

AGENDA

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY

APRIL 24, 2007

Time

Schedule:

9:00 A.M.

- A. **CALL TO ORDER**
 - 1. Invocation
 - 2. Pledge of Allegiance
- B. **APPROVAL OF AGENDA** (Limited to Board and Staff comments only.)
- C*. **PRESENTATION OF RESOLUTIONS**
Proclaiming Equal Pay Day
- D. **CITIZENS COMMENTS** (Yellow sheets are not required for speakers)
(Limited to 30 minutes)
- E. **BOARD/STAFF RESPONSES**
- F*. **CONSENT AGENDA**
 - 1. Budget Resolution – Additional Revenue for Legal Aid Program (\$22,232.70)
 - 2. Aerial Way Force Main Project – Commercial Industrial Corp. (\$341,579.06)
 - 3. LAP Agreement for Design Activities on Darby Lane Sidewalk Project
 - 4. Airport Industrial Park, Unit I, Lot 13 – Lease Termination with Rudolph and Asenath Rostel – Lease Agreement with K&V Real Estate, LLC
 - 5. Airport Industrial Park, Unit I, Lot 36 and 37 – Lease Agreement/Termination with Dennis and Pamela Wilfong
 - 6. Term Contract for Furnishing White Concrete Sand – Patco Transport, Inc. (\$16.30/ton)
 - 7. Airport Roadway Improvements Project – Goodwin Bros. Construction, Inc. (\$2,847,434.76)
 - 8. Interim Disposal Special Assessment Lien – Mahoney (\$240.63)
 - 9. Reduction of Public Nuisance Abatement Special Assessment Lien – Madison Avenue of Gainesville (\$380)

10. Landfill Gas Project
11. Public Hearing Date for the Sunrise DRI
12. Western Seville Supplemental Water Agreement
13. Clearing and Site Grading Approval for Portion of Nature Coast Commons
14. Approval of Disbursements for Week Ending April 13, 2007
15. Approval of Minutes/Voting Records of Regular Meeting of April 3, 2007, and the Land Use Meeting of April 11, 2007

G*. **CORRESPONDENCE TO NOTE**

H*. **ASSISTANT COUNTY ATTORNEY
KENT WEISSINGER**

Thrasher Road – Clarification Amendment to Existing Agreement

RECESS

10:00 A.M. I*. **PUBLIC HEARINGS (BOARD SITTING IN ITS
QUASI JUDICIAL CAPACITY)**

- Entry of Proof of Publication into the Record
- Poll Commissioners for Ex Parte Communications
- Administering Oath to All Persons Intending to Speak
- Adoption of the Agenda Back-up Materials into Evidence

**DEVELOPMENT SERVICES DIRECTOR
GRANT TOLBERT**

1. Public Hearing to consider a variance to increase fence height in front yard – Located on south side of Warm Wind Way, approximately 550' east of Whisper Ridge Trail – Staff recommends the Board review the request and determine if just cause exists to issue the variance – **Woods ****
2. Public Hearing to consider a variance to reduce front yard setback for fence; and to increase fence height and fence opacity in the front yard – Located on the corner of Hawthorne Road and Dorado Street – Staff recommends the Board review the request and determine if just cause exists to issue the variance – **Orue ****
3. Public Hearing to consider a variance to increase the distance into a waterway for a boatlift – Located on the south side of Gulfwinds Circle, beginning of cul de sac – Staff recommends the Board review the request and determine if just cause exists to issue the variance - **Maler ****

4. Public Hearing to consider a variance to reduce the side setback requirement – Located on the north side of Sumter Drive, approximately 300' east of Ivy Hill Lane – Staff recommends denial – **Townsend ****

EVIDENTIARY PROCEEDINGS

5. Appeal of Administrative Decision to allow a pot-bellied pig in a residential zoning district – Located on the north side of Patio Court, beginning of cul de sac – Staff recommends the Board uphold the Administrative Decision – Knight **
6. Appeal of Administrative Decision to allow a pot-bellied pig in a residential zoning district – Located on the south side of Cara Street, approximately 175' east of New Azora Road – Staff recommends the Board uphold the Administrative Decision – **Price ****

12:00 P.M. J. **BUDGET DIRECTOR GEORGE ZOETTLIN**
Performance Measurements Update

12:20 P.M. K. **CCA/HERNANDO COUNTY JAIL
WARDEN DON STEWART**
Update on Long-Term Jail Facilities

- L. **BOARD OF COUNTY COMMISSIONERS**
1. Commissioner Rose Rocco
 2. Commissioner Diane B. Rowden
 3. Commissioner Christopher A. Kingsley
 4. Commissioner David D. Russell, Jr.
 5. Chairman Jeff Stabins
 6. County Administrator Gary W. Kuhl
 7. County Attorney Garth Collier

M. **ADJOURNMENT**

* **Indicates that backup material is available for this item.**

** **Indicates that this item is a quasi-judicial function of the Board of County Commissioners and ex parte procedures apply.**

NOTE: The Board of County Commissioners has scheduled a public hearing on Thursday, April 26, 2007, beginning at 9:00 A.M., to consider the Hickory Hill DRI – Notice of Comprehensive Plan Amendment Change and Notice of Development of Regional Impact Review.

NOTE: The next Regular Meeting of the Board of County Commissioners is scheduled for May 1, 2007, beginning at 9:00 A.M., in the Commission Chambers.

If a person decides to appeal any quasi-judicial decision made by the Hernando County Board of County Commissioners with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

The meeting agenda and back-up materials are available online at www.co.hernando.fl.us/bocc.

PLEASE NOTE THAT ONLY PUBLIC HEARING ITEMS WILL BE HEARD AT THEIR SCHEDULED TIME. ALL OTHER ITEM TIMES NOTED ON THE AGENDA ARE ESTIMATED AND MAY BE HEARD EARLIER OR LATER THAN SCHEDULED.

VOTING RECORD
HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS

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	District 1	District 2	District 3	District 4	District 5
	Jeff Stabins	Rose Rocco	Diane Rowden	Dave Russell	Chris Kingsley
Consent Agenda Approved as amended. (5-0)	Yes	Yes	Yes	Yes	Yes
Contract Amendment Formalizing Seville Master Plan Conditions Regarding Thrasher Road Extension Approved the staff recommendation with the striking of the opportunity for limerock in that particular section of road. (5-0)	Yes	Yes	Yes	Yes	Yes
Variance - William T. and Cheryl Woods (V-07-17) Approved this particular request and adopted Resolution No. 2007-132. (5-0)	Yes	Yes	Yes	Yes	Yes
Variance - Sandra Perez & Angel Orue (V-06-70) Approved this particular request and adopted Resolution No. 2007-133. (5-0)	Yes	Yes	Yes	Yes	Yes
Variance - Roger & Tracie Maler (V-06-71) Approved the variance request. (4-1)	Yes	Yes	Yes	Yes	No
Variance - Susan Townsend (V-07-05) Granted the petitioner's request. (5-0)	Yes	Yes	Yes	Yes	Yes
Request to Overturn Administrative Decision to Allow Pot-Bellied Pig in Residential Zoning District - Deborah Knight (A-07-01) Settlement Agreement to be executed by the County and the applicant to provide and allow Cupid to remain on the premises until his natural death. (5-0)	Yes	Yes	Yes	Yes	Yes
Request to Overturn Administrative Decision to Allow Pot-Bellied Pig in Residential Zoning District - Sandra Price (A-07-02) Approved to enter into a Settlement Agreement with Mrs. Price allowing Mr. Piggy to remain on the premises for the remainder of his natural life and not to be supplanted by any other pet. (5-0)	Yes	Yes	Yes	Yes	Yes

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY**

**REGULAR MEETING
OF
APRIL 24, 2007**

The Hernando County Board of County Commissioners met in Regular Session in the John Law Ayers Room, Government Center, Brooksville, Florida, on Tuesday, April 24, 2007, at 9 a.m. Members present were: Jeff Stabins, Chairman; Christopher A. Kingsley, Vice Chairman; and Rose Rocco, Diane B. Rowden and David D. Russell, Jr., Commissioners. Staff members present were: Garth Collier, County Attorney; Charles "Pat" Fagan, Parks and Recreation Director; James Gantt, Purchasing and Contracts Director; David Horne, Assistant Utilities Director for Solid Waste and Recycling; Larry Jennings, Deputy County Administrator; Gary Kuhl, County Administrator; Charles Mixson, Public Works Director/County Engineer; Donald Silvernell, Airport Director; Grant Tolbert, Development Services Director; Kent Weissinger, Senior Assistant County Attorney; George Zoettlein, Office of Management and Budget Director; and Tina Martinson, Secretary.

The meeting was called to order at 9 a.m. by Chairman Stabins, followed by the Pledge of Allegiance.

Commissioners - Agenda - Approval of Amended Agenda

The Agenda for April 24, 2007, was submitted for approval.

County Administrator Gary Kuhl announced that Consent Item No. 11 (public hearing date for proposed Sunrise Development of Regional Impact) had been revised to reflect a recommended public hearing date of July 24, 2007, at 1 p.m. Additionally, he advised that the correct Resolution Nos. proposed in Consent Item No. 3 (Local Agency Program Agreement for Darby Lane Sidewalk Project) were Nos. 2007-130 and 2007-131, respectively. He confirmed that Consent Item No. 10 (Landfill Gas Project) had been advertised.

Chairman Stabins stated that he would accept a Motion for approval of the amended Agenda.

Motion

Comm. Rowden so moved; seconded by Comm. Rocco and carried unanimously.

Resolutions - Equal Pay Day - Adoption of No. 2007-129 Proclaiming April 24, 2007

Comm. Rocco read aloud a Resolution proclaiming April 24, 2007, as Equal Pay Day.

Motion

Comm. Rocco moved to adopt Resolution No. 2007-129; seconded by Comm. Kingsley and carried unanimously.

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Ms. Elsie Taylor, Ms. Karen Lund, Ms. JoAnne Clay and Ms. Ruth Hoock, members of Hernando County Business and Professional Women, were present to accept the Resolution and thanked the Board for the recognition.

CITIZENS' COMMENTS/RESPONSES

The following citizens commented on various topics/issues during this portion of the meeting: Ms. Reiko Pearson; Mr. Clay Geer; Mr. Joe Lemieux; Mrs. Anna Liisa Covell; Mr. Edwin Sherman; and Mrs. Mary Evelyn Reid.

The Board and/or the staff responded to the comments expressed.

County Administrator Gary Kuhl advised Mrs. Covell that he would contact her with information pertaining to ambulance services in the county.

Comm. Rocco agreed with the concerns expressed by Mrs. Covell regarding emergency transport of stroke patients and suggested that her concerns be addressed by Dr. Robert Blackburn, Medical Director for Hernando County Fire Rescue District.

APPROVAL OF CONSENT AGENDA

The Consent Agenda for April 24, 2007, was submitted for the Board's approval as follows:

Budgets - FY 2006/07 - Adoption of Budget Resolution No. 2007-126 Recognizing Additional Revenue Due Mid-Florida Community Services, Inc., From FY 2006

Received a memorandum from Office of Management and Budget Director George Zoettlein advising that as per the contract with Mid-Florida Community Services, Inc., for community legal services, the County was required to pay for these services up to a prescribed amount. Funds were collected in Fund No. 1242, Additional Court Costs, per Florida Statute 939.185. Any revenue collected over this amount was also required to be paid to the agency. At the close of FY 2006 (September 30, 2006), additional funds had been collected but not turned over to the agency. The proposed Budget Resolution recognized these funds in FY 2007 so they could be paid to the agency.

RECOMMENDATION

The staff recommended that the Board adopt Budget Resolution No. 2007-126 recognizing these funds in FY 2007 so they could be paid to the agency.

Contracts and Agreements - Commercial Industrial Corporation - Award of Bid for Aerial Way Force Main Project

Received a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for the Aerial Way Force Main Project. The scope of work included construction of approximately 3,064 lineal feet of 16" force main along Aerial Way and force main realignment from Spring Hill Drive

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to Corporate Boulevard. The bids received were as follows: Commercial Industrial Corporation - \$341,579.06; Contech Construction Group, LLC - \$373,600.43; Lyric Services, Inc. - \$389,054.00; Adkins Contracting, Inc. - \$394,555.45; Pospiech Contracting, Inc. - \$414,564.01; Marion Rock, Inc. - \$423,854.20; GWP Construction, Inc. - \$431,892.10; Coastal Underground Services, Inc. - \$449,306.00; CI Contracting, Inc. - \$467,199.00; Carl Hankins, Inc. - \$569,429.40; and DAB Constructors, Inc. - \$670,000.00.

RECOMMENDATION

The staff recommended that the Board award the bid for the Aerial Way Force Main Project to Commercial Industrial Corporation in the total amount of \$341,579.06.

Contracts and Agreements - Department of Transportation - Adoption of Resolution No. 2007-130 Authorizing Execution of Local Agency Program Agreement for Design Phase of Darby Lane Sidewalk Project/Adoption of Budget Resolution No. 2007-131 Establishing Project Budget

Received a memorandum from Public Works Director/County Engineer Charles Mixson advising that the Board had approved participation in the Department of Transportation Local Agency Program (LAP). The proposed agreement provided up to \$117,738 reimbursement to the County for the design phase of the Darby Lane Sidewalk Project. Design and construction costs were currently estimated at \$200,000.

RECOMMENDATION

The staff recommended that the Board adopt Resolution No. 2007-130 authorizing execution of the LAP Agreement, adopt Budget Resolution No. 2007-131 establishing the project budget, approve the LAP agreement, and authorize the Chairman's signature on all related documents.

Comm. Kingsley understood that Darby Lane was located in the City of Brooksville and questioned the County's involvement in the project.

Mr. Mixson clarified that the Engineering Division was the LAP-certified agency responsible for the design activities involved in the project. He confirmed that the project had been presented to the Metropolitan Planning Organization.

Contracts and Agreements - K&V Real Estate, LLC - Approval of Ground Lease Agreement for Lot 13, Airport Industrial Park, Unit 1/Ground Lease Agreement With Rudolph and Asenath Rostel Terminated

Received a memorandum from Airport Director Donald Silvernell advising that the Airport had had a Ground Lease Agreement with Rudolph and Asenath Rostel for Lot 13, Airport Industrial Park, Unit 1, since April 1987. Mr. and Mrs. Rostel were selling their leasehold improvements to K&V Real Estate, LLC, which had requested a new lease using the current lease template as drafted by the Legal

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Department. Approval of a new lease would require termination of the existing lease. Neither document would become effective until the sale of the leasehold improvements had occurred.

RECOMMENDATION

The staff recommended that the Board approve the lease termination with Mr. and Mrs. Rostel and the new lease with K&V Real Estate, LLC, for Lot 13, Airport Industrial Park, Unit 1, and authorize the Chairman's signature thereon.

Contracts and Agreements - Dennis and Pamela Wilfong - Approval of New Ground Lease for Lot 37, Airport Industrial Park, Unit 1/Ground Lease for Lot 36 Terminated

Received a memorandum from Airport Director Donald Silvernell advising that the Airport had had a Ground Lease Agreement with Dennis and Pamela Wilfong for Lot 36, Airport Industrial Park, Unit 1, since April 11, 1995, and for Lot 37 since December 3, 1991. The Airport had negotiated a new lease with Mr. and Mrs. Wilfong for Lot 37 utilizing the new lease template as drafted by the Legal Department. The new lease terminated Mr. and Mrs. Wilfong's lease for Lot 36 allowing the lot to be utilized for construction of the new Airport office facility currently approved in the Airport budget and funded in part with a grant from the Department of Transportation.

RECOMMENDATION

The staff recommended that the Board approve the new lease with Mr. and Mrs. Wilfong for Lot 37, Airport Industrial Park, Unit 1, and authorize the Chairman's signature thereon.

Contracts and Agreements - Patco Transport, Inc. - Award of 24-Month Term Contract for Supply/Delivery of White Concrete Sand for Parks and Recreation Department

Received a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for furnishing white concrete sand for the Parks and Recreation Department. The bids received were as follows: Patco Transport, Inc. - \$16.30/ton; Cliff's Construction - \$24.75/ton; and E.R. Jahna - \$27.50/ton. Patco Transport, Inc., added a 10% increase for the second 12-month period of the 24-month term of the contract; however, even with the increase, the price per ton was 43.5% less than the next lowest bid.

RECOMMENDATION

The staff recommended that the Board award a 24-month term contract, with renewal clause, for the supply and delivery of white concrete sand to Patco Transport, Inc., effective upon date of award and based on the unit price bid. The estimated expenditure during the first 12 months was \$48,000.00.

In response to a question from Comm. Kingsley, Parks and Recreation Director Charles "Pat" Fagan described the uses for white concrete sand. He advised that the staff was currently involved in a project with the Port Authority to dredge white sand from the Weeki Wachee River, which was a result of

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erosion from Rogers Park over the past several years. He stated that as much dredged sand as possible would be utilized for various projects throughout the county.

Mr. Fagan clarified for Comm. Russell that the sand from the dredging project, as well as the sand from the Hernando Beach Channel Dredging Project, would be stockpiled for future use.

Comm. Kingsley questioned if sand consisting of larger granules had been considered for Rogers Park to reduce the amount of erosion into the Weeki Wachee River.

Mr. Fagan replied that that option would be explored.

Airport - Roadway Improvements Project - Adoption of Resolution Nos. 2007-127 and 2007-128 Recognizing Loan Proceeds and Outside Funding for Project/Award of Bid to Goodwin Bros. Construction, Inc./Airport Director or Designee Authorized to Approve Potential Change Orders Extending Contract

Received a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for the Airport Roadway Improvements Project. The scope of work included construction of approximately 13,000 linear feet of new collector roadway with associated clearing, grubbing and stormwater facilities. The base bids received were as follows: Goodwin Bros. Construction, Inc. - \$2,811,194.76; Counts Construction - \$3,629,034.76; Southern Site Works - \$3,827,374.50; Simmons Construction Company - \$4,032,035.26; Prince Contracting Company, Inc. - \$4,558,625.50; Hewitt Contracting Company, Inc. - \$4,621,658.30; Specialized Services, Inc. - \$4,806,983.60; and D.A.B. Constructors, Inc. - \$4,888,888.88. A complete bid tabulation was submitted to the Board.

RECOMMENDATION

The staff recommended that the Board adopt Budget Resolution Nos. 2007-127 and 2007-128 recognizing loan proceeds and outside funding for the Airport Roadway Improvements Project (south Airport roads and Aerial Way base bids, plus south Airport roads alternate Item Nos. 1 [\$15,840] and 2 [\$20,400]), award the bid for the project to Goodwin Bros. Construction, Inc., in the total amount of \$2,847,434.76, authorize the Airport Director or his designee to approve Change Orders for contract extension, if necessary due to inclement weather conditions, and authorize the Chairman's signature on all related documents.

In response to a comment from Comm. Russell, Airport Director Donald Silvernell indicated that the actual cost for the project was significantly lower than the projected cost. He noted that the engineer's estimate for the project was approximately \$4.8 million.

Public Works Director/County Engineer Charles Mixson responded to a question from Comm. Russell concerning the trend of low bids that had recently been received for road projects.

Liens - Interim Disposal Special Assessment - Approval of Filing Lien Against Property Owned by Gertrude Mahoney

Received a memorandum from Utilities Department Finance Coordinator Brooks Ahrens transmitting an Interim Disposal Special Assessment Lien to be filed against property owned by Gertrude F. Mahoney in the amount of \$240.63. The property owner had failed to pay the interim disposal assessment due by Ordinance after three consecutive monthly invoices were mailed and a certified letter was sent to the homeowner.

RECOMMENDATION

The staff recommended that the Board approve the filing of the Interim Disposal Special Assessment Lien and authorize the Chairman's signature thereon.

Liens - Public Nuisance Abatement Special Assessment - Acceptance of Payment With Interest Reduction for Release of Lien Filed Against Madisons Avenue of Gainesville, Inc.

Received a memorandum from Code Enforcement Director Frank McDowell, III, advising of a request received to reduce the payoff of an outstanding Public Nuisance Abatement Special Assessment Lien on property owned by Alex Reece, Madisons Avenue of Gainesville, Inc. The Lien filed against this property had a payoff of \$443.33 as of April 1, 2007. The property owner remitted payment in the amount of \$380.00 and indicated that the property would be kept properly maintained and in compliance with the Code of Ordinances. This remittance reflected the total amount due with a reduction of interest. Settlement appeared to be in the best interest of the County as actual costs incurred would be recovered.

RECOMMENDATION

The staff recommended that the Board approve the reduction of interest on the Public Nuisance Abatement Special Assessment Lien, accept payment of \$380.00 and authorize the Chairman's signature on the Release of Lien.

Contracts and Agreements - Timberline Energy, LLC - Approval to Execute Contract for Purchase of Landfill Methane Gas Being Generated at Northwest Solid Waste Facility

Received a memorandum from Assistant Utilities Director for Solid Waste and Recycling David Horne requesting that the Board approve the execution of an unsolicited, proposed contract from Timberline Energy, LLC, for the purchase of landfill methane gas being generated at the Northwest Solid Waste Facility Landfill (NSWFL). The gas would be utilized as an energy source within the county at the site of Florida Rock. The Solid Waste and Recycling Division was scheduled to install a gas flare during the construction phase of Cell 3. This proposal and its timing were perfect relative to the Landfill Construction Project.

RECOMMENDATION

The staff recommended that the Board approve the execution of the contract with Timberline Energy, LLC. The County would immediately begin generating revenues of \$2,000/month until the landfill gas system was operational.

At the request of Comm. Kingsley, Mr. Horne explained the process involved in producing and managing methane gas at the NSWFL.

Comm. Kingsley expressed support for the project. He questioned if the staff had considered manufacturing bio-diesel fuel from organic waste, which he understood had been accomplished in other areas of the state.

Mr. Horne responded negatively. He explained that that technology was relatively new and involved significant costs to implement.

Comm. Kingsley believed there were private enterprises that would be willing to invest in such a project. He felt the County should consider developing a method by which to reduce the amount of waste at County landfills to allow for needed space while producing a product that could be utilized by general consumers.

Mr. Horne advised that the staff was committed to exploring all available solid waste technology.

Subdivisions - Sunrise - Public Hearing Rescheduled for July 24, 2007, to Consider Development of Regional Impact

Received a memorandum from Planning Director Ronald Pianta advising that in May of 2005, Sunrise Lands Partnership had submitted an application for a Development of Regional Impact under Florida Statutes (FS), Section 380.06. The application consisted of 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office space, a golf course and a clubhouse. On November 29, 2006, the Withlacoochee Regional Planning Council (WRPC) issued a notice that the applicant had declared sufficiency. Per FS, upon notification from the WRPC that the application had been declared sufficient, the local government must set a public hearing date at its next regular meeting. A public hearing was scheduled by the Board for May 7, 2007; however, this hearing date was canceled at the request of the applicant to allow time for the preparation of an associated Development Order and the scheduling of an interim Workshop on the SR50/I-75 Planned Development District. Therefore, a new public hearing date must be set by the Board.

RECOMMENDATION

The staff recommended that the Board establish July 24, 2007, at 1 p.m., as the public hearing date and time for the Sunrise DRI.

Subdivisions - Seville - Approval of Supplemental Water Agreement

Received a memorandum from Interim Utilities Director Jesse Goodwin advising that the staff had spent several months negotiating a Supplemental Water Agreement with the developer of the Seville subdivision to replace the existing Seville Water Treatment Plant. The new water plant was necessary to serve the proposed 2,780 residential units along with the adjacent 54,000 square feet of non-residential development. A new water treatment plant would be designed and constructed and would include a 2 million gallon ground storage tank; a new, high-service pump station; electrical upgrades; and an emergency generator. The agreement provided that the developer must agree to the prepayment of 25% of the water connection fees equal to 695 Equivalent Residential Units (ERUs) at a cost of \$1,147 per ERU for the proposed 2,780-unit Seville subdivision in the total amount of \$797,165. After the initial 695 prepaid connections had been used, all other water connection fees would be paid at the current water connection fee rate in effect at the time payment was made.

RECOMMENDATION

The staff recommended that the Board approve the Supplemental Water Agreement since the new Seville Water Treatment Plant would help to supply the future water demand of the proposed Seville subdivision and surrounding area, and the development would provide upfront funding for the project.

Subdivisions - Nature Coast Commons - Approved Commencement of Clearing, Grading and Utility Work in First Phase of Construction

Received a memorandum from Planning Director Ronald Pianta advising of an applicant's request for authorization to clear and perform site grading and utility work for J.C. Penneys on a portion of the proposed Nature Coast Commons subdivision. The plans had been reviewed by the affected County agencies and were in compliance with the County's current development standards. The Southwest Florida Water Management District had issued a completeness letter for the construction of the project. No site work shall commence until all required permits had been issued by the affected agencies.

RECOMMENDATION

The staff recommended that the Board approve commencement of clearing, grading and utility work in the first phase of Nature Coast Commons.

County - Check Register - Approval of Disbursements for Week Ended April 13, 2007

The check register for accounts payable disbursements from Board funds for the week ended April 13, 2007, was submitted for the Board's approval.

Minutes - BCC - Approval of Regular Meeting of April 3, 2007, and Land Use Meeting of April 11, 2007

The Minutes and Voting Records for the Regular Meeting of April 3, 2007, and the Land Use Meeting of April 11, 2007, were submitted for the Board's approval.

Chairman Stabins stated that he would accept a Motion for approval of the amended Consent Agenda.

Motion

Comm. Rowden so moved; seconded by Comm. Russell and carried unanimously.

CORRESPONDENCE

Policies and Procedures - Purchasing Policy - Received List of Exceptions for March 2007

Received a memorandum from Clerk of Circuit Court Finance Director Amy Gillis listing exceptions to the Purchasing Policy that occurred in March 2007 for which no Purchase Orders were processed. The exceptions were reviewed by the Department Directors, the County Administrator and the Finance Department before the disbursements were processed for payment. The exceptions were: \$213.05 for RM Johnson Co., Inc., by the Solid Waste and Recycling Division; \$45.00 for BellData by the Health and Human Services Department; and \$1,141.60 for Heartland Services by the Hernando County Fire and Rescue District.

Subdivisions - Killarney - Received Minutes of Community Development District Meeting Held on December 11, 2006

Received the Minutes of a meeting held by the Killarney Community Development District Board of Supervisors on December 11, 2006, which were approved at the February 5, 2007, meeting. Copies had been forwarded to the Board, the County Administrator and the Deputy County Administrator.

Subdivisions - Spring Hill - Receipt of Annual Financial Audit Report for Community Development District

Received a letter from Sterling Hill Community Development District representative Steven P. Murman transmitting the Annual Financial Audit Report pursuant to Florida Statutes, Sections 11.45 and 189.418. An independent special district must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the governing County within 45 days of audit completion and within 12 months of fiscal year end.

Contracts and Agreements - Optima DHM Corporation - Approval of Amendment to Agreement Formalizing Seville Master Plan Conditions Regarding Thrasher Road Extension

Deputy County Administrator Larry Jennings recalled that on April 17, 2007, the Board discussed a proposed amendment to an agreement the Board had entered into in 2005 formalizing the commitment of Optima DHM Corporation (Optima), the developer of the Seville subdivision, to fulfill certain Seville Master Plan approval conditions regarding the Thrasher Road extension. The Board had requested that the proposed amendment be scheduled on this date for additional information and discussion. Since the agreement was entered into, the developer had sold a portion of the property, and the agreement as approved contained a provision that would have required the developer to pave a portion of the road

well in advance of either development of its remaining property and without any coordination with County improvement of the remainder of the road. With staff input and approval, an amendment had been prepared under which the developer's obligation to improve the road was based upon and coordinated with County improvement of that portion of the road which was a County responsibility. When the County began work on the road, the developer was obligated to improve his portion of the road to the same standards (either limerock or paving). The remaining terms of the original agreement regarding provision of right of way were unaffected.

