detail)	0.00	SY	\$ 15.00	\$ -
11.02	Optional Base Group 05 or 8" Limerock (per City Detail)	0.00	SY	\$ 50.00	\$ -
11.03	Tack and Sand Limerock (Per FDOT 2015 Spec)	0.00	SY	\$ 2.00	\$ -
11.04	Asphalt Patching (per City Detail)	20.00	SY	\$ 85.00	\$ 1,700.00
11.05	MILLING EXIST ASPH PAVT, 1 1/4" AVG DEPTH	0.00	SY	\$ 4.00	\$ -
11.06	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	0.00	TN	\$ 168.00	\$ -
12.00 Stormwater Improvements and Restoration					
12.10	USF 5100 Valley Gutter Inlet Frame and 6147 Grate or Equiv.	0.00	EA	\$ 3,000.00	\$ -
12.11	Manhole Complete, F&I - Type P, 4' Dia. Round, Type 3 Top, 6' OAH	0.00	EA	\$ 7,500.00	\$ -
12.12	Manhole Adjust to Grade Existing	0.00	EA	\$ 2,000.00	\$ -
12.25	INLETS, DT BOT, TYPE F, <10'	0.00	EA	\$ 4,907.31	\$ -
12.26	INLETS, MEDIAN BARRIER, TYPE 1, <10'	0.00	EA	\$ 5,357.16	\$ -
12.27	INLETS, CLOSED FLUME	1.00	EA	\$ 4,110.23	\$ 4,110.23
13.00 Landscape Enhancements & Lawn Restorations					
13.11	Handrail Index 852 Black Powder Coated	0.00	LF	\$ 125.00	\$ -
13.11	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	1.00	LS	\$ 2,500.00	\$ 2,500.00
13.16	SINGLE DECORATIVE POST SIGN, RELOCATE	0.00	EA	\$ 210.00	\$ -
13.13	Electrical	0.00	LS	\$ 333,271.00	\$ -
Total Base Bid - Festival Drive					\$ 168,087.95

Less ODP for Brick	\$ (268.59)
Less ReUse of Installed Brick	\$ (268.59)
Less Substandard Work	\$ (4,325.75)

Design Consultant Re Work Total \$ 163,225.02

Cathcart Construction Company-Florida
2564 Connection Point
Oviedo, FL 32765

Matt T. Blanton, President

Change Order

No. 2

Date of Issuance: December 6, 2016

Effective Date: TBD

Project: Term Contract Utility Infrastructure – Work Assignment #3 – Festival Drive Corridor Improvements	Owner: City of Altamonte Springs	Owner's Contract No.: AB15033B
Contract: AB15033B	Date of Contract: 07/05/16	
Contractor: Cathcart Construction Company	Engineer's Project No.: CoAS PW2016-008	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Addition/Deduction of contract quantities, and the addition of new pay items required to complete the work, based on New scope Public work required to unify the corridor.

Attachments (list documents supporting change): Change Order Number 2 Summary Sheet: Signed Quote based on established and negotiated unit prices,

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ 1,665,741.85

Original Contract Times: Working days Calendar days
Substantial completion (days or date): Nov. 19, 2016
Ready for final payment (days or date): Dec. 19, 2016

[Increase] [Decrease] from previously approved Change Orders No. 1 :
\$ 163,225.02

Increase from previously approved Change Orders No. 1:
Substantial completion (days): January 19, 2017
Ready for final payment (days): February 19, 2017

Contract Price prior to this Change Order:
\$ 1,828,969.87

Contract Times prior to this Change Order:
Substantial completion (days or date): 0
Ready for final payment (days or date): 0

Increase of this Change Order:
\$ 81,835.11

[Increase] of this Change Order:
Substantial completion (days or date): 0
Ready for final payment (days or date): 0

Contract Price incorporating this Change Order:
\$ 1,910,801.98

Contract Times with all approved Change Orders:
Substantial completion (days or date): January 19, 2017
Ready for final payment (days or date): February 19, 2017

RECOMMENDED:
By: [Signature]
Public Works Project Manager
(Authorized Signature)
Date: 11-29-16
Approved by Funding Agency (if applicable):

ACCEPTED:
By: _____
City of Altamonte Springs, FL
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Cathcart Construction Company
Contractor (Authorized Signature)
Date: [Signature]

Date: _____

**ITEMIZED COST ESTIMATE - FESTIVAL DRIVE CORRIDOR IMPROVEMENTS
WORK ORDER ASSIGNMENT NO. 3A
CONTINUING SERVICE CONTRACT FOR UTILITY WORK - INFRASTRUCTURE**

CCC Change Order 2

Project Area - Festival Drive - Corridor Unification Public					
Note: Unit Prices may be less but not more than the maximum bid unit price for this Work Order Assignment.					
No.	Descriptions	Unit	Qty	Unit Price	New Work Public
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization/Demobilization (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 3,719.78	\$ 3,719.78
1.02	Maintenance of Traffic (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 3,719.78	\$ 3,719.78
1.03	Arrow Board / Advance Warning Flashing	10.00	ED	\$ 45.00	\$ 450.00
1.04	Portable Changeable Message Sign, Temp.	20.00	ED	\$ 55.00	\$ 1,100.00
1.05	Pre Construction Video of Work Area	0.00	EA	\$ 1,500.00	\$ -
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	0.00	LF	\$ 2.00	\$ -
2.02	Inlet Protection System	4.00	EA	\$ 350.00	\$ 1,400.00
2.03	Clearing and Grubbing	506.00	SY	\$ 15.00	\$ 7,590.00
2.04	Removal of Existing Structure	0.00	SF	\$ 150.00	\$ -
2.05	Removal of Existing Concrete Pavement	0.00	SY	\$ 12.00	\$ -
2.06	Regular Excavation	0.00	CY	\$ 30.00	\$ -
2.07	Borrow Excavation, Truck Measure	0.00	CY	\$ 25.00	\$ -
2.08	Embankment	0.00	CY	\$ 30.00	\$ -
2.09	Flowable Fill	0.00	CY	\$ 225.00	\$ -
2.10	Excavation for Structures	0.00	CY	\$ 25.00	\$ -
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)					
9.01	Pavers Architectural Roadway, F&I, Includes Sand	0.00	SY	\$ 140.00	\$ -
9.02	Pavers Architectural Sidewalk, F&I, Includes Sand	0.00	SY	\$ 125.00	\$ -
9.03	Clearing & Grubbing for Brick Pavers	0.00	SY	\$ 15.00	\$ -
9.04	Steel Vehicular Plates, Temp., F&I 3' W x 20' L x 1" thick	0.00	EA	\$ 1,500.00	\$ -
10.00 Concrete Work					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	10.00	LF	\$ 40.00	\$ 400.00
10.02	Concrete Curb & Gutter, Type A	0.00	LF	\$ 40.00	\$ -
10.03	Concrete Curb & Gutter, Type D	620.00	LF	\$ 40.00	\$ 24,800.00
10.04	Valley Gutter - Concrete	0.00	LF	\$ 45.00	\$ -
10.05	Sidewalk Concrete, 4" thick	370.00	SY	\$ 50.00	\$ 18,500.00
10.05A	Sidewalk Paver Band Concrete Adder	0.00	LF	\$ 6.00	\$ -
10.06	Single Direction Concrete Curb Ramp	0.00	EA	\$ 500.00	\$ -
10.07	Dual Direction Concrete Curb Ramp with Detectable Warning (New)	0.00	EA	\$ 2,000.00	\$ -
10.08	Sidewalk Concrete, 6" thick	20.00	SY	\$ 65.00	\$ 1,300.00
10.09	Driveway Apron Concrete, 6" thick	0.00	SY	\$ 75.00	\$ -
10.10	Detectable Warning on Existing Walking Surface	0.00	EA	\$ 150.00	\$ -
11.00 Pavement Restoration					
11.01	Stabilization Type B (per City Detail)	0.00	SY	\$ 15.00	\$ -
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	0.00	SY	\$ 50.00	\$ -
11.03	Tack and Sand Limerock (Per FDOT 2015 Spec)	0.00	SY	\$ 2.00	\$ -
11.04	Asphalt Patching (per City Detail)	68.89	SY	\$ 85.00	\$ 5,855.56
11.05	MILLING EXIST ASPH PAVT, 1 1/4" AVG DEPTH	0.00	SY	\$ 4.00	\$ -
11.06	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	0.00	TN	\$ 168.00	\$ -
12.00 Stormwater Improvements and Restoration					
12.10	USF 5100 Valley Gutter Inlet Frame and 6147 Grate or Equip	2.00	EA	\$ 3,000.00	\$ 6,000.00
12.11	Manhole Complete, F&I - Type P, 4' Dia Round, Type B Top, 6' OAH	0.00	EA	\$ 7,500.00	\$ -
12.12	Manhole Adjust to Grade Existing	1.00	EA	\$ 2,000.00	\$ 2,000.00
12.25	INLETS, DT BOT, TYPE F, <10'	0.00	EA	\$ 4,907.31	\$ -
12.26	INLETS, MEDIAN BARRIER, TYPE 1, <10'	0.00	EA	\$ 5,357.16	\$ -
12.27	INLETS, CLOSED FLUME	0.00	EA	\$ 4,110.23	\$ -
13.00 Landscape Enhancements & Lawn Restorations					
13.11	Handrail Index 852 Black Powder Coated	20.00	LF	\$ 125.00	\$ 2,500.00
13 11	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	1.00	LS	\$ 2,500.00	\$ 2,500.00
13.16	SINGLE DECORATIVE POST SIGN, RELOCATE	0.00	EA	\$ 210.00	\$ -
13.13	Electrical	0.00	LS	\$ 333,271.00	\$ -
13.14	Pressure Wash Existing Curb & Gutter	0.00	LF	\$ 4.80	\$ -
13.15	Class V Bridge Treatment (Prep & Apply)	0.00	SF	\$ 2.25	\$ -
13.16	Handrail Paint In Field	0.00	LF	\$ 5.33	\$ -
13.17	Reflectors Barrier Wall Mount	0.00	EA	\$ 3.52	\$ -
13.18	Concrete Pavement Stripe Paint	0.00	LF	\$ 1.73	\$ -
Total Base Bid - Festival Drive - Corridor Unification Public					\$ 81,835.11

Cathcart Construction Company-Florida
2564 Connection Point
Oviedo, FL 32765


Matt T. Blanton, President

Change Order

No. 3

Date of Issuance: December 6, 2016

Effective Date: TBD

Project: Term Contract Utility Infrastructure – Work Assignment #3 – Festival Drive Corridor Improvements	Owner: City of Altamonte Springs	Owner's Contract No.: AB15033B
Contract: AB15033B		Date of Contract: 07/05/16
Contractor: Cathcart Construction Company		Engineer's Project No.: CoAS PW2016-008

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Addition/Deduction of contract quantities, and the addition of new pay items required to complete the work, based on New scope for bridge pond asset upgrade.