The staff recommended that the Board approve the proposed amendment to the existing agreement with Optima in regard to developer obligations to improve Thrasher Road pursuant to conditions imposed on the Master Plan, and authorize the Chairman's signature thereon.

Mr. Jennings displayed an aerial photograph of the subject property via overhead projection and reviewed the history regarding Thrasher Road as it related to the Seville development. He pointed out that the proposed agreement involved three segments of Thrasher Road, which he outlined.

Mr. Jennings clarified for Chairman Stabins that Thrasher Road would extend underneath the Suncoast Parkway and connect to Royal Highlands.

Public Works Director/County Engineer Charles Mixson confirmed that use of the Suncoast Parkway underpass for the Thrasher Road extension had been authorized by the Florida Turnpike Enterprise.

Mr. Jennings clarified for Comm. Kingsley that the underpass was designed for vehicle activity and interconnectivity between the landfill and a potential sewer plant site.

Mr. Jennings verified for Comm. Rowden that if the County chose to limerock its portion of Thrasher Road, the developer of Seville would be allowed to limerock their portion of the road until the County paved its portion or until development occurred within east Seville, at which time the developer would be responsible for paving the roadway.

Comm. Rowden expressed opposition to constructing the Thrasher Road extension with limerock.

Mr. Mixson explained that the proposed project was merely to provide a temporary connection until funding was available in the future to construct the roadway to County standards.

Comm. Rowden indicated that she would not support the project due to the existing problems in the county regarding limerock roads.

Comm. Kingsley agreed. He believed the expansion should be done by County standards and that limerock should not be used as a surface material for the project. He requested that any reference to limerock be stricken from the proposed agreement.

Comm. Rowden suggested using the same type of surfacing material that was used on Weeping Willow Street, as she understood it did not create dust.

Mr. Mixson explained that it was a more expensive material, but could be budgeted and funded if so desired by the Board.

Mr. Mixson verified for Chairman Stabins that Thrasher Road was anticipated to be paved in approximately five to ten years. He commented that the proposed connection would benefit residents of Thrasher Road.

Comm. Rowden felt the connection should not occur until the existing dust problem on Thrasher Road was resolved.

Mr. Mixson explained that the staff was not proposing to make the connection at this time, and he clarified the proposed agreement.

Comm. Rocco expressed support for the proposed agreement.

In response to Comm. Russell, Mr. Mixson confirmed the staff's intent to apply for Department of Transportation funding for the Thrasher Road connection.

Mr. Jake Varn, representing Optima, agreed with the staff recommendation. He expressed support for deleting any reference to limerock roads from the proposed contract.

There were no public comments.

Motion

Comm. Kingsley moved to approve the staff recommendation with the striking of the opportunity for limerock in that particular section of road; seconded by Comm. Rowden.

County Attorney Garth Coller advised that the Legal Department would revise the contract language as directed by the Board.

The vote was taken on the Motion and it carried unanimously.

RECESS/RECONVENE

The Board recessed at 10:20 a.m. and reconvened at 10:35 a.m.

Commissioners - Ex Parte Communications - Announcement Regarding Quasi-Judicial Hearings

Chairman Stabins and Comms. Kingsley, Rocco, Rowden and Russell announced that they had had no ex parte communications concerning the quasi-judicial petitions being considered at this meeting.

County Attorney Garth Collier provided the standard admonition that only information received in the Board's packet or documentary evidence or testimony provided at the hearing could be considered in the Board's decision-making process.

Commissioners - Meetings - Adoption of Informational Packet Into Evidence

The Agenda packet that was submitted to the Board included written information regarding all cases to be considered, which needed to be accepted into evidence for the hearing.

The staff recommended that the Board accept the Agenda packet, including the staff reports, into evidence as if read aloud in their entirety.

Chairman Stabins stated that he would accept a Motion to adopt the Agenda back-up material into evidence.

Motion

Comm. Rowden so moved; seconded by Comm. Rocco and carried unanimously.

Variances - William T. and Cheryl Woods - Adoption of Resolution No. 2007-132 Approving Request to Increase Fence Height in Front Yard

Proof of publication of Notice of Public Hearing was noted to consider the petition of William T. and Cheryl Woods (V-07-17) for a variance to increase the fence height in the front yard.

The subject property was located on the south side of Warm Wind Way, approximately 550' east of Whisper Ridge Trail, Woodland Waters, Phase 5.

The Board was polled for ex parte communications prior to this petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of or in opposition to the petition. He advised that the petitioners had requested a variance to allow 5'-high ornamental, aluminum fencing in the front yard of their home. The subject parcel was pie-shaped and located on a curve. The front lot line was

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approximately 180' long. The petitioners had been informed by their contractor that a 5' fence would provide greater flexibility in trying to match the grade of the property and would avoid the stair-step look. He further advised the petitioners that this would be a more aesthetically pleasing view for the neighbors and community. The petitioners had also proposed to install a decorative gate along their driveway. The drawing submitted illustrated that the clear site triangle requirements would be met. The Code of Ordinances, Chapter 8, Section 8-210.18 (Variances), stated that a variance may be granted from the terms and provisions of the Ordinance for just cause. (Hardship need not be proven.)

The staff recommended that the Board review the petitioners' request and determine if just cause existed to issue the proposed variance.

Mr. Tolbert advised that the Woodland Waters Homeowners Association supported the proposed variance.

Mrs. Woods, under oath, explained the purpose of the variance request.

There were no public comments.

Motion

Comm. Kingsley moved to approve this particular request and adopt Resolution No. 2007-132; seconded by Comm. Rocco and carried unanimously.

Variances - Sandra Perez and Angel Orue - Adoption of Resolution No. 2007-133 Approving Request to Reduce Front Yard Setback for Fence and to Increase Fence Height and Fence Opacity in Front Yard

It was noted that the public hearing to consider the petition of Sandra Perez and Angel Orue (V-06-70) for a variance to reduce the front yard setback for a fence and to increase the fence height and fence opacity in the front yard had been postponed from January 23, 2007.

The subject property was located on the corner of Hawthorne Road and Dorado Street, in Spring Hill, Unit 24.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of or in opposition to the petition. He advised that the petitioners had requested a variance to allow a 6' stockade fence on the property line in the secondary front yard. The subject parcel measured approximately 90' x 125'. A fence permit was issued to the petitioners on August 23, 2005. On March 24, 2006, the petitioners requested that the permit be

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reactivated as they did not have time to complete the job. On April 5, 2006, the petitioners were notified that the permit was reactivated. On October 9, 2006, a second request to reactivate the permit was submitted to the Development Services Department, which was approved on October 13, 2006. When the original permit application was submitted, the petitioners signed an interior lot diagram but had later indicated that they did not realize it was for the wrong type of lot. The Code of Ordinances, Chapter 8, Section 8-210.18 (Variances), provided that a variance may be granted from the terms and provisions of the Ordinance for just cause. (Hardship need not be proven.)

The staff recommended that the Board review the petitioners' request and determine if just cause existed to issue the proposed variance.

Mrs. Perez, under oath, detailed the purpose of the requested variance.

At the request of Comm. Kingsley, Mr. Tolbert displayed a photograph via overhead projection to point out the location of the existing fence.

Mr. Orue, under oath, explained that the subject property was not level.

There were no public comments.

Motion

Comm. Kingsley moved to approve this particular request and adopt Resolution No. 2007-133; seconded by Comm. Russell and carried unanimously.

Variances - Roger and Tracie Maler - Adoption of Resolution No. 2007-134 Approving Request to Increase Distance Into Waterway for Boatlift

Proof of publication of Notice of Public Hearing was noted to consider the petition of Roger and Tracie Maler (V-06-71) for a variance to increase the distance into a waterway for a boatlift.

The subject property was located on the south side of Gulfwind Circle, at the beginning of the cul-de-sac.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of the petition and two citizens' responses had been received in opposition to the petition. He advised that the petitioners had requested a variance to install a dock and a boat lift on a canal behind their vacant residential lot in Hernando Beach. The subject

parcel measured approximately 106' x 70'. The petitioner had proposed to extend the dock to 16' and the boat lift to 21'. The petitioners' representative had explained that the reason for the variance request was to avoid the shelf of rock in front of the seawall. The Waterway Maintenance Division (WMD) had reviewed the variance application, visited the site and determined that 21' into the canal would not pose a navigational hazard in the subject area. There had been two appeals filed by residents of the area opposing the Notice of Intent to approve the requested variance.

The staff recommended that the Board review the petitioners' request and approve same because it would not be a navigational hazard and was necessary to avoid the rock shelf in front of the seawall.

Ms. Monica Mills, with Gulfside Docks Corporation, representing the petitioner, under oath, displayed an aerial rendering of the subject area which depicted the width of the canal and simulated existing and prospective boat docks from which to access the canal. She displayed a drawing which illustrated the proposed boat dock as well as the dock of Mrs. Mary Li, an opposing resident on Lily Drive. She stated that she had met with Mrs. Li and Mr. John DePasquale, opposing resident of Gulf Winds Circle, regarding the proposed variance. She pointed out that Mr. John Giordano, resident of Gulf Winds Circle, had expressed support for the proposed variance. She expounded on the design elements of the proposed dock and boat lift.

Mr. DePasquale, under oath, displayed a rendering of the subject area to point out the potential navigational hazard that would occur as a result of the proposed variance. He displayed various photographs of the subject area and described the current access routes from existing boat docks as well as alternate access routes that would be necessary, yet hazardous, should the proposed variance be approved. He emphasized that the proposed variance would reduce the existing turning basin, which was necessary to maneuver boats into their respective docks, particularly larger boats. He asserted that Mr. Giordano's boat was only 12' wide; therefore, he would not be negatively impacted by the proposed variance. He submitted a notarized letter from Mr. John Currie, a neighboring resident, who had concerns with the proposed variance.

Mr. Lee Sanders, husband of Mrs. Mary Li, under oath, indicated that he and his wife were in the process of selling their home. He expressed concern that the ingress/egress from their boat dock into the canal would restrict the boat size desired by prospective buyers, which would hinder his ability to sell his home.

Mr. George Bennett, with the WMD, under oath, indicated that the proposed dock would not extend any further into the canal than an existing dock to the west. He noted that the canal measured 84' wide, leaving approximately 40' of navigable waterway with the proposed dock in place. He stated that the subject portion of the canal was not a high-traffic area and he did not feel the proposed dock would pose a navigational hazard.

Ms. Mills mentioned that there were other canals within the county which were only 50' wide; therefore, she asserted that the average boat owner should be able to navigate in and out of a 40' clearance without difficulty. She described the angle by which the petitioners' 17' boat would be hoisted onto the boat lift.

Mr. Maler, under oath, expressed that he had requested a variance merely to have access to the canal.

Mr. Tolbert clarified for Comm. Russell that the shelf of the canal extended approximately 6' to 8'.

Ms. Mills responded to Comm. Russell that a reduction to the proposed variance would not accommodate the petitioners' needs. She believed the County's Dock Ordinance needed to be updated to include reference to boats and navigation.

County Attorney Garth Collier verified for Comm. Rowden that Mr. Bennett could be considered an expert witness based on education or experience.

Mr. Bennett briefly elaborated on his experience and confirmed that part of his responsibility as a WMD employee was to routinely consider the impacts of boats and docks on waterways within the county.

Comms. Rowden and Rocco agreed to consider Mr. Bennett an expert witness.

Comm. Rocco felt that denying the proposed variance would create a hardship on the petitioner and that individuals should consider navigational issues prior to purchasing a boat.

Motion

Comm. Rocco moved to approve the variance request; seconded by Comm. Russell.

Comm. Kingsley contended that the boat dock to the west of the subject property extended further into the canal and would create more of a potential navigational hazard than the proposed boat dock. He stated that he would not support the Motion as stated unless the boat dock to the west was reduced to 12'.

The vote was taken on the Motion and it carried 4-1, with Comm. Kingsley voting Nay.

Chairman Stabins advised that Resolution No. 2007-134 reflected the variance approval.

Variances - Susan Townsend - Adoption of Resolution No. 2007-135 Approving Request to Reduce Side Setback Requirement

Proof of publication of Notice of Public Hearing was noted to consider the petition of Susan Townsend (V-07-05) for a variance to reduce the side setback requirement.

The subject property was located on the north side of Sumter Drive, approximately 300' east of Ivy Hill Lane, in the Rolling Acres subdivision.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in opposition to the petition and one petition containing six signatures had been received in favor of the petition. He advised that the petitioner had requested a variance to reduce the side setback from 10' to 8.80' to place an addition onto an existing single-family home to which a detached garage would connect. The subject parcel measured approximately 120' x 130'. The petitioner proposed to place a triangular-shaped addition between the house and the detached garage. The present Ordinance standards required the primary structure to be 10' from the side property line and the detached garage to be 5' from the side property line. Attaching the two structures would create one primary structure which would be required to meet the 10' side setback requirement.

The staff recommended that the Board review the petitioner's request and deny same because the hardship was self-imposed and was not emanating from the land.

The petitioner was present at the meeting, but had no comments.

Mr. John Nesseralla, representing the petitioner, under oath, admitted that the hardship was self-imposed as he was unfamiliar with permitting requirements. He expressed that expansion of the home was necessary to accommodate his family. He mentioned that he and the petitioner had received letters of support from all but two of the surrounding residents.

Comm. Russell mentioned that he had received numerous letters in support of the proposed variance, and he commented on the sentiments expressed therein regarding the petitioner and Mr. Nesseralla.

In response to a comment from Comm. Russell, Mr. Tolbert reviewed the applicable Ordinance requirements.

There were no public comments.

Motion

Comm. Russell moved to grant the petitioner's request; seconded Comm. Rocco.

Mr. Nesseralla clarified for Comm. Kingsley that he utilized his garage to repair his company vehicles and that the proposed addition was for two additional bedrooms.

The vote was taken on the Motion and it carried unanimously.

Chairman Stabins announced that Resolution No. 2007-135 reflected the variance approval.

Zoning - Deborah Knight - Administrative Decision Overturned to Allow Pot-Bellied Pig in Residential Zoning District

Proof of publication of Notice of Public Hearing was noted to consider the petition of Deborah Knight (A-07-01) for an appeal of an administrative decision in order to allow a pot-bellied pig in a residential zoning district.

The subject property was located on the north side of Patio Court, at the beginning of the cul-de-sac in Spring Hill, Unit 25.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of or in opposition to the petition. He advised that the petitioner presently had a pot-bellied pig named Cupid on the property. The subject parcel was irregularly shaped and measured approximately 140' deep, 176' across the rear and 100' across the front. The petitioner had mentioned that Cupid was over 12 years old and had lived in the county for over 5 years. The petitioner also stated that Cupid weighed approximately 100 pounds and had a life span of 10 to 12 years. The petitioner requested that the Board overturn the determination of the Administrative Official and allow the pig to remain on the property until its death.

The staff recommended that the Board review the petition and uphold the determination of the Administrative Official that farm animals were not a permitted use in the Planned Development Project(Single-family) residential zoning district.

In response to a question posed by Comm. Rowden, Mr. Tolbert advised that the Board had traditionally upheld the decision of the Administrative Official in regard to not allowing certain animals in residential districts.

County Attorney Garth Collier intervened that, generally, cases pertaining to pot-bellied pigs in residential districts involved a settlement agreement as part of the enforcement process.

Mr. Tolbert submitted two letters of opposition that had been received from Steven and Cynthia Koepke and from Douglas Reuel subsequent to preparation of the staff report.

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Mr. Knight, under oath, displayed an aerial photograph of the subject area to point out the proximity of surrounding residents, one of which was Mr. Reuel who resided approximately one-half mile from the subject property. He contended that the U.S. Department of Agriculture had recognized pot-bellied pigs as domesticated pets. He mentioned that he had obtained copies of records reflecting numerous instances in which the Board had approved pot-bellied pigs in residential neighborhoods. He submitted various letters of support from surrounding residents and commented on a complaint filed with Animal Services by an individual who was opposed to the manner by which he cared for his animals. He contended that all his animals were in good health and that Cupid was registered. He displayed various photographs of Cupid to demonstrate its size. He stated that Cupid was small, clean, had no diseases, was current with vaccinations, and did not breed with wild pigs or run wild. He displayed a list of Counties which generated income from pot-bellied pigs.

Mr. Knight responded to Chairman Stabins that he was unaware of any cases of ~~pot-bellied pigs having rabies~~.

Mr. Knight confirmed for Comm. Russell that he did not intend to replace Cupid.

Comm. Kingsley expressed support for the petitioner's request.

There were no public comments.

Mr. Knight verified that one of the opposing individuals was his brother-in-law, who was not even a neighboring resident.

Motion

Comm. Kingsley moved that a Settlement Agreement be executed by the County and the applicant to provide for and allow Cupid to remain on the premises until his natural death; seconded by Comm. Russell.

Mr. Knight clarified for Comm. Rocco that he had purchased Cupid in 1994 and had never received any complaints until just recently. He expressed support for the Motion.

The vote was taken on the Motion and it carried unanimously.

Comm. Kingsley temporarily left and returned to the meeting.

Zoning - Sandra Price - Administrative Decision Overturned to Allow Pot-Bellied Pig in Residential Zoning District

Proof of publication of Notice of Public Hearing was noted to consider the petition of Sandra Price (A-07-02) to appeal an administrative decision in order to allow a pot-bellied pig in a residential zoning district.

The subject property was located on the south side of Cara Street, approximately 175' east of new Azora Road, in the Horizon North subdivision, Phase 1.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of or in opposition to the petition. He explained that the appellant was appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently had a pot-bellied pig named Mr. Piggy on the property. The subject parcel measured approximately 100' x 215' and was surrounded on three sides by residentially-zoned properties that were developed with single-family homes. The petitioner had mentioned that her pot-bellied pig was 1 year old and had a life span of 8 to 18 years. On several occasions a determination was made by the staff and upheld by the Board that pigs, including pot-bellied pigs, were farm animals that were permitted in the Agricultural district, but not permitted in Residential districts. The petitioner had requested that the Board overturn the determination of the Administrative Official and allow the pig to remain in the Residential district.

The staff recommended that the Board review the petition and uphold the determination of the Administrative Official that farm animals were not a permitted use in the R-1C residential zoning district.

Mrs. Price, under oath, introduced her pot-bellied pig to the Board and described the manner by which he was nurtured.

County Attorney Garth Collier asked Mrs. Price if she would be amenable to the action that was taken by the Board concerning the prior petition that was presented.

Mrs. Price replied affirmatively.

There were no public comments.

Motion

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Comm. Rowden moved to enter into a Settlement Agreement with Mrs. Price allowing Mr. Piggy to remain on the premises for the remainder of his natural life and not to be supplanted by any other pet; seconded by Comm. Rocco and carried unanimously.

Budgets - Managing for Results System Through Performance Measurements Program - Update on Implementation

Office of Management and Budget (OMB) Director George Zoettlein announced that OMB Analyst Pam Lee had spearheaded and was working diligently with OMB Assistant Director Terri McClanahan on implementing the Managing for Results System Through Performance Measurements Program (PMP), which involved activity-based costing.

Mrs. McClanahan reviewed that the PMP was fast becoming a management tool in government. She mentioned that the Government Finance Officers Association recommended performance measurements as the best practice and further recommended that performance measurements be an included section in the annual budget. She noted that performance measurements had been used in the private sector for many years and had also been implemented by many Florida Counties and Cities, some of which she highlighted.

Mrs. Lee advised that the staff was currently testing and organizing the PMP on the Development Services Department (DSD). She utilized overhead projection to display and review an existing DSD budget document which included performance measurements. She stated that the staff was currently in the preliminary stage of the PMP and much more information still needed to be accumulated.

Mrs. McClanahan detailed the timeline involved in designing and implementing the PMP.

Ms. Lee provided a Powerpoint presentation which had been reviewed by Department Directors and employees during the training sessions on the PMP. She then conducted a brief demonstration of the computer program that had been designed by the Technology Services Department for the PMP.

Ms. Lee responded to questioning from Comm. Kingsley concerning time management analyses of activities. She explained that the staff was currently in the process of collecting data in order to establish benchmarks for activities.

Comm. Russell remarked that when the State implemented a PMP, it took approximately two to three years to develop a tracking matrix.

Ms. Lee stated that County Departments were encouraged to be very prudent in allocating their activities.

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Mr. Zoettlein explained that performance measurements were being geared toward achieving the County's goals and objectives. He mentioned that it would take approximately three to four years to accumulate all the information needed to utilize the PMP as a regular tool for budgeting. He recognized the Technology Services Department for their assistance in developing the computer software for the PMP.

Mr. Zoettlein responded to Comm. Russell that the Department Directors and staff appeared to be embracing the new process.

Comm. Rocco agreed. She expressed that the new system was beneficial to the County, but understood that it would take time to make necessary adjustments.

Facilities - Jail - Update on Proposed Solutions for Long-Term Space Needs

Jail Warden Don Stewart, with Corrections Corporation of America (CCA), advised that he had provided Deputy County Administrator Larry Jennings with information pertinent to a request from the Board as to the monetary offset that CCA would be willing to provide to the County in the event a portion of the services currently performed by CCA was transferred to the Sheriff's Office. In response to an additional request by the Board, he advised that R&N Systems Design, currently contracted with CCA, would provide a report in the near future which would include costs and design concepts to address perimeter security at the Jail. He felt it was prudent to discuss these issues in a manner that would not inadvertently create a threat on public safety. He advised that Dr. Patrick Jablonski, a CCA staff member, had agreed to attend the May 15, 2007, meeting to review what he believed to be a reliable population projection that he had formulated.

Comm. Rowden commented on her tour of the Jail facilities in Orange County, Florida, and Wheeler County, Georgia, on April 18 and April 19, 2007. She noted that her travel expenses were paid by the County.

Warden Stewart stated that he was an advocate of direct supervision in terms of construction costs and long-term maintenance, an issue he wished to further discuss in the future to ensure consideration of all available options.

Warden Stewart confirmed for Chairman Stabins that inmates from Pasco and Charlotte Counties were currently housed at the Jail. He noted that Federal prisoners currently housed at the Jail would soon be relocated to the Citrus County Jail. He agreed that a local-based Jail facility should serve local communities before serving the Federal government.

COMMISSIONERS' REMARKS

Comm. Rocco

Commissioners - Events - Report on Oak Hill Hospital Tour/Request for Information Regarding Communications Between Emergency Transport Services and Local Hospitals

Comm. Rocco reported and commented on her tour of Oak Hill Hospital. She clarified a comment she made earlier during Board/Staff Responses to Citizens' Comments concerning emergency transport of stroke victims. She wished to be provided with information concerning emergency dispatch between transport services and the local hospitals.

Comm. Rowden agreed.

Comm. Rowden

Miscellaneous - Air Cannons - Staff to Address Use at Blueberry Farms

Comm. Rowden advised that she had received numerous complaints from residents of Knuckey Road concerning the use of air cannons at a nearby blueberry farm. She commented on an article she had recently read regarding the noise generated by air cannons. She felt this issue should be addressed and stated that she would provide County Administrator Gary Kuhl with the contact information.

Comm. Russell later mentioned during his time that concerns had been expressed by neighboring residents regarding the use of air cannons at a blueberry farm which abutted his property. He agreed that the situation should be investigated, but indicated that such action might impinge on the Right to Farm Act.

County Attorney Garth Collier agreed.

Comm. Kingsley

Comm. Kingsley had no issues to discuss.

Comm. Russell

Comm. Russell had no items to report.

Chairman Stabins

Chairman Stabins had no comments.

County Administrator Gary Kuhl

County Administrator Gary Kuhl had no items to report.

County Attorney Garth Collier

County Attorney Garth Collier had no issues to discuss.

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ADJOURNMENT

There being no further business to come before the Board at this time, the meeting adjourned at 12:55 p.m.

KAREN NICOLAI, CLERK

JEFF STABINS, CHAIRMAN

HERNANDO TIMES

An Edition of the St. Petersburg Times

Published Daily

Brooksville, Hernando County, Florida

STATE OF FLORIDA COUNTY OF HERNANDO:

Before the undersigned authority personally appeared Linda M Compton who on oath says that she is Legal Clerk of the Hernando Times a daily newspaper published at Brooksville, in Hernando County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of RE: Legal/Public Notice
CLK07-19/DD

_____ in the _____ Court
was published in said newspapers in the issues of
April 11, 2007

Affiant further says the said Hernando Times is a newspaper published at Brooksville, in said Hernando County, Florida, and that the said newspaper has heretofore been continuously published in said Hernando County, Florida, each day and has been entered as second class mail matter at the post office in Brooksville, in said Hernando County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm, or corporation any discount, rebate commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Lm Compton

Signature of Affiant

Sworn to and subscribed before me this 11th day
of April, 2007.



Mary Fanter

Commission # DD503974

Expires January 4, 2010

Bonded Troy Fair Insurance Inc 800-385-7019

Mary Fanter

Signature of Notary Public

Personally known x or produced identification _____

Type of identification produced _____

CLK07-19/DD NOTICE OF EVIDENTIARY PROCEEDING HERNANDO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners will hold an Evidentiary Proceeding on April 24, 2007, at 10:00 a.m. in the John Law Ayers County Commission Chambers, Government Complex, 20 N. Main Street, Brooksville, Florida

PETITIONER: Shawn and Deborah Knight

FILE NUMBER: A-07-01

PURPOSE: Appeal of Administrative Decision to Allow a Pot-Bellied Pig in a Residential Zoning District

LOCATION: North side of Patio Court, beginning of cul de sac

LEGAL DESCRIPTION: Lot 30, Block 1733, Spring Hill Unit 25, as per plat thereof as recorded in Plat Book 10, pages 61 through 76, public records of Hernando County, FL

PETITIONER: Sandra Price

FILE NUMBER: A-07-02

PURPOSE: Appeal of Administrative Decision to Allow a Pot-Bellied Pig in a Residential Zoning District

LOCATION: South side of Cara Street, approximately 175' east of New Azora Road

LEGAL DESCRIPTION: Lot 2, Block 6, Phase I, Horizon North, as per plat thereof as recorded in Plat Book 20, page 7, public records of Hernando County, FL

You are further advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact County Administration, 20 N. Main Street Room 460, Brooksville, FL 34601, telephone 352-754-4002, no later than three (3) days prior to the proceedings. If hearing impaired, telephone (TDD) 1-(800)-676-3777.

/s/ Gary L. Fisher

Gary L. Fisher,

Zoning Administrator

By: Judith Gerhart, Administrative Secretary II

Dated this 29th day of March, 2007

Publish: April 11, 2007

(002324008)

HERNANDO TIMES

An Edition of the St. Petersburg Times

Published Daily

Brooksville, Hernando County, Florida

STATE OF FLORIDA

COUNTY OF HERNANDO:

Before the undersigned authority personally appeared Linda M Compton who on oath says that she is Legal Clerk of the Hernando Times a daily newspaper published at Brooksville, in Hernando County, Florida: that the attached copy of advertisement, being a Legal Notice in the matter of RE: Legal/Public Notice
CLK07-18

_____ in the _____ Court
was published in said newspapers in the issues of
April 11, 2007

Affiant further says the said Hernando Times is a newspaper published at Brooksville, in said Hernando County, Florida, and that the said newspaper has heretofore been continuously published in said Hernando County, Florida, each day and has been entered as second class mail matter at the post office in Brooksville, in said Hernando County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm, or corporation any discount, rebate commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Lm Compton

Signature of Affiant

Sworn to and subscribed before me this 11th day
of April, 2007.



Mary Fanter

Commission # DD503974
Expires January 4, 2010

Bonded Troy Fair Insurance, Inc. 998-885-7919

Mary Fanter

Signature of Notary Public

Personally known x or produced identification _____

Type of identification produced _____

Legals

Legals

CLK07-18/DD

NOTICE OF PUBLIC HEARING HERNANDO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners will hold a Public Hearing to consider variance request(s) on April 24, 2007, at 10:00 a.m. in the John Law Ayers County Commission Chambers, Government Complex, 20 N. Main Street, Brooksville, Florida.