Attachments (list documents supporting change): Change Order Number 3 Summary Sheet: Signed Quote based on established and negotiated unit prices,

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 1,665,741.85

[Increase] [Decrease] from previously approved Change Orders Nos. 1 & 2 :

\$ 245,060.13

Contract Price prior to this Change Order:

\$ 1,910,801.98

Increase of this Change Order:

\$ 48,985.04

Contract Price incorporating this Change Order:

\$ 1,959,787.02

Original Contract Times:

Working days Calendar days

Substantial completion (days or date): Nov. 19, 2016

Ready for final payment (days or date): Dec. 19, 2016

Increase from previously approved Change Orders Nos. 1 & 2:

Substantial completion (days): January 19, 2017

Ready for final payment (days): February 19, 2017

Contract Times prior to this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

[Increase] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): January 19, 2017

Ready for final payment (days or date): February 19, 2017

RECOMMENDED:

By: 

Public Works Project Manager
(Authorized Signature)

Date: 11-29-16

Approved by Funding Agency (if applicable):

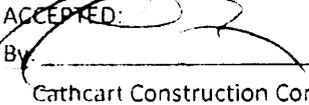
ACCEPTED:

By: _____

City of Altamonte Springs, FL
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 

Cathcart Construction Company
Contractor (Authorized Signature)

Date: 11/29/16

Date: _____

**ITEMIZED COST ESTIMATE - FESTIVAL DRIVE CORRIDOR IMPROVEMENTS
WORK ORDER ASSIGNMENT NO. 3A
CONTINUING SERVICE CONTRACT FOR UTILITY WORK - INFRASTRUCTURE**

CCC Change Order 3

Project Area - Festival Drive - Bridge Pond Asset Upgrade					
<i>Note: Unit Prices may be less but not more than the maximum bid unit price for this Work Order Assignment.</i>					
No.	Descriptions	Unit	Qty	Unit Price	Bridge Pond Asset
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization/Demobilization (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 2,226.59	\$ 2,226.59
1.02	Maintenance of Traffic (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 2,226.59	\$ 2,226.59
1.03	Arrow Board / Advance Warning Flashing	4.00	ED	\$ 45.00	\$ 180.00
1.04	Portable Changeable Message Sign, Temp.	4.00	ED	\$ 55.00	\$ 220.00
1.05	Pre Construction Video of Work Area	1.00	EA	\$ 1,500.00	\$ 1,500.00
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	0.00	LF	\$ 2.00	\$ -
2.02	Inlet Protection System	8.00	EA	\$ 350.00	\$ 2,800.00
2.03	Clearing and Grubbing	20.00	SY	\$ 15.00	\$ 300.00
2.04	Removal of Existing Structure	0.00	SF	\$ 150.00	\$ -
2.05	Removal of Existing Concrete Pavement	0.00	SY	\$ 12.00	\$ -
2.06	Regular Excavation	0.00	CY	\$ 30.00	\$ -
2.07	Borrow Excavation, Truck Measure	0.00	CY	\$ 25.00	\$ -
2.08	Embankment	0.00	CY	\$ 30.00	\$ -
2.09	Flowable Fill	0.00	CY	\$ 225.00	\$ -
2.10	Excavation for Structures	0.00	CY	\$ 25.00	\$ -
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)					
9.01	Pavers Architectural Roadway, F&I, Includes Sand	0.00	SY	\$ 140.00	\$ -
9.02	Pavers Architectural Sidewalk, F&I, Includes Sand	0.00	SY	\$ 125.00	\$ -
9.03	Clearing & Grubbing for Brick Pavers	0.00	SY	\$ 15.00	\$ -
9.04	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	0.00	EA	\$ 1,500.00	\$ -
10.00 Concrete Work					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	0.00	LF	\$ 40.00	\$ -
10.02	Concrete Curb & Gutter, Type A	0.00	LF	\$ 40.00	\$ -
10.03	Concrete Curb & Gutter, Type D	0.00	LF	\$ 40.00	\$ -
10.04	Valley Gutter - Concrete	0.00	LF	\$ 45.00	\$ -
10.05	Sidewalk Concrete, 4" thick	0.00	SY	\$ 50.00	\$ -
10.05A	Sidewalk Paver Band Concrete Adder	0.00	LF	\$ 6.00	\$ -
10.06	Single Direction Concrete Curb Ramp	0.00	EA	\$ 500.00	\$ -
10.07	Dual Direction Concrete Curb Ramp with Detectable Warning (New)	0.00	EA	\$ 2,000.00	\$ -
10.08	Sidewalk Concrete, 6" thick	0.00	SY	\$ 65.00	\$ -
10.09	Driveway Apron Concrete, 6" thick	0.00	SY	\$ 75.00	\$ -
10.10	Detectable Warning on Existing Walking Surface	0.00	EA	\$ 150.00	\$ -
11.00 Pavement Restoration					
11.01	Stabilization Type B (per City Detail)	0.00	SY	\$ 15.00	\$ -
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	0.00	SY	\$ 50.00	\$ -
11.03	Tack and Sand Limerock (Per FDOT 2015 Spec)	0.00	SY	\$ 2.00	\$ -
11.04	Asphalt Patching (per City Detail)	0.00	SY	\$ 85.00	\$ -
11.05	MILLING EXIST ASPH PAVT, 1 1/4" AVG DEPTH	0.00	SY	\$ 4.00	\$ -
11.06	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	0.00	TN	\$ 168.00	\$ -
12.00 Stormwater Improvements and Restoration					
12.10	USF 5100 Valley Gutter Inlet Frame and 6147 Grate or Equiv	0.00	EA	\$ 3,000.00	\$ -
12.11	Manhole Complete, F&I - Type P, 4' Dia Round, Type B Top, 5' OAH	0.00	EA	\$ 7,500.00	\$ -
12.12	Manhole Adjust to Grade Existing	0.00	EA	\$ 2,000.00	\$ -
12.25	INLETS, DT BOT, TYPE F, <10	0.00	EA	\$ 4,907.31	\$ -
12.26	INLETS, MEDIAN BARRIER, TYPE 1, <10	0.00	EA	\$ 5,357.16	\$ -
12.27	INLETS, CLOSED FLUME	0.00	EA	\$ 4,110.23	\$ -
13.00 Landscape Enhancements & Lawn Restorations					
13.11	Handrail Index 852 Black Powder Coated	0.00	LF	\$ 125.00	\$ -
13.11	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	1.00	LS	\$ 2,500.00	\$ 2,500.00
13.16	SINGLE DECORATIVE POST SIGN, RELOCATE	0.00	EA	\$ 210.00	\$ -
13.13	Electrical	0.00	LS	\$ 333,271.00	\$ -
13.14	Pressure Wash Existing Curb & Gutter	0.00	LF	\$ 4.80	\$ -
13.15	Class V Bridge Treatment (Prep & Apply)	15,000.00	SF	\$ 2.25	\$ 33,750.00
13.16	Handrail Paint In Field	485.00	LF	\$ 5.33	\$ 2,585.05
13.17	Reflectors Barrier Wall Mount	80.00	EA	\$ 3.52	\$ 281.60
13.18	Concrete Pavement Stripe Paint	240.00	LF	\$ 1.73	\$ 415.20
Total Base Bid - Festival Drive					\$ 48,985.04

Cathcart Construction Company-Florida
2564 Connection Point
Oviedo, FL 32765

(Matt T. Blanton, President

Change Order

No. 4

Date of Issuance: December 6, 2016

Effective Date: TBD

Project: Term Contract Utility Infrastructure – Work Assignment #3 – Festival Drive Corridor Improvements	Owner: City of Altamonte Springs	Owner's Contract No.: AB15033B
Contract: AB15033B		Date of Contract: 07/05/16
Contractor: Cathcart Construction Company		Engineer's Project No.: CoAS PW2016-008

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Addition/Deduction of contract quantities, and the addition of new pay items required to complete the work, based on New scope for extension of corridor from Cranes Roost Blvd. to Central Parkway.

Attachments (list documents supporting change): Change Order Number 4 Summary Sheet: Signed Quote based on established and negotiated unit prices,

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ 1,665,741.85

[Increase] [Decrease] from previously approved Change Orders Nos. 1, 2 & 3 :
\$ 294,045.17

Contract Price prior to this Change Order:
\$ 1,959,787.02

Increase of this Change Order:
\$ 94,206.20

Contract Price incorporating this Change Order:
\$ 2,053,993.22

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days
Substantial completion (days or date): Nov. 19, 2016
Ready for final payment (days or date): Dec.19, 2016

Increase from previously approved Change Orders Nos. 1, 2 & 3:
Substantial completion (days): January 19, 2017
Ready for final payment (days): February 19, 2017

Contract Times prior to this Change Order:
Substantial completion (days or date): January 19, 2017
Ready for final payment (days or date): February 19, 2017

[Increase] of this Change Order:
Substantial completion (days or date): 15
Ready for final payment (days or date): 15

Contract Times with all approved Change Orders:
Substantial completion (days or date): March 4, 2017
Ready for final payment (days or date): March 19, 2017

RECOMMENDED:
By: [Signature]
Public Works Project Manager
(Authorized Signature)

Date: 11-29-16

Approved by Funding Agency (if applicable):

ACCEPTED:
By: _____
City of Altamonte Springs, FL
Owner (Authorized Signature)

Date: _____

ACCEPTED:
By: [Signature]
Cathcart Construction Company
Contractor (Authorized Signature)

Date: 11/29/16

Date: _____

**ITEMIZED COST ESTIMATE - FESTIVAL DRIVE CORRIDOR IMPROVEMENTS
WORK ORDER ASSIGNMENT NO. 3A
CONTINUING SERVICE CONTRACT FOR UTILITY WORK - INFRASTRUCTURE**

CCC Change Order 4

Project Area - Festival Drive - New Corridor Cranes Roost Blvd to Central Parkway					
Note: Unit Prices may be less but not more than the maximum bid unit price for this Work Order Assignment.					
No.	Descriptions	Unit	Qty	Unit Price	Corridor CRB to C/Pkwy 1
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization/Demobilization (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 4,282.10	\$ 4,282.10
1.02	Maintenance of Traffic (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 4,282.10	\$ 4,282.10
1.03	Arrow Board / Advance Warning Flashing	4.00	ED	\$ 45.00	\$ 180.00
1.04	Portable Changeable Message Sign, Temp.	4.00	ED	\$ 55.00	\$ 220.00
1.05	Pre Construction Video of Work Area	1.00	EA	\$ 1,500.00	\$ 1,500.00
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	0.00	LF	\$ 2.00	\$ -
2.02	Inlet Protection System	4.00	EA	\$ 350.00	\$ 1,400.00
2.03	Clearing and Grubbing	453.33	SY	\$ 15.00	\$ 6,800.00
2.04	Removal of Existing Structure	0.00	SF	\$ 150.00	\$ -
2.05	Removal of Existing Concrete Pavement	0.00	SY	\$ 12.00	\$ -
2.06	Regular Excavation	75.00	CY	\$ 30.00	\$ 2,250.00
2.07	Borrow Excavation, Truck Measure	0.00	CY	\$ 25.00	\$ -
2.08	Embankment	0.00	CY	\$ 30.00	\$ -
2.09	Flowable Fill	0.00	CY	\$ 225.00	\$ -
2.10	Excavation for Structures	0.00	CY	\$ 25.00	\$ -
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)					
9.01	Pavers Architectural Roadway, F&I, Includes Sand	0.00	SY	\$ 140.00	\$ -
9.02	Pavers Architectural Sidewalk, F&I, Includes Sand	272.00	SY	\$ 125.00	\$ 34,000.00
9.03	Clearing & Grubbing for Brick Pavers	0.00	SY	\$ 15.00	\$ -
9.04	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	0.00	EA	\$ 1,500.00	\$ -
10.00 Concrete Work					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	0.00	LF	\$ 40.00	\$ -
10.02	Concrete Curb & Gutter, Type A	0.00	LF	\$ 40.00	\$ -
10.03	Concrete Curb & Gutter, Type D	0.00	LF	\$ 40.00	\$ -
10.04	Valley Gutter - Concrete	20.00	LF	\$ 45.00	\$ 900.00
10.05	Sidewalk Concrete, 4" thick	450.00	SY	\$ 50.00	\$ 22,500.00
10.05A	Sidewalk Paver Band Concrete Adder	350.00	LF	\$ 6.00	\$ 2,100.00
10.06	Single Direction Concrete Curb Ramp	0.00	EA	\$ 500.00	\$ -
10.07	Dual Direction Concrete Curb Ramp with Detectable Warning (New)	0.00	EA	\$ 2,000.00	\$ -
10.08	Sidewalk Concrete, 6" thick	0.00	SY	\$ 65.00	\$ -
10.09	Driveway Apron Concrete, 6" thick	0.00	SY	\$ 75.00	\$ -
10.10	Detectable Warning on Existing Walking Surface	2.00	EA	\$ 150.00	\$ 300.00
11.00 Pavement Restoration					
11.01	Stabilization Type B (per City Detail)	0.00	SY	\$ 15.00	\$ -
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	0.00	SY	\$ 50.00	\$ -
11.03	Tack and Sand Limerock (Per FDOT 2015 Spec)	0.00	SY	\$ 2.00	\$ -
11.04	Asphalt Patching (per City Detail)	0.00	SY	\$ 85.00	\$ -
11.05	MILLING EXIST ASPH PAVT, 1 1/4" AVG DEPTH	0.00	SY	\$ 4.00	\$ -
11.06	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	0.00	TN	\$ 168.00	\$ -
12.00 Stormwater Improvements and Restoration					
12.10	USF 5100 Valley Gutter Inlet Frame and 6147 Grate or Equiv.	0.00	EA	\$ 3,000.00	\$ -
12.11	Manhole Complete, F&I - Type P, 4' Dia. Round, Type B Top, 6' OAH	0.00	EA	\$ 7,500.00	\$ -
12.12	Manhole Adjust to Grade Existing	0.00	EA	\$ 2,000.00	\$ -
12.25	INLETS, DT BOT, TYPE F, <10'	0.00	EA	\$ 4,907.31	\$ -
12.26	INLETS, MEDIAN BARRIER, TYPE 1, <10'	0.00	EA	\$ 5,357.16	\$ -
12.27	INLETS, CLOSED FLUME	0.00	EA	\$ 4,110.23	\$ -
13.00 Landscape Enhancements & Lawn Restorations					
13.11	Handrail Index 852 Black Powder Coated	0.00	LF	\$ 125.00	\$ -
13.11	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	1.00	LS	\$ 2,500.00	\$ 2,500.00
13.16	SINGLE DECORATIVE POST SIGN, RELOCATE	0.00	EA	\$ 210.00	\$ -
13.13	Electrical	0.00	LS	\$ 333,271.00	\$ -
13.14	Pressure Wash Existing Curb & Gutter	2,290.00	LF	\$ 4.80	\$ 10,992.00
Total Base Bid - Festival Drive					\$ 94,206.20

Cathcart Construction Company-Florida
2564 Connection Point
Oviedo, FL 32765

Matt T. Blanton, President

Change Order

No. 5

Date of Issuance: December 6, 2016

Effective Date: TBD

Project: Term Contract Utility Infrastructure – Work Assignment #3 – Festival Drive Corridor Improvements	Owner: City of Altamonte Springs	Owner's Contract No.: AB15033B
Contract: AB15033B	Date of Contract: 07/05/16	
Contractor: Cathcart Construction Company	Engineer's Project No.: CoAS PW2016-008	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Addition/Deduction of contract quantities, and the addition of new pay items required to complete the work, based on New scope Private work required to unify the corridor.