PETITIONER: William T. and Cheryl Woods
FILE NUMBER: V 07-17
PURPOSE: Variance to Increase Fence Height In Front Yard

GENERAL LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail
LEGAL: Lot 55 of Woodland Waters Phase 5, as per plat thereof recorded in Plat Book 33, pages 33-35, public records of Hernando County, FL

PETITIONER: Sandra Perez and Angel Orue
FILE NUMBER: V 06-79
PURPOSE: Variance to Reduce Front Yard Setback for Fence; and to Increase Fence Height and Fence Opacity in the Front Yard

GENERAL LOCATION: Corner of Hawthorne Road and Dorado Street
LEGAL: Lot 1, Block 1622, Spring Hill Unit 24, as per plat thereof recorded in Plat Book 10, pages 53-60, public records of Hernando County, FL

PETITIONER: Roger and Tracie Maler
FILE NUMBER: V 06-71
PURPOSE: Variance to Increase the Distance into a Waterway for a boatlift

GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac
LEGAL: Lot 29, Gulf Coast Retreats Unit 2, as per plat thereof recorded in Plat Book 6, pages 89A-89B, public records of Hernando County, FL

PETITIONER: Susan Townsend
FILE NUMBER: V 07-05
PURPOSE: Variance to Reduce the Side Setback Requirement

GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane
LEGAL: Lot 27 and W 1/2 of Lot 26, Block B of Rolling Acres Subdivision Unit 5, according to the plat thereof as recorded in Plat Book 7, page 36, public records of Hernando County, FL

You are further advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any person wishing to be heard on this matter may be present to speak for or against this application.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact County Administration, 20 N. Main Street, Room 460, Brooksville, FL 34601, telephone 352-754-4000, no later than three (3) days prior to the proceedings. If hearing impaired, telephone (TDD) 1-(800)-676-3777.

/s/Gary L. Fisher
Gary L. Fisher,
Zoning Administrator
By: Judith Gerhart, Administrative Secretary II
Dated this 29th day of March, 2007
Publish: April 11, 2007 (002323994)

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY**

RESOLUTION 2007-

WHEREAS, forty years after the passage of the Equal Pay Act and Title VII of the Civil Rights Act, women and people of color continue to suffer the consequences of inequitable pay differentials; and

WHEREAS, according to statistics released in 2004 by the U.S. Census Bureau, year-round, full-time working women in 2003 earned only 76% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity; and

WHEREAS, according to an analysis of data in over 300 classifications provided by the U.S. Department of Labor Statistics in 2001, women earn less in every occupational classification for which enough data is available, including occupations dominated by women (e.g., cashiers, retail sales, registered nurses and teachers); and

WHEREAS, over a working lifetime, this wage disparity costs the average American woman and her family an estimated \$523,000 in lost wages, impacting Social Security benefits and pensions; and

WHEREAS, fair pay strengthens the security of families today and eases future retirement costs, while enhancing the American economy.

**NOW, THEREFORE, BE IT RESOLVED BY THE
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS
FOLLOWS:**

SECTION 1. The Hernando County Board of County Commissioners hereby proclaims April 24, 2007, to be **Equal Pay Day** in Hernando County.

SECTION 2. The Hernando County Board of County Commissioners urges its citizens to recognize the full value of women's skills and significant contributions to the labor force, and further encourages businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

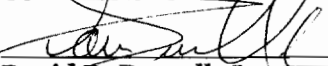
ADOPTED in Regular Session this 24th day of April, 2007, A.D.

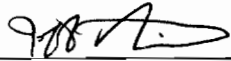
**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

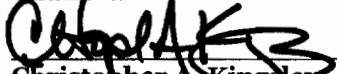
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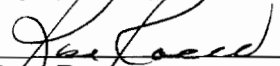

Karen Nicolai
Clerk


Diane B. Rowden
Commissioner


David D. Russell, Jr.
Commissioner


Jeff Stabins
Chairman


Christopher A. Kingsley
Vice Chairman


Rose Rocco
Second Vice Chairman

AGENDA ITEM

C.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY**

RESOLUTION 2007- 129

WHEREAS, forty years after the passage of the Equal Pay Act and Title VII of the Civil Rights Act, women and people of color continue to suffer the consequences of inequitable pay differentials; and

WHEREAS, according to statistics released in 2004 by the U.S. Census Bureau, year-round, full-time working women in 2003 earned only 76% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity; and

WHEREAS, according to an analysis of data in over 300 classifications provided by the U.S. Department of Labor Statistics in 2001, women earn less in every occupational classification for which enough data is available, including occupations dominated by women (e.g., cashiers, retail sales, registered nurses and teachers); and

WHEREAS, over a working lifetime, this wage disparity costs the average American woman and her family an estimated \$523,000 in lost wages, impacting Social Security benefits and pensions; and

WHEREAS, fair pay strengthens the security of families today and eases future retirement costs, while enhancing the American economy.

**NOW, THEREFORE, BE IT RESOLVED BY THE
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS
FOLLOWS:**

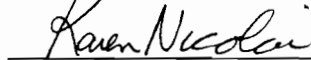
SECTION 1. The Hernando County Board of County Commissioners hereby proclaims April 24, 2007, to be **Equal Pay Day** in Hernando County.

SECTION 2. The Hernando County Board of County Commissioners urges its citizens to recognize the full value of women's skills and significant contributions to the labor force, and further encourages businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

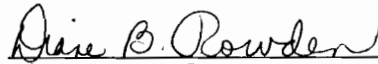
ADOPTED in Regular Session this 24th day of April, 2007, A.D.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

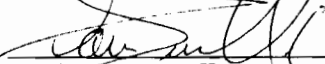
Attest:



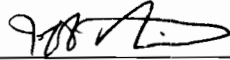
**Karen Nicolai
Clerk**



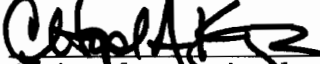
**Diane B. Rowden
Commissioner**



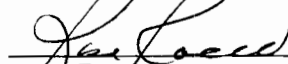
**David D. Russell, Jr.
Commissioner**



**Jeff Stabins
Chairman**

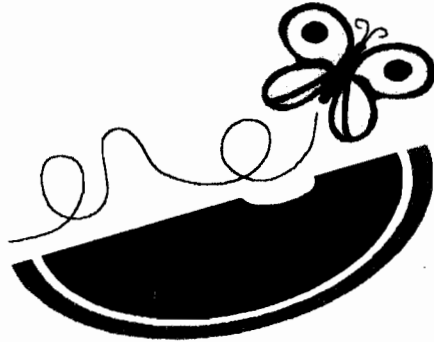


**Christopher A. Kingsley
Vice Chairman**



**Rose Rocco
Second Vice Chairman**

Welcome To Camp Aunt Reiko's



Thank You for choosing Aunt Reiko's Camp the price is \$100.00 (includes food, memories photo and Aunt Reiko's Tee shirt & hat). Please have the children here by 8am on Tuesday May 29,2007 the children would then travel to the famous Dinsney's Fort Wilderness Resort & Campground. We would stay til Friday. The campground is the only campground that's right in the middle of the Walt Disney World Resort magic and fun. Nestled into 740 acres of woodlands, wilderness campsites for tents and are the perfect combination of the great outdoors and the comforts of home. They would enjoy sparkling pools, boating, fishing, biking, horseback riding, tennis, Chip 'n" Dale's Campfire Sing a long campfire and more.

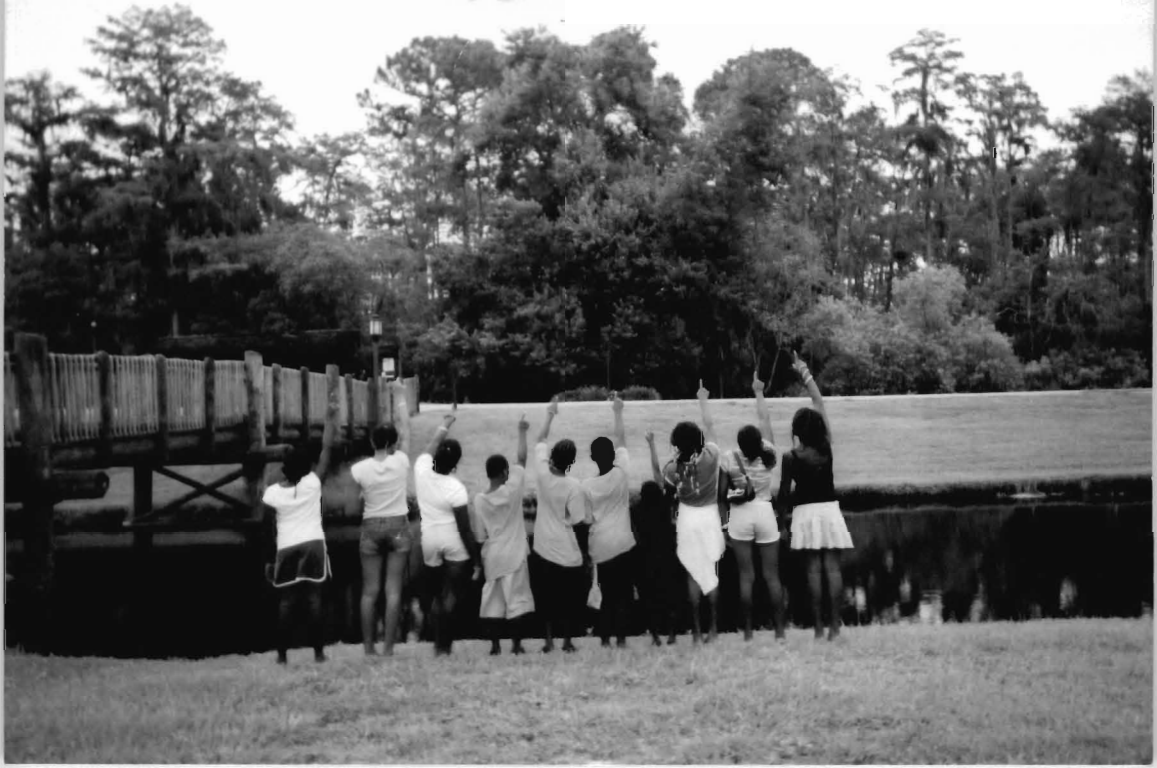
This facility has bait, cable tv hookup, electric, groceries, hot showers, hot tub, ice, laundry, patio, pay phones, picnic shelter, pool heated, pool outdoor, tables and water access.

Aunt Reiko
Thank You for choosing
Aunt Reiko's Camp

"MINUTES OF"

APR - 4 2007

MTG DATE 4/24/07
AGENDA ITEM # D
EXHIBIT # Rachel Pearson







CONSENT AGENDA
APRIL 24, 2007

1. **ATTACHED:** Copy of a memorandum from Budget Director George Zoettlein advising that as per the contract for Community Legal Services of Mid-Florida, Inc., Hernando County is required to pay for these services up to a prescribed amount. Funds are collected in Fund #1242, Additional Court Costs, per State Statute 939.185. Any revenue collected over this amount is also required to be paid to the agency. At the close of fiscal year 2006 (September 30, 2006) additional funds had been collected but not turned over to the agency. The attached Budget Resolution recognizes these funds in fiscal year 2007 so they can be paid to the agency.
RECOMMENDATION: Staff recommends the Board adopt Budget Resolution 2007-126 recognizing these funds in fiscal year 2007 so they can be paid to the agency.
2. **ATTACHED:** Copy of a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for the Aerial Way Force Main Project. The scope of work includes construction of approximately 3,064 lineal feet of 16-inch force main along Aerial Way, and force main realignment from Spring Hill Drive to Corporate Boulevard. The bids received are as follows: Commercial Industrial Corp. - \$341,579.06; Contech Construction Group LLC - \$373,600.43; Lyric Services, Inc. – \$389,054; Adkins Contracting, Inc. - \$394,555.45; Pospiech Contracting, Inc. - \$414,564.01; Marion Rock, Inc. - \$423,854.20; GWP Construction, Inc. - \$431,892.10; Coastal Underground Services, Inc. - \$449,306; CI Contracting, Inc. - \$467,199; Carl Hankins, Inc. - \$569,429.40; DAB Constructors, Inc. - \$670,000.
RECOMMENDATION: Staff recommends the Board award the bid for the Aerial Way Force Main Project to Commercial Industrial Corp., in the total amount of \$341,579.06.
3. **ATTACHED:** Copy of a memorandum from Public Works Director/County Engineer Charles Mixson, P.E., advising that the Board approved participation in the Florida Department of Transportation's Local Agency Program. The attached agreement provides up to \$117,738 reimbursement to the County for the design activities phase of the Darby Lane Sidewalk Project. Design and construction costs are currently estimated at \$200,000.
RECOMMENDATION: Staff recommends the Board adopt Resolution 2007-127 authorizing the execution of the Joint Participation Agreement, Budget Resolution 2007-128 establishing the project budget, approve the Local Agency Program agreement, and authorize the Chairman's signature on all related documents.
4. **ATTACHED:** Copy of a memorandum from Airport Director Donald Silvernell advising that the Airport has had a Ground Lease Agreement

with Rudolph and Asenath Rostel for Lot 13 of the Airport Industrial Park, Unit I since April 1987. The Rostel's are selling their leasehold improvements to K&V Real Estate, LLC. K&V has requested a new lease using the current lease template as drafted by the County Attorney's Office. Approval of a new lease will require termination of the existing lease. Neither document will become effective until the sale of the leasehold improvements has occurred.

RECOMMENDATION: Staff recommends the Board approve the lease termination with Rudolph and Asenath Rostel and the new lease with K&V Real Estate, LLC, for Lot 13 of the Airport Industrial Park, Unit I, and authorize the Chairman's signature thereon.

5. **ATTACHED:** Copy of a memorandum from Airport Director Donald Silvernell advising that the Airport has had a Ground Lease Agreement with Dennis and Pamela Wilfong for Lot 36 of the Airport Industrial Park, Unit I since April 11, 1995, and Lot 37 of the Airport Industrial Park, Unit I since December 3, 1991. The Airport has negotiated a new lease with the Wilfong's for Lot 37 utilizing the new lease template as drafted by the County Attorney's Office. The new lease terminates the Wilfong's lease on Lot 36 allowing this lot to be utilized for construction of the new Airport Office Facility currently approved in the Airport's budget and funded in part with a grant from the Florida Department of Transportation.

RECOMMENDATION: Staff recommends the Board approve the new lease with Dennis and Pamela Wilfong for Lot 37 of the Airport Industrial Park, Unit I, and authorize the Chairman's signature thereon.

6. **ATTACHED:** Copy of a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for furnishing white concrete sand for the Parks and Recreation Department. The bids are as follows: Patco Transport - \$16.30/ton; Cliff's Construction - \$24.75/ton; E.R. Jahna - \$27.50/ton. Patco Transport added a 10% increase for the second twelve-month period of the 24-month term of the contract; however, even with the increase, the price per ton is 43.5% less than the next lowest bid.

RECOMMENDATION: Staff recommends the Board award a twenty-four month term contract, with renewal clause, for the supply and delivery of white concrete sand to Patco Transport, Inc., effective upon date of award, and based on the unit price bid. The estimated expenditure during the first twelve months is \$48,000.

7. **ATTACHED:** Copy of a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for the Airport Roadway Improvements Project. The scope of work includes: construction of approximately 13,000 linear feet of new collector roadway with associated clearing, grubbing and storm water facilities. The bids received are as follows: Goodwin Bros. Construction, Inc. - \$2,811,194.76; Counts Construction - \$3,629,034.76; Southern Site works - \$3,827,374.50;

Simmons Construction Co. - \$4,032,035.26; Prince Contracting Co., Inc. - \$4,558,625.50; Hewitt Contracting Co., Inc. - \$4,621,658.30; Specialized Services, Inc. - \$4,806,983.60; D.A.B. Constructors, Inc. - \$4,888,888.88. (See complete bid tabulation attached).

RECOMMENDATION: Staff recommends the Board adopt Budget Resolutions 2007-127 and 2007-128 recognizing loan proceeds and outside funding for the project, award the bid for the Airport Roadway Improvements Project, in the total amount of \$2,847,434.76 (South Airport Roads and Aerial Way Base Bids plus South Airport Roads Alternate Items #1 and #2), to Goodwin Bros. Construction, Inc., authorize the Airport Director, or his designee, to approve change orders for contract time extension, should such time extension be necessary due to inclement weather conditions, and authorize the Chairman's signature on all related documents.

8. **ATTACHED:** Copy of a memorandum from Utilities Department Finance Coordinator Brooks Ahrens transmitting an Interim Disposal Special Assessment Lien to be filed against property owned by Gertrude F. Mahoney in the amount of \$240.63. The property owner has failed to pay the interim disposal assessment due by ordinance after three consecutive monthly invoices were mailed and a certified letter was sent.

RECOMMENDATION: Staff recommends the Board approve the filing of the above listed Interim Disposal Special Assessment Lien and authorize the Chairman's signature thereon.

9. **ATTACHED:** Copy of a memorandum from Code Enforcement Director Frank McDowell III advising of a request received to reduce the payoff of an outstanding public nuisance abatement special assessment lien on property owned by Alex Reece, Madison Avenue of Gainesville. The lien filed against this property has a pay-off of \$443.33 as of April 1, 2007. The property owner remitted payment in the amount of \$380 and stated that the property will be kept properly maintained and in compliance of Hernando County Code. This remittance reflects the total amount due with a reduction of interest. Settlement appears to be in the best interest of the County, as actual costs incurred would be recovered.

RECOMMENDATION: Staff recommends the Board approve the reduction of interest on the public nuisance abatement special assessment lien and accept payment of \$380, and authorize the Chairman's signature on the release of lien.

10. **ATTACHED:** Copy of a memorandum from Assistant Utilities Director David Horne requesting the Board approve the execution of an unsolicited proposed contract from Timberline energy, LLC for the purchase of the landfill methane gas being generated at the Hernando County Northwest Solid Waste Facility Landfill. The gas will be utilized as an energy source within Hernando County at the site of Florida Rock. The Hernando County Solid Waste Department is scheduled to install a gas flare during

the construction phase of cell 3. This proposal and its timing are perfect relative to the landfill construction project.

RECOMMENDATION: Staff recommends the Board approve the execution of the contract with Timberline Energy, LLC. The County will immediately begin generating revenues of \$2,000/month until the landfill gas system is operational.

11. **ATTACHED:** Copy of a memorandum from Planning Director Ronald Pianta advising that Sunrise Lands Partnership submitted an application for a Development of Regional Impact under Section 380.06, F.S., in May of 2005. The application consists of 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office, a golf course and clubhouse. On November 29, 2006, the Withlacoochee Regional Planning Council (WRPC) issued a notice that the applicant declared sufficiency. Under the Statute, upon notification from WRPC that the application has been declared sufficient the local government must set a public hearing date at its next regular meeting. A public hearing was scheduled by the Board for May 7, 2007; however, this hearing date was canceled at the request of the applicant to allow time for the preparation of an associated Development Order and the scheduling of an interim workshop on the SR50/I-75 PDD. Therefore, a new public hearing date must be set by the Board.

RECOMMENDATION: Staff recommends the Board establish July 19, 2007, at 9:00 A.M., as the public hearing date and time for the Sunrise DRI.

12. **ATTACHED:** Copy of a memorandum from Interim Utilities Director Jesse Goodwin advising that staff has spent several months negotiating a Supplemental Water Agreement with the developer of the Seville Subdivision to replace the existing Seville Water Treatment Plant. The new water plant is necessary to serve the proposed 2,780 residential units along with adjacent 54,000 square feet of non-residential development. A new water treatment plant will be designed and constructed and will include a 2 million gallon ground storage tank, a new high service pump station, electrical upgrades and emergency generator. The Agreement provides that the developer agrees to the prepayment of 25% of the water connection fees equal to 695 ERUs at a cost of \$1,147 per ERU for the proposed 2,780 unit Seville Subdivision in the total amount of \$797,165. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the current water connection fee rate in effect at the time payment is made.

RECOMMENDATION: Staff recommends the Board approve the Supplemental Water Agreement, since the new Seville Water Plant will help to supply the future water demand of the proposed Seville Subdivision and surrounding area and the development will provide upfront funding for the project.

13. **ATTACHED:** Copy of a memorandum from Planning Director Ron Pianta advising of an applicant request to be allowed to clear, perform site grading and utility work for J.C. Penneys on a portion of the proposed Nature Coast Commons subdivision. The plans have been reviewed by the affected County agencies and are in compliance with the County's current development standards. The Southwest Florida Water Management District (SWFWMD) has issued a completeness letter for the construction of the project. No site work shall commence until all required permits have been issued by the affected agencies.

RECOMMENDATION: Staff recommends the Board approve the clearing, grading and utility work to commence in the first phase of Nature Coast Commons.

14. **APPROVAL OF DISBURSEMENTS**
Week Ending April 13, 2007.

15. **APPROVAL OF MINUTES/VOTING RECORDS**
Regular Meeting of April 3, 2007.
Land Use Meeting of April 11, 2007.

**HERNANDO COUNTY
OFFICE OF MANAGEMENT & BUDGET
AGENDA MEMORANDUM**

To: Honorable Chairperson and Members, Board of County Commissioners

Via: Gary W. Kuhl, County Administrator 

From: George W. Zoettlein, Director, Office of Management and Budget 

Subject: Additional Revenue for Legal Aid Program

Date: April 24, 2007

BRIEF OVERVIEW:

As per the contract for Community Legal Services of Mid-Florida, Inc., Hernando County is required to pay for these services up to a prescribed amount. Funds are collected in Fund #1242, Additional Court Costs, per State Statute 939.185. Any revenue collected over this amount is also required to be paid to the agency. At the close of fiscal year 2006 (September 30, 2006) additional funds had been collected but not turned over to the agency. The attached budget resolution recognizes these funds in fiscal year 2007 so they can be paid to the agency.

BUDGET IMPACT:

Increase Fiscal Year 2007 budget by \$22,232.70

LEGAL IMPACT:

Board of County Commissioners is authorized to act on this matter per Chapter 129.06, Florida Statutes.

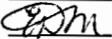
STAFF RECOMMENDATION:

Staff recommends the Board approve the attached budget resolution.

ADMINISTRATIVE REVIEW:

____ Reviewed

____ See Attached Memo

 County Attorney's Review

CONSENT
AGENDA ITEM

1.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
1242-3489220	Court Costs - Legal Aid	37,163.00	22,232.70	\$59,395.70
				0.00
				0.00
				0.00
	TOTAL	\$37,163.00	\$22,232.70	\$59,395.70

APPROPRIATION

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
1242-02331-5303401	Contracted Services	36,791.00	22,232.70	\$59,023.70
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	\$36,791.00	\$22,232.70	\$59,023.70

ADOPTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

BY: Trica D. Moore
County Attorney's Office 4/18/07
(Approved as to Form and Legal Sufficiency)

Attest: _____
KAREN NICOLAI
Clerk

By: _____
Chairperson

Office of Management and Budget use only:

Fund Number: 1242

Dept. Number: 90800

Div. No. 02331

Verified by:

Date:

Approved by:

Date:

R2007-1037

**HERNANDO COUNTY
OFFICE OF MANAGEMENT & BUDGET
AGENDA MEMORANDUM**

To: Honorable Chairperson and Members, Board of County Commissioners

Via: Gary W. Kuhl, County Administrator 

From: George W. Zoettlein, Director, Office of Management and Budget 

Subject: Additional Revenue for Legal Aid Program

Date: April 24, 2007

BRIEF OVERVIEW:

As per the contract for Community Legal Services of Mid-Florida, Inc., Hernando County is required to pay for these services up to a prescribed amount. Funds are collected in Fund #1242, Additional Court Costs, per State Statute 939.185. Any revenue collected over this amount is also required to be paid to the agency. At the close of fiscal year 2006 (September 30, 2006) additional funds had been collected but not turned over to the agency. The attached budget resolution recognizes these funds in fiscal year 2007 so they can be paid to the agency.

BUDGET IMPACT:

Increase Fiscal Year 2007 budget by \$22,232.70

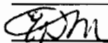
LEGAL IMPACT:

Board of County Commissioners is authorized to act on this matter per Chapter 129.06, Florida Statutes.

STAFF RECOMMENDATION:

Staff recommends the Board approve the attached budget resolution.

ADMINISTRATIVE REVIEW:

____ Reviewed
____ See Attached Memo
 County Attorney's Review

"MINUTES OF"

APR 24 2007

CONSENT
AGENDA ITEM

1.

RESOLUTION NO.: 2007- 126

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
1242-3489220	Court Costs - Legal Aid	37,163.00	22,232.70	\$59,395.70
				0.00
				0.00
				0.00
	TOTAL	\$37,163.00	\$22,232.70	\$59,395.70

APPROPRIATION

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
1242-02331-5303401	Contracted Services	36,791.00	22,232.70	\$59,023.70
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	\$36,791.00	\$22,232.70	\$59,023.70

ADOPTED this 24th day of April, 2007.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

BY: Trica D. Moore
County Administrator
(Approved as to Form and Legal Sufficiency)
4/18/07

Attest: BAREN NICOLAI
CLERK

By: [Signature]
Chairperson

Office of Management and Information Systems

Fund Number: 1242

Dept. Number: 90600

Div. No. 02331

Verified by:

Date:

Approved by:

Date:

R2007-1037

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE
WATER AND SEWER DISTRICT BOARD

VIA: GARY W, KUHL, COUNTY ADMINISTRATOR 

FROM: JAMES D. GANTT, CPPO, C.P.M., DIRECTOR
PURCHASING AND CONTRACTS DEPARTMENT

DATE: APRIL 11, 2007

SUBJECT: AERIAL WAY FORCE MAIN PROJECT
SOLICITATION NO. 07-049

Brief

Overview: The Hernando County Utilities Department prepared contract documents for the Aerial Way Force Main Project. The scope of work includes construction of approximately 3,064 lineal feet of 16-inch force main along Aerial Way; and, force main realignment from Spring Hill Drive to Corporate Boulevard.

Budget

Impact: Funding is available in line item account 07211-5666515.

 Reviewed

Legal

Impact: In accordance with Part II, Chapter 2, Article V, Hernando County Code of Ordinances.

 Reviewed

LR No. 07-140

RECOMMENDED

ACTION: Staff recommends that the Board award the bid for the Aerial Way Force Project to Commercial Industrial Corp. in the total amount of \$341,579.06. Commercial Industrial Corp., submitted the lowest, responsive bid. The Utilities Department and Purchasing and Contracts concur on this recommendation.

CONSENT
AGENDA ITEM 2.

TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisements, posted the advertisement on the County's website and mailed Invitations for Bid to prospective vendors to procure bids for the Aerial Way Force Main project. The following is a summary of responses received.

BIDDERS	TOTAL BID AMOUNT
Commercial Industrial Corp. Reddick, Florida	\$341,579.06
Contech Construction Group LLC Hernando Beach, Florida	\$373,600.43
Lyric Services, Inc. Brooksville, Florida	\$389,054.00
Adkins Contracting, Inc. Ruskin, Florida	\$394,555.45
Pospiech Contracting, Inc. Inverness, Florida	\$414,564.01
Marion Rock, Inc. Ocala, Florida	\$423,854.20
GWP Construction, Inc. Anthony, Florida	\$431,892.10
Coastal Underground Services, Inc. Crystal River, Florida	\$449,306.00
CI Contracting, Inc. Novi, Michigan	\$467,199.00
Carl Hankins, Inc. Tampa, Florida	\$569,429.40
DAB Constructors, Inc. Inglis, Florida	\$670,000.00

EVALUATION OF BIDS

Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contracts in accordance with the terms, conditions and specifications required. Bid responses were reviewed and evaluated by the Utilities Department and Purchasing and Contracts. Staff has determined that Commercial Industrial Corp. of Reddick, Florida, submitted the lowest responsive, responsible bid.

/BH

MEMORANDUM

RECEIVED
CENTRAL PURCHASING
07 APR 11 PM 2:05

To: James Gantt, Purchasing Director
Purchasing & Contracts

Thru: Dale Ravencraft, Assistant Utilities Director *KDR*
Utilities Department

From: Mark Morgan, P.E. *MM*
Utilities Department

Date: April 10, 2007

Subject: Aerial Way Force Main Project
Solicitation No. 07-049

Please prepare an agenda item to the Board recommending approval of Commercial Industrial Group, LLC, in the amount of \$341,579 for the subject project.

Funding for the subject project will come from account number 07211-5666515.

If you have any questions please call me at 540-4368, Ext.35151. Thank you for your assistance.

**HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828**

**BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN**

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

BIDDERS											
				Commercial Industrial Corp 11810 NW 115th Ave. Reddick, FL 34666 Man C. Rudniak, President		Contech Construction Group L.L.C. 4486 Gulfstream Hernando Beach, FL 34607 Greg Cecil, Chief Manager		Lyric Services, Inc. 21441 Lake Lindsey Rd Brooksville, FL 34601 R. L. (Rick) Daniel, Vice President		Adkins Contracting, Inc. P.O. Box 189 Ruskin, FL 33575 Jackie Dean Adkins, President	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	Mobilization & Demobilization	1	LS	\$9,384.00	\$9,384.00	\$22,656.00	\$22,656.00	\$22,937.00	\$22,937.00	\$11,150.00	\$11,150.00
2.0	Maintenance of Traffic	1	LS	\$6,500.00	\$6,500.00	\$826.00	\$826.00	\$700.00	\$700.00	\$2,618.00	\$2,618.00
3.0	Sewer Force Main										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	1064	LF	\$35.51	\$108,802.64	\$40.95	\$125,470.80	\$35.75	\$109,538.00	\$64.75	\$198,394.00
3.2	16" Dia. PVC C-905 DR18 @ Ex. Parking Lot, Sta. 103+45 to Sta. 104+80	135	LF	\$32.00	\$4,320.00	\$36.69	\$7,653.15	\$50.00	\$6,750.00	\$42.00	\$5,670.00
3.3	16" Dia. PVC C-905 DR18 @ Future DRA, Sta. 115+95 to Sta. 123+75	925	LF	\$31.52	\$29,156.00	\$68.03	\$62,927.75	\$67.00	\$61,975.00	\$42.00	\$38,850.00
3.4	Connection to Existing 10" FM @ Sta. 100+44 ±	1	LS	\$2,612.00	\$2,612.00	\$1,519.96	\$1,519.96	\$25,000.00	\$25,000.00	\$3,942.00	\$3,942.00
3.5	Connection to Existing 2" FM @ Sta. 102+58 ±	1	LS	\$1,514.00	\$1,514.00	\$267.42	\$267.42	\$1,600.00	\$1,600.00	\$2,177.00	\$2,177.00
3.6	Connection to Existing 8" FM @ Sta. 126+17 ±	1	LS	\$2,560.58	\$2,560.58	\$1,082.76	\$1,082.76	\$6,900.00	\$6,900.00	\$2,765.00	\$2,765.00
4.0	Sewer Force Main Fittings and Appurtenances										
4.1	Combination 4" Gate-Check Valve and Vault Assembly Complete	1	EA	\$5,357.00	\$5,357.00	\$4,695.09	\$4,695.09	\$6,600.00	\$6,600.00	\$3,913.00	\$3,913.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	\$9,195.40	\$18,390.80	\$9,045.04	\$18,090.08	\$9,150.00	\$18,300.00	\$7,420.00	\$14,840.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	\$158.23	\$474.69	\$187.12	\$561.36	\$230.00	\$690.00	\$218.00	\$654.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	\$5,402.00	\$54,020.00	\$4,417.70	\$44,177.00	\$4,000.00	\$40,000.00	\$2,202.00	\$22,020.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	\$3,108.00	\$12,432.00	\$2,221.04	\$8,884.16	\$2,000.00	\$8,000.00	\$2,202.00	\$8,808.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	\$2,243.75	\$2,243.75	\$1,621.06	\$1,621.06	\$1,500.00	\$1,500.00	\$1,906.00	\$1,906.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	\$2,244.98	\$4,489.96	\$1,621.06	\$3,242.12	\$1,500.00	\$3,000.00	\$1,906.00	\$3,812.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	\$2,379.81	\$2,379.81	\$1,806.45	\$1,806.45	\$1,600.00	\$1,600.00	\$2,041.00	\$2,041.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	\$1,147.76	\$5,738.80	\$760.70	\$3,803.50	\$685.00	\$3,425.00	\$1,804.00	\$9,020.00
4.10	6" Dia. 45 Deg. M.J. Bend	1	EA	\$681.58	\$681.58	\$429.35	\$429.35	\$370.00	\$370.00	\$508.00	\$508.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	\$860.06	\$860.06	\$514.37	\$514.37	\$460.00	\$460.00	\$595.00	\$595.00
4.12	16"x 16"x 16" M.J. Wye	1	EA	\$7,582.31	\$7,582.31	\$6,686.14	\$6,686.14	\$6,000.00	\$6,000.00	\$6,948.00	\$6,948.00
4.13	16"x 16"x 10" M.J. Wye	1	EA	\$6,178.78	\$6,178.78	\$5,373.20	\$5,373.20	\$4,775.00	\$4,775.00	\$5,549.00	\$5,549.00
4.14	16"x 16"x 8" M.J. Wye	1	EA	\$5,929.34	\$5,929.34	\$5,145.02	\$5,145.02	\$4,565.00	\$4,565.00	\$5,316.00	\$5,316.00
4.15	16"x 16"x 6" M.J. Wye	1	EA	\$5,839.00	\$5,839.00	\$5,058.91	\$5,058.91	\$4,400.00	\$4,400.00	\$5,310.00	\$5,310.00
4.16	16"x 12" M.J. Reducer	1	EA	\$2,364.30	\$2,364.30	\$1,526.65	\$1,526.65	\$1,400.00	\$1,400.00	\$1,784.00	\$1,784.00
4.17	12"x 8" M.J. Reducer	1	EA	\$1,302.48	\$1,302.48	\$861.66	\$861.66	\$770.00	\$770.00	\$984.00	\$984.00
4.18	6"x 4" M.J. Reducer	1	EA	\$660.00	\$660.00	\$407.99	\$407.99	\$350.00	\$350.00	\$473.00	\$473.00
4.19	4"x 2" M.J. Reducer	1	EA	\$449.16	\$449.16	\$373.18	\$373.18	\$300.00	\$300.00	\$330.00	\$330.00
5.0	Miscellaneous										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops. Restore To Pre-Construction Condition	1	LS	\$2,219.55	\$2,219.55	\$7,156.70	\$7,156.70	\$3,500.00	\$3,500.00	\$5,442.00	\$5,442.00
5.2	Salvage Existing Air Release Valve	2	EA	\$1,084.08	\$2,168.16	\$236.00	\$472.00	\$100.00	\$200.00	\$617.00	\$1,234.00
5.3	Existing 2" FM Conflict Resolution	1	EA	\$3,184.97	\$3,184.97	\$236.00	\$236.00	\$100.00	\$100.00	\$1,088.00	\$1,088.00
5.4	Existing 8" FM Conflict Resolution	1	EA	\$3,184.97	\$3,184.97	\$708.00	\$708.00	\$100.00	\$100.00	\$1,088.00	\$1,088.00
5.5	Parking Lot Seal Coating and Restriping	1065	SY	\$4.05	\$4,313.25	\$2.66	\$2,832.90	\$2.60	\$2,769.00	\$4.53	\$4,824.45
5.6	Unsuitable Material Removal	50	CY	\$7.80	\$390.00	\$4.72	\$236.00	\$1.00	\$50.00	\$6.90	\$345.00
5.7	Additional Select Fill Material	50	CY	\$11.42	\$571.00	\$7.39	\$369.50	\$1.00	\$50.00	\$6.90	\$345.00
5.8	Additional Concrete	20	CY	\$256.19	\$5,123.80	\$187.18	\$3,743.60	\$220.00	\$4,400.00	\$109.00	\$2,180.00
5.9	Additional Sodding	1000	SY	\$2.43	\$2,430.00	\$2.12	\$2,120.00	\$1.75	\$1,750.00	\$0.40	\$400.00
5.10	Additional Seed and Mulch	1200	SY	\$0.61	\$732.00	\$0.30	\$360.00	\$0.40	\$480.00	\$0.10	\$120.00
5.11	16" X 16" X 16" TEE	1	EA	\$3,896.68	\$3,896.68	\$6,567.00	\$6,567.00	\$1,700.00	\$1,700.00	\$2,943.00	\$2,943.00
5.12	16" X 12" Reducer	2	EA	\$2,059.57	\$4,119.14	\$2,726.78	\$5,453.56	\$1,390.00	\$2,780.00	\$2,072.00	\$4,144.00
5.13	Connection to Existing 12" FM @ STA. 112 ±	1	LS	\$1,905.38	\$1,905.38	\$2,122.53	\$2,122.53	\$26,500.00	\$26,500.00	\$5,119.00	\$5,119.00
5.14	16" X 16" X 4" TEE	1	EA	\$3,579.16	\$3,579.16	\$4,940.83	\$4,940.83	\$1,950.00	\$1,950.00	\$4,400.00	\$4,400.00
5.15	4" Gate Valve	1	EA	\$1,537.96	\$1,537.96	\$620.68	\$620.68	\$900.00	\$900.00	\$506.00	\$506.00
TOTAL BID AMOUNT					\$341,579.06		\$373,600.43	Est errors corrected	\$389,054.00	Est error corrected	\$394,505.45

**HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828**

**BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN**

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

BIDDERS			Pospich Contracting, Inc. 201 South Atopka Ave. Inverness, FL 34450 Michael A. Hartman, Vice President			Marion Rock, Inc. 5979 SE Maricamp Rd. Ocala, FL 34472 James T. Bourwell, President			GWP Construction, Inc. PO Box 190 Anthony, FL 33617 Gary W. Pauley, President			Coastal Underground Services, Inc. 2190 N. Crede Ave. Crystal River, FL 34428 Mitchell Twardosky, President		
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1.0	Mobilization & Demobilization	1	LS	\$45,000.00	\$45,000.00	\$25,498.75	\$25,498.75	\$40,075.00	\$40,075.00	\$19,902.00	\$19,902.00			
2.0	Maintenance of Traffic	1	LS	\$5,800.00	\$5,800.00	\$2,500.00	\$2,500.00	\$967.00	\$967.00	\$4,580.00	\$4,580.00			
3.0	Sewer Force Main													
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	\$46.29	\$141,832.56	\$45.30	\$138,799.20	\$47.40	\$145,233.60	\$58.00	\$177,712.00			
3.2	16" Dia. PVC C-905 DR18 w/ Ex. Parking Lot, Sta. 103+45 to Sta. 104+90	135	LF	\$43.17	\$5,827.95	\$63.00	\$8,505.00	\$58.00	\$7,830.00	\$51.00	\$6,885.00			
3.3	16" Dia. PVC C-905 DR18 w/ Future DRA, Sta. 115+95 to Sta. 123+75	925	LF	\$41.65	\$38,526.25	\$65.60	\$60,680.00	\$69.35	\$64,148.75	\$59.00	\$54,575.00			
3.4	Connection to Existing 10" FM w/ Sta. 100+44 ±	1	LS	\$5,800.00	\$5,800.00	\$2,100.00	\$2,100.00	\$2,136.00	\$2,136.00	\$8,900.00	\$8,900.00			
3.5	Connection to Existing 2" FM w/ Sta. 102+58 ±	1	LS	\$1,100.00	\$1,100.00	\$1,120.00	\$1,120.00	\$622.00	\$622.00	\$665.00	\$665.00			
3.6	Connection to Existing 8" FM w/ Sta. 126+17 ±	1	LS	\$2,000.00	\$2,000.00	\$1,860.00	\$1,860.00	\$10,256.00	\$10,256.00	\$3,925.00	\$3,925.00			
4.0	Sewer Force Main Fittings and Appurtenances													
4.1	Combination 4" Gate Check Valve and Vault Assembly Complete	1	EA	\$3,800.00	\$3,800.00	\$11,500.00	\$11,500.00	\$3,517.00	\$3,517.00	\$4,090.00	\$4,090.00			
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	\$8,900.00	\$17,800.00	\$10,250.00	\$20,500.00	\$8,794.00	\$17,588.00	\$10,400.00	\$20,800.00			
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	\$250.00	\$750.00	\$340.00	\$1,020.00	\$142.00	\$426.00	\$190.00	\$570.00			
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	\$4,900.00	\$49,000.00	\$5,660.00	\$56,600.00	\$4,995.00	\$49,950.00	\$4,925.00	\$49,250.00			
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	\$2,500.00	\$10,000.00	\$3,760.00	\$15,040.00	\$2,000.00	\$8,000.00	\$2,150.00	\$8,600.00			
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	\$2,000.00	\$2,000.00	\$2,025.00	\$2,025.00	\$1,858.00	\$1,858.00	\$1,950.00	\$1,950.00			
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	\$2,000.00	\$4,000.00	\$2,025.00	\$4,050.00	\$1,858.00	\$3,716.00	\$1,950.00	\$3,900.00			
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	\$2,100.00	\$2,100.00	\$2,200.00	\$2,200.00	\$1,984.50	\$1,984.50	\$2,090.00	\$2,090.00			
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	\$1,900.00	\$9,500.00	\$1,500.00	\$7,500.00	\$1,640.00	\$8,200.00	\$1,885.00	\$9,425.00			
4.10	8" Dia. 45 Deg. M.J. Bend	1	EA	\$430.00	\$430.00	\$580.00	\$580.00	\$423.00	\$423.00	\$500.00	\$500.00			
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	\$600.00	\$600.00	\$690.00	\$690.00	\$544.00	\$544.00	\$645.00	\$645.00			
4.12	16" x 16" x 16" M.J. Wye	1	EA	\$7,400.00	\$7,400.00	\$8,300.00	\$8,300.00	\$6,851.00	\$6,851.00	\$6,763.00	\$6,763.00			
4.13	16" x 16" x 10" M.J. Wye	1	EA	\$5,900.00	\$5,900.00	\$6,650.00	\$6,650.00	\$5,449.00	\$5,449.00	\$5,450.00	\$5,450.00			
4.14	16" x 16" x 8" M.J. Wye	1	EA	\$5,600.00	\$5,600.00	\$6,360.00	\$6,360.00	\$5,015.00	\$5,015.00	\$5,225.00	\$5,225.00			
4.15	16" x 16" x 6" M.J. Wye	1	EA	\$5,500.00	\$5,500.00	\$6,250.00	\$6,250.00	\$5,238.00	\$5,238.00	\$4,950.00	\$4,950.00			
4.16	16" x 12" M.J. Reducer	1	EA	\$1,800.00	\$1,800.00	\$1,930.00	\$1,930.00	\$1,650.00	\$1,650.00	\$1,510.00	\$1,510.00			
4.17	12" x 8" M.J. Reducer	1	EA	\$800.00	\$800.00	\$1,080.00	\$1,080.00	\$841.00	\$841.00	\$790.00	\$790.00			
4.18	6" x 4" M.J. Reducer	1	EA	\$400.00	\$400.00	\$550.00	\$550.00	\$380.00	\$380.00	\$460.00	\$460.00			
4.19	4" x 2" M.J. Reducer	1	EA	\$200.00	\$200.00	\$400.00	\$400.00	\$202.00	\$202.00	\$285.00	\$285.00			
5.0	Miscellaneous													
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops. Restore To Pre-Construction Condition	1	LS	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$4,309.00	\$4,309.00	\$3,520.00	\$3,520.00			
5.2	Salvage Existing Air Release Valve	2	EA	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$575.00	\$1,150.00	\$420.00	\$840.00			
5.3	Existing 2" FM Conflict Resolution	1	EA	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$980.00	\$980.00			
5.4	Existing 8" FM Conflict Resolution	1	EA	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$662.00	\$662.00	\$1,107.00	\$1,107.00			
5.5	Parking Lot Seal Coating and Restriping	1065	SY	\$1.65	\$1,757.25	\$0.25	\$266.25	\$0.65	\$692.25	\$2.30	\$2,449.50			
5.6	Unsuitable Material Removal	50	CY	\$75.00	\$3,750.00	\$12.00	\$600.00	\$13.05	\$652.50	\$6.65	\$332.50			
5.7	Additional Select Fill Material	50	CY	\$15.00	\$750.00	\$12.00	\$600.00	\$20.65	\$1,032.50	\$18.00	\$900.00			
5.8	Additional Concrete	20	CY	\$175.00	\$3,500.00	\$264.00	\$5,280.00	\$500.00	\$10,000.00	\$170.00	\$3,400.00			
5.9	Additional Sodding	1000	SY	\$3.00	\$3,000.00	\$2.38	\$2,380.00	\$2.65	\$2,650.00	\$2.10	\$2,100.00			
5.10	Additional Seed and Mulch	1290	SY	\$0.70	\$903.00	\$0.45	\$580.50	\$0.40	\$516.00	\$0.75	\$967.50			
5.11	16" x 16" x 16" TEE	1	EA	\$3,900.00	\$3,900.00	\$3,520.00	\$3,520.00	\$3,672.00	\$3,672.00	\$3,920.00	\$3,920.00			
5.12	16" x 12" Reducer	2	EA	\$3,300.00	\$6,600.00	\$720.00	\$1,440.00	\$1,650.00	\$3,300.00	\$1,990.00	\$3,980.00			
5.13	Connection to Existing 12" FM w/ STA. 132 ±	1	LS	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$10,462.00	\$10,462.00	\$16,755.00	\$16,755.00			
5.14	16" x 16" x 4" TEE	1	EA	\$2,900.00	\$2,900.00	\$4,040.00	\$4,040.00	\$2,933.00	\$2,933.00	\$2,780.00	\$2,780.00			
5.15	4" Gate Valve	1	EA	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00	\$296.00	\$296.00	\$945.00	\$945.00			
TOTAL BID AMOUNT					\$414,664.01		\$423,854.20		\$431,892.10		\$449,306.00			

**HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828**

**BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN**

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

BIDDERS			CT Contracting, Inc. 28175 Haggerty Rd., Suite 142 Novi, MI 48377 Kevin Irwin, President			Carl Hankins, Inc. 14512 N. Nebraska Ave. Tampa, FL 33613-1429 Mrs. Tom Hankins-Castell, Exec. Vice President			DAB Constructors, Inc. PO Box 1589 Ingles, FL 34449 William J. Bachschmidt, Vice President		
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	Mobilization & Demobilization	1	LS	\$46,000.00	\$46,000.00	\$45,000.00	\$45,000.00	\$67,000.00	\$67,000.00		\$0.00
2.0	Maintenance of Traffic	1	LS	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$15,335.50	\$15,335.50		\$0.00
3.0	Sewer Force Main										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	\$56.00	\$171,584.00	\$53.20	\$163,004.80	\$88.00	\$269,632.00		\$0.00
3.2	16" Dia. PVC C-905 DR18 w/ Ex. Parking Lot, Sta. 103+45 to Sta. 104+80	135	LF	\$56.00	\$7,560.00	\$77.00	\$10,395.00	\$92.00	\$12,420.00		\$0.00
3.3	16" Dia. PVC C-905 DR18 w/ Future DRA, Sta. 115+95 to Sta. 121+75	925	LF	\$56.00	\$51,800.00	\$83.20	\$76,960.00	\$92.00	\$85,100.00		\$0.00
3.4	Connection to Existing 10" FM w/ Sta. 100+44 ±	1	LS	\$25,000.00	\$25,000.00	\$4,799.30	\$4,799.30	\$11,600.00	\$11,600.00		\$0.00
3.5	Connection to Existing 2" FM w/ Sta. 102+58 ±	1	LS	\$15,000.00	\$15,000.00	\$2,538.20	\$2,538.20	\$4,000.00	\$4,000.00		\$0.00
3.6	Connection to Existing 8" FM w/ Sta. 126+17 ±	1	LS	\$15,000.00	\$15,000.00	\$4,264.30	\$4,264.30	\$9,000.00	\$9,000.00		\$0.00
4.0	Sewer Force Main Fittings and Appurtenances										
4.1	Combination 4" Gate Check Valve and Vault Assembly Complete	1	EA	\$1,700.00	\$1,700.00	\$6,780.00	\$6,780.00	\$4,500.00	\$4,500.00		\$0.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	\$8,500.00	\$17,000.00	\$22,231.40	\$44,462.80	\$8,800.00	\$17,600.00		\$0.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	\$100.00	\$300.00	\$241.70	\$725.10	\$550.00	\$1,650.00		\$0.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	\$1,800.00	\$18,000.00	\$6,844.30	\$68,443.00	\$4,800.00	\$48,000.00		\$0.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	\$1,500.00	\$6,000.00	\$3,619.30	\$14,477.20	\$2,500.00	\$10,000.00		\$0.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	\$750.00	\$750.00	\$2,257.90	\$2,257.90	\$2,000.00	\$2,000.00		\$0.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	\$800.00	\$1,600.00	\$1,378.90	\$2,757.80	\$2,000.00	\$4,000.00		\$0.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	\$1,200.00	\$1,200.00	\$2,410.70	\$2,410.70	\$2,100.00	\$2,100.00		\$0.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	\$750.00	\$3,750.00	\$1,218.40	\$6,092.00	\$1,100.00	\$5,500.00		\$0.00
4.10	6" Dia. 45 Deg. M.J. Bend	1	EA	\$225.00	\$225.00	\$732.10	\$732.10	\$800.00	\$800.00		\$0.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	\$300.00	\$300.00	\$839.10	\$839.10	\$850.00	\$850.00		\$0.00
4.12	16" Dia. 16" M.J. Wye	1	EA	\$4,200.00	\$4,200.00	\$8,913.60	\$8,913.60	\$7,000.00	\$7,000.00		\$0.00
4.13	16" Dia. 16" M.J. Wye	1	EA	\$3,900.00	\$3,900.00	\$7,085.00	\$7,085.00	\$5,600.00	\$5,600.00		\$0.00
4.14	16" Dia. 16" M.J. Wye	1	EA	\$3,800.00	\$3,800.00	\$6,479.30	\$6,479.30	\$5,300.00	\$5,300.00		\$0.00
4.15	16" Dia. 16" M.J. Wye	1	EA	\$3,000.00	\$3,000.00	\$6,341.70	\$6,341.70	\$5,200.00	\$5,200.00		\$0.00
4.16	16" Dia. 12" M.J. Reducer	1	EA	\$850.00	\$850.00	\$2,398.00	\$2,398.00	\$1,800.00	\$1,800.00		\$0.00
4.17	12" Dia. 8" M.J. Reducer	1	EA	\$500.00	\$500.00	\$1,453.10	\$1,453.10	\$1,100.00	\$1,100.00		\$0.00
4.18	6" Dia. 4" M.J. Reducer	1	EA	\$200.00	\$200.00	\$709.20	\$709.20	\$800.00	\$800.00		\$0.00
4.19	4" Dia. 2" M.J. Reducer	1	EA	\$100.00	\$100.00	\$348.70	\$348.70	\$600.00	\$600.00		\$0.00
5.0	Miscellaneous										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops, Restore To Pre-Construction Condition	1	LS	\$9,500.00	\$9,500.00	\$4,100.00	\$4,100.00	\$4,900.00	\$4,900.00		\$0.00
5.2	Salvage Existing Air Release Valve	2	EA	\$350.00	\$700.00	\$7,500.00	\$15,000.00	\$2,200.00	\$4,400.00		\$0.00
5.3	Existing 2" FM Conflict Resolution	1	EA	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$3,300.00	\$3,300.00		\$0.00
5.4	Existing 8" FM Conflict Resolution	1	EA	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$4,700.00	\$4,700.00		\$0.00
5.5	Parking Lot Seal Coating and Restriping	1065	SY	\$2.00	\$2,130.00	\$3.00	\$3,195.00	\$4.50	\$4,792.50		\$0.00
5.6	Unsuitable Material Removal	50	CY	\$5.00	\$250.00	\$30.00	\$1,500.00	\$68.00	\$3,400.00		\$0.00
5.7	Additional Select Fill Material	50	CY	\$14.00	\$700.00	\$40.00	\$2,000.00	\$52.00	\$2,600.00		\$0.00
5.8	Additional Concrete	20	CY	\$85.00	\$1,700.00	\$500.00	\$10,000.00	\$650.00	\$13,000.00		\$0.00
5.9	Additional Sodding	1000	SY	\$3.00	\$3,000.00	\$5.00	\$5,000.00	\$4.00	\$4,000.00		\$0.00
5.10	Additional Seed and Mulch	1200	SY	\$1.00	\$1,200.00	\$2.00	\$2,400.00	\$0.85	\$1,020.00		\$0.00
5.11	16" X 16" X 16" TEE	1	EA	\$2,500.00	\$2,500.00	\$4,043.10	\$4,043.10	\$3,000.00	\$3,000.00		\$0.00
5.12	16" X 12" Reducer	2	EA	\$1,100.00	\$2,200.00	\$2,061.70	\$4,123.40	\$2,700.00	\$5,400.00		\$0.00
5.13	Connection to Existing 12" FM w/ STA. 132 ±	1	LS	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00		\$0.00
5.14	16" X 16" X 4" TEE	1	EA	\$2,000.00	\$2,000.00	\$3,400.00	\$3,400.00	\$3,000.00	\$3,000.00		\$0.00
5.15	4" Gate Valve	1	EA	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00		\$0.00
TOTAL BID AMOUNT					\$467,199.00		\$569,429.40		\$670,000.00		\$0.00

Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE
WATER AND SEWER DISTRICT BOARD

VIA: GARY W, KUHL, COUNTY ADMINISTRATOR 

FROM: JAMES D. GANTT, CPPO, C.P.M., DIRECTOR
PURCHASING AND CONTRACTS DEPARTMENT 

DATE: APRIL 11, 2007

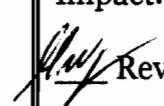
SUBJECT: AERIAL WAY FORCE MAIN PROJECT
SOLICITATION NO. 07-049

Brief

Overview: The Hernando County Utilities Department prepared contract documents for the Aerial Way Force Main Project. The scope of work includes construction of approximately 3,064 linear feet of 16-inch force main along Aerial Way; and, force main realignment from Spring Hill Drive to Corporate Boulevard.

Budget

Impact: Funding is available in line item account 07211-5666515.

 Reviewed

Legal

Impact: In accordance with Part II, Chapter 2, Article V, Hernando County Code of Ordinances.

 Reviewed

LR No. 07-140

RECOMMENDED

ACTION: Staff recommends that the Board award the bid for the Aerial Way Force Project to Commercial Industrial Corp. in the total amount of \$341,579.06. Commercial Industrial Corp., submitted the lowest, responsive bid. The Utilities Department and Purchasing and Contracts concur on this recommendation.

"MINUTES OF"

APR 24 2007

CONSENT
AGENDA ITEM 2.

TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisements, posted the advertisement on the County's website and mailed Invitations for Bid to prospective vendors to procure bids for the Aerial Way Force Main project. The following is a summary of responses received.

BIDDERS	TOTAL BID AMOUNT
Commercial Industrial Corp. Reddick, Florida	\$341,579.06
Contech Construction Group LLC Hernando Beach, Florida	\$373,600.43
Lyric Services, Inc. Brooksville, Florida	\$389,054.00
Adkins Contracting, Inc. Ruskin, Florida	\$394,555.45
Pospiech Contracting, Inc. Inverness, Florida	\$414,564.01
Marion Rock, Inc. Ocala, Florida	\$423,854.20
GWP Construction, Inc. Anthony, Florida	\$431,892.10
Coastal Underground Services, Inc. Crystal River, Florida	\$449,306.00
CI Contracting, Inc. Novi, Michigan	\$467,199.00
Carl Hankins, Inc. Tampa, Florida	\$569,429.40
DAB Constructors, Inc. Inglis, Florida	\$670,000.00

EVALUATION OF BIDS

Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contracts in accordance with the terms, conditions and specifications required. Bid responses were reviewed and evaluated by the Utilities Department and Purchasing and Contracts. Staff has determined that Commercial Industrial Corp. of Reddick, Florida, submitted the lowest responsive, responsible bid.