Attachments (list documents supporting change): Change Order Number 5 Summary Sheet; Signed Quote based on established and negotiated unit prices,

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ 1,665,741.85

Original Contract Times: Working days Calendar days
Substantial completion (days or date): Nov. 19, 2016
Ready for final payment (days or date): Dec. 19, 2016

[Increase] [Decrease] from previously approved Change Orders Nos. 1, 2, 3 & 4 :
\$ 388,251.37

Increase from previously approved Change Orders Nos. 1, 2, 3 & 4:
Substantial completion (days): January 19, 2017
Ready for final payment (days): February 19, 2017

Contract Price prior to this Change Order:
\$ 2,053,993.22

Contract Times prior to this Change Order:
Substantial completion (days or date): March 4, 2017
Ready for final payment (days or date): March 19, 2017

Increase of this Change Order:
\$ 11,953.33

[Increase] of this Change Order:
Substantial completion (days or date): 0
Ready for final payment (days or date): 0

Contract Price incorporating this Change Order:
\$ 2,065,946.55

Contract Times with all approved Change Orders:
Substantial completion (days or date): March 4, 2017
Ready for final payment (days or date): March 19, 2017

RECOMMENDED:
By: [Signature]
(Public Works Project Manager
(Authorized Signature)
Date: 11-29-16
Approved by Funding Agency (if applicable)

ACCEPTED:
By: _____
City of Altamonte Springs, FL
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Cathcart Construction Company
Contractor (Authorized Signature)
Date: 11/29/16

Date: _____

Festival Drive Corridor Improvements - Cathcart Construction Company Change Order Summary

REVISED 11/28/2016

PO #

PW # 2016-008

CHANGE ORDER NO. 5
Festival Drive Corridor Improvements

Item	Item Number	Reference Item	Title	Amount	Add or Deduct	Add'l Days	Document	Responsible Entity	Response Date	Status
	5.01		Corridor Unification Private	\$ 11,953.33	Add	0				
	5.02			\$ -		0				
	5.03			\$ -		0				
	5.04			\$ -		0				
	5.05			\$ -		0				
	5.06			\$ -		0				
	5.07			\$ -		0				
	5.08			\$ -		0				
	5.09			\$ -		0				
	5.10			\$ -		0				

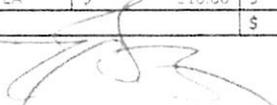
Total for Change Order 5	\$ 11,953.33	0	Additional Calendar Days This Change Order
Previous Change Order No. 4	\$ 94,206.20	90	Previous Change Order Calendar Days
Previous Change Order No. 3	\$ 48,985.04		
Previous Change Order No. 2	\$ 81,835.11		
Previous Change Order No. 1	\$ 163,225.02		
Original Contract Amount	<u>\$ 1,665,741.85</u>		
Revised Contract Amount	\$ 2,065,946.55		
Additional Calendar Days	0		
Additional Days from Previous Change Orders	90		
Original Contract Calendar Days	140	Original Completion Date	<u>December 19, 2016</u>
Revised Total Contract Days	230	Revised Completion Date	March 19, 2017

**ITEMIZED COST ESTIMATE - FESTIVAL DRIVE CORRIDOR IMPROVEMENTS
WORK ORDER ASSIGNMENT NO. 3A
CONTINUING SERVICE CONTRACT FOR UTILITY WORK - INFRASTRUCTURE**

CCC Change Order 5

Project Area - Festival Drive - Corridor Unification Private					
Note: Unit Prices may be less but not more than the maximum bid unit price for this Work Order Assignment.					
No.	Descriptions	Unit	Qty	Unit Price	New Work Public
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization/Demobilization (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 543.33	\$ 543.33
1.02	Maintenance of Traffic (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 543.33	\$ 543.33
1.03	Arrow Board / Advance Warning Flashing	2.00	ED	\$ 45.00	\$ 90.00
1.04	Portable Changeable Message Sign, Temp.	2.00	ED	\$ 55.00	\$ 110.00
1.05	Pre Construction Video of Work Area	1.00	EA	\$ 1,500.00	\$ 1,500.00
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	0.00	LF	\$ 2.00	\$ -
2.02	Inlet Protection System	0.00	EA	\$ 350.00	\$ -
2.03	Clearing and Grubbing	166.00	SY	\$ 15.00	\$ 2,490.00
2.04	Removal of Existing Structure	0.00	SF	\$ 150.00	\$ -
2.05	Removal of Existing Concrete Pavement	0.00	SY	\$ 12.00	\$ -
2.06	Regular Excavation	6.00	CY	\$ 30.00	\$ 180.00
2.07	Borrow Excavation, Truck Measure	0.00	CY	\$ 25.00	\$ -
2.08	Embankment	0.00	CY	\$ 30.00	\$ -
2.09	Flowable Fill	0.00	CY	\$ 225.00	\$ -
2.10	Excavation for Structures	0.00	CY	\$ 25.00	\$ -
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)					
9.01	Pavers Architectural Roadway, F&I, Includes Sand	0.00	SY	\$ 140.00	\$ -
9.02	Pavers Architectural Sidewalk, F&I, Includes Sand	0.00	SY	\$ 125.00	\$ -
9.03	Clearing & Grubbing for Brick Pavers	0.00	SY	\$ 15.00	\$ -
9.04	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	0.00	EA	\$ 1,500.00	\$ -
10.00 Concrete Work					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	20.00	LF	\$ 40.00	\$ 800.00
10.02	Concrete Curb & Gutter, Type A	0.00	LF	\$ 40.00	\$ -
10.03	Concrete Curb & Gutter, Type D	6.00	LF	\$ 40.00	\$ 240.00
10.04	Valley Gutter - Concrete	10.00	LF	\$ 45.00	\$ 450.00
10.05	Sidewalk Concrete, 4" thick	70.00	SY	\$ 50.00	\$ 3,500.00
10.05A	Sidewalk Paver Band Concrete Adder	0.00	LF	\$ 6.00	\$ -
10.06	Single Direction Concrete Curb Ramp	0.00	EA	\$ 500.00	\$ -
10.07	Dual Direction Concrete Curb Ramp with Detectable Warning (New)	0.00	EA	\$ 2,000.00	\$ -
10.08	Sidewalk Concrete, 6" thick	20.00	SY	\$ 65.00	\$ 1,300.00
10.09	Driveway Apron Concrete, 6" thick	0.00	SY	\$ 75.00	\$ -
10.10	Detectable Warning on Existing Walking Surface	1.00	EA	\$ 150.00	\$ 150.00
11.00 Pavement Restoration					
11.01	Stabilization Type B (per City Detail)	0.00	SY	\$ 15.00	\$ -
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	0.00	SY	\$ 50.00	\$ -
11.03	Tack and Sand Limerock (Per FDOT 2015 Spec)	0.00	SY	\$ 2.00	\$ -
11.04	Asphalt Patching (per City Detail)	0.67	SY	\$ 85.00	\$ 56.67
11.05	MILLING EXIST ASPH PAVT. 1 1/4" AVG DEPTH	0.00	SY	\$ 4.00	\$ -
11.06	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	0.00	TN	\$ 168.00	\$ -
12.00 Stormwater Improvements and Restoration					
12.10	USF 5100 Valley Gutter Inlet Frame and 6147 Grate or Equiv.	0.00	EA	\$ 3,000.00	\$ -
12.11	Manhole Complete, F&I - Type P, 4' Dia. Round, Type 8 Top, 6' OAH	0.00	EA	\$ 7,500.00	\$ -
12.12	Manhole Adjust to Grade Existing	0.00	EA	\$ 2,000.00	\$ -
12.25	INLETS, DT BOT, TYPE F, <10'	0.00	EA	\$ 4,907.31	\$ -
12.26	INLETS, MEDIAN BARRIER, TYPE 1, <10'	0.00	EA	\$ 5,357.16	\$ -
12.27	INLETS, CLOSED FLUME	0.00	EA	\$ 4,110.23	\$ -
13.00 Landscape Enhancements & Lawn Restorations					
13.11	Handrail Index 852 Black Powder Coated	0.00	LF	\$ 125.00	\$ -
13.11	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	0.00	LS	\$ 2,500.00	\$ -
13.16	SINGLE DECORATIVE POST SIGN, RELOCATE	0.00	EA	\$ 210.00	\$ -
Total Base Bid - Festival Drive					\$ 11,953.33

Cathcart Construction Company-Florida
2564 Connection Point
Oviedo, FL 32765


Matt T. Blanton, President



Meeting Date: December 6, 2016

From: Mark B. DeBord
Mark B. DeBord, Finance

Approved: [Signature]
Franklin W. Martz, II, City Manager

Commission Action: _____

City Manager: _____
Franklin W. Martz, II, City Manager

SUBJECT: Contract AB15033A, Utility Infrastructure – Spring Oaks

SUMMARY EXPLANATION & BACKGROUND:

The Commission approved a contract with Cathcart Construction Company September 10, 2015 for the Utility Infrastructure – Spring Oaks project. The contract total is \$2,172,252.52, which includes one change order for a price reduction.

The project is now complete. Attached are the final invoice in the amount of \$105,993.72, the maintenance bond, the consent of surety, and the releases of lien.

FISCAL INFORMATION:
Fund: Neighborhood Enhancement
Dept/Div: Capital Projects
Activity/Element: Transportation
Account: 32504010-563607-14012
Amount: \$105,993.72

RECOMMENDED ACTION: Approve final payment to Cathcart Construction Company in the amount of \$105,993.72 and accept the closeout documents.

Initiated by: Liana Griffiths, Finance



City of Altamonte Springs
MEMORANDUM

Date: November 29, 2016
To: Liana Griffiths, Senior Accountant
From: Trey Sisk, Construction Project Manager 
Re: **Project Close-out Request – PW2014-012-I1**

The infrastructure work and associated restoration construction within the Spring Oaks East project area has been successfully completed by Cathcart Construction Company. Cathcart has provided the City of Altamonte Springs all of the as-built / record drawings, maintenance bond, and consent of surety per the contract requirements.

Please process the appropriate financial documents to close-out this project and purchase order.