/BH

MEMORANDUM

RECEIVED
CENTRAL PURCHASING
07 APR 11 PM 2:05

To: James Gantt, Purchasing Director
Purchasing & Contracts

Thru: Dale Ravencraft, Assistant Utilities Director *KDR*
Utilities Department

From: Mark Morgan, P.E. *MM*
Utilities Department

Date: April 10, 2007

Subject: Aerial Way Force Main Project
Solicitation No. 07-049

Please prepare an agenda item to the Board recommending approval of Commercial Industrial Group, LLC, in the amount of \$341,579 for the subject project.

Funding for the subject project will come from account number 07211-5666515.

If you have any questions please call me at 540-4368, Ext.35151. Thank you for your assistance.

**HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828**

**BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN**

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

BIDDERS				Commercial Industrial Corp 31819 NW 115th Ave Ridgely, FL 32666 Alan C. Rudniak, President		Conorch Construction Group LLC 4406 Gulfstream Hernando Beach, FL 34607 Greg Cecil, Chief Manager		Lyric Services, Inc. 21441 Lake Lindsey Rd. Brooksville, FL 34601 R. L. (Rick) Daniel, Vice President		Adkins Contracting, Inc. P.O. Box 199 Runkin, FL 33575 Jackie Dean Adkins, President	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	Mobilization & Demobilization	1	LS	\$9,384.00	\$9,384.00	\$22,656.00	\$22,656.00	\$22,937.00	\$22,937.00	\$11,150.00	\$11,150.00
2.0	Maintenance of Traffic	1	LS	\$6,500.00	\$6,500.00	\$826.00	\$826.00	\$700.00	\$700.00	\$2,618.00	\$2,618.00
3.0	Sewer Force Main										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	1064	LF	\$35.51	\$108,802.64	\$40.95	\$125,470.80	\$35.75	\$109,538.00	\$64.75	\$198,394.00
3.2	16" Dia. PVC C-905 DR18 w/ Ex. Parking Lot, Sta. 101+45 to Sta. 104+80	135	LF	\$32.00	\$4,320.00	\$56.69	\$7,653.15	\$50.00	\$6,750.00	\$42.00	\$5,670.00
3.3	16" Dia. PVC C-905 DR18 w/ Future DRA, Sta. 115+95 to Sta. 123+75	925	LF	\$31.52	\$29,156.00	\$68.03	\$62,927.75	\$67.00	\$61,975.00	\$42.00	\$38,850.00
3.4	Connection to Existing 10" FM w/ Sta. 100+44 ±	1	LS	\$2,612.00	\$2,612.00	\$1,519.96	\$1,519.96	\$25,000.00	\$25,000.00	\$3,942.00	\$3,942.00
3.5	Connection to Existing 2" FM w/ Sta. 102+58 ±	1	LS	\$1,514.00	\$1,514.00	\$267.42	\$267.42	\$1,600.00	\$1,600.00	\$2,177.00	\$2,177.00
3.6	Connection to Existing 8" FM w/ Sta. 126+17 ±	1	LS	\$2,560.58	\$2,560.58	\$1,082.76	\$1,082.76	\$6,900.00	\$6,900.00	\$2,765.00	\$2,765.00
4.0	Sewer Force Main Fittings and Appurtenances										
4.1	Combination 4" Gate Check Valve and Vault Assembly Complete	1	EA	\$5,357.00	\$5,357.00	\$4,695.09	\$4,695.09	\$6,600.00	\$6,600.00	\$3,913.00	\$3,913.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	\$9,195.40	\$18,390.80	\$9,045.04	\$18,090.08	\$9,150.00	\$18,300.00	\$7,420.00	\$14,840.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	\$158.23	\$474.69	\$187.12	\$561.36	\$230.00	\$690.00	\$218.00	\$654.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	\$5,402.00	\$54,020.00	\$4,417.70	\$44,177.00	\$4,000.00	\$40,000.00	\$2,202.00	\$22,020.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	\$3,108.00	\$12,432.00	\$2,221.04	\$8,884.16	\$2,000.00	\$8,000.00	\$2,202.00	\$8,808.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	\$2,243.75	\$2,243.75	\$1,621.06	\$1,621.06	\$1,500.00	\$1,500.00	\$1,906.00	\$1,906.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	\$2,244.98	\$4,489.96	\$1,621.06	\$3,242.12	\$1,500.00	\$3,000.00	\$1,906.00	\$3,812.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	\$2,379.81	\$2,379.81	\$1,806.45	\$1,806.45	\$1,600.00	\$1,600.00	\$2,041.00	\$2,041.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	\$1,147.76	\$5,738.80	\$760.70	\$3,803.50	\$685.00	\$3,425.00	\$1,804.00	\$9,020.00
4.10	8" Dia. 45 Deg. M.J. Bend	1	EA	\$681.58	\$681.58	\$429.35	\$429.35	\$370.00	\$370.00	\$508.00	\$508.00
4.11	6" Dia. 45 Deg. M.J. Bend	1	EA	\$860.06	\$860.06	\$514.37	\$514.37	\$460.00	\$460.00	\$595.00	\$595.00
4.12	16" x 16" x 16" M.J. Wye	1	EA	\$7,582.31	\$7,582.31	\$6,686.14	\$6,686.14	\$6,000.00	\$6,000.00	\$6,948.00	\$6,948.00
4.13	16" x 16" x 10" M.J. Wye	1	EA	\$6,178.78	\$6,178.78	\$5,373.20	\$5,373.20	\$4,775.00	\$4,775.00	\$5,549.00	\$5,549.00
4.14	16" x 16" x 8" M.J. Wye	1	EA	\$5,929.34	\$5,929.34	\$5,145.02	\$5,145.02	\$4,565.00	\$4,565.00	\$5,316.00	\$5,316.00
4.15	16" x 16" x 6" M.J. Wye	1	EA	\$5,839.00	\$5,839.00	\$5,058.91	\$5,058.91	\$4,400.00	\$4,400.00	\$5,310.00	\$5,310.00
4.16	16" x 12" M.J. Reducer	1	EA	\$2,364.30	\$2,364.30	\$1,526.65	\$1,526.65	\$1,400.00	\$1,400.00	\$1,784.00	\$1,784.00
4.17	12" x 8" M.J. Reducer	1	EA	\$1,302.48	\$1,302.48	\$861.66	\$861.66	\$770.00	\$770.00	\$984.00	\$984.00
4.18	6" x 4" M.J. Reducer	1	EA	\$660.00	\$660.00	\$407.99	\$407.99	\$350.00	\$350.00	\$473.00	\$473.00
4.19	4" x 2" M.J. Reducer	1	EA	\$449.16	\$449.16	\$373.18	\$373.18	\$300.00	\$300.00	\$330.00	\$330.00
5.0	Miscellaneous										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops. Restore To Pre-Construction Condition	1	LS	\$2,219.55	\$2,219.55	\$7,156.70	\$7,156.70	\$3,900.00	\$3,900.00	\$5,442.00	\$5,442.00
5.2	Salvage Existing Air Release Valve	2	EA	\$1,084.08	\$2,168.16	\$236.00	\$472.00	\$100.00	\$200.00	\$617.00	\$1,234.00
5.3	Existing 2" FM Conflict Resolution	1	EA	\$3,184.97	\$3,184.97	\$236.00	\$236.00	\$100.00	\$100.00	\$1,088.00	\$1,088.00
5.4	Existing 8" FM Conflict Resolution	1	EA	\$3,184.97	\$3,184.97	\$708.00	\$708.00	\$100.00	\$100.00	\$1,088.00	\$1,088.00
5.5	Parking Lot Seal Coating and Restriping	1064	SY	\$4.05	\$4,313.25	\$2.66	\$2,832.90	\$2.60	\$2,769.00	\$4.53	\$4,824.45
5.6	Unsuitable Material Removal	50	CY	\$7.80	\$390.00	\$4.72	\$236.00	\$1.00	\$50.00	\$6.90	\$345.00
5.7	Additional Select Fill Material	40	CY	\$11.42	\$457.00	\$7.99	\$319.60	\$1.00	\$50.00	\$6.90	\$345.00
5.8	Additional Concrete	20	CY	\$256.19	\$5,123.80	\$187.18	\$3,743.60	\$220.00	\$4,400.00	\$109.00	\$2,180.00
5.9	Additional Soding	1000	SY	\$2.43	\$2,430.00	\$2.12	\$2,120.00	\$1.75	\$1,750.00	\$0.40	\$400.00
5.10	Additional Sand and Mulch	1200	SY	\$0.61	\$732.00	\$0.30	\$360.00	\$0.40	\$480.00	\$0.10	\$120.00
5.11	16" x 16" x 16" TEE	1	EA	\$3,896.68	\$3,896.68	\$6,567.00	\$6,567.00	\$1,700.00	\$1,700.00	\$2,943.00	\$2,943.00
5.12	16" x 12" Reducer	2	EA	\$2,059.57	\$4,119.14	\$2,726.78	\$5,453.56	\$1,350.00	\$2,700.00	\$2,072.00	\$4,144.00
5.13	Connection to Existing 12" FM w/ STA. 132 ±	1	LS	\$1,905.38	\$1,905.38	\$2,122.53	\$2,122.53	\$26,500.00	\$26,500.00	\$5,119.00	\$5,119.00
5.14	16" x 16" x 4" TEE	1	EA	\$3,579.16	\$3,579.16	\$4,940.83	\$4,940.83	\$1,950.00	\$1,950.00	\$4,400.00	\$4,400.00
5.15	4" Gate Valve	1	EA	\$1,537.96	\$1,537.96	\$620.68	\$620.68	\$900.00	\$900.00	\$506.00	\$506.00
TOTAL BID AMOUNT					\$341,579.06		\$373,600.43	Est errors corrected	\$389,054.00	Est error corrected	\$394,555.45

**HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828**

**BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN**

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

BIDDERS											
				Prosper Contracting, Inc. 201 South Apopka Ave. Tampa, FL 33610		Marion Rock, Inc. 5979 SE Manatee Rd. Ocala, FL 34472		GWP Construction, Inc. PO Box 190 Anthony, FL 32617		Coastal Underground Services, Inc. 2190 N. Cradle Ave. Crystal River, FL 34428	
				Michael A. Hartman, Vice President		James T. Boutwell, President		Gary W. Pauley, President		Mitchell Twardowski, President	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	Mobilization & Demobilization	1	LS	\$45,000.00	\$45,000.00	\$25,498.75	\$25,498.75	\$40,075.00	\$40,075.00	\$19,902.00	\$19,902.00
2.0	Maintenance of Traffic	1	LS	\$5,800.00	\$5,800.00	\$2,500.00	\$2,500.00	\$967.00	\$967.00	\$4,580.00	\$4,580.00
3.0	Sewer Force Main										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	1064	LF	\$46.29	\$141,832.56	\$45.30	\$138,799.20	\$47.40	\$145,233.60	\$58.00	\$177,712.00
3.2	16" Dia. PVC C-905 DR18 w/ Ex. Parking Lot, Sta. 103+45 to Sta. 104+80	135	LF	\$43.17	\$5,827.95	\$63.00	\$8,505.00	\$58.00	\$7,830.00	\$51.00	\$6,885.00
3.3	16" Dia. PVC C-905 DR18 w/ Future DRA, Sta. 115+95 to Sta. 123+75	925	LF	\$41.65	\$38,526.25	\$65.60	\$60,680.00	\$69.35	\$64,148.75	\$59.00	\$54,575.00
3.4	Connection to Existing 10" FM w/ Sta. 100+44 +	1	LS	\$5,800.00	\$5,800.00	\$2,100.00	\$2,100.00	\$2,136.00	\$2,136.00	\$8,900.00	\$8,900.00
3.5	Connection to Existing 22" FM w/ Sta. 102+58 +	1	LS	\$1,100.00	\$1,100.00	\$1,120.00	\$1,120.00	\$622.00	\$622.00	\$665.00	\$665.00
3.6	Connection to Existing 8" FM w/ Sta. 126+17 +	1	LS	\$2,000.00	\$2,000.00	\$1,860.00	\$1,860.00	\$10,256.00	\$10,256.00	\$3,925.00	\$3,925.00
4.0	Sewer Force Main Fittings and Appurtenances										
4.1	Combination 4" Gate Check Valve and Vault Assembly Complete	1	EA	\$3,800.00	\$3,800.00	\$11,500.00	\$11,500.00	\$3,517.00	\$3,517.00	\$4,090.00	\$4,090.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	\$8,900.00	\$17,800.00	\$10,250.00	\$20,500.00	\$8,794.00	\$17,588.00	\$10,400.00	\$20,800.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	\$250.00	\$750.00	\$340.00	\$1,020.00	\$142.00	\$426.00	\$190.00	\$570.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	\$4,900.00	\$49,000.00	\$5,660.00	\$56,600.00	\$4,595.00	\$45,950.00	\$4,925.00	\$49,250.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	\$2,500.00	\$10,000.00	\$3,760.00	\$15,040.00	\$2,000.00	\$8,000.00	\$2,150.00	\$8,600.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	\$2,000.00	\$2,000.00	\$2,025.00	\$2,025.00	\$1,858.00	\$1,858.00	\$1,950.00	\$1,950.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	\$2,000.00	\$4,000.00	\$2,025.00	\$4,050.00	\$1,858.00	\$3,716.00	\$1,950.00	\$3,900.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	\$2,100.00	\$2,100.00	\$2,200.00	\$2,200.00	\$1,984.50	\$1,984.50	\$2,090.00	\$2,090.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	\$1,900.00	\$9,500.00	\$1,900.00	\$9,500.00	\$1,640.00	\$8,200.00	\$1,885.00	\$9,425.00
4.10	8" Dia. 45 Deg. M.J. Bend	1	EA	\$430.00	\$430.00	\$580.00	\$580.00	\$423.00	\$423.00	\$500.00	\$500.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	\$600.00	\$600.00	\$690.00	\$690.00	\$544.00	\$544.00	\$645.00	\$645.00
4.12	16" Dia. 16" M.J. Wye	1	EA	\$7,400.00	\$7,400.00	\$8,300.00	\$8,300.00	\$6,851.00	\$6,851.00	\$6,763.00	\$6,763.00
4.13	16" Dia. 16" M.J. Wye	1	EA	\$5,900.00	\$5,900.00	\$6,650.00	\$6,650.00	\$5,449.00	\$5,449.00	\$5,450.00	\$5,450.00
4.14	16" Dia. 16" M.J. Wye	1	EA	\$5,600.00	\$5,600.00	\$6,360.00	\$6,360.00	\$5,015.00	\$5,015.00	\$5,225.00	\$5,225.00
4.15	16" Dia. 16" M.J. Wye	1	EA	\$5,900.00	\$5,900.00	\$6,250.00	\$6,250.00	\$5,238.00	\$5,238.00	\$4,950.00	\$4,950.00
4.16	16" Dia. 12" M.J. Reducer	1	EA	\$1,800.00	\$1,800.00	\$1,930.00	\$1,930.00	\$1,650.00	\$1,650.00	\$1,510.00	\$1,510.00
4.17	12" Dia. 8" M.J. Reducer	1	EA	\$800.00	\$800.00	\$1,080.00	\$1,080.00	\$841.00	\$841.00	\$790.00	\$790.00
4.18	8" Dia. 4" M.J. Reducer	1	EA	\$400.00	\$400.00	\$550.00	\$550.00	\$380.00	\$380.00	\$460.00	\$460.00
4.19	4" Dia. 2" M.J. Reducer	1	EA	\$200.00	\$200.00	\$400.00	\$400.00	\$202.00	\$202.00	\$285.00	\$285.00
5.0	Miscellaneous										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops. Restore To Pre-Construction Condition	1	LS	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$4,309.00	\$4,309.00	\$3,520.00	\$3,520.00
5.2	Salvage Existing Air Release Valve	2	EA	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$575.00	\$1,150.00	\$420.00	\$840.00
5.3	Existing 22" FM Conflict Resolution	1	EA	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$980.00	\$980.00
5.4	Existing 8" FM Conflict Resolution	1	EA	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$662.00	\$662.00	\$1,107.00	\$1,107.00
5.5	Parking Lot Seal Coating and Resurfacing	1064	SF	\$1.65	\$1,757.25	\$0.25	\$266.25	\$0.65	\$692.25	\$2.30	\$2,449.50
5.6	Unsuitable Material Removal	50	CY	\$75.00	\$3,750.00	\$12.00	\$600.00	\$13.05	\$652.50	\$6.65	\$332.50
5.7	Additional Select Fill Material	50	CY	\$15.00	\$750.00	\$12.00	\$600.00	\$20.65	\$1,032.50	\$18.00	\$900.00
5.8	Additional Concrete	20	CY	\$175.00	\$3,500.00	\$264.00	\$5,280.00	\$500.00	\$10,000.00	\$170.00	\$3,400.00
5.9	Additional Sodding	1000	SF	\$3.00	\$3,000.00	\$2.38	\$2,380.00	\$2.65	\$2,650.00	\$2.10	\$2,100.00
5.10	Additional Seed and Mulch	1200	SF	\$0.70	\$840.00	\$0.45	\$540.00	\$0.40	\$480.00	\$0.75	\$900.00
5.11	16" X 16" X 16" TEE	1	EA	\$3,900.00	\$3,900.00	\$3,520.00	\$3,520.00	\$3,672.00	\$3,672.00	\$3,920.00	\$3,920.00
5.12	16" X 12" Reducer	2	EA	\$3,300.00	\$6,600.00	\$720.00	\$1,440.00	\$1,650.00	\$3,300.00	\$1,990.00	\$3,980.00
5.13	Connection to Existing 12" FM w/ STA. 132 +	1	LS	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$10,462.00	\$10,462.00	\$16,755.00	\$16,755.00
5.14	16" X 16" X 4" TEE	1	EA	\$2,900.00	\$2,900.00	\$4,040.00	\$4,040.00	\$2,933.00	\$2,933.00	\$2,780.00	\$2,780.00
5.15	4" Gate Valve	1	EA	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00	\$296.00	\$296.00	\$945.00	\$945.00
TOTAL BID AMOUNT					\$414,564.01		\$423,854.20		\$431,852.10		\$449,306.00

**HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828**

**BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN**

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

BIDDERS			CT Contracting, Inc. 28175 Haggerty Rd., Suite 142 Novi, MI 48177 Kevin Irwin, President			Carl Hankins, Inc. 14512 N. Nebraska Ave. Tampa, FL 33613-1429 Mrs. Terri Hankins Contract, Exec. Vice President			DAB Contractors, Inc. PO Box 1589 Ingles, FL 34449 William F. Bachschmidt, Vice President			
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1.0	Mobilization & Demobilization	1	LS	\$45,000.00	\$46,000.00	\$45,000.00	\$45,000.00	\$67,000.00	\$67,000.00		\$0.00	
2.0	Maintenance of Traffic	1	LS	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$15,335.50	\$15,335.50		\$0.00	
3.0	Sewer Force Main											
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	\$56.00	\$171,984.00	\$53.20	\$163,004.80	\$88.00	\$269,632.00		\$0.00	
3.2	16" Dia. PVC C-905 DR18 w/ Ex. Parking Lot, Sta. 103+45 to Sta. 104+00	135	LF	\$56.00	\$7,560.00	\$77.00	\$10,395.00	\$92.00	\$12,420.00		\$0.00	
3.3	16" Dia. PVC C-905 DR18 w/ Future DRA, Sta. 115+95 to Sta. 123+75	925	LF	\$56.00	\$51,800.00	\$83.20	\$76,960.00	\$92.00	\$85,100.00		\$0.00	
3.4	Connection to Existing 10" FM w/ Sta. 100+44 +	1	LS	\$25,000.00	\$25,000.00	\$4,799.30	\$4,799.30	\$11,600.00	\$11,600.00		\$0.00	
3.5	Connection to Existing 22" FM w/ Sta. 102+58 +	1	LS	\$15,000.00	\$15,000.00	\$2,538.20	\$2,538.20	\$4,000.00	\$4,000.00		\$0.00	
3.6	Connection to Existing 8" FM w/ Sta. 126+17 +	1	LS	\$15,000.00	\$15,000.00	\$4,264.30	\$4,264.30	\$9,000.00	\$9,000.00		\$0.00	
4.0	Sewer Force Main Fittings and Appurtenances											
4.1	Combination 4" Gate Check Valve and Vault Assembly Complete	1	EA	\$1,700.00	\$1,700.00	\$6,780.00	\$6,780.00	\$4,500.00	\$4,500.00		\$0.00	
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	\$8,500.00	\$17,000.00	\$22,231.40	\$44,462.80	\$8,800.00	\$17,600.00		\$0.00	
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	\$100.00	\$300.00	\$241.70	\$725.10	\$550.00	\$1,650.00		\$0.00	
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	\$1,800.00	\$18,000.00	\$6,844.30	\$68,443.00	\$4,800.00	\$48,000.00		\$0.00	
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	\$1,500.00	\$6,000.00	\$3,619.30	\$14,477.20	\$2,500.00	\$10,000.00		\$0.00	
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	\$750.00	\$750.00	\$2,257.90	\$2,257.90	\$2,000.00	\$2,000.00		\$0.00	
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	\$800.00	\$1,600.00	\$1,378.90	\$2,757.80	\$2,000.00	\$4,000.00		\$0.00	
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	\$1,200.00	\$1,200.00	\$2,410.70	\$2,410.70	\$2,100.00	\$2,100.00		\$0.00	
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	\$750.00	\$3,750.00	\$1,218.40	\$6,092.00	\$1,100.00	\$5,500.00		\$0.00	
4.10	8" Dia. 45 Deg. M.J. Bend	1	EA	\$225.00	\$225.00	\$732.10	\$732.10	\$800.00	\$800.00		\$0.00	
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	\$300.00	\$300.00	\$839.10	\$839.10	\$850.00	\$850.00		\$0.00	
4.12	16" Dia. 16" M.J. Wye	1	EA	\$4,200.00	\$4,200.00	\$8,913.60	\$8,913.60	\$7,000.00	\$7,000.00		\$0.00	
4.13	16" Dia. 16" M.J. Wye	1	EA	\$3,900.00	\$3,900.00	\$7,085.00	\$7,085.00	\$5,600.00	\$5,600.00		\$0.00	
4.14	16" Dia. 16" M.J. Wye	1	EA	\$3,800.00	\$3,800.00	\$6,479.30	\$6,479.30	\$5,300.00	\$5,300.00		\$0.00	
4.15	16" Dia. 16" M.J. Wye	1	EA	\$3,000.00	\$3,000.00	\$6,341.70	\$6,341.70	\$5,200.00	\$5,200.00		\$0.00	
4.16	16" Dia. 12" M.J. Reducer	1	EA	\$850.00	\$850.00	\$2,398.00	\$2,398.00	\$1,800.00	\$1,800.00		\$0.00	
4.17	12" Dia. 8" M.J. Reducer	1	EA	\$500.00	\$500.00	\$1,453.10	\$1,453.10	\$1,100.00	\$1,100.00		\$0.00	
4.18	8" Dia. 4" M.J. Reducer	1	EA	\$200.00	\$200.00	\$709.20	\$709.20	\$800.00	\$800.00		\$0.00	
4.19	4" Dia. 2" M.J. Reducer	1	EA	\$100.00	\$100.00	\$348.70	\$348.70	\$800.00	\$800.00		\$0.00	
5.0	Miscellaneous											
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops, Restore To Pre-Construction Condition	1	LS	\$9,500.00	\$9,500.00	\$4,100.00	\$4,100.00	\$4,900.00	\$4,900.00		\$0.00	
5.2	Salvage Existing Air Release Valve	2	EA	\$350.00	\$700.00	\$7,500.00	\$15,000.00	\$2,200.00	\$4,400.00		\$0.00	
5.3	Existing 2" FM Conflict Resolution	1	EA	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$3,300.00	\$3,300.00		\$0.00	
5.4	Existing 8" FM Conflict Resolution	1	EA	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$4,700.00	\$4,700.00		\$0.00	
5.5	Parking Lot Seal Coating and Restriping	1065	SF	\$2.00	\$2,130.00	\$3.00	\$3,195.00	\$4.50	\$4,792.50		\$0.00	
5.6	Unsuitable Material Removal	50	CY	\$5.00	\$250.00	\$30.00	\$1,500.00	\$68.00	\$3,400.00		\$0.00	
5.7	Additional Select Fill Material	50	CY	\$14.00	\$700.00	\$40.00	\$2,000.00	\$52.00	\$2,600.00		\$0.00	
5.8	Additional Concrete	20	CY	\$85.00	\$1,700.00	\$500.00	\$10,000.00	\$650.00	\$13,000.00		\$0.00	
5.9	Additional Seeding	1000	SF	\$3.00	\$3,000.00	\$5.00	\$5,000.00	\$4.00	\$4,000.00		\$0.00	
5.10	Additional Seed and Mulch	1200	SF	\$1.00	\$1,200.00	\$2.00	\$2,400.00	\$0.85	\$1,020.00		\$0.00	
5.11	16" X 16" X 16" TEE	1	EA	\$2,500.00	\$2,500.00	\$4,043.10	\$4,043.10	\$3,000.00	\$3,000.00		\$0.00	
5.12	16" X 12" Reducer	2	EA	\$1,100.00	\$2,200.00	\$2,061.70	\$4,123.40	\$2,700.00	\$5,400.00		\$0.00	
5.13	Connection to Existing 12" FM w/ STA. 132 +	1	LS	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$12,900.00	\$12,900.00		\$0.00	
5.14	16" X 16" X 4" TEE	1	EA	\$2,000.00	\$2,000.00	\$3,400.00	\$3,400.00	\$3,000.00	\$3,000.00		\$0.00	
5.15	4" Gate Valve	1	EA	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00		\$0.00	
TOTAL BID AMOUNT						\$467,199.00		\$569,429.40		\$670,000.00		\$0.00

Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.

KW



Page 1 of 4
Contract No. 07-049
Contract Date: 4-24-07

WATER AND SEWER DISTRICT BOARD
HERNANDO COUNTY, FLORIDA
CONSTRUCTION AGREEMENT

AGREEMENT

made as of the ***TWENTY-FOURTH*** day of ***APRIL*** in the year of ***2007***

BETWEEN the Owner: **Water and Sewer District Board, Hernando County, Florida**

and the Contractor:

Commercial Industrial Corp.
11810 NW 115th Ave.
Reddick, FL 32686

Check Appropriate Line

☐ Individual
☐ Partnership
☒ Incorporated in the
State of FL

CONTRACT FOR: The Contractor shall perform all the Work required by the Contract documents for the **AERIAL WAY FORCE MAIN** project, in full accordance with the project drawings and as elaborated in the specifications.

LOCATION: Hernando County, Florida

CONSTRUCTION AGREEMENT

AMOUNT OF CONTRACT:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of: ***THREE HUNDRED FORTY-ONE THOUSAND, FIVE HUNDRED SEVENTY-NINE DOLLARS AND SIX CENTS (\$341,579.06).***

ADMINISTRATIVE DATA:

a. PROGRESS PAYMENTS:

Based upon Application for Payment submitted to the Construction Administrator (Professional) by the Contractor and Certificates for Payment issued by the Construction Administrator (Professional), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provide in the Contract Documents as follows:

Not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

Upon completion of fifty percent (50%) of the project, so defined as expenditure of fifty percent (50%) of the total cost of the project, not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

Upon Final Completion of the fifty percent (50%) of the Work, the CONTRACTOR may make application for payment of up to fifty percent (50%) of all retainage amount held by the COUNTY, and the COUNTY shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218, F.S. unless the COUNTY has grounds for withholding said payment.

Upon Final Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

CONTRACT DOCUMENTS:

This Contract entered into this date by the Water and Sewer District Board, hereinafter called the Owner, represented by the Chairman executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

1. Solicitation Package No. 07-049, including Project Specifications, Advertisement of Bid, Instructions to Bidders, General Conditions, Supplemental Conditions and Plans;
2. Addendum No. 1 dated March 28, 2007;
3. Commercial Industrial Corp.'s Bid Proposal dated April 4, 2007;
4. Performance and Payment Bond; and
5. Insurance Certification as Provided for in the Contract Documents.
6. All Supplementary Drawings issued after award of the Contract.
7. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

- a. Work to be started upon date of Official Notice to Proceed.
- b. Substantial completion shall be achieved not later than
SIXTY (60) consecutive calendar days from date of Official Notice to Proceed.
- c. Final completion shall be achieved not later than
THIRTY (30) consecutive calendar days from date of Substantial Completion.

CONSTRUCTION AGREEMENT

MISCELLANEOUS:

- a. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the COUNTY to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Construction Administrator (Professional).
- b. Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those conditions.
- c. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding to another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contract in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- d. Owner and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.



WATER AND SEWER DISTRICT BOARD HERNANDO COUNTY, FLORIDA

By


JEFF STABINS, CHAIRPERMAN

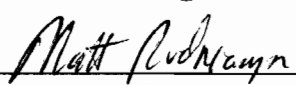
COMMERCIAL INDUSTRIAL CORP.

Witness



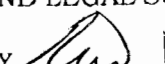
By


Signature

 Pres
Printed Name and Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

 5/9/07
County Attorney's Office

AGENDA MEMORANDUM

TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF
THE BOARD OF COUNTY COMMISSIONERS

VIA: GARY KUHL, COUNTY ADMINISTRATOR 

FROM: CHARLES G. MIXSON, P.E., COUNTY ENGINEER/
DIRECTOR OF PUBLIC WORKS 

SUBJECT: LAP AGREEMENT FOR DESIGN ACTIVITIES ON
DARBY LANE SIDEWALK PROJECT – FPN: 413290 1 38 01

DATE: April 10, 2007

BRIEF OVERVIEW:

A Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and Hernando County is presented to the Board of County Commissioners for approval and the Chairperson's signature.

BUDGET IMPACT:

The Florida Department of Transportation LAP Program will reimburse Hernando County up to \$117,738.00 for the design activities of constructing a 5' sidewalk along the western side of Darby Lane within the existing Right of Way for a distance of 3,500 feet in length (from Jefferson Street to Candlelight Boulevard).

LEGAL IMPACT:

The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statute.

RECOMMENDED ACTION:

Staff recommends the Board of County Commissioners approve and authorize the Chairperson to execute the attached LAP Agreement for the Darby Lane design activities, the attached Joint Participation Agreement and the attached Budget Resolution needed to establish the project budget.

ADMINISTRATIVE NOTE:

 Reviewed

_____ See attached memo

BACKGROUND

The Board of County Commissioners approved and authorized Hernando County's participation in the Florida Department of Transportation's Local Agency Program. The attached agreement provides up to \$117,738 reimbursement to Hernando County for the design activities phase of the Darby Lane Sidewalk Project. Design and construction costs are currently estimated at \$200,000. Funding can be found in line item 0011-34638-3314938 (Revenue) and 0011-34638-5616371 (Expenditures).

CONSENT
AGENDA ITEM 3.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and authorize the Chairperson to execute the attached LAP Agreement for the Darby Lane Sidewalk Project along with the Joint Participation Agreement and the attached Budget Resolution needed to establish the project budget.

Attachments:

LAP Agreement
Budget Resolution

cc: Gregg W. Sutton, P.E., Assistant County Engineer
Dennis Dix, Transportation Planning Coordinator
Steve Diez, Transportation Planner II
Chris Wert, P.E., Engineering Coordinator

Teresa Hill, Grants Coordinator
Cyndi Gambrel, DPW Finance Coordinator
Deborah Marengo, Grants Accountant

RESOLUTION NO.: 2007-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/Decrease</u>	<u>Amended Budget</u>
0011-34638-3314938	Fed Grant - LAP Darby Ln SW	0.00	117,738.00	\$117,738.00
				0.00
				0.00
				0.00
	TOTAL	\$0.00	\$117,738.00	\$117,738.00

APPROPRIATION

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/Decrease</u>	<u>Amended Budget</u>
0011-34638-5616371	Improv-Sidewalks	0.00	117,738.00	\$117,738.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	\$0.00	\$117,738.00	\$117,738.00

ADOPTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

BY:  kw 4/11/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

Attest: _____
KAREN NICOLAI
Clerk

By: _____
Chairperson

Office of Management and Budget use only:		Verified by: fh	Date: 4/10/07
Fund Number: 0011	Dept. Number: 94110	Approved by: 	Date: 
Div. No. 34638		R2007-1036	

RESOLUTION 2007-_____

WHEREAS, the Hernando County Board of County Commissioners (Agency) and the State of Florida Department of Transportation (Department) have agreed to participate jointly in the funding of the following project, to wit:

***Hernando County Public Works Darby Lane Sidewalk Improvement Project
FPN No. 413290 1 38 01 and;***

WHEREAS, the FDOT has agreed to funding as depicted in the Local Agency Program Agreement (attached) associated with the design activities of the Darby Lane Sidewalk Project for a maximum participation amount of \$117,738.

WHEREAS, the Department and Agency have agreed to enter into a Joint Participation Agreement in the form attached hereto:

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

SECTION 1. The execution by Hernando County Board of County Commissioners (Agency) of the Joint Participation Agreement is hereby approved and authorized.

SECTION 2. The Chairperson of the Hernando County Board of County Commissioners is hereby authorized to execute and sign the attached Joint Participation Agreement.

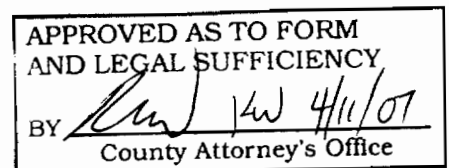
ADOPTED IN Regular Session this ____ th day of May, 2007, A.D.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

**ATTEST:
(SEAL)**

JEFF STABINS, CHAIRMAN

BY _____
**KAREN NICOLAI
CLERK OF CIRCUIT COURT**



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FPN: 413290 1 38 01	Fund: SE	FLAIR Approp: _____
Federal No: _____	Org Code: 55073060743	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>Hernando County (08)</u>	Contract No: _____	Vendor No: <u>F591155275-069</u>
Data Universal Number System (DUNS) No: 80-939-7102		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this _____ day of _____, 2007 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and HERNANDO COUNTY hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design activities of the Darby Lane Sidewalk Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A and B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

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If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 117,738. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- "(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

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contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

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The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

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Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

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5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

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8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will

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require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

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The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of this Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of this Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such

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claim as described in this paragraph. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days

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are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY HERNANDO COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: Chairman, Board of County Commissioners

By: _____
Name: Scott W. Collister, P.E., CPCM
Title: Director of Transportation Development

Attest: _____
Title: _____

Attest: _____
Title: _____

As to form:

As to form:

 kw 4/11/07

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 117,738.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 413290 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Hernando County.

Dated _____

PROJECT LOCATION:

The project is not on the National Highway System.

The project is not on the State Highway System.

PROJECT DESCRIPTION:

This project includes the design activities of the Darby Lane Sidewalk Project. The project provides for a five foot sidewalk along the western side of Darby Lane within the existing Right of Way for a distance of 3,500 feet in length.

SPECIAL CONSIDERATIONS BY THE AGENCY:

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement. For projects off the State Highway System, the Agency will submit design plans for review and approval at 60% and 100%. For projects on the State Highway System, the Agency will submit design plans for all project phases.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as a Type 1 or Programmatic CE project per FDOT's PD&E Manual. This documentation must be provided to the FDOT with submittal of Final Plans.

Should the Agency receive funding for the construction phase, it will not begin construction until the Department has reviewed and approved plans, executed a Supplemental Agreement with the Agency, obtained Federal Authorization and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency shall provide a project schedule to the Department which identifies major tasks, submittal and a completion date of the design activities of this project by May 1, 2007. If during project implementation it is determined that the project schedule cannot be met the Agency will notify the Department in writing prior to December 31, 2007, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis.

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action and the funding action from any other source with respect to the project.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

SPECIAL CONSIDERATION BY THE DEPARTMENT:

The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have sixty (60) working days to review and approve the goods and services submitted for payment.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Mr. Charles E. Mixson, P.E. Hernando County Engineer/DPW Director Department of Public Works 201 W. Summit Road Brooksville, FL 34601	FPN: 413290 1 38 01

PROJECT DESCRIPTION

Name: Darby Lane Sidewalk Project Length: 3,500 feet

Termini: Jefferson Street to Candlelight Boulevard

TYPE OF WORK By Fiscal Year		FUNDING		
		(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
Project Development & Environment (PD&E)	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2006-2007	117,738		117,738
	2007-2008			
	2008-2009			
	Total Design Cost	117,738		117,738
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2006-2007			
	2007-2008			
	2008-2009			
	2009-2010			
	Total Construction Cost			
Construction Engineering and Inspection (CEI)	2006-2007			
	2007-2008			
	2008-2009			
	Total CEI Cost			
	Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT		\$117,738		\$117,738

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

AGENDA MEMORANDUM

TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF
THE BOARD OF COUNTY COMMISSIONERS

VIA: GARY KUHL, COUNTY ADMINISTRATOR 

FROM: CHARLES G. MIXSON, P.E., COUNTY ENGINEER/
DIRECTOR OF PUBLIC WORKS 

SUBJECT: LAP AGREEMENT FOR DESIGN ACTIVITIES ON
DARBY LANE SIDEWALK PROJECT – FPN: 413290 1 38 01

DATE: April 10, 2007

BRIEF OVERVIEW:	A Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and Hernando County is presented to the Board of County Commissioners for approval and the Chairperson's signature.	
BUDGET IMPACT:		The Florida Department of Transportation LAP Program will reimburse Hernando County up to \$117,738.00 for the design activities of constructing a 5' sidewalk along the western side of Darby Lane within the existing Right of Way for a distance of 3,500 feet in length (from Jefferson Street to Candlelight Boulevard).
LEGAL IMPACT:		The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statute.
RECOMMENDED ACTION:	Staff recommends the Board of County Commissioners approve and authorize the Chairperson to execute the attached LAP Agreement for the Darby Lane design activities, the attached Joint Participation Agreement and the attached Budget Resolution needed to establish the project budget.	
ADMINISTRATIVE NOTE:	 Reviewed	See attached memo

BACKGROUND

The Board of County Commissioners approved and authorized Hernando County's participation in the Florida Department of Transportation's Local Agency Program. The attached agreement provides up to \$117,738 reimbursement to Hernando County for the design activities phase of the Darby Lane Sidewalk Project. Design and construction costs are currently estimated at \$200,000. Funding can be found in line item 0011-34638-3314938 (Revenue) and 0011-34638-5616371 (Expenditures).

CONSENT
AGENDA ITEM

3.

"MINUTES OF"
APR 24 2007

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and authorize the Chairperson to execute the attached LAP Agreement for the Darby Lane Sidewalk Project along with the Joint Participation Agreement and the attached Budget Resolution needed to establish the project budget.

Attachments:

LAP Agreement
Budget Resolution

cc: Gregg W. Sutton, P.E., Assistant County Engineer
Dennis Dix, Transportation Planning Coordinator
Steve Diez, Transportation Planner II
Chris Wert, P.E., Engineering Coordinator

Teresa Hill, Grants Coordinator
Cyndi Gambrel, DPW Finance Coordinator
Deborah Marenco, Grants Accountant

RESOLUTION 2007- 130

WHEREAS, the Hernando County Board of County Commissioners (Agency) and the State of Florida Department of Transportation (Department) have agreed to participate jointly in the funding of the following project, to wit:

***Hernando County Public Works Darby Lane Sidewalk Improvement Project
FPN No. 413290 1 38 01 and;***

WHEREAS, the FDOT has agreed to funding as depicted in the Local Agency Program Agreement (attached) associated with the design activities of the Darby Lane Sidewalk Project for a maximum participation amount of \$117,738.

WHEREAS, the Department and Agency have agreed to enter into a Joint Participation Agreement in the form attached hereto:

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

SECTION 1. The execution by Hernando County Board of County Commissioners (Agency) of the Joint Participation Agreement is hereby approved and authorized.

SECTION 2. The Chairperson of the Hernando County Board of County Commissioners is hereby authorized to execute and sign the attached Joint Participation Agreement.

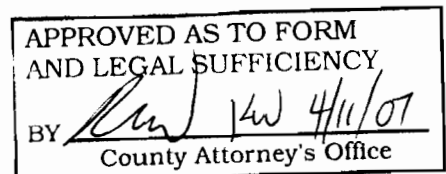
ADOPTED IN Regular Session this 24 ^{April}~~May~~ th day of ~~May~~, 2007, A.D.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

**ATTEST:
(SEAL)**

BY Karen Nicolai
**KAREN NICOLAI
CLERK OF CIRCUIT COURT**

Jeff Stabins
JEFF STABINS, CHAIRMAN



RESOLUTION NO.: 2007-131

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
0011-34638-3314938	Fed Grant - LAP Darby Ln SW	0.00	117,738.00	\$117,738.00
				0.00
				0.00
				0.00
	TOTAL	\$0.00	\$117,738.00	\$117,738.00

APPROPRIATION

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
0011-34638-5616371	Improv-Sidewalks	0.00	117,738.00	\$117,738.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	\$0.00	\$117,738.00	\$117,738.00

ADOPTED this 24th day of April, 2007.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

By:

Chairperson

County Attorney's Office
(Approved by the Board of Supervisors and Legal Sufficiency)

Atte

KAREN NICOLAI
Clerk

Office of Management and Budget use only:

Fund Number
Revised 9/28/05

Dept. Number: 94110

Div. No. 34638

Verified by: tlh

Date: 4/10/07

Approved by: 

Date: *March*

R2007-1036

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FPN: 413290 1 38 01	Fund: SE	FLAIR Approp: _____
Federal No: <u>888 7 349 A</u>	Org Code: 55073060743	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>Hernando County (08)</u>	Contract No: <u>AUS 10</u>	Vendor No: <u>F591155275-069</u>
Data Universal Number System (DUNS) No: 80-939-7102		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this 15TH day of MAY, 2007 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and HERNANDO COUNTY hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design activities of the Darby Lane Sidewalk Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A and B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

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If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 117,738. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- "(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

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The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

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Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

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5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will

require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

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The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of this Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of this Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such

claim as described in this paragraph. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days

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are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY HERNANDO COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name: Chairman, Board of County Commissioners
Title: Chairman, Board of County Commissioners

By: [Signature]
Name: Scott W. Collister, P.E., CPCM
Title: Director of Transportation Development

Attest: [Signature]
Title: SEAL

Attest: _____
Title: _____

As to form:

As to form:

[Signature] kw 4/11/07
Attorney

[Signature]
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "1"
SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 117,738.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 413290 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Hernando County.

Dated MAY 15, 2007

PROJECT LOCATION:

The project is not on the National Highway System.

The project is not on the State Highway System.

PROJECT DESCRIPTION:

This project includes the design activities of the Darby Lane Sidewalk Project. The project provides for a five foot sidewalk along the western side of Darby Lane within the existing Right of Way for a distance of 3,500 feet in length.

SPECIAL CONSIDERATIONS BY THE AGENCY:

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement. For projects off the State Highway System, the Agency will submit design plans for review and approval at 60% and 100%. For projects on the State Highway System, the Agency will submit design plans for all project phases.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as a Type 1 or Programmatic CE project per FDOT's PD&E Manual. This documentation must be provided to the FDOT with submittal of Final Plans.

Should the Agency receive funding for the construction phase, it will not begin construction until the Department has reviewed and approved plans, executed a Supplemental Agreement with the Agency, obtained Federal Authorization and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency shall provide a project schedule to the Department which identifies major tasks, submittal and a completion date of the design activities of this project by May 1, 2007. If during project implementation it is determined that the project schedule cannot be met the Agency will notify the Department in writing prior to December 31, 2007, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis.

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action and the funding action from any other source with respect to the project.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

SPECIAL CONSIDERATION BY THE DEPARTMENT:

The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have sixty (60) working days to review and approve the goods and services submitted for payment.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Mr. Charles E. Mixson, P.E. Hernando County Engineer/DPW Director Department of Public Works 201 W. Summit Road Brooksville, FL 34601	FPN: 413290 1 38 01

PROJECT DESCRIPTION

Name: Darby Lane Sidewalk Project Length: 3,500 feet

Termini: Jefferson Street to Candlelight Boulevard

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 Total Planning Cost			
Project Development & Environment (PD&E) 2006-2007 2007-2008 2008-2009 Total PD&E Cost			
Design 2006-2007 2007-2008 2008-2009 Total Design Cost	117,738		117,738
	117,738		117,738
Right-of-Way 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost			
Construction 2006-2007 2007-2008 2008-2009 2009-2010 Total Construction Cost			
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$117,738		\$117,738

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

April 16, 2007

MEMORANDUM

TO: *The Honorable Chairman and Members of the Board of County Commissioners*

VIA: *Gary Kuhl, County Administrator* 

FROM: *Donald Silvernell, Airport Director* 

SUBJECT: *Lease Termination with Rudolph and Asenath Rostel
Lease Agreement with K & V Real Estate, LLC
Lot 13, Airport Industrial Park, Unit I*

Brief Overview: The Hernando County Airport has had a Ground Lease Agreement with Rudolph and Asenath Rostel for Lot 13 of the Airport Industrial Park, Unit I since April 1, 1987. The Rostel's are selling their leasehold improvements to K & V Real Estate, LLC. K & V has requested a new lease using the current lease template as drafted by the County Attorney's Office. Approval of a new lease will require termination of the existing lease. Neither document will become effective until the sale of the leasehold improvements has occurred.

Budget Impact: The Airport's revenue will increase \$3,875 the first year with lease payment adjustments scheduled throughout the term of the lease.

 **Legal Impact:** Reviewed and approved for form and sufficiency by the County Attorney's Office.

Recommended It is requested that the Board of County Commissioners approve the lease termination with Rudolph and Asenath Rostel and the new lease with K & V Real Estate, LLC. for Lot 13 of the Airport Industrial Park, Unit I. It is also requested that the Board of County Commissioners authorize the Chairman's signature on the related documents.

Administrative Note:

_____ **Reviewed** _____ **See attached memo**

☐ **Issue is a quasi-judicial function of the Board and Exparte procedures apply.**

E:\Word\jcrain\bcc\agnlPLot13.doc

CONSENT
AGENDA ITEM

4.

TERMINATION OF LEASE AGREEMENT AND MUTUAL RELEASE

This Agreement is made and entered into as of this ____ day of April, 2007, by and between Hernando County, a political subdivision of the State of Florida ("**Lessor**") and Rudolph Rostel and Asenath Rostel, ("**Rostel**"), and the parties state:

WHEREAS, the **Lessor** and **Richard and Jeannine Fisher** entered into a certain ground lease dated January 1, 1984, recorded in Official Record Book 539 pages 1521 - 1528 of the Official Records of Hernando County, Florida (the "**Lease**") relative to certain real property legally described as:

Lot 13, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17 Pages 80 - 83, of the Public Records of Hernando County, Florida and with a street address of 16050 Aviation Loop Drive, Brooksville, Florida 34604 (the "**Property**"); and,

WHEREAS, the **Lessor** and **Rostel** entered into a certain assignment of said ground lease dated April 1, 1987, recorded in Official Record Book 646, pages 845 thru 846, of the public records of Hernando County, Florida; and,

WHEREAS, **Rostel** is presently current as to all rent, fees and obligations under the **Lease** and is not otherwise in default of any provision therein; and,

WHEREAS, **Rostel** has agreed to sell and transfer all of its rights, title and interest under the **Lease** and leasehold improvements thereon to K & V Real Estate, LLC ("**K & V**"); and,

WHEREAS, **K & V** desires to enter into a new ground lease agreement with the **Lessor** and **Rostel** is agreeable to terminating the **Lease** as provided herein; and,

WHEREAS, **Rostel** agrees to pay the **Lessor** all rent and fees current and prorated up to and including the day the **Lease** is terminated hereunder; and,

WHEREAS, terminating the **Lease** will be mutually beneficial to the parties herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the **Lessor** and **Rostel** agree as follows:

1. The above recitals are incorporated herein and made a part hereof.

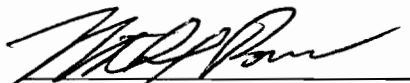
2. The **Lease** shall be deemed terminated and forever canceled effective upon the last date all of the following shall have occurred: (i) approval and execution of this Agreement by **Rostel** and the **Lessor**; (ii) the closing of the sale from **Rostel** to **K & V** conveying all of its right, title and interest under the **Lease** and the leasehold improvements thereon; (iii) the **Lessor** and **K & V** executing a new lease under mutually agreeable terms; and (iv) all rent and other fees due under the **Lease** have been paid current to the **Lessor** up to and including the date of termination hereunder. The foregoing events may take place consecutively or concurrently.
3. Upon the foregoing occurring, the **Lessor** and **Rostel** shall fully and forever release each other from said **Lease** and any and all disputes, claims, actions or causes thereunder or arising out of or related to said **Lease** but excluding violation of any applicable environmental law(s) if later found to have been committed, or contributed to, by **Rostel** during the term of the **Lease**.

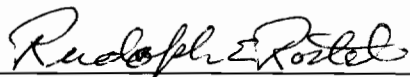
Witness our hands and seals upon the date stated below in Hernando County, Florida.

Witnessed:

Rudolph E. Rostel

(Lessee)

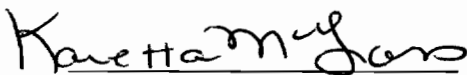

MICHAEL BERMAN

By:  4/17/07
Rudolph E. Rostel Date

Witnessed:

Asenath Rostel

(Lessee)



By:  4/17/07
Asenath Rostel Date

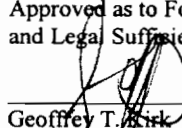
Attest:

Hernando County Board of County Commissioners
(Lessor)

Karen Nicolai
Clerk

By: _____
Jeff Stabins Date
Chairman

Approved as to Form
and Legal Sufficiency:

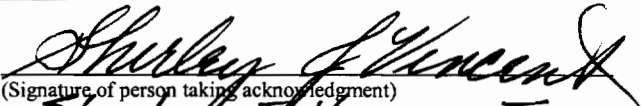
 4/17/07
Geoffrey T. Kirk
Assistant County Attorney

-ACKNOWLEDGMENTS ON NEXT PAGE-

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of April, 2007, by Rudolph E. Rostel (who is personally known to me) or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
 Shirley J. Vincent
Commission #DD639056
Expires: FEB. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.


(Signature of person taking acknowledgment)
Shirley J. VINCENT
(Name typed, printed or stamped)

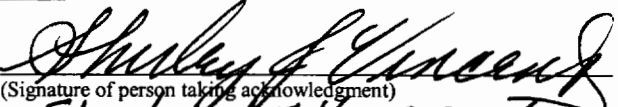
(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of April, 2007, by Asenath Rostel (who is personally known to me) or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
 Shirley J. Vincent
Commission #DD639056
Expires: FEB. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.


(Signature of person taking acknowledgment)
Shirley J. VINCENT
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

GROUND LEASE AGREEMENT

Airport Industrial Park

THIS IS A GROUND LEASE AGREEMENT dated as of ____ day of April, 2007 (the "Agreement") by and between HERNANDO COUNTY a public body corporate existing under the laws of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601 (hereinafter referred to as the "Lessor" or the "County") and K & V REAL ESTATE, LLC, a Florida Limited Liability Corporation, whose address is 7304 Royal Oak Drive, Spring Hill, FL, 34607 (hereinafter referred to as the "Lessee"), individually and collectively referred to as the "Party" or "Parties".

WITNESSETH

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

ARTICLE I - REPRESENTATIVES

1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: **Lessee's Representative** - **Lessee's** full-time employee or agent that the **Lessee** designates to the **Lessor** in writing, which for contract purposes at this time is Victoria Foust. **Lessor's Representative** - the Airport Director or such person that the **Lessor** designates by written notice delivered to the **Lessee**.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. **Lessor** leases the real property with a street address of 16050 Aviation Loop Drive, Brooksville, FL 34604, containing approximately 45,000 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "**Land**") to the **Lessee**, and the **Lessee** hereby leases the Land from the **Lessor** pursuant to the terms and conditions in this Agreement.

2.B. Improvements. **Lessee**, at **Lessee's** sole expense, is purchasing a facility containing approximately 4,500 square feet of interior floor space together with certain improvements (hereinafter collectively referred to as the "**Improvements**"). The Improvements were constructed in accordance with the building plans as approved by the **Lessor** and in accordance with all applicable building codes and standards and subject to all permitting requirements in effect at the time of construction.

2.C. Premises. The **Land** and the Improvements shall hereinafter collectively be referred to as "**Premises**".

2.D. Survey. No later than ninety (90) days from the Effective Date of this Agreement, the **Lessee**, at its option and sole expense, may obtain a Survey of the Land pursuant to the terms hereunder:

2.D.1. The survey shall be prepared by a Florida licensed land surveyor in accordance with Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, and shall be certified to the **Lessee** and to the Hernando County Board of County Commissioners (hereinafter referred to as the "**Survey**"). Upon receipt of the Survey, the **Lessee** shall promptly provide the **Lessor** with a signed duplicate original of same.

2.D.2. In the event there are any discrepancies between the description of the Land herein (**Exhibit "1"**) and the Survey, or the existence of any encroachments or other matters which would make the Land untenable or unsuitable for the **Lessee's** use, then the **Lessee** shall have fifteen (15) days from the date of the Survey in which to notify the **Lessor** in writing stating all such discrepancies with the Land discovered from said Survey. Within fifteen (15) days of receiving said notification, the **Lessor** shall advise the **Lessee** in writing of whether the **Lessor** is able to resolve same using diligent effort and within a reasonable amount of time or, failing which, that this Agreement shall be deemed rescinded and canceled and the **Lessor** shall refund the **Lessee** all deposits and advance payments.

2.D.3. This provision shall be the **Lessee's** sole and only remedy to contest any and all discrepancies with the size, layout or location of the **Land**, or any encroachments or other impediments thereon, or any other matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would otherwise disclose.

2.E. Due Diligence and Inspections. It is responsibility of the **Lessee**, at the **Lessee's** sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the **Lessee**, at the **Lessee's** sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the **Lessee**, the **Lessee** shall indemnify and hold harmless the **Lessor** for any damage or injury done to the Land, Airport property, or the property of others as a consequence of such inspection(s) and the **Lessee** shall promptly repair or have repaired in good workmanship manner such damage caused.

2.F. No Warranties or Representations. **Lessor** makes no warranties or representations to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no warranty or representation respecting the condition of the **Land**, or applicable zoning laws and regulations, or applicability of the uses contemplated by the **Lessee**, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.G. Acceptance of Land. **Lessee** further acknowledges it has had adequate opportunity to inspect the Land hereunder (as also referenced in **Exhibit "1"**) prior to entering into this **Agreement** or has made adequate provision herein. Accordingly, the taking of possession of the Land by the **Lessee** shall be conclusive evidence against the **Lessee** that the Land was in good and satisfactory condition when possession was so taken.

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following nonexclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

- * **Lessee** shall use the Land for light manufacturing, warehousing, distribution and associated offices. Article 30 of this lease must be complied with for all subleases.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the Land hereunder shall conform to the type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Director or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon the last date all of the following shall have occurred: (i) approval and execution of this Agreement by the **Lessee** and the **Lessor**; (ii) the closing of the sale from Rudolph and Asenath Rostel, the existing tenant, conveying all of its right, title and interest in the leasehold improvements on the Land to the **Lessee** herein; and (iii) Rudolph and Asenath Rostel and the **Lessor** mutually terminating their existing lease regarding the Land. The foregoing events taking place consecutively or concurrently.