INVOICE #: 9
TO OWNER: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

INV. DATE: August 1, 2016
P.O. NO: 20160157-03

APPLICATION NO.: 9 Final
PERIOD TO: 06/24/16
PROJECT NO.: 2014-012-11
BID NO.: 15-033
CONTRACT DATE: 9/24/2015

DISTRIBUTION TO:
 OWNER
 PROFESSIONAL
 GENERAL CONTRACTOR

FROM CONTRACTOR Cathcart Construction Company - FL
2564 Connection Point
Oviedo, Florida 32765

VIA OWNER:
VIA PROFESSIONAL:

Trey Sisk - COAS
Bruce Doig, PE-VHB

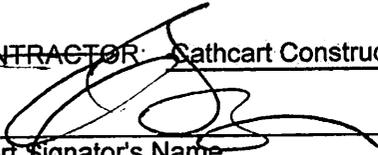
PROJECT NAME: Infrastructure Contract - Work Assignment #1

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. CONTINUATION SHEET IS ATTACHED

1 ORIGINAL CONTRACT SUM	\$ 2,182,815.00
2 NET CHANGE BY CHANGE ORDERS	\$ (10,562.48)
3 CONTRACT SUM TO DATE	\$ 2,172,252.52
4 TOTAL COMPLETED & STORED TO DATE	\$ 2,073,325.46
5 RETAINAGE:	
A 0% OF COMPLETED WORK	\$ -
B 0% OF STORED MATERIALS	\$ -
TOTAL RETAINAGE	\$ -
6 TOTAL EARNED LESS RETAINAGE	\$ 2,073,325.46
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 1,967,331.74
8 CURRENT PAYMENT DUE	\$ 105,993.72
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 98,927.06

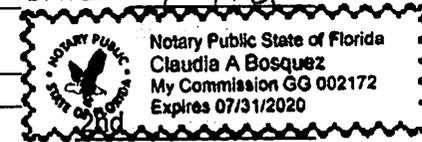
THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

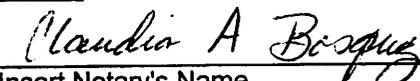
CONTRACTOR: Cathcart Construction Company - FL

BY: 
Insert Signator's Name
STATE OF: FLORIDA
COUNTY OF: Seminole

DATE: 8/2/16

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF Aug-16



NOTARY PUBLIC: 
MY COMMISSION EXPIRES: Insert Notary's Name

RECOMMENDATION FOR PAYMENT

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED.

AMOUNT RECOMMENDED: \$ 105,993.72

PROFESSIONAL:

BY: _____ DATE: _____

OWNER:

BY:  DATE: 11-24-16

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN, ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT

Schedule of Values

Project Name: Infrastructure Contract - Work Assignment #1														Invoice No.: 9		Cathcart Construction Company - FL				
Owner: City of Altamonte Springs														Date: 8/1/2016		2564 Connection Point Oviedo, Florida 32765				
Pay Application No.: 9														Contractor Project No.: 5022		Tel. (407) 341-6465				
Owner's Purchase Order/Contract No.: 20160157-03														Owner's Bid No.: 15-033		Fax: (321) 203-4900				
a	b	c	d	e	f	g						m			p	q	r			
						Scheduled Values						Work Completed						Stored Materials		
						Qty.	Unit of Measure	Unit Price, \$	Total, \$ (x e)	Prior Estimate		This Estimate		Total to Date				Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat'ls now installed, \$	New Materials Stored this Estimate, \$
Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (e)	Total Installed Qty. (g + i)	Total, \$ (k x e)															
1.00 Mobilization, Traffic Control and Project Documentation																				
1.01	Mobilization/Demobilization (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 189,810.00	\$ 189,810.00	93%	\$ 175,669.16		\$ -	0.93	\$ 175,669.16				\$ 175,669.16	92.55%	\$ 14,140.84			
1.02	Maintenance of Traffic (Work Assignment % - Not to Exceed Master Contract Maximum)	1.00	LS	\$ 94,905.00	\$ 94,905.00	93%	\$ 87,834.58		\$ -	0.93	\$ 87,834.58				\$ 87,834.58	92.55%	\$ 7,070.42			
1.03	Arrow Board / Advance Warning Flashing	24.00	ED	\$ 45.00	\$ 1,080.00	24.00	\$ 1,080.00		\$ -	24.00	\$ 1,080.00				\$ 1,080.00	100.00%	\$ -			
1.04	Portable Changeable Message Sign, Temp.	24.00	ED	\$ 55.00	\$ 1,320.00	24.00	\$ 1,320.00		\$ -	24.00	\$ 1,320.00				\$ 1,320.00	100.00%	\$ -			
1.05	Pre Construction Video of Work Area	1.00	EA	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00				\$ 1,500.00	100.00%	\$ -			
1.06	Utility System Record Drawings	4.77	EA/1000LF	\$ 2,500.00	\$ 11,925.00	5.57	\$ 13,925.00		\$ -	5.57	\$ 13,925.00				\$ 13,925.00	116.77%	\$ (2,000.00)			
1.07	FDEP Partial Clearance Testing/Certifications	1.00	EA	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00				\$ 2,500.00	100.00%	\$ -			
1.08	FDEP Final Clearance Testing/Certifications Complete System	1.00	EA	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00				\$ 3,000.00	100.00%	\$ -			
2.00 General Site Work and Site Protection																				
2.01	Sediment Barrier (Silt Fence)	2,000.00	LF	\$ 2.00	\$ 4,000.00	2,000.00	\$ 4,000.00		\$ -	2,000.00	\$ 4,000.00				\$ 4,000.00	100.00%	\$ -			
2.02	Inlet Protection System	15.00	EA	\$ 350.00	\$ 5,250.00	8.40	\$ 2,940.00		\$ -	8.40	\$ 2,940.00				\$ 2,940.00	56.00%	\$ 2,310.00			
2.03	Clearing and Grubbing	10,000.00	SY	\$ 10.00	\$ 100,000.00	7,306.79	\$ 73,067.90		\$ -	7,306.79	\$ 73,067.90				\$ 73,067.90	73.07%	\$ 26,932.10			
2.04	Removal of Existing Structure	0.00	SF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -			
2.05	Removal of Existing Concrete Pavement	6,184.00	SY	\$ 10.00	\$ 61,840.00	8,257.18	\$ 82,571.80		\$ -	8,257.18	\$ 82,571.80				\$ 82,571.80	133.52%	\$ (20,731.80)			
2.06	Regular Excavation	200.00	CY	\$ 30.00	\$ 6,000.00	69.65	\$ 2,089.50		\$ -	69.65	\$ 2,089.50				\$ 2,089.50	34.83%	\$ 3,910.50			
2.07	Borrow Excavation, Truck Measure	5.00	CY	\$ 20.00	\$ 100.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 100.00			
2.08	Embankment	0.00	CY	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -			
2.09	Flowable Fill	10.00	CY	\$ 200.00	\$ 2,000.00	3.50	\$ 700.00		\$ -	3.50	\$ 700.00				\$ 700.00	35.00%	\$ 1,300.00			
2.10	Excavation for Structures	0.00	CY	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -			
3.00 Water Main Potable/Reclaimed (Including fittings, pipe, materials and restoration)																				
3.01	Utility Pipe, F&I, Water Potable/Reclaimed, 2" PVC DR18	520.00	LF	\$ 20.00	\$ 10,400.00	469.00	\$ 9,380.00		\$ -	469.00	\$ 9,380.00				\$ 9,380.00	90.19%	\$ 1,020.00			
3.02	Utility Pipe, F&I, Water Potable/Reclaimed, 4" PVC DR18	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -			
3.03	Utility Pipe, F&I, Water Potable/Reclaimed, 6" PVC DR18	3,970.00	LF	\$ 45.00	\$ 178,650.00	4,398.00	\$ 197,910.00		\$ -	4,398.00	\$ 197,910.00		\$ 0.00		\$ 197,910.00	110.78%	\$ (19,260.00)			
3.04	Utility Pipe, F&I, Water Potable/Reclaimed, 8" PVC DR18	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -			

a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r														
																		Scheduled Values					Work Completed						Stored Materials		
																							Prior Estimate		This Estimate		Total to Date				
																		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (x e)	(c	Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (l x e)	Total Installed Qty. (g + i)	Total, \$ (k x e)	Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat'l. now Installed, \$	New Materials Stored this Estimate, \$
3.05	Utility Pipe, F&I, Water Potable/Reclaimed, 10" PVC DR18	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.06	Utility Pipe, F&I, Water Potable/Reclaimed, 12" PVC DR18	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.07	Utility Pipe, F&I, Water Potable/Reclaimed 4" Directional Drill HDD/HDPE	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.08	Utility Pipe, F&I, Water Potable/Reclaimed 5" Directional Drill HDD/HDPE	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.09	Utility Pipe, F&I, Water Potable/Reclaimed 8" Directional Drill HDD/HDPE	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.10	Utility Pipe, F&I, Water Potable/Reclaimed 10" Directional Drill HDD/HDPE	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.11	Utility Pipe, F&I, Water Potable/Reclaimed 12" Directional Drill HDD/HDPE	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.12	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, Galv. 0"-1.9"	1,740.00	LF	\$ 14.00	\$ 24,360.00	0.00	\$ -	\$ -	0.00	\$ -				\$ -	0.00%	\$ 24,360.00															
3.13	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 2"	100.00	LF	\$ 15.00	\$ 1,500.00	1,062.00	\$ 15,930.00	\$ -	1,062.00	\$ 15,930.00				\$ 15,930.00	1062.00%	\$ (14,430.00)															
3.14	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 4"	2,610.00	LF	\$ 18.00	\$ 46,980.00	2,439.00	\$ 43,902.00	\$ -	2,439.00	\$ 43,902.00				\$ 43,902.00	93.45%	\$ 3,078.00															
3.15	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 6"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.16	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 8"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.17	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 10"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.18	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 12"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.19	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 0"-1.9"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.20	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 2"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.21	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 4"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.22	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 6"	40.00	LF	\$ 25.00	\$ 1,000.00	0.00	\$ -	\$ -	0.00	\$ -				\$ -	0.00%	\$ 1,000.00															
3.23	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 8"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.24	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 10"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
3.25	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 12"	0.00	LF	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
										0.00																					
5.00 Utility - Water Services (Including fittings, pipe, materials and restoration)																															
5.01	Utility Fixture, F&I, Water, Meter and Meter Box on 0"-1.9" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
5.02	Utility Fixture, F&I, Water, Backflow Assembly on 0"-1.9" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
5.03	Utility Fixture, F&I, Water, Saddle on 0"-1.9" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
5.04	Utility Fixture, F&I, Water, Gate Valve Assembly on 0"-1.9" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
5.05	Utility Fixture, F&I, Water, Meter and Meter Box on 2" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -															
5.06	Utility Fixture, F&I, Water, Saddle on 2" WM	5.00	EA	\$ 150.00	\$ 750.00	6.00	\$ 900.00	\$ -	6.00	\$ 900.00				\$ 900.00	120.00%	\$ (150.00)															

a	b	c	d	e	f	g						h			i			m	n	o	p	q	r			
						Scheduled Values						Work Completed												Stored Materials		
												Prior Estimate			This Estimate									Total to Date		
						Qty.	Unit of Measure	Unit Price, \$	Total, \$ (x e)	Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (l x e)	Total, \$ (g + l)	Total, \$ (k x e)	Prior Stored Materials, \$ (m+n-o from last est.)	Less Pmt. For Previously Stored Mat'l's now Installed, \$							New Materials Stored this Estimate, \$	Total Completed and Stored to Date, \$ (+m+n-o)	% Complete (p / q)
5.07	Utility Fixture, F&I, Water, Gate Valve Assembly on 2" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.08	Utility Fixture, F&I, Water, Line Stop Assembly on 2" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.09	Utility Fixture, F&I, Water, Mech Joint Restraint on 2" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.10	Utility Fixture, F&I, Water, Meter and Meter Box on 4" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.11	Utility Fixture, F&I, Water, Saddle on 4" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.12	Utility Fixture, F&I, Water, Gate Valve Assembly on 4" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.13	Utility Fixture, F&I, Water, Line Stop Assembly on 4" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.14	Utility Fixture, F&I, Water, Mech Joint Restraint on 4" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.15	Utility Fixture, F&I, Water, Meter and Meter Box on 6" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.16	Utility Fixture, F&I, Water, Saddle on 6" WM	40.00	EA	\$ 200.00	\$ 8,000.00	42.00	\$ 8,400.00	\$ -	42.00	\$ 8,400.00						\$ 8,400.00		\$ 8,400.00	105.00%	\$ (400.00)						
5.17	Utility Fixture, F&I, Water, Gate Valve Assembly on 6" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.18	Utility Fixture, F&I, Water, Line Stop Assembly on 6" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.19	Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.20	Utility Fixture, F&I, Water, Meter and Meter Box on 8" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.21	Utility Fixture, F&I, Water, Saddle on 8" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.22	Utility Fixture, F&I, Water, Gate Valve Assembly on 8" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.23	Utility Fixture, F&I, Water, Line Stop Assembly on 8" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.24	Utility Fixture, F&I, Water, Mech Joint Restraint on 8" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.25	Utility Fixture, F&I, Water, Meter and Meter Box on 10" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.26	Utility Fixture, F&I, Water, Saddle on 10" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.27	Utility Fixture, F&I, Water, Gate Valve Assembly on 10" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.28	Utility Fixture, F&I, Water, Line Stop Assembly on 10" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.29	Utility Fixture, F&I, Water, Mech Joint Restraint on 10" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.30	Utility Fixture, F&I, Water, Meter and Meter Box on 12" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.31	Utility Fixture, F&I, Water, Saddle on 12" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.32	Utility Fixture, F&I, Water, Gate Valve Assembly on 12" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.33	Utility Fixture, F&I, Water, Line Stop Assembly on 12" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				
5.34	Utility Fixture, F&I, Water, Mech Joint Restraint on 12" WM	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -			\$ -		\$ -		\$ -	#DIV/0!	\$ -				