4.B. Term. The lease term for this Agreement shall commence on the 7th day of May, 2007 and shall end on the anniversary date thirty (30) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional 10-year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Land Rent as provided for in **Sections 6.A.2 and 6.A.3** and adjustment of required insurance coverage as provided for in **Section 16.C** herein. In addition to the foregoing, if at the time of renewal, the Current Fair Market Value has not been attained (by virtue of the 5% cap limitations being applied over one or more years), then the Land Rent shall immediately be adjusted upward to equal the Current Fair Market Value (as defined in **Section 6.A.2** below). At the request of the **Lessee** the term of this lease may, subject to the regulations in effect at that time, be further extended under mutually agreeable lease provisions and conditions.

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

5.C. **Lessee** agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee's** business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. **Lessee** agrees to conduct its business in a proper and first-class manner at all times. **Lessee** further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. **Lessee** will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the **Lessee** agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the **Lessor**.

5.F. **Lessee** shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. **Lessee** shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee's** working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. **Lessee** shall pay to the **Lessor** the following Land Rent:

6.A.1. Land Rent. **Lessee** shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in **Section 6.A.2** herein. Land Rent shall be calculated as ten percent (10.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the **Lessor** if no Survey is obtained by the **Lessee**. The parties agree that the gross square footage of the Land for purposes herein is 45,000 square feet.

During the first five years of this Agreement, annual Land Rent shall be at **\$175** per square foot

6.A.2. Adjustment of Land Rent. Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal ten percent (10.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current

Fair Market Value"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may chose either value or may chose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day

of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars (\$500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid. The Lessor reserves the right to adjust this fee every five (5) years; provided, however, that any adjustment shall not exceed five (5%) percent of the preceding period.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. **Lessor** hereby grants permission to the **Lessee** to execute and deliver unto _____ [name of financial institution] a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to

the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor's** maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B.** **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee's** maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee's** obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1) Building Exterior.** Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. **(2) Landscaping.** The landscaping shall be maintained in a manner consistent with good horticultural practices, and free of unsightly conditions. **(3) Electrical Service and HVAC.** Keep area free of debris and foreign objects at all times. **(4) Parking Lots.** Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The Roofs shall be free of any leaks; **(2)** The HVACs system shall cool and heat properly; **(3)** The exterior paint shall be free of unsightly conditions; and **(4)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee's** maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee's** maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor's** notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee's** Premises. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee's** operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. Following completion of the construction of the **Lessee's** Improvements (per **Exhibit "2"** if applicable), the **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee's** plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor's** failure to either approve or disapprove the **Lessee's** plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee's** plans and specifications.

10.B. Conditions. If the **Lessee's** request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1)** **Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2)** **Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3)** **Lessee**

agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 11 - SURRENDER OF PREMISES

11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee's** expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee's** personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor's** sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee's** personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1)** the **Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2)** the conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor's** written notice to cease said business or acts; **(3)** the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4)** the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5)** the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6)** the **Lessee** abandons, deserts or vacates the Premises; **(7)** the divestiture of the **Lessee's** estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or **(8)** a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

12.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in

limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee's** behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor** relets the Premises, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor's** expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor's** acceptance of payments or other moneys following any event of default hereunder shall not be construed as the **Lessor's** waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for

construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

12.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: (1) the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; (2) the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

12.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 13 - NO LIENS

13. Lessee shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee's** possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee's** act or omission (excluding any Leasehold Mortgage and Security pursuant to **Article 7** herein). **Lessee's** Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. Lessee shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee's** occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The lessee's failure to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

ARTICLE 15 - INDEMNIFICATION

15.A. Lessee agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent

caused by the **Lessor's** gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 18.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee's** performance under this Agreement, the **Lessee's** use or occupancy of the Premises, the **Lessee's** acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

15.B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 16 - INSURANCE

16.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

16.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

16.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

16.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the **Lessee** under this Agreement or the use or occupancy of the Premises by, or on behalf of, the **Lessee** in connection with this Agreement. The minimum limits of liability insurance covering the **Lessee** under this Agreement shall be no less than \$1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

16.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented or otherwise demised by the **Lessor** to

the **Lessee** under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

16.B.4. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

16.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 16.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the **Lessee** will make the repairs immediately, at its own cost and expense.

17.B. Extensive Damage. In the event damages as referenced in **Section 17.A** shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the **Lessee** will make the repairs with due diligence, at its sole expense.

17.C. Complete Destruction. In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the **Lessee** shall fully restore the Premises within twelve (12) months or, pay to the **Lessor**, the **Lessee's** insurance payment equal to the replacement value of the Premises prior to the destruction.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

- 18.A.1.** The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,
- 18.A.2.** That is or becomes defined as a “hazardous waste”, “hazardous material”, “hazardous substance”, “pollutant” or “contaminant” under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,
- 18.A.3.** That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,
- 18.A.4.** The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,
- 18.A.5.** That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,
- 18.A.6.** That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,
- 18.A.7.** That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

18.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee's** operations on the Premises, the following:

- 18.B.1.** **Lessee** is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee's** operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.
- 18.B.2.** **Lessee** agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee's** operations. **Lessee** agrees to hold harmless and indemnify the **Lessor**

for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee's** violation or non-compliance.

18.B.3. Lessee agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

18.B.4. Lessee agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.5. Lessee agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee's** agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

18.C. General Conditions: Stormwater.

18.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises.

18.C.2. Lessee acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPS Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and

conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

18.C.3. Lessor will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

18.D. General Conditions: Solid and Hazardous Waste.

18.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

18.D.2. Lessee agrees to provide the **Lessor**, within ten (10) days after the **Lessor's** request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and material safety data sheets prepared or issued in connection with the **Lessee's** use of the Premises.

18.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

18.F. Environmental Inspection at End of Agreement Term.

18.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 18**.

18.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Premises, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

18.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

18.G. Lessor Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

18.H. Site Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee's** activities at or upon the Premises or under this Agreement.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such

monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - GOVERNMENTAL INCLUSIONS

20. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

ARTICLE 21 - NON-EXCLUSIVE

21. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) on other portions of Airport property. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 22 - RIGHT TO DEVELOP AIRPORT

22. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 23 - RIGHT OF FLIGHT

23.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

23.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for

itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24 - RIGHT OF ENTRY

24. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the **Lessee's** compliance with the terms of this Agreement.

ARTICLE 25 - PROPERTY RIGHTS RESERVED

25. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 - SUBORDINATION OF TRUST AGREEMENT

26. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 27 - NONDISCRIMINATION / AFFIRMATIVE ACTION

27. **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services so as to fully comply with all requirements imposed pursuant to 49 CFR Part 21 (Non-Discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended or renumbered.

ARTICLE 28 - SIGNS

28. **Lessee** may, at the **Lessee's** sole expense, erect such exterior signs concerning the **Lessee's** business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have

been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the **Lessor** in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee's** sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee's** sole expense, any damage caused thereby.

ARTICLE 29 - ENJOYMENT

29. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 30 - ASSIGNMENT AND SUBLETTING

30. **Lessee** may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee, for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. In determining whether to grant or deny its consent to any assignment or sublease, the **Lessor** may review and consider the financial capacity and business experience of the proposed assignee or sub-lessee.

ARTICLE 31 - WAIVER OF CLAIM

31. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 32 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

32. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

ARTICLE 33 - NOTICES AND COMMUNICATIONS

33. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; **and copy to:** County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Victoria Foust, 7304 Roayal Oak Drive, Spring Hill, FL, 34607; **and copy to:**

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (e.g. FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 34 - AGENT FOR SERVICE OF PROCESS

34. Lessee agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representation in **Article 1** hereunder. It is further expressly understood that Lessee hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35 - COMPLETE AGREEMENT; AMENDMENTS; SUPERSEDES

35. This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 20** herein.

ARTICLE 36 - SEVERABILITY

36. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 37 - BINDING EFFECT

37. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 38 - RECORDING OF LEASE AGREEMENT

38. Lessor shall record this Agreement in the public records of Hernando County. The Lessee shall pay all recording costs.

ARTICLE 39 - BROKERS

39. Lessor shall not be liable for any brokerage fees or commissions except pursuant to a brokerage fee agreement duly signed by the Lessor, or the Airport Director as designee, prior to the Effective Date of this Agreement and which agreement shall name or refer to the Lessee herein, shall state the brokerage fee or commission and time of payment of such fee or commission, and shall name the broker(s) entitled to such fee or commission (the "Brokerage Agreement"). The Brokerage Agreement shall be attached as an Exhibit hereto. Other than the broker(s) named in the Brokerage Agreement, the parties represent that there are no other brokers involved regarding the negotiation or consummation of this Agreement or of the leased fee herein.

ARTICLE 40 - MISCELLANEOUS

40.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

40.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

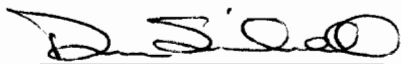
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

ATTEST:

K & V REAL ESTATE, LLC

(LESSEE)



By: Victoria C. Foust MGRM April 16, 2007
VICTORIA C. FOUST, Date
MANAGING PARTNER

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)**

KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: _____
JEFF STABINS Date
CHAIRMAN

WITNESS:

**CONCURRENCE
HERNANDO COUNTY AVIATION AUTHORITY**



By: Steven Helm 4/17/07
STEVEN HELM Date
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

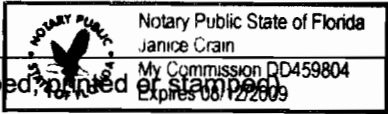
Geoffrey T. Kirk
Geoffrey T. Kirk
Assistant County Attorney

K&V Real Estate Lot 13 AIP.wpd
Print: April 16, 2007 (1:07pm)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Victoria C. Foust, as Managing Partner of K & V Real Estate, LLC, who is personally known to me or who has produced ADL F230 823 397460 as identification.

Janice Crain
(Signature of person taking acknowledgment)

(Name typed, printed or stamped) 

(Title or rank) (Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

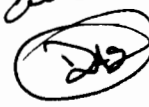
Lot 13, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

April 16, 2007

MEMORANDUM

TO: *The Honorable Chairman and Members of the Board of County Commissioners*

VIA: *Gary Kuhl, County Administrator* 

FROM: *Donald Silvernell, Airport Director* 

SUBJECT: *Lease Termination with Rudolph and Asenath Rostel
Lease Agreement with K & V Real Estate, LLC
Lot 13, Airport Industrial Park, Unit I*

Brief Overview: The Hernando County Airport has had a Ground Lease Agreement with Rudolph and Asenath Rostel for Lot 13 of the Airport Industrial Park, Unit I since April 1, 1987. The Rostel's are selling their leasehold improvements to K & V Real Estate, LLC. K & V has requested a new lease using the current lease template as drafted by the County Attorney's Office. Approval of a new lease will require termination of the existing lease. Neither document will become effective until the sale of the leasehold improvements has occurred.

Budget Impact: The Airport's revenue will increase \$3,875 the first year with lease payment adjustments scheduled throughout the term of the lease.

 **Legal Impact:** Reviewed and approved for form and sufficiency by the County Attorney's Office.

Recommended It is requested that the Board of County Commissioners approve the lease termination with Rudolph and Asenath Rostel and the new lease with K & V Real Estate, LLC. for Lot 13 of the Airport Industrial Park, Unit I. It is also requested that the Board of County Commissioners authorize the Chairman's signature on the related documents.

Administrative Note:

_____ **Reviewed**

_____ **See attached memo**

☐ **Issue is a quasi-judicial function of the Board and Ex parte procedures apply.**

E:\Word\jcrain\bcc\agn\PLot13.doc

"MINUTES OF"

APR 24 2007

CONSENT
AGENDA ITEM

4.

R Room 131

For Recording Use

Doc# 2007031741
Hernando County, Florida
05/09/2007 2:40PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2439 PG: 1162

TERMINATION OF LEASE AGREEMENT AND MUTUAL RELEASE

This Agreement is made and entered into as of this 24th day of April, 2007, by and between Hernando County, a political subdivision of the State of Florida ("**Lessor**") and Rudolph Rostel and Asenath Rostel, ("**Rostel**"), and the parties state:

WHEREAS, the **Lessor** and **Richard and Jeannine Fisher** entered into a certain ground lease dated January 1, 1984, recorded in Official Record Book 539 pages 1521 - 1528 of the Official Records of Hernando County, Florida (the "**Lease**") relative to certain real property legally described as:

Lot 13, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17 Pages 80 - 83, of the Public Records of Hernando County, Florida and with a street address of 16050 Aviation Loop Drive, Brooksville, Florida 34604 (the "**Property**"); and,

WHEREAS, the **Lessor** and **Rostel** entered into a certain assignment of said ground lease dated April 1, 1987, recorded in Official Record Book 646, pages 845 thru 846, of the public records of Hernando County, Florida; and,

WHEREAS, **Rostel** is presently current as to all rent, fees and obligations under the **Lease** and is not otherwise in default of any provision therein; and,

WHEREAS, **Rostel** has agreed to sell and transfer all of its rights, title and interest under the **Lease** and leasehold improvements thereon to K & V Real Estate, LLC ("**K & V**"); and,

WHEREAS, **K & V** desires to enter into a new ground lease agreement with the **Lessor** and **Rostel** is agreeable to terminating the **Lease** as provided herein; and,

WHEREAS, **Rostel** agrees to pay the **Lessor** all rent and fees current and prorated up to and including the day the **Lease** is terminated hereunder; and,

WHEREAS, terminating the **Lease** will be mutually beneficial to the parties herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the **Lessor** and **Rostel** agree as follows:

1. The above recitals are incorporated herein and made a part hereof.

2. The **Lease** shall be deemed terminated and forever canceled effective upon the last date all of the following shall have occurred: (i) approval and execution of this Agreement by **Rostel** and the **Lessor**; (ii) the closing of the sale from **Rostel** to **K & V** conveying all of its right, title and interest under the **Lease** and the leasehold improvements thereon; (iii) the **Lessor** and **K & V** executing a new lease under mutually agreeable terms; and (iv) all rent and other fees due under the **Lease** have been paid current to the **Lessor** up to and including the date of termination hereunder. The foregoing events may take place consecutively or concurrently.
3. Upon the foregoing occurring, the **Lessor** and **Rostel** shall fully and forever release each other from said **Lease** and any and all disputes, claims, actions or causes thereunder or arising out of or related to said **Lease** but excluding violation of any applicable environmental law(s) if later found to have been committed, or contributed to, by **Rostel** during the term of the **Lease**.

Witness our hands and seals upon the date stated below in Hernando County, Florida.

Witnessed:

Rudolph E. Rostel

(Lessee)

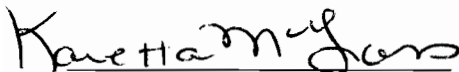

MICHAEL B. BERMAN

By:  4/17/07
Rudolph E. Rostel Date

Witnessed:

Asenath Rostel

(Lessee)

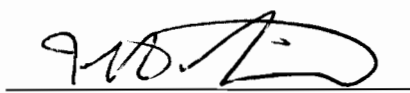


By:  4/17/07
Asenath Rostel Date



Karen Nicolai
Clerk

Hernando County Board of County Commissioners
(Lessor)

By:  4/24/07
Jeff Stabins Date
Chairman

Approved as to Form
and Legal Sufficiency:

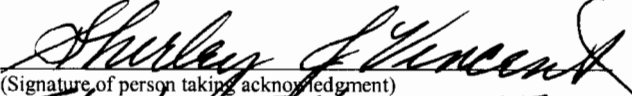
 4/17/07
Geoffrey T. Kirk
Assistant County Attorney

-ACKNOWLEDGMENTS ON NEXT PAGE-

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of April, 2007, by Rudolph E. Rostel (who is personally known to me) or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
 Shirley J. Vincent
Commission #DD639056
Expires: FEB. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.


(Signature of person taking acknowledgment)
Shirley J. Vincent
(Name typed, printed or stamped)

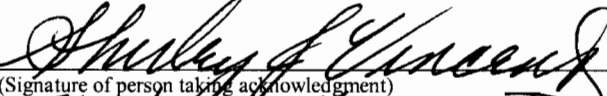
(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of April, 2007, by Asenath Rostel (who is personally known to me) or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
 Shirley J. Vincent
Commission #DD639056
Expires: FEB. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

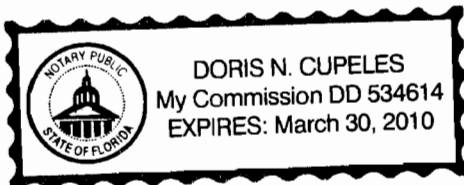

(Signature of person taking acknowledgment)
Shirley J. Vincent
(Name typed, printed or stamped)

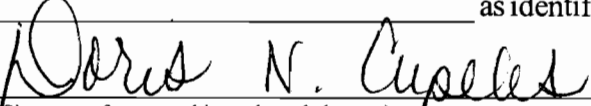
(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.




(Signature of person taking acknowledgment)
Doris N. Cupeles
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

Rm 131

OFFICIAL RECORDS
BK: 2439 PG: 1165

26
2

R Room 131

Aviation Form GL-1 rev. 2-24-06

GROUND LEASE AGREEMENT

Airport Industrial Park

THIS IS A GROUND LEASE AGREEMENT dated as of 24th day of April, 2007 (the "Agreement") by and between HERNANDO COUNTY a public body corporate existing under the laws of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601 (hereinafter referred to as the "Lessor" or the "County") and K & V REAL ESTATE, LLC, a Florida Limited Liability Corporation, whose address is 7304 Royal Oak Drive, Spring Hill, FL, 34607 (hereinafter referred to as the "Lessee"), individually and collectively referred to as the "Party" or "Parties".

WITNESSETH

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

ARTICLE I - REPRESENTATIVES

1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: **Lessee's Representative** - Lessee's full-time employee or agent that the Lessee designates to the Lessor in writing, which for contract purposes at this time is Victoria Foust. **Lessor's Representative** - the Airport Director or such person that the Lessor designates by written notice delivered to the Lessee.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. Lessor leases the real property with a street address of 16050 Aviation Loop Drive, Brooksville, FL 34604, containing approximately 45,000 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "**Land**") to the Lessee, and the Lessee hereby leases the Land from the Lessor pursuant to the terms and conditions in this Agreement.

2.B. Improvements. Lessee, at Lessee's sole expense, is purchasing a facility containing approximately 4,500 square feet of interior floor space together with certain improvements (hereinafter collectively referred to as the "Improvements"). The Improvements were constructed in accordance with the building plans as approved by the Lessor and in accordance with all applicable building codes and standards and subject to all permitting requirements in effect at the time of construction.

2.C. Premises. The Land and the Improvements shall hereinafter collectively be referred to as "Premises".

2.D. Survey. No later than ninety (90) days from the Effective Date of this Agreement, the Lessee, at its option and sole expense, may obtain a Survey of the Land pursuant to the terms hereunder:

2.D.1. The survey shall be prepared by a Florida licensed land surveyor in accordance with Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, and shall be certified to the Lessee and to the Hernando County Board of County Commissioners (hereinafter referred to as the "Survey"). Upon receipt of the Survey, the Lessee shall promptly provide the Lessor with a signed duplicate original of same.

2.D.2. In the event there are any discrepancies between the description of the Land herein (**Exhibit "1"**) and the Survey, or the existence of any encroachments or other matters which would make the Land untenable or unsuitable for the Lessee's use, then the Lessee shall have fifteen (15) days from the date of the Survey in which to notify the Lessor in writing stating all such discrepancies with the Land discovered from said Survey. Within fifteen (15) days of receiving said notification, the Lessor shall advise the Lessee in writing of whether the Lessor is able to resolve same using diligent effort and within a reasonable amount of time or, failing which, that this Agreement shall be deemed rescinded and canceled and the Lessor shall refund the Lessee all deposits and advance payments.

2.D.3. This provision shall be the **Lessee's** sole and only remedy to contest any and all discrepancies with the size, layout or location of the **Land**, or any encroachments or other impediments thereon, or any other matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would otherwise disclose.

2.E. Due Diligence and Inspections. It is responsibility of the **Lessee**, at the **Lessee's** sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the **Lessee**, at the **Lessee's** sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the **Lessee**, the **Lessee** shall indemnify and hold harmless the **Lessor** for any damage or injury done to the **Land**, Airport property, or the property of others as a consequence of such inspection(s) and the **Lessee** shall promptly repair or have repaired in good workmanship manner such damage caused.

2.F. No Warranties or Representations. **Lessor** makes no warranties or representations to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no warranty or representation respecting the condition of the **Land**, or applicable zoning laws and regulations, or applicability of the uses contemplated by the **Lessee**, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.G. Acceptance of Land. **Lessee** further acknowledges it has had adequate opportunity to inspect the **Land** hereunder (as also referenced in **Exhibit "1"**) prior to entering into this **Agreement** or has made adequate provision herein. Accordingly, the taking of possession of the **Land** by the **Lessee** shall be conclusive evidence against the **Lessee** that the **Land** was in good and satisfactory condition when possession was so taken.

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following nonexclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

- * **Lessee** shall use the **Land** for light manufacturing, warehousing, distribution and associated offices. Article 30 of this lease must be complied with for all subleases.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the **Land** hereunder shall conform to the type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Director or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon the last date all of the following shall have occurred: (i) approval and execution of this Agreement by the **Lessee** and the **Lessor**; (ii) the closing of the sale from Rudolph and Asenath Rostel, the existing tenant, conveying all of its right, title and interest in the leasehold improvements on the Land to the **Lessee** herein; and (iii) Rudolph and Asenath Rostel and the **Lessor** mutually terminating their existing lease regarding the Land. The foregoing events taking place consecutively or concurrently.

4.B. Term. The lease term for this Agreement shall commence on the 7th day of May, 2007 and shall end on the anniversary date thirty (30) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional 10-year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Land Rent as provided for in **Sections 6.A.2 and 6.A.3** and adjustment of required insurance coverage as provided for in **Section 16.C** herein. In addition to the foregoing, if at the time of renewal, the Current Fair Market Value has not been attained (by virtue of the 5% cap limitations being applied over one or more years), then the Land Rent shall immediately be adjusted upward to equal the Current Fair Market Value (as defined in **Section 6.A.2** below). At the request of the **Lessee** the term of this lease may, subject to the regulations in effect at that time, be further extended under mutually agreeable lease provisions and conditions.

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

5.C. **Lessee** agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee's** business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. Lessee agrees to conduct its business in a proper and first-class manner at all times. Lessee further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. Lessee will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. Lessee, at Lessee's sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the Lessee agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the Lessor.

5.F. Lessee shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. Lessee shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the Lessee's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. Lessee shall pay to the Lessor the following Land Rent:

6.A.1. Land Rent. Lessee shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in **Section 6.A.2** herein. Land Rent shall be calculated as ten percent (10.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the Lessor if no Survey is obtained by the Lessee. The parties agree that the gross square footage of the Land for purposes herein is 45,000 square feet.

During the first five years of this Agreement, annual Land Rent shall be at **\$175** per square foot

6.A.2. Adjustment of Land Rent. Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal ten percent (10.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current

Fair Market Value"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may choose either value or may choose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day

of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars (\$500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid. The Lessor reserves the right to adjust this fee every five (5) years; provided, however, that any adjustment shall not exceed five (5%) percent of the preceding period.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. **Lessor** hereby grants permission to the **Lessee** to execute and deliver unto _____ [name of financial institution] a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to

the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor's** maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B.** **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee's** maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee's** obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1) Building Exterior.** Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. **(2) Landscaping.** The landscaping shall be maintained in a manor consistent with good horticultural practices, and free of unsightly conditions. **(3) Electrical Service and HVAC.** Keep area free of debris and foreign objects at all times. **(4) Parking Lots.** Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The Roofs shall be free of any leaks; **(2)** The HVACs system shall cool and heat properly; **(3)** The exterior paint shall be free of unsightly conditions; and **(4)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee's** maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee's** maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor's** notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee's** Premises. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee's** operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. Following completion of the construction of the **Lessee's** Improvements (per **Exhibit "2"** if applicable), the **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee's** plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor's** failure to either approve or disapprove the **Lessee's** plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee's** plans and specifications.

10.B. Conditions. If the **Lessee's** request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1)** **Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2)** **Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3)** **Lessee**

agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 11 - SURRENDER OF PREMISES

11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee's** expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee's** personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor's** sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee's** personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1)** the **Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2)** the conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor's** written notice to cease said business or acts; **(3)** the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4)** the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5)** the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6)** the **Lessee** abandons, deserts or vacates the Premises; **(7)** the divestiture of the **Lessee's** estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or **(8)** a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

12.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in

limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee's** behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor** relets the Premises, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor's** expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor's** acceptance of payments or other moneys following any event of default hereunder shall not be construed as the **Lessor's** waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for

construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

12.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

12.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 13 - NO LIENS

13. Lessee shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee's** possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee's** act or omission (excluding any Leasehold Mortgage and Security pursuant to **Article 7** herein). **Lessee's** Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. Lessee shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee's** occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The lessee's failure to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

ARTICLE 15 - INDEMNIFICATION

15.A. Lessee agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent

caused by the **Lessor's** gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 18.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee's** performance under this Agreement, the **Lessee's** use or occupancy of the Premises, the **Lessee's** acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

15.B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 16 - INSURANCE

16.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

16.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

16.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

16.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the **Lessee** under this Agreement or the use or occupancy of the Premises by, or on behalf of, the **Lessee** in connection with this Agreement. The minimum limits of liability insurance covering the **Lessee** under this Agreement shall be no less than \$1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

16.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented or otherwise demised by the **Lessor** to

the **Lessee** under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

16.B.4. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the **Lessor** in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

16.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 16.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the **Lessee** will make the repairs immediately, at its own cost and expense.

17.B. Extensive Damage. In the event damages as referenced in **Section 17.A** shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the **Lessee** will make the repairs with due diligence, at its sole expense.

17.C. Complete Destruction. In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the **Lessee** shall fully restore the Premises within twelve (12) months or, pay to the **Lessor**, the **Lessee's** insurance payment equal to the replacement value of the Premises prior to the destruction.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

- 18.A.1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,
- 18.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,
- 18.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,
- 18.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,
- 18.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,
- 18.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,
- 18.A.7. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

18.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee's** operations on the Premises, the following:

- 18.B.1. **Lessee** is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee's** operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.
- 18.B.2. **Lessee** agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee's** operations. **Lessee** agrees to hold harmless and indemnify the **Lessor**

for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee's** violation or non-compliance.

18.B.3. Lessee agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

18.B.4. Lessee agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.5. Lessee agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee's** agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

18.C. General Conditions: Stormwater.

18.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises.

18.C.2. Lessee acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPES Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and

conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

18.C.3. Lessor will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

18.D. General Conditions: Solid and Hazardous Waste.

18.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

18.D.2. Lessee agrees to provide the **Lessor**, within ten (10) days after the **Lessor's** request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and material safety data sheets prepared or issued in connection with the **Lessee's** use of the Premises.

18.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

18.F. Environmental Inspection at End of Agreement Term.

18.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 18**.

18.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Premises, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

18.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

18.G. Lessor Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

18.H. Site Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee's** activities at or upon the Premises or under this Agreement.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such

monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - GOVERNMENTAL INCLUSIONS

20. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

ARTICLE 21 - NON-EXCLUSIVE

21. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) on other portions of Airport property. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 22 - RIGHT TO DEVELOP AIRPORT

22. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 23 - RIGHT OF FLIGHT

23.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

23.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for

itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24 - RIGHT OF ENTRY

24. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the **Lessee's** compliance with the terms of this Agreement.

ARTICLE 25 - PROPERTY RIGHTS RESERVED

25. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 - SUBORDINATION OF TRUST AGREEMENT

26. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 27 - NONDISCRIMINATION / AFFIRMATIVE ACTION

27. **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services so as to fully comply with all requirements imposed pursuant to 49 CFR Part 21 (Non-Discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended or renumbered.