a	b	c				e		g		h		i		j		k		l		m		n		o		p		q		r	
		Scheduled Values				Work Completed						Stored Materials			Total Completed and Stored to Date, \$ (l+m+n+o)	% Complete (p/l)	Balance to Finish, \$ (r-p)														
		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (c x e)	Prior Estimate	This Estimate		Total to Date		Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat's now Installed, \$	New Materials Stored this Estimate, \$																		
Item No.	Description					Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (i x e)	Total Installed Qty. (q + l)	Total, \$ (k x e)																				
5.35	Utility Fixture, F&I, 1" Single Short Water Service on 0'-2"	5.00	EA	\$ 700.00	\$ 3,500.00	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	0.00%	\$ 3,500.00						
5.36	Utility Fixture, F&I, 1" Single Long Water Service on 0'-2"	5.00	EA	\$ 1,800.00	\$ 9,000.00	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	0.00%	\$ 9,000.00						
5.37	Utility Fixture, F&I, 1.5" Double Short Water Service on 0'-2"	5.00	EA	\$ 700.00	\$ 3,500.00	3.00	\$ 2,100.00		\$ -	3.00	\$ 2,100.00									\$ 2,100.00			\$ 2,100.00	60.00%	\$ 1,400.00						
5.38	Utility Fixture, F&I, 1.5" Double Long Water Service on 0'-2"	5.00	EA	\$ 1,800.00	\$ 9,000.00	3.00	\$ 5,400.00		\$ -	3.00	\$ 5,400.00									\$ 5,400.00			\$ 5,400.00	60.00%	\$ 3,600.00						
5.39	Utility Fixture, F&I, 1" Single Short Water Service on 3"	2.00	EA	\$ 700.00	\$ 1,400.00	1.00	\$ 700.00		\$ -	1.00	\$ 700.00									\$ 700.00			\$ 700.00	50.00%	\$ 700.00						
5.40	Utility Fixture, F&I, 1" Single Long Water Service on 3"	2.00	EA	\$ 1,800.00	\$ 3,600.00	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	0.00%	\$ 3,600.00						
5.41	Utility Fixture, F&I, 1.5" Double Short Water Service on 3"	2.00	EA	\$ 800.00	\$ 1,600.00	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	0.00%	\$ 1,600.00						
5.42	Utility Fixture, F&I, 1.5" Double Long Water Service on 3"	2.00	EA	\$ 2,200.00	\$ 4,400.00	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	0.00%	\$ 4,400.00						
5.43	Utility Fixture, F&I, 1" Single Short Water Service on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.44	Utility Fixture, F&I, 1" Single Long Water Service on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.45	Utility Fixture, F&I, 1.5" Double Short Water Service on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.46	Utility Fixture, F&I, 1.5" Double Long Water Service on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.47	Utility Fixture, F&I, 1" Single Short Water Service on 6"	40.00	EA	\$ 700.00	\$ 28,000.00	41.00	\$ 28,700.00		\$ -	41.00	\$ 28,700.00									\$ 28,700.00			\$ 28,700.00	102.50%	\$ (700.00)						
5.48	Utility Fixture, F&I, 1" Single Long Water Service on 6"	40.00	EA	\$ 1,850.00	\$ 74,000.00	16.74	\$ 30,969.00		\$ -	16.74	\$ 30,969.00									\$ 30,969.00			\$ 30,969.00	41.85%	\$ 43,031.00						
5.49	Utility Fixture, F&I, 1.5" Double Short Water Service on 6"	40.00	EA	\$ 850.00	\$ 34,000.00	22.00	\$ 18,700.00		\$ -	22.00	\$ 18,700.00	\$ 1.00								\$ 18,701.00		\$ -	\$ 18,701.00	55.00%	\$ 15,299.00						
5.50	Utility Fixture, F&I, 1.5" Double Long Water Service on 6"	40.00	EA	\$ 2,200.00	\$ 88,000.00	33.00	\$ 72,600.00		\$ -	33.00	\$ 72,600.00									\$ 72,600.00		\$ 0.00	\$ 72,600.00	82.50%	\$ 15,400.00						
5.51	Utility Fixture, F&I, 1" Single Short Water Service on 8"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.52	Utility Fixture, F&I, 1" Single Long Water Service on 8"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.53	Utility Fixture, F&I, 1.5" Double Short Water Service on 8"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.54	Utility Fixture, F&I, 1.5" Double Long Water Service on 8"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.55	Utility Fixture, F&I, 1" Single Short Water Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.56	Utility Fixture, F&I, 1" Single Long Water Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.57	Utility Fixture, F&I, 1.5" Double Short Water Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.58	Utility Fixture, F&I, 1.5" Double Long Water Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.59	Utility Fixture, F&I, 1" Single Short Water Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.60	Utility Fixture, F&I, 1" Single Long Water Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.61	Utility Fixture, F&I, 1.5" Double Short Water Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						
5.62	Utility Fixture, F&I, 1.5" Double Long Water Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -									\$ -			\$ -	#DIV/0!	\$ -						

a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r
Item No.	Description	Scheduled Values				Work Completed						Stored Materials			Total Completed and Stored to Date, \$ (l+m+n+o)	% Complete (p / q)	Balance to Finish, \$ (r - p)
		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (c x e)	Prior Estimate		This Estimate		Total to Date		Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat's now Installed, \$	New Materials Stored this Estimate, \$			
						Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (i x e)	Total Installed Qty. (g + i)	Total, \$ (k x e)						
5.63	Utility Fixture, F&I, Single Meter Box	94.00	EA	\$ 400.00	\$ 37,600.00	18.00	\$ 7,200.00		\$ -	18.00	\$ 7,200.00				\$ 7,200.00	19.15%	\$ 30,400.00
5.64	Utility Fixture, F&I, Double Meter Box	94.00	EA	\$ 600.00	\$ 56,400.00	15.00	\$ 9,000.00		\$ -	15.00	\$ 9,000.00				\$ 9,000.00	15.96%	\$ 47,400.00
6.00 Fire Hydrants										0.00							
6.01	Fire Hydrant Assembly, Std 3 Way, F&I, 6"	10.00	EA	\$ 6,500.00	\$ 65,000.00	11.00	\$ 71,500.00		\$ -	11.00	\$ 71,500.00			\$ -	\$ 71,500.00	110.00%	\$ (8,500.00)
6.02	Fire Hydrant, Adjust & Modify	1.00	EA	\$ 3,000.00	\$ 3,000.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 3,000.00
6.03	Fire Hydrant Relocate	1.00	EA	\$ 3,500.00	\$ 3,500.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 3,500.00
6.04	Fire Hydrant Remove	1.00	EA	\$ 1,500.00	\$ 1,500.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 1,500.00
6.05	FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only	1.00	EA	\$ 1,500.00	\$ 1,500.00	2.00	\$ 3,000.00		\$ -	2.00	\$ 3,000.00				\$ 3,000.00	200.00%	\$ (1,500.00)
6.06	FH Assembly Connection Fitting - 8" x 8" x 6" MJ Tee - FH to Main Line Only	1.00	EA	\$ 1,000.00	\$ 1,000.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 1,000.00
6.07	FH Assembly Connection Fitting - 10" x 10" x 6" MJ Tee - FH to Main Line Only	1.00	EA	\$ 1,400.00	\$ 1,400.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 1,400.00
6.08	FH Assembly Connection Fitting - 12" x 12" x 6" MJ Tee - FH to Main Line Only	1.00	EA	\$ 1,500.00	\$ 1,500.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 1,500.00
6.09	FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only	1.00	EA	\$ 450.00	\$ 450.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 450.00
6.10	FH Assembly Connection Fitting - 8" MJ 90° Elbow - FH to Main Line Only	1.00	EA	\$ 500.00	\$ 500.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 500.00
6.11	FH Assembly Connection Fitting - 10" MJ 90° Elbow - FH to Main Line Only	1.00	EA	\$ 550.00	\$ 550.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 550.00
6.12	FH Assembly Connection Fitting - 12" MJ 90° Elbow - FH to Main Line Only	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.00 Utility - Sewer Service (Including fittings, pipe, materials and restoration)										0.00							
7.01	Utility Pipe, F&I, Sewer, 6" PVC DR18	180.00	LF	\$ 200.00	\$ 36,000.00	66.00	\$ 13,200.00		\$ -	66.00	\$ 13,200.00			\$ -	\$ 13,200.00	36.67%	\$ 22,800.00
7.02	Utility Pipe, F&I, Sewer, 8" PVC DR18	100.00	LF	\$ 220.00	\$ 22,000.00	100.00	\$ 22,000.00		\$ -	100.00	\$ 22,000.00				\$ 22,000.00	100.00%	\$ -
7.03	Utility Pipe, F&I, Sewer, 10" PVC DR18		LF		\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.04	Utility Pipe, F&I, Sewer, 12" PVC DR18	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.05	Utility Pipe, Sewer, Remove/Dispose, 6"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.06	Utility Pipe, Sewer, Remove/Dispose, 8"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.07	Utility Pipe, Sewer, Remove/Dispose, 10"	250.00	LF	\$ 40.00	\$ 10,000.00	100.00	\$ 4,000.00		\$ -	100.00	\$ 4,000.00				\$ 4,000.00	40.00%	\$ 6,000.00
7.08	Utility Pipe, Sewer, Remove/Dispose, 12"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.09	Utility Pipe, Cure-In-Place, Sewer, Clay, 6"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.10	Utility Pipe, Cure-In-Place, Sewer, Clay, 8"	250.00	LF	\$ 85.00	\$ 21,250.00	250.00	\$ 21,250.00		\$ -	250.00	\$ 21,250.00				\$ 21,250.00	100.00%	\$ -
7.11	Utility Pipe, Cure-In-Place, Sewer, Clay, 10"	665.00	LF	\$ 75.00	\$ 49,875.00	665.00	\$ 49,875.00		\$ -	665.00	\$ 49,875.00				\$ 49,875.00	100.00%	\$ -
7.12	Utility Pipe, Cure-In-Place, Sewer, Clay, 12"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -

a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r
Item No.	Description	Scheduled Values				Work Completed						Stored Materials			Total Completed and Stored to Date, \$ (t+m+n+o)	% Complete (p/f)	Balance to Finish, \$ (r-p)
		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (c x e)	Prior Estimate		This Estimate		Total to Date		Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat'ls now Installed, \$	New Materials Stored this Estimate, \$			
						Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (i x e)	Total Installed Qty. (g + i)	Total, \$ (k x e)						
7.13	Utility Fixture, F&I, 6" Single Short Sewer Service on 6"	2.00	EA	\$ 2,000.00	\$ 4,000.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 4,000.00
7.14	Utility Fixture, F&I, 6" Single Long Sewer Service on 6"	2.00	EA	\$ 7,000.00	\$ 14,000.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 14,000.00
7.15	Utility Fixture, F&I, 6" Single Short Sewer Service on 8"	1.00	EA	\$ 2,100.00	\$ 2,100.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 2,100.00
7.16	Utility Fixture, F&I, 6" Single Long Sewer Service on 8"	1.00	EA	\$ 7,100.00	\$ 7,100.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 7,100.00
7.17	Utility Fixture, F&I, 6" Single Short Sewer Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.18	Utility Fixture, F&I, 6" Single Long Sewer Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.19	Utility Fixture, F&I, 6" Single Short Sewer Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.20	Utility Fixture, F&I, 6" Single Long Sewer Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.21	Utility Fixture, F&I, 6" Cleanout Sewer on 6"	4.00	EA	\$ 750.00	\$ 3,000.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 3,000.00
7.22	Utility Fixture, F&I, 6" Cleanout Sewer on 8"	2.00	EA	\$ 750.00	\$ 1,500.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 1,500.00
7.23	Utility Fixture, F&I, 6" Cleanout Sewer on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.24	Utility Fixture, F&I, 6" Cleanout Sewer on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
7.25	Sewer Manhole Complete	1.00	EA	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00		\$ -	1.00	\$ 7,500.00				\$ 7,500.00	100.00%	\$ -
7.26	Connect to Sewer Manhole	1.00	EA	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00				\$ 2,500.00	100.00%	\$ -
8.00 Reclaimed Water Service (Including fittings, pipe, materials and restoration)										0.00							
8.01	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 0"-1.9"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.02	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 0"-1.9"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.03	Utility Fixture, F&I, Reclaimed, Saddle on 0"-1.9"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.04	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 0"-1.9"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.05	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 2"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.06	Utility Fixture, F&I, Reclaimed, Saddle on 2"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.07	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 2"	1.00	EA	\$ 250.00	\$ 250.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 250.00
8.08	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 2"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.09	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 2"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.10	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.11	Utility Fixture, F&I, Reclaimed, Saddle on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.12	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
8.13	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -

Item No.	Description	Scheduled Values				Work Completed						Stored Materials			Total Completed and Stored to Date, \$ (l+m+n+o)	% Complete (p / f)	Balance to Finish, \$ (f - p)
		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (c x e)	Prior Estimate		This Estimate		Total to Date		Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat'ls now Installed, \$	New Materials Stored this Estimate, \$			
						Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (i x e)	Total Installed Qty. (g + i)	Total, \$ (k x e)						
8.14	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.15	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 6"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.16	Utility Fixture, F&I, Reclaimed, Saddle on 6"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.17	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 6"	9.00	EA	\$ 2,500.00	\$ 22,500.00	9.00	\$ 22,500.00	\$ -	9.00	\$ 22,500.00				\$ 22,500.00	100.00%	\$ -	
8.18	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 6"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.19	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 6"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.20	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 8"	2.00	EA	\$ 900.00	\$ 1,800.00	0.00	\$ -	\$ -	0.00	\$ -				\$ -	0.00%	\$ 1,800.00	
8.21	Utility Fixture, F&I, Reclaimed, Saddle on 8"	2.00	EA	\$ 500.00	\$ 1,000.00	2.00	\$ 1,000.00	\$ -	2.00	\$ 1,000.00				\$ 1,000.00	100.00%	\$ -	
8.22	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 8"	8.00	EA	\$ 4,000.00	\$ 32,000.00	6.00	\$ 24,000.00	\$ -	6.00	\$ 24,000.00			\$ -	\$ 24,000.00	75.00%	\$ 8,000.00	
8.23	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 8"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.24	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 8"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.25	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.26	Utility Fixture, F&I, Reclaimed, Saddle on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.27	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.28	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.29	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.30	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.31	Utility Fixture, F&I, Reclaimed, Saddle on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.32	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.33	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.34	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.35	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 0"-2"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.36	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 0"-2"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.37	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 0"-2"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.38	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 0"-2"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.39	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 3"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.40	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 3"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	
8.41	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 3"	0.00	EA	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -	

a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r											
																		Scheduled Values				Work Completed				Stored Materials		
																		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (x e)	Prior Estimate		This Estimate		Total to Date		Prior Stored Materials, \$ (m+n+o from last est.)
Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (l x e)	Total Installed Qty. (g + l)	Total, \$ (k x e)																							
8.42	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 3"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.43	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.44	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.45	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.46	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 4"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.47	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 6"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.48	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 6"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.49	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 6"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.50	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 6"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.51	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 8"	1.00	EA	\$ 950.00	\$ 950.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 950.00											
8.52	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 8"	1.00	EA	\$ 2,200.00	\$ 2,200.00	2.00	\$ 4,400.00		\$ -	2.00	\$ 4,400.00				\$ 4,400.00	200.00%	\$ (2,200.00)											
8.53	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 8"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.54	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 8"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.55	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.56	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.57	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.58	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 10"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.59	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.60	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.61	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.62	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 12"	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.63	Utility Fixture, F&I, Single Reclaimed Meter Box	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
8.64	Utility Fixture, F&I, Double Reclaimed Meter Box	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
										0.00																		
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)																												
9.01	Pavers Architectural Roadway, F&I, Includes Sand	241.00	SY	\$ 125.00	\$ 30,125.00	234.67	\$ 29,333.75		\$ -	234.67	\$ 29,333.75				\$ 29,333.75	97.37%	\$ 791.25											
9.02	Pavers Architectural Sidewalk, F&I, Includes Sand	0.00	SY	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -											
9.03	Concrete Class II, Approach Slabs	135.00	CY	\$ 350.00	\$ 47,250.00	60.50	\$ 21,175.00		\$ -	60.50	\$ 21,175.00				\$ 21,175.00	44.81%	\$ 26,075.00											
9.04	Clearing & Grubbing for Brick Pavers	241.00	SY	\$ 15.00	\$ 3,615.00	326.00	\$ 4,890.00		\$ -	326.00	\$ 4,890.00				\$ 4,890.00	135.27%	\$ (1,275.00)											

a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r														
																		Scheduled Values					Work Completed						Stored Materials		
																							Prior Estimate			Total to Date					
																		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (c x e)	Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (i x e)	Total Installed Qty. (g + i)	Total, \$ (k x e)	Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat'ls now Installed, \$	New Materials Stored this Estimate, \$	Total Completed and Stored to Date, \$ (r+m+n+o)
9.05	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	4.00	EA	\$ 1,500.00	\$ 6,000.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 6,000.00														
10.00 Concrete Work										0.00																					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	40.00	LF	\$ 40.00	\$ 1,600.00	21.00	\$ 840.00		\$ -	21.00	\$ 840.00				\$ 840.00	52.50%	\$ 760.00														
10.02	Concrete Curb & Gutter, Type A	164.00	LF	\$ 35.00	\$ 5,740.00	174.00	\$ 6,090.00		\$ -	174.00	\$ 6,090.00				\$ 6,090.00	106.10%	\$ (350.00)														
10.03	Concrete Curb & Gutter, Type D	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
10.04	Valley Gutter - Concrete	3,050.00	LF	\$ 40.00	\$ 122,000.00	1,970.00	\$ 78,800.00		\$ -	1,970.00	\$ 78,800.00				\$ 78,800.00	64.59%	\$ 43,200.00														
10.05	Sidewalk Concrete, 4" thick	5,089.00	SY	\$ 50.00	\$ 254,450.00	6,697.07	\$ 334,853.50		\$ -	6,697.07	\$ 334,853.50				\$ 334,853.50	131.60%	\$ (80,403.50)														
10.06	Single Direction Concrete Curb Ramp with Detectable Warning (New)	2.00	EA	\$ 1,500.00	\$ 3,000.00	32.00	\$ 48,000.00	0.00	\$ -	32.00	\$ 48,000.00				\$ 48,000.00	1600.00%	\$ (45,000.00)														
10.07	Dual Direction Concrete Curb Ramp with Detectable Warning (New)	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
10.08	Sidewalk Concrete, 6" thick	330.00	SY	\$ 65.00	\$ 21,450.00	898.55	\$ 58,405.75		\$ -	898.55	\$ 58,405.75				\$ 58,405.75	272.29%	\$ (36,955.75)														
10.09	Driveway Apron Concrete, 6" thick	766.00	SY	\$ 65.00	\$ 49,790.00	2,122.00	\$ 137,930.00		\$ -	2,122.00	\$ 137,930.00				\$ 137,930.00	277.02%	\$ (88,140.00)														
10.10	Detectable Warning on Existing Walking Surface	8.00	EA	\$ 150.00	\$ 1,200.00	26.00	\$ 3,900.00		\$ -	26.00	\$ 3,900.00				\$ 3,900.00	325.00%	\$ (2,700.00)														
11.00 Pavement Restoration										0.00																					
11.01	Stabilization Type B (per City Detail)	1,000.00	SY	\$ 15.00	\$ 15,000.00	614.00	\$ 9,210.00		\$ -	614.00	\$ 9,210.00				\$ 9,210.00	61.40%	\$ 5,790.00														
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	1,000.00	SY	\$ 40.00	\$ 40,000.00	614.00	\$ 24,560.00		\$ -	614.00	\$ 24,560.00				\$ 24,560.00	61.40%	\$ 15,440.00														
11.03	Tack and Sand Limerock (Per FDOT 2015 Spec)	1,000.00	SY	\$ 2.00	\$ 2,000.00	470.00	\$ 940.00		\$ -	470.00	\$ 940.00				\$ 940.00	47.00%	\$ 1,060.00														
11.04	Asphalt Patching (per City Detail)	1,000.00	SY	\$ 65.00	\$ 65,000.00	565.00	\$ 36,725.00		\$ -	565.00	\$ 36,725.00				\$ 36,725.00	56.50%	\$ 28,275.00														
12.00 Stormwater Improvements and Restoration										0.00																					
12.01	Curb Inlet Complete, F&I - Type P, 4' Dia Round, Type 1 Top, 6' OAH	1,000.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
12.02	Curb Inlet Complete, F&I - Type P, 4' Dia Round, Type 2 Top, 6' OAH	1,000.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
12.03	Curb Inlet Complete, F&I - Type J, 5' Dia Round, Type 1 Top, 6' OAH	1,000.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
12.04	Curb Inlet Complete, F&I - Type J, 5' Dia Round, Type 2 Top, 6' OAH	1,000.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
12.05	Curb Inlet Complete, F&I - Type P, 4' Dia Round, Type 5 Top, 6' OAH	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
12.06	Curb Inlet Complete, F&I - Type P, 4' Dia Round, Type 6 Top, 6' OAH	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
12.07	Curb Inlet Complete, F&I - Type J, 5' Dia Round, Type 5 Top, 6' OAH	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
12.08	Curb Inlet Complete, F&I - Type J, 5' Dia Round, Type 6 Top, 6' OAH	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -														
12.09	Ditch Bottom Inlet, F&I - Type D, 5' Square, 4' OAH	1.00	EA	\$ 2,500.00	\$ 2,500.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 2,500.00														
12.10	USF 5100 Valley Gutter Inlet Frame and 6147 Grate or Equiv.	1.00	EA	\$ 2,500.00	\$ 2,500.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 2,500.00														

a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r																
																		Scheduled Values				Work Completed				Stored Materials			Total Completed and Stored to Date, \$ (i+m+n+o)	% Complete (p/f)	Balance to Finish, \$ (f-p)		
																		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (c x e)	Prior Estimate		This Estimate		Total to Date		Prior Stored Materials, \$ (m+n+o from last est.)				Less Pmt. For Previously Stored Mat's now Installed, \$	New Materials Stored this Estimate, \$
																						Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (i x e)	Total Installed Qty. (g + i)	Total, \$ (k x e)						
12.11	Manhole Complete, F&I - Type P, 4' Dia. Round, Type 8 Top, 6' OAH	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.12	Manhole Adjust to Grade Existing	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.13	Pipe Culvert, F&I, RCP, Round, 15"	40.00	LF	\$ 110.00	\$ 4,400.00	0.00	\$ -		\$ -	0.00	\$ -				\$ -	0.00%	\$ 4,400.00																
12.14	Pipe Culvert, F&I, RCP, Round, 18"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.15	Pipe Culvert, F&I, RCP, Round, 24"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.16	Pipe Culvert, F&I, RCP, Round, 30"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.17	Cure-in-Place, Pipe Culvert, F&I, RCP, Round, 15"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.18	Cure-in-Place, Pipe Culvert, F&I, RCP, Round, 18"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.19	Cure-in-Place, Pipe Culvert, F&I, RCP, Round, 24"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.20	Cure-in-Place, Pipe Culvert, F&I, RCP, Round, 30"	0.00	LF	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.21	Mitered End Section Complete, F&I, RCP, Round, 15" Pipe	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.22	Mitered End Section Complete, F&I, RCP, Round, 18" Pipe	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.23	Mitered End Section Complete, F&I, RCP, Round, 24" Pipe	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
12.24	Mitered End Section Complete, F&I, RCP, Round, 30" Pipe	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
13.00 Landscape Enhancements & Lawn Restorations											0.00																						
13.01	Performance Turf (Sod)	1,000.00	SY	\$ 5.00	\$ 5,000.00	2,094.00	\$ 10,470.00		\$ -	2,094.00	\$ 10,470.00				\$ 10,470.00	209.40%	\$ (5,470.00)																
13.02	Landscape Plants Small Groundcover	110.00	EA	\$ 10.00	\$ 1,100.00	110.00	\$ 1,100.00		\$ -	110.00	\$ 1,100.00				\$ 1,100.00	100.00%	\$ -																
13.03	Landscape Plants Small Shrub	60.00	EA	\$ 35.00	\$ 2,100.00	60.00	\$ 2,100.00		\$ -	60.00	\$ 2,100.00				\$ 2,100.00	100.00%	\$ -																
13.04	Landscape Plants Large Shrub	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
13.05	Landscape Plants Large Trees	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
13.06	Landscape Plants Large Palms	0.00	EA	\$ -	\$ -	0.00	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
13.07	Mailbox Replacement	2.00	EA	\$ 350.00	\$ 700.00	1.00	\$ 350.00		\$ -	1.00	\$ 350.00				\$ 350.00	50.00%	\$ 350.00																
13.08	Irrigation System (New Medians)	1.00	LS	\$ 2,500.00	\$ 2,500.00	2%	\$ 50.00	98%	\$ 2,450.00	1.00	\$ 2,500.00				\$ 2,500.00	100.00%	\$ -																
13.09	Irrigation System Repairs	1.00	LS	\$ 4,000.00	\$ 4,000.00	100%	\$ 4,000.00		\$ -	1.00	\$ 4,000.00				\$ 4,000.00	100.00%	\$ -																
13.10	Decorative Street Sign Posts	46.00	EA	\$ 1,250.00	\$ 57,500.00	46.00	\$ 57,500.00		\$ -	46.00	\$ 57,500.00				\$ 57,500.00	100.00%	\$ -																
13.11	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	0.00	LS	\$ -	\$ -	0%	\$ -		\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -																
Total Base Bid					\$ 2,182,815.00		\$ 2,021,936.94		\$ 2,450.00		\$ 2,024,386.94	\$ 1.00	\$ -	\$ 0.00	\$ 2,024,387.94	92.74%	\$ 158,427.06																

Change Order 1

a	b	c	d	e	f	g						m			p	q	r				
						Scheduled Values			Work Completed									Stored Materials			
						Qty.	Unit of Measure	Unit Price, \$	Total, \$ (x e)	Prior Estimate		This Estimate		Total to Date				Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat'l's now Installed, \$	New Materials Stored this Estimate, \$	
										Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (i x e)	Total Installed Qty. (g + i)							Total, \$ (k x e)
1.01	5.19 Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM	80.00	EA	\$ 225.00	\$ 18,000.00	80.00	\$ 18,000.00		\$ -	80.00	\$ 18,000.00				\$ 18,000.00	100.00%	\$ -				
1.02	6.05 FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only	7.00	EA	\$ 1,500.00	\$ 10,500.00	4.00	\$ 6,000.00		\$ -	4.00	\$ 6,000.00				\$ 6,000.00	57.14%	\$ 4,500.00				
1.03	8.19 Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 6"	30.00	EA	\$ 250.00	\$ 7,500.00	30.00	\$ 7,500.00		\$ -	30.00	\$ 7,500.00				\$ 7,500.00	100.00%	\$ -				
1.04	Meter Box Deduct	1.00	LS	\$ (64,000.00)	\$ (64,000.00)	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	0.00%	\$ (64,000.00)				
1.05	Lift Station 32 Modification	1.00	LS	\$ 17,437.52	\$ 17,437.52	1.00	\$ 17,437.52	0.00	\$ -	1.00	\$ 17,437.52				\$ 17,437.52	100.00%	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
Total Change Order 1					\$ (10,562.48)		\$ 48,937.52		\$ -		\$ 48,937.52	\$ -	\$ -	\$ -	\$ 48,937.52	-463.31%	\$ (59,500.00)				
Change Order 2																					
2.01		0.00	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
Total Change Order 2					\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -				
Change Order 3																					
3.01	Under Runs				\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
3.02	Overruns				\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
3.03					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -				

a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r
Item No.	Description	Scheduled Values				Work Completed						Stored Materials			Total Completed and Stored to Date, \$ (f+m+n+o)	% Complete (p/f)	Balance to Finish, \$ (f-p)
		Qty.	Unit of Measure	Unit Price, \$	Total, \$ (x e)	Prior Estimate		This Estimate		Total to Date		Prior Stored Materials, \$ (m+n+o from last est.)	Less Pmt. For Previously Stored Mat'ls now Installed, \$	New Materials Stored this Estimate, \$			
						Installed Qty. (k from last est.)	Total, \$ (g x e)	Installed Qty.	Total, \$ (i x e)	Total Installed Qty. (g + i)	Total, \$ (k x e)						
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -				\$ -	#DIV/0!	\$ -
	Total Change Order 3				\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
	Grand Totals				\$ 2,172,252.52		\$ 2,070,874.46		\$ 2,450.00		\$ 2,073,324.46	\$ 1.00	\$ -	\$ 0.00	\$ 2,073,325.46	95.45%	\$ 98,927.06

Bond No. 1102

Executed in 2 Counterparts

MAINTENANCE BOND

BID NO: ITB 15-033

**Term Contract for Utility Infrastructure – Work Assignment #1
Spring Oaks East (PW2014-012)**

KNOW ALL MEN BY THESE PRESENTS, that Cathcart Construction Company - Florida, LLC hereinafter referred to as contractor, as Principal, and United States Fire Insurance Company of Morristown, NJ, incorporated in the State of DE, hereinafter called Surety, as Surety, are held and firmly bound unto the City of Altamonte Springs, a political subdivision of the State of Florida, as Oblige, in the full and just sum of (\$207,332.55) Two Hundred Seven Thousand Three Hundred Thirty Two and 55/100 DOLLARS, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the contractor has constructed certain works in Altamonte Springs, Florida, known and identified/titled as Term Contract for Utility Infrastructure & Site Restoration - Spring Oaks East Project Area.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the contractor shall maintain said works in first class condition for a period of two (2) years from the date of completion and replace all works which shall be found to be defective within a two (2) year period commencing after a Certificate of Completion has been issued by the City and shall pay any and all costs or expense incidental to the performance of any work required to be performed hereunder, then this obligation to be void; otherwise to be and remain in full force and effect.

The 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 with which principal shall have to correct said defect.

The surety unconditionally covenants and agrees that if the principal fails to perform within the time specified, the surety, upon thirty (30) days written notice from the City or its authorized agent or officer, will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Should the surety fail or refuse to correct said defects, the City, in view of the public interest, health, safety, welfare and 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 and surety and either, both at law and in equity, including specifically, specific performance to which the principal and surety unconditionally agree.

The principal and surety further jointly and severally agree that the City, 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, caused to correct any defects or said defects in case the principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the principal and the surety shall be jointly and severally hereunder to reimburse the City the total costs 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.

The principal and surety acknowledges that Section 255.05 of the Florida Statutes states

"Any person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority, for the construction of any public building, for the prosecution and completion of any public work, or for repairs upon any public building or public work shall be required, before commencing the work, to execute a payment and performance bond with a surety."

"A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the contractor who has not received payment for his labor, materials, or supplies shall, within 90 days after the performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment."

"No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given."

"No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies."

"The payment provisions of all bonds furnished for contracts described above shall, regardless of form, be construed and deemed statutory bond provisions, subject to all requirements as stated above."

"All bonds executed pursuant to this section shall make reference to this section by number, and shall contain reference to the notice and time limitation provisions of this section."

SIGNED, SEALED, AND DATED this the 1st day of August, A.D., 2016.

Witness Claudia Bosquez

Witness Deborah A. Amann

~~Cathcart Construction Company - Florida, LLC~~



Matt T. Blanton, President
United States Fire Insurance Company

By: Jeffrey W. Reich
Jeffrey W. Reich, Attorney-In-Fact &
FL Licensed Resident Agent

Inquiries: (407) 786-7770

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

15234

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Cheryl Foley, Don Bramlage, Glenn Arvanitis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President



State of New Jersey }
County of Morris }

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of Aug, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

PROJECT: Bid No.15-033, Term Contract for Utility Infrastructure & Site Restoration - Spring Oaks East Project
(name, address) Area, Altamonte Springs, Florida

TO (Owner):

City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

ARCHITECT'S PROJECT NO:
CONTRACT FOR: General Construction

BOND NO: 1102
CONTRACT DATE: 9/24/15

CONTRACTOR: Cathcart Construction Company - Florida, LLC
2564 Connection Point
Oviedo, FL 32765

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Cathcart Construction Company - Florida, LLC
2564 Connection Point
Oviedo, FL 32765

, CONTRACTOR,

hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this day of August 1, 2016

United States Fire Insurance Company
Surety Company

By: Jeffrey W. Reich
Signature of Authorized Representative

Attest: Jessy J. Durham
(Seal):

Jeffrey W. Reich
Title
Attorney-in-Fact and FL Licensed Resident Agent
Inquiries: (407) 786-7770

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

15233

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Cheryl Foley, Don Bramlage, Glenn Arvanftis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



UNITED STATES FIRE INSURANCE COMPANY

A. R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of Aug 2016.



UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President

CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON PROGRESS PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE PROGRESS PAYMENT IN THE AMOUNT OF \$15,600.00 (FIFTEEN THOUSAND SIX HUNDRED DOLLARS AND 00/100), HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, AND THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED THROUGH 12/31/15 TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

LIENOR'S NAME: ATLANTIC DIRECTIONAL DRILLING INC
ADDRESS: P O BOX 950340
LAKE MARY FL 32795

BY: [Signature]
PRINTED NAME: Michele Kennedy
DATE SIGNED: 12/27/16
TITLE: agent

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Michele Kennedy WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED FLDL AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 27 DAY OF January, 2016

NOTARY PUBLIC: [Signature: Judy Reid]



[ONE COPY OF THIS RELEASE IS TO BE STAPLED TO THE RESPECTIVE NTO IN THE WHITE JOB BINDER. ANOTHER COPY IS TO BE PLACED IN THE FOLDER IN THE FRONT OF THE WHITE JOB BINDER.]

154155

**WAIVER AND PARTIAL
RELEASE OF LIEN**

The undersigned lienor, in consideration of the payment in the amount of \$10.00 hereby waives and releases its lien right to claim a lien for a labor services or materials furnished to SIBONEY CONTRACTING CO. & SIBONEY AGGREGATES, INC. thru 3/20/16 to the following described project:

**SPRING OAKS EAST PROJECT AREA
ALTAMONTE SPRINGS, FLORIDA**

Dated on: 4/26/16

Lienor's Name: Bedrock Resources, LLC

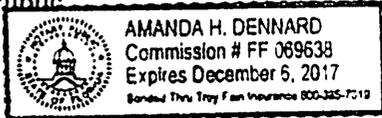
By: Brenda Scheibly

County of Marion
State of Florida

Acknowledged before me this April 26, 2016 by Brenda Scheibly of and on behalf of Bedrock Resources, LLC and who is personally known to me.

Amanda H. Dennard
Notary Public

Notary Seal/Commission Expires



Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



PARTIAL WAIVER AND RELEASE

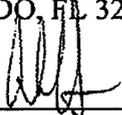
The undersigned lienor, in consideration of the sum of **\$10.00** the receipt of payment is acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 03-20-2016 to **SIBONEY CONTRACTING CO** on the job of **CITY OF ALTAMONTE SPRINGS** (*owner of property*) for the job located on the following described property:

SPRING OAKS EAST PROJECT AREA, TERM CONTRACT FOR UTILITY INFRASTRUCTURE AND SITE RESTORATION, BID NUMBER 15-033, BOND NUMBER 1102, AND FURTHER DESCRIBED IN BOND RECORDED IN OR BOOK 8559 PAGE 1826 PUBLIC RECORDS SEMINOLE COUNTY, FLORIDA.

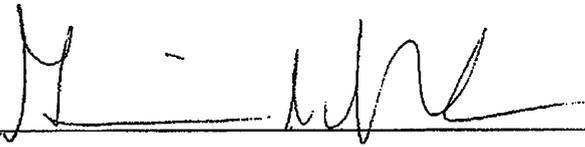
This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on APRIL 27, 2016

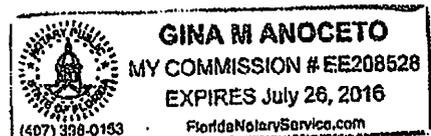
Lienor's Name: CEMEX Construction Materials Florida, LLC
3626 QUADRANGLE BLVD STE 200
ORLANDO, FL 32817-8348

By: 
ANDREW TATE
CREDIT MANAGER

The foregoing instrument was signed in my presence this date of APRIL 27, 2016 by ANDREW TATE who is personally known to me, who did take an oath, and is a Credit Services Representative of CEMEX Construction Materials Florida, LLC

Notary Public 

14209449



3

CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$1,315.00 (ONE THOUSAND THREE HUNDRED FIFTEEN DOLLARS AND 00/100), HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

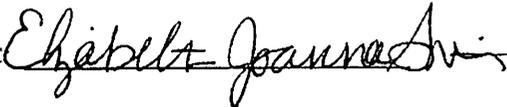
LIENOR'S NAME: DONOGHUE CONSTRUCTION
LAYOUT LLC
ADDRESS: 711 TURNBULL AVENUE
ALTAMONTE SPRINGS FL 32701

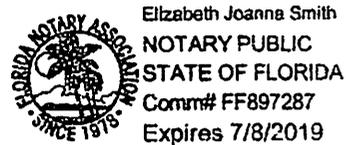
BY: 
PRINTED NAME: RYAN DONOGHUE
DATE SIGNED: 7-21-16
TITLE: PRES.

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Ryan Donoghue WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED _____ AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 21 DAY OF July 2016

NOTARY PUBLIC 



[ONE COPY OF THIS RELEASE IS TO BE STAPLED TO THE RESPECTIVE NTO IN THE WHITE JOB BINDER. ANOTHER COPY IS TO BE PLACED IN THE FOLDER IN THE FRONT OF THE WHITE JOB BINDER.]

#124535

CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON PROGRESS PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE PROGRESS PAYMENT IN THE AMOUNT OF \$14,880.20 (FOURTEEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND 20/100). HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED THROUGH 5/12/16 TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONE SPRINGS, CONTRACT 15-033; BOND NO. 1102. CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA
For Springs Oaks - Altamonte Springs Phase 1

LIENOR'S NAME: HD SUPPLY WATERWORKS
ADDRESS: P O BOX 4853
ORLANDO FL 32802-4853

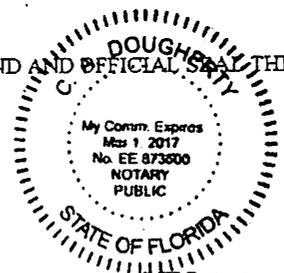
BY: *Nona Britton*
PRINTED NAME: Nona A. Britton
DATE SIGNED: July 1, 2016
TITLE: Senior Credit Rep

STATE OF Florida
COUNTY OF Orange

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Nona A. Britton WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED _____ AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 1 DAY OF July 2016.

NOTARY PUBLIC: *[Signature]*



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CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$7,342.80 (SEVEN THOUSAND THREE HUNDRED FORTY TWO DOLLARS AND 80/100), HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

LIENOR'S NAME: H D SUPPLY CONSTRUCTION
& INDUSTRIAL WHITE CAP
ADDRESS: P O BOX 4852
ORLANDO FL 32802-4852

BY:

PRINTED NAME:

DATE SIGNED:

TITLE:

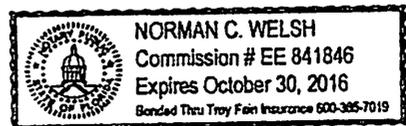
[Handwritten signature: Alex Christensen]
Alex Christensen
July 13, 2016
Credit Manager

STATE OF FL
COUNTY OF Orange

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Alex Christensen WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED _____ AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 13 DAY OF July 2016

NOTARY PUBLIC: [Signature]



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154155

**WAIVER AND PARTIAL
RELEASE OF LIEN**

The undersigned lienor, in consideration of the payment in the amount of \$10.00 hereby waives and releases its lien right to claim a lien for a labor services or materials furnished to SIBONEY CONTRACTING CO. & SIBONEY AGGREGATES, INC. thru 3/20/16 to the following described project:

**SPRING OAKS EAST PROJECT AREA
ALTAMONTE SPRINGS, FLORIDA**

Dated on: 4/27/16
~~4/26/16~~

Lienor's Name: Independence Recycling
of Florida, Inc

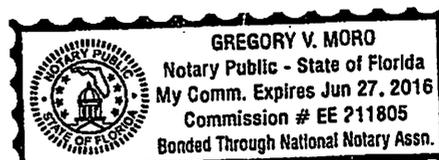
By: D'Arcy A Thompson

County of FLORIDA
State of CHARLOTTE

Acknowledged before me this April 27, 2016
~~April 26, 2016~~ by D'Arcy A Thompson of and
on behalf of Independence Recycling of Florida, Inc and who is **personally
known to me.**

Gregory V. Moro
Notary Public

Notary Seal/Commission Expires



Note: This is a statutory form prescribed by Section 713.26, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON PROGRESS PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE PROGRESS PAYMENT IN THE AMOUNT OF \$175.00 (ONE HUNDRED SEVENTY FIVE DOLLARS AND 00/100), HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED THROUGH 3/18/16 TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

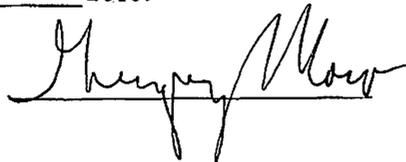
LIENOR'S NAME: INDEPENDENCE RECYCLING OF FLORIDA INC.
ADDRESS: 1150 DUNCAN ROAD
PUNTA GORDA FL 33982

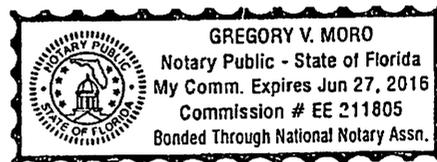
BY: 
PRINTED NAME: D'Arcy A Thompson
DATE SIGNED: April 13, 2016
TITLE: Account Specialist

STATE OF FLORIDA
COUNTY OF Charlotte

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED D'Arcy A Thompson WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED _____ AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 13th DAY OF April 2016.

NOTARY PUBLIC: 



[ONE COPY OF THIS RELEASE IS TO BE STAPLED TO THE RESPECTIVE NTO IN THE WHITE JOB BINDER.
ANOTHER COPY IS TO BE PLACED IN THE FOLDER IN THE FRONT OF THE WHITE JOB BINDER.]

CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

WAIVER OF LIEN
UPON FINAL PAYMENT

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$2,878.30 (TWO THOUSAND EIGHT HUNDRED SEVENTY EIGHT DOLLARS AND 30/100), ^{ch # 032729,} HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

LIENOR'S NAME: MACK INDUSTRIES INC
DEPT 781732
ADDRESS: P O BOX 78000
DETROIT MI 48278-1732

BY: *Sarah A. Jackson*
PRINTED NAME: SARAH A. JACKSON
DATE SIGNED: June 15, 2016
TITLE: Office Manager

STATE OF Florida
COUNTY OF Polk

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED SARAH A. JACKSON WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED _____ AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 15th DAY OF June 2016

NOTARY PUBLIC: *Kristen Durden*



[ONE COPY OF THIS RELEASE IS TO BE STAPLED TO THE RESPECTIVE NTO IN THE WHITE JOB BINDER. ANOTHER COPY IS TO BE PLACED IN THE FOLDER IN THE FRONT OF THE WHITE JOB BINDER.]

CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$5,478.08 (FIVE THOUSAND FOUR HUNDRED SEVENTY EIGHT DOLLARS AND 08/100), HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033, BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

LIENOR'S NAME: MASCHMEYER CONCRETE
COMPANY OF FLORIDA
ADDRESS: P O BOX 5935
TROY MI 48007-5935

BY:

PRINTED NAME:

DATE SIGNED:

TITLE:

[Handwritten Signature]
[Handwritten Name: Kelly Herrera]
[Handwritten Date: July 07, 2016]
[Handwritten Title: Asst. Credit Mgr.]

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED *[Handwritten Signature]* WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 7 DAY OF

NOTARY PUBLIC

[ONE COPY OF THIS RELEASE IS TO BE STAPLED TO THE RESPECTIVE NTO IN THE WHITE JOB BINDER. ANOTHER COPY IS TO BE PLACED IN THE FOLDER IN THE FRONT OF THE WHITE JOB BINDER.]



CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$2,818.25 (TWO THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS AND 25/100), HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

LIENOR'S NAME: NEFF RENTAL LLC
ADDRESS: P O BOX 405138
ATLANTA GA 30384-5138

BY: Ned Calhoon
PRINTED NAME: Ned Calhoon
DATE SIGNED: 7/6/2011
TITLE: Branch Manager

STATE OF Florida
COUNTY OF Seminole

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Ned Calhoon WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED _____ AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 6 DAY OF July 2011

NOTARY PUBLIC: Samantha Harbin



[ONE COPY OF THIS RELEASE IS TO BE STAPLED TO THE RESPECTIVE NTO IN THE WHITE JOB BINDER.
ANOTHER COPY IS TO BE PLACED IN THE FOLDER IN THE FRONT OF THE WHITE JOB BINDER.]

154155

CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$453.39 (FOUR HUNDRED FIFTY THREE DOLLARS AND 39/100), HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

LIENOR'S NAME: SIBONEY AGGREGATES INC
ADDRESS: 1550 CENTREPARK BLVDD SUITE 100
WEST PALM BEACH FL 33401

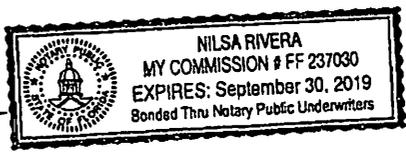
BY: G. Ortega
PRINTED NAME: G. Ortega
DATE SIGNED: 7/11/16
TITLE: A/R - Coll.

STATE OF FL
COUNTY OF Palm Beach

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED G. Ortega WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED N/A AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 11th DAY OF July 2016

NOTARY PUBLIC: Nilsa Rivera



[ONE COPY OF THIS RELEASE IS TO BE STAPLED TO THE RESPECTIVE NTO IN THE WHITE JOB BINDER.
ANOTHER COPY IS TO BE PLACED IN THE FOLDER IN THE FRONT OF THE WHITE JOB BINDER.]

CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$1,000.00 (ONE THOUSAND DOLLARS AND 00/100), HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

LIENOR'S NAME: SPEEDY CONCRETE CUTTING OF
CENTRAL FL INC
ADDRESS: 2579 N W 19TH STREET
FORT LAUDERDALE FL 33311

BY: _____

PRINTED NAME: ELLEN LITTMAN

DATE SIGNED: 3-3-16

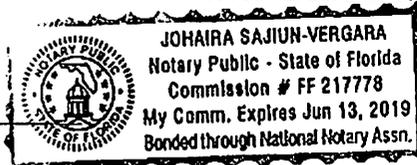
TITLE: AR officer

STATE OF Florida
COUNTY OF Broward

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED ELLEN LITTMAN WHO IS PERSONALLY KNOWN TO ME OR HAD PRODUCED _____ AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 3 DAY OF march 2016

NOTARY PUBLIC: _____



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CATHCART CONSTRUCTION COMPANY-FLORIDA
2564 CONNECTION POINT
OVIEDO FL 32765

OFFICE: (407) 629-2900
FAX: (321) 203-4900

**WAIVER OF LIEN
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR/CLAIMANT, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF **\$3,808.45 (THREE THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND 45/100)**, HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE CLAIMS AGAINST CATHCART CONSTRUCTION COMPANY-FLORIDA, THE PROJECT'S REAL ESTATE, OR THE PAYMENT BOND FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED TO CATHCART CONSTRUCTION COMPANY-FLORIDA OR ANY OF ITS LOWER TIER SUBCONTRACTORS OR VENDORS ON THE JOB OF SPRING OAKS EAST AREA, CITY OF ALTAMONTE SPRINGS, CONTRACT 15-033; BOND NO. 1102, CITY OF ALTAMONTE SPRINGS, FLORIDA.

PROPERTY: SPRING OAKS EAST PROJECT AREA, ALTAMONTE SPRINGS, FLORIDA

LIENOR'S NAME: WINTER GARDEN GRASSING INC
ADDRESS: 532 N BLUFORD AVENUE
OCOE FL 34761

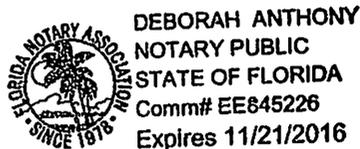
BY: Jennifer Bennett
PRINTED NAME: JENNIFER BENNETT
DATE SIGNED: July 12, 2016
TITLE: Sec Treas

STATE OF Florida
COUNTY OF Orange

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED JENNIFER BENNETT WHO IS PERSONALLY KNOWN TO ME ~~OR HAD PRODUCED~~ _____ AS IDENTIFICATIONS, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL THIS 12th DAY OF July 2016

NOTARY PUBLIC: Deborah Anthony



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