ARTICLE 28 - SIGNS

28. **Lessee** may, at the **Lessee's** sole expense, erect such exterior signs concerning the **Lessee's** business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have

been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the **Lessor** in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee's** sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee's** sole expense, any damage caused thereby.

ARTICLE 29 - ENJOYMENT

29. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 30 - ASSIGNMENT AND SUBLETTING

30. **Lessee** may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee, for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. In determining whether to grant or deny its consent to any assignment or sublease, the Lessor may review and consider the financial capacity and business experience of the proposed assignee or sub-lessee.

ARTICLE 31 - WAIVER OF CLAIM

31. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 32 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

32. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

ARTICLE 33 - NOTICES AND COMMUNICATIONS

33. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; **and copy to:** County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Victoria Foust, 7304 Rooyal Oak Drive, Spring Hill, FL, 34607; **and copy to:**

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (e.g. FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 34 - AGENT FOR SERVICE OF PROCESS

34. Lessee agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representation in **Article 1** hereunder. It is further expressly understood that Lessee hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35 - COMPLETE AGREEMENT; AMENDMENTS; SUPERSEDES

35. This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 20** herein.

ARTICLE 36 - SEVERABILITY

36. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 37 - BINDING EFFECT

37. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 38 - RECORDING OF LEASE AGREEMENT

38. **Lessor** shall record this Agreement in the public records of Hernando County. The **Lessee** shall pay all recording costs.

ARTICLE 39 - BROKERS

39. **Lessor** shall not be liable for any brokerage fees or commissions except pursuant to a brokerage fee agreement duly signed by the **Lessor**, or the Airport Director as designee, prior to the Effective Date of this Agreement and which agreement shall name or refer to the **Lessee** herein, shall state the brokerage fee or commission and time of payment of such fee or commission, and shall name the broker(s) entitled to such fee or commission (the "Brokerage Agreement"). The Brokerage Agreement shall be attached as an Exhibit hereto. Other than the broker(s) named in the Brokerage Agreement, the parties represent that there are no other brokers involved regarding the negotiation or consummation of this Agreement or of the leased fee herein.

ARTICLE 40 - MISCELLANEOUS

40.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

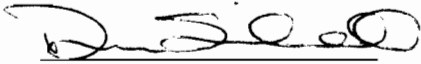
40.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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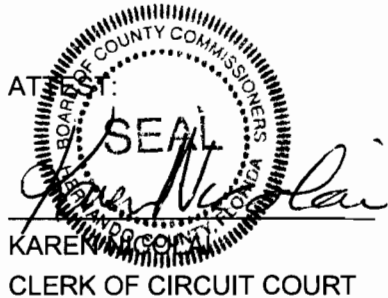
IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

ATTEST:

K & V REAL ESTATE, LLC (LESSEE)



By: Victoria C. Foust MGRM April 16, 07
VICTORIA C. FOUST, Date
MANAGING PARTNER

ATTEST:

KAREN W. BROWN
CLERK OF CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)**

By: Jeff Stabins 4-24-07
JEFF STABINS Date
CHAIRMAN

WITNESS:

**CONCURRENCE
HERNANDO COUNTY AVIATION AUTHORITY**



By: Steven Helm 4/17/07
STEVEN HELM Date
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Geoffrey T. Kirk 4/17/07
Geoffrey T. Kirk
Assistant County Attorney

K&V Real Estate Lot 13 AIP.wpd
Print: April 16, 2007 (1:07pm)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Victoria C. Foust, as Managing Partner of K & V Real Estate, LLC, who is personally known to me or who has produced FDL F236 863 39 7460 as identification.

Janice Crain
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

NOTARY PUBLIC	Notary Public State of Florida Janice Crain My Commission DD459804 Expires 08/12/2009

(Title or rank)

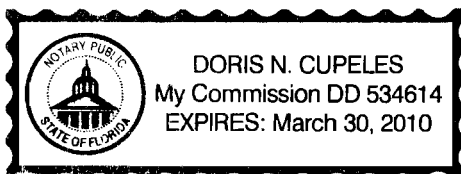
(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Doris N. Cupeles
(Signature of person taking acknowledgment)

Doris N. Cupeles
(Name typed, printed or stamped)



(Title or rank)

(Serial number, if any)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

Lot 13, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

April 16, 2007

MEMORANDUM

TO: *The Honorable Chairman and Members of the Board of County Commissioners*

VIA: *Gary Kuhl, County Administrator* 

FROM: *Donald Silvernell, Airport Director* 

SUBJECT: *Lease Agreement/Termination with Dennis and Pamela Wilfong Lots 36 and 37, Airport Industrial Park, Unit I*

Brief Overview: The Hernando County Airport has had a Ground Lease Agreement with Dennis and Pamela Wilfong for Lot 36 of the Airport Industrial Park, Unit I since April 11, 1995 and for Lot 37 of the Airport Industrial Park, Unit 1 since December 3, 1991. The Airport has negotiated a new lease with the Wilfong's for Lot 37 utilizing the new lease template as drafted by the County Attorney's Office. The new lease terminates the Wilfong's lease on Lot 36 allowing this lot to be utilized for construction of the new Airport Office Facility currently approved in the Airport's budget and funded in part with a grant from FDOT.

Budget Impact: There will be a \$10,534 reduction in the airport budget due to the termination of the Lot 36 lease. The lease payments for lot 37 will remain the same and there are lease payment adjustments scheduled throughout the term of the lease.

 **Legal Impact:** Reviewed and approved for form and sufficiency by the County Attorney's Office.

Recommended It is requested that the Board of County Commissioners approve this new lease with Dennis and Pamela Wilfong for Lot 37 of the Airport Industrial Park, Unit I. It is also requested that the Board of County Commissioners authorize the Chairman's signature on the related document.

Administrative Note:

_____ **Reviewed**

_____ **See attached memo**

☐ **Issue is a quasi-judicial function of the Board and Ex parte procedures apply.**

E:\Word\jcraim\bcc\agn\PLot35.doc

CONSENT
AGENDA ITEM

5.

GROUND LEASE AGREEMENT

Airport Industrial Park

THIS IS A GROUND LEASE AGREEMENT dated as of ____ day of April, 2007 (the "Agreement") by and between HERNANDO COUNTY a public body corporate existing under the laws of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601 (hereinafter referred to as the "Lessor" or the "County") and DENNIS WILFONG AND PAMELA WILFONG, individually, whose address is 21033 Violet Road, Brooksville, FL, 34609, (hereinafter referred to as the "Lessee"), individually and collectively referred to as the "Party" or "Parties".

WITNESSETH

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

shall be conclusive evidence against the **Lessee** that the Land was in good and satisfactory condition when possession was so taken.

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following nonexclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

- * **Lessee** shall use the Premises for light manufacturing, assembly, storage, distribution and associated offices, to conduct other lawful business of the **Lessee**, or other uses as approved by the **Lessor**.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the Land hereunder shall conform to the type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Director or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon approval and execution by the **Lessee** and the **Lessor**.

4.B. Term. The lease term for this Agreement shall commence on the 1st day of May, 2006 and shall end on the anniversary date fifty (50) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional 20-year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Land Rent as provided for in **Sections 6.A.2 and 6.A.3** and adjustment of required insurance coverage as provided for in **Section 16.C** herein. In addition to the foregoing, if at the time of renewal, the Current Fair Market Value has not been attained (by virtue of the 5% cap limitations being applied over one or more years), then the Land Rent shall immediately be adjusted upward to equal the Current Fair Market Value (as defined in **Section 6.A.2** below).

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole

ARTICLE I - REPRESENTATIVES

1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: **Lessee's Representative** - **Lessee's** full-time employee or agent that the **Lessee** designates to the **Lessor** in writing, which for contract purposes at this time is Dennis Wilfong or Pamela Wilfong. **Lessor's Representative** - the Airport Director or such person that the **Lessor** designates by written notice delivered to the **Lessee**.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. **Lessor** leases the real property with a street address of 15470 Flight Path Drive, Brooksville, FL 34604, containing approximately 106,879 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "**Land**") to the **Lessee**, and the **Lessee** hereby leases the Land from the **Lessor** pursuant to the terms and conditions in this Agreement.

2.B. Improvements. The existing commercial building located on the **Land** shall hereinafter be referred to as the "Improvements."

2.C. Premises. The **Land** and the Improvements shall hereinafter collectively be referred to as "Premises".

2.D. Survey or Plat. The Lessee accepts the description of the Land as that description contained in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

2.E. Due Diligence and Inspections. It is responsibility of the **Lessee**, at the **Lessee's** sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the **Lessee**, at the **Lessee's** sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the **Lessee**, the **Lessee** shall indemnify and hold harmless the **Lessor** for any damage or injury done to the Land, Airport property, or the property of others as a consequence of such inspection(s) and the **Lessee** shall promptly repair or have repaired in good workmanship manner such damage caused.

2.F. No Warranties or Representations. **Lessor** makes no warranties or representations to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no warranty or representation respecting the condition of the **Land**, or applicable zoning laws and regulations, or applicability of the uses contemplated by the **Lessee**, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.G. Acceptance of Land. **Lessee** further acknowledges it has had adequate opportunity to inspect the Land hereunder (as also referenced in **Exhibit "1"**) prior to entering into this **Agreement** or has made adequate provision herein. Accordingly, the taking of possession of the Land by the **Lessee**

expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

5.C. Lessee agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee's** business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. Lessee agrees to conduct its business in a proper and first-class manner at all times. **Lessee** further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. Lessee will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the **Lessee** agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the **Lessor**.

5.F. Lessee shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. Lessee shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee's** working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. Lessee shall pay to the **Lessor** the following Land Rent:

6.A.1. Land Rent. **Lessee** shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in **Section 6.A.2** herein. Land Rent shall be calculated as ten percent (10.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated

on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the **Lessor** if no Survey is obtained by the **Lessee**. The parties agree that the gross square footage of the Land for purposes herein is 106,879 square feet.

During the first five years of this Agreement, annual Land Rent shall be at **\$.085** per square foot

6.A.2. Adjustment of Land Rent. Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal ten percent (10.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current Fair Market Value"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may chose either value or may chose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars (\$500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid . The Lessor reserves the right to adjust this fee every five (5) years; provided, however, that any adjustment shall not exceed five (5%) percent of the preceding period.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. Lessor hereby grants permission to the **Lessee** to execute and deliver unto _____ [name of financial institution] a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default

specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor's** maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B.** **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee's** maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee's** obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1) Building Exterior.** Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. **(2) Landscaping.** The landscaping shall be maintained in a manner consistent with good horticultural practices, and free of unsightly conditions. **(3) Electrical Service and HVAC.** Keep area free of debris and foreign objects at all times. **(4) Parking Lots.** Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The Roofs shall be free of any leaks; **(2)** The HVACs system shall cool and heat properly; **(3)** The exterior paint shall be free of unsightly conditions; and **(4)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee's** maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee's** maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor's** notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee's** Premises. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee's** operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. The **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee's** plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor's** failure to either approve or disapprove the **Lessee's** plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee's** plans and specifications.

10.B. Conditions. If the **Lessee's** request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1) Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2) Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3) Lessee** agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 11 - SURRENDER OF PREMISES

11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee's** expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee's** personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor's** sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee's** personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1) the Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2) the conduct of any business or performance of any acts at the Airport** not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor's** written notice to cease said business or acts; **(3) the Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4) the Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5) the Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6) the Lessee** abandons, deserts or vacates the Premises; **(7) the divestiture of the Lessee's**

estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or (8) a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

12.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee's** behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor** relets the Premises, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor's** expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor's** acceptance of payments or other moneys following any event of default hereunder shall not be construed as the

Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

12.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

12.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 13 - NO LIENS

13. Lessee shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee's** possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee's** act or omission (excluding any Leasehold Mortgage and Security pursuant to **Article 7** herein). **Lessee's** Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. Lessee shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee's** occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The **Lessee's** failure

to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

ARTICLE 15 - INDEMNIFICATION

15.A. Lessee agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the **Lessor's** gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 18.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee's** performance under this Agreement, the **Lessee's** use or occupancy of the Premises, the **Lessee's** acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

15.B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 16 - INSURANCE

16.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

16.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

16.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

16.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the **Lessee** under this Agreement or the use or occupancy of the Premises by, or on behalf

of, the **Lessee** in connection with this Agreement. The minimum limits of liability insurance covering the **Lessee** under this Agreement shall be no less than \$1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

16.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented or otherwise demised by the **Lessor** to the **Lessee** under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

16.B.4. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

16.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 16.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the **Lessee** will make the repairs immediately, at its own cost and expense.

17.B. Extensive Damage. In the event damages as referenced in **Section 17.A** shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the **Lessee** will make the repairs with due diligence, at its sole expense.

17.C. Complete Destruction. In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the **Lessee** shall fully restore the Premises within twelve (12) months or, pay to the **Lessor**, the **Lessee's** insurance payment equal to the replacement value of the Premises prior to the destruction.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

18.A.1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,

18.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,

18.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,

18.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,

18.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

18.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,

18.A.7. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

18.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee's** operations on the Premises, the following:

18.B.1. Lessee is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee's** operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.

18.B.2. Lessee agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee's** operations. **Lessee** agrees to hold harmless and indemnify the **Lessor** for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee's** violation or non-compliance.

18.B.3. Lessee agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

18.B.4. Lessee agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.5. Lessee agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee's** agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

18.C. General Conditions: Stormwater.

18.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe

and abide by such stormwater rules and regulations as may be applicable to the Premises.

18.C.2. Lessee acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPEs Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

18.C.3. Lessor will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

18.D. General Conditions: Solid and Hazardous Waste.

18.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

18.D.2. Lessee agrees to provide the **Lessor**, within ten (10) days after the **Lessor's** request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and

material safety data sheets prepared or issued in connection with the **Lessee's** use of the Premises.

18.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

18.F. Environmental Inspection at End of Agreement Term.

18.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 18**.

18.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Premises, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

18.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

18.G. Lessor Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

18.H. Site Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee's** activities at or upon the Premises or under this Agreement.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may

hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - GOVERNMENTAL INCLUSIONS

20. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

ARTICLE 21 - NON-EXCLUSIVE

21. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) on other portions of Airport property. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 22 - RIGHT TO DEVELOP AIRPORT

22. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 23 - RIGHT OF FLIGHT

23.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Premises, together

with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

23.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24 - RIGHT OF ENTRY

24. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the **Lessee's** compliance with the terms of this Agreement.

ARTICLE 25 - PROPERTY RIGHTS RESERVED

25. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 - SUBORDINATION OF TRUST AGREEMENT

26. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 27 - NONDISCRIMINATION / AFFIRMATIVE ACTION

27. **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services so as to fully comply with all requirements imposed pursuant to 49 CFR Part 21 (Non-Discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended or renumbered.

ARTICLE 28 - SIGNS

28. **Lessee** may, at the **Lessee's** sole expense, erect such exterior signs concerning the **Lessee's** business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the **Lessor** in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee's** sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee's** sole expense, any damage caused thereby.

ARTICLE 29 - ENJOYMENT

29. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 30 - ASSIGNMENT AND SUBLETTING

30. **Lessee** may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee, for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. In determining whether to grant or deny its consent to any assignment or sublease, the **Lessor** may review and consider the financial capacity and business experience of the proposed assignee or sub-lessee.

ARTICLE 31 - WAIVER OF CLAIM

31. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 32 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

32. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the

rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

ARTICLE 33 - NOTICES AND COMMUNICATIONS

33. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; **and copy to:** County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Dennis or Pamela Wilfong, 21033 Violet Road, Brooksville, FL, 34609.

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (e.g. FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 34 - AGENT FOR SERVICE OF PROCESS

34. **Lessee** agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representation in **Article 1** hereunder. It is further expressly understood that **Lessee** hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35 - COMPLETE AGREEMENT; SUPERSEDES; AMENDMENTS

35.A. Upon this Agreement becoming Effective, all prior leases, amendments thereto and assignments thereof between the Parties (included those instruments recorded in Official Records Book 705, at Pages 1106 - 1114; Official Records Book 832, at Pages 1537 - 1539; Official Records Book 844, at Pages 299 - 312; and Official Records Book 1108, at Pages 1362 - 1364; of the Public Records of Hernando County, Florida) shall be deemed canceled in their entirety and shall have no further force and effect (exclusive of environmental claims and indemnities). This Agreement represents the complete understanding between the Parties regarding the leasing of Lot 37, Hernando County Airport Industrial Park Unit 1, and all prior agreements and representations, whether written or verbal, are hereby superseded by this Agreement.

35.B. Further, the Parties acknowledge and agree that the **Lessee** has fully relinquished and surrendered all of its interest in Lot 36 (in whole or portion thereof), Hernando County Airport Industrial Park Unit 1 (as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida) to the **Lessor**, and that the **Lessor** has released the **Lessee** from any further obligations regarding Lot 36 including payment of rent (exclusive of environmental claims and indemnities). Consistent with the foregoing, those certain leases recorded in Official Records Book 985, at Pages 147 - 152; and Official Records 1012, at Pages 405 -409, of the Public Records of Hernando County, Florida,

shall be deemed canceled in their entirety and shall have no further force and effect (exclusive of environmental claims and indemnities).

35.C. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 20** herein.

ARTICLE 36 - SEVERABILITY

36. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 37 - BINDING EFFECT

37. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 38 - RECORDING OF LEASE AGREEMENT

38. **Lessor** shall record this Agreement in the public records of Hernando County. The **Lessee** shall pay all recording costs.

ARTICLE 39 - MISCELLANEOUS

39.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

39.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Dennis Wilfong, who is personally known to me or who has produced _____ as identification.

Karen K. Synychak
(Signature of person taking acknowledgment)

Karen K. Synychak
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)



Karen K Synychak
My Commission DD343500
Expires September 29, 2008

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Pamela Wilfong, who is personally known to me or who has produced _____ as identification.

Karen K. Synychak
(Signature of person taking acknowledgment)

Karen K. Synychak
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)



Karen K Synychak
My Commission DD343500
Expires September 29, 2008

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

The Northern 388.51' of Lot 37, Hernando County Airport Industrial Park Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

April 16, 2007

MEMORANDUM

TO: *The Honorable Chairman and Members of the Board of County Commissioners*

VIA: *Gary Kuhl, County Administrator* 

FROM: *Donald Silvernell, Airport Director* 

SUBJECT: *Lease Agreement/Termination with Dennis and Pamela Wilfong Lots 36 and 37, Airport Industrial Park, Unit I*

Brief Overview: The Hernando County Airport has had a Ground Lease Agreement with Dennis and Pamela Wilfong for Lot 36 of the Airport Industrial Park, Unit I since April 11, 1995 and for Lot 37 of the Airport Industrial Park, Unit 1 since December 3, 1991. The Airport has negotiated a new lease with the Wilfong's for Lot 37 utilizing the new lease template as drafted by the County Attorney's Office. The new lease terminates the Wilfong's lease on Lot 36 allowing this lot to be utilized for construction of the new Airport Office Facility currently approved in the Airport's budget and funded in part with a grant from FDOT.

Budget Impact: There will be a \$10,534 reduction in the airport budget due to the termination of the Lot 36 lease. The lease payments for lot 37 will remain the same and there are lease payment adjustments scheduled throughout the term of the lease.

 **Legal Impact:** Reviewed and approved for form and sufficiency by the County Attorney's Office.

Recommended It is requested that the Board of County Commissioners approve this new lease with Dennis and Pamela Wilfong for Lot 37 of the Airport Industrial Park, Unit I. It is also requested that the Board of County Commissioners authorize the Chairman's signature on the related document.

Administrative Note:

_____ **Reviewed** _____ **See attached memo**

☐ **Issue is a quasi-judicial function of the Board and Exparte procedures apply.**

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"MINUTES OF"

APR 24 2007

CONSENT
AGENDA ITEM

5.

Doc# 2007029213
Hernando County, Florida
04/30/2007 8:21AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2434 PG: 756

25
R Room 131
Aviation Form GL-1 rev. 2-24-06

GROUND LEASE AGREEMENT

Airport Industrial Park

THIS IS A GROUND LEASE AGREEMENT dated as of 24th day of April, 2007 (the "Agreement") by and between HERNANDO COUNTY a public body corporate existing under the laws of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601 (hereinafter referred to as the "Lessor" or the "County") and DENNIS WILFONG AND PAMELA WILFONG, individually, whose address is 21033 Violet Road, Brooksville, FL, 34609, (hereinafter referred to as the "Lessee"), individually and collectively referred to as the "Party" or "Parties".

WITNESSETH

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

shall be conclusive evidence against the **Lessee** that the Land was in good and satisfactory condition when possession was so taken.

OFFICIAL RECORDS
BK: 2434 PG: 757

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following nonexclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

- * **Lessee** shall use the Premises for light manufacturing, assembly, storage, distribution and associated offices, to conduct other lawful business of the **Lessee**, or other uses as approved by the **Lessor**.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the Land hereunder shall conform to the type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Director or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon approval and execution by the **Lessee** and the **Lessor**.

4.B. Term. The lease term for this Agreement shall commence on the 1st day of May, 2006 and shall end on the anniversary date fifty (50) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional 20-year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Land Rent as provided for in **Sections 6.A.2 and 6.A.3** and adjustment of required insurance coverage as provided for in **Section 16.C** herein. In addition to the foregoing, if at the time of renewal, the Current Fair Market Value has not been attained (by virtue of the 5% cap limitations being applied over one or more years), then the Land Rent shall immediately be adjusted upward to equal the Current Fair Market Value (as defined in **Section 6.A.2** below).

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole

ARTICLE I - REPRESENTATIVES

OFFICIAL RECORDS
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1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: **Lessee's Representative** - Lessee's full-time employee or agent that the Lessee designates to the Lessor in writing, which for contract purposes at this time is Dennis Wilfong or Pamela Wilfong. **Lessor's Representative** - the Airport Director or such person that the Lessor designates by written notice delivered to the Lessee.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. Lessor leases the real property with a street address of 15470 Flight Path Drive, Brooksville, FL 34604, containing approximately 106,879 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "Land") to the Lessee, and the Lessee hereby leases the Land from the Lessor pursuant to the terms and conditions in this Agreement.

2.B. Improvements. The existing commercial building located on the Land shall hereinafter be referred to as the "Improvements."

2.C. Premises. The Land and the Improvements shall hereinafter collectively be referred to as "Premises".

2.D. Survey or Plat. The Lessee accepts the description of the Land as that description contained in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

2.E. Due Diligence and Inspections. It is responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the Lessee, at the Lessee's sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the Lessee, the Lessee shall indemnify and hold harmless the Lessor for any damage or injury done to the Land, Airport property, or the property of others as a consequence of such inspection(s) and the Lessee shall promptly repair or have repaired in good workmanship manner such damage caused.

2.F. No Warranties or Representations. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Land, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, Fla. Stat., and Rule Chapter 61G17, Fla. Admin. Code, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.G. Acceptance of Land. Lessee further acknowledges it has had adequate opportunity to inspect the Land hereunder (as also referenced in **Exhibit "1"**) prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Land by the Lessee

expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

**OFFICIAL RECORDS
BK: 2434 PG: 759**

5.C. **Lessee** agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee's** business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. **Lessee** agrees to conduct its business in a proper and first-class manner at all times. **Lessee** further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. **Lessee** will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the **Lessee** agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the **Lessor**.

5.F. **Lessee** shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. **Lessee** shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee's** working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. **Lessee** shall pay to the **Lessor** the following Land Rent:

6.A.1. Land Rent. **Lessee** shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in **Section 6.A.2** herein. Land Rent shall be calculated as ten percent (10.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated

on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the **Lessor** if no Survey is obtained by the **Lessee**. The parties agree that the gross square footage of the Land for purposes herein is 106,879 square feet.

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BK: 2434 PG: 760

During the first five years of this Agreement, annual Land Rent shall be at \$**.085** per square foot

- 6.A.2. Adjustment of Land Rent.** Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal ten percent (10.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current Fair Market Value"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may chose either value or may chose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

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6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars (\$500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid . The Lessor reserves the right to adjust this fee every five (5) years; provided, however, that any adjustment shall not exceed five (5%) percent of the preceding period.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. Lessor hereby grants permission to the **Lessee** to execute and deliver unto _____ [name of financial institution] a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default

specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

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7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor's** maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B.** **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee's** maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee's** obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1) Building Exterior.** Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. **(2) Landscaping.** The landscaping shall be maintained in a manner consistent with good horticultural practices, and free of unsightly conditions. **(3) Electrical Service and HVAC.** Keep area free of debris and foreign objects at all times. **(4) Parking Lots.** Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

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9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The Roofs shall be free of any leaks; **(2)** The HVACs system shall cool and heat properly; **(3)** The exterior paint shall be free of unsightly conditions; and **(4)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee's** maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee's** maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor's** notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee's** Premises. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee's** operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. The **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee's** plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor's** failure to either approve or disapprove the **Lessee's** plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee's** plans and specifications.

10.B. Conditions. If the **Lessee's** request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1) Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2) Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3) Lessee** agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 11 - SURRENDER OF PREMISES

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11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee's** expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee's** personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor's** sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee's** personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1)** the **Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2)** the conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor's** written notice to cease said business or acts; **(3)** the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4)** the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5)** the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6)** the **Lessee** abandons, deserts or vacates the Premises; **(7)** the divestiture of the **Lessee's**

estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or (8) a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

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12.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee's** behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor** relets the Premises, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor's** expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor's** acceptance of payments or other moneys following any event of default hereunder shall not be construed as the

Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

12.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

12.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 13 - NO LIENS

13. Lessee shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee's** possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee's** act or omission (excluding any Leasehold Mortgage and Security pursuant to **Article 7** herein). **Lessee's** Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. Lessee shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee's** occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The **Lessee's** failure

to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

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ARTICLE 15 - INDEMNIFICATION

15.A. **Lessee** agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the **Lessor's** gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 18.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee's** performance under this Agreement, the **Lessee's** use or occupancy of the Premises, the **Lessee's** acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

15.B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 16 - INSURANCE

16.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

16.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

16.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

16.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the **Lessee** under this Agreement or the use or occupancy of the Premises by, or on behalf

of, the **Lessee** in connection with this Agreement. The minimum limits of liability insurance covering the **Lessee** under this Agreement shall be no less than \$1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

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16.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented or otherwise demised by the **Lessor** to the **Lessee** under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

16.B.4. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

16.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 16.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the **Lessee** will make the repairs immediately, at its own cost and expense.

17.B. Extensive Damage. In the event damages as referenced in **Section 17.A** shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the **Lessee** will make the repairs with due diligence, at its sole expense.

17.C. Complete Destruction. In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the **Lessee** shall fully restore the Premises within twelve (12) months or, pay to the **Lessor**, the **Lessee's** insurance payment equal to the replacement value of the Premises prior to the destruction.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

- 18.A.1.** The presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- 18.A.2.** That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,
- 18.A.3.** That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,
- 18.A.4.** The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,
- 18.A.5.** That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,
- 18.A.6.** That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,
- 18.A.7.** That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

18.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee's** operations on the Premises, the following:

18.B.1. Lessee is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee's** operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.

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18.B.2. Lessee agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee's** operations. **Lessee** agrees to hold harmless and indemnify the **Lessor** for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee's** violation or non-compliance.

18.B.3. Lessee agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

18.B.4. Lessee agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.5. Lessee agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee's** agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

18.C. General Conditions: Stormwater.

18.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe

and abide by such stormwater rules and regulations as may be applicable to the Premises.

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18.C.2. Lessee acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPES Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

18.C.3. Lessor will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

18.D. General Conditions: Solid and Hazardous Waste.

18.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

18.D.2. Lessee agrees to provide the **Lessor**, within ten (10) days after the **Lessor's** request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and

material safety data sheets prepared or issued in connection with the **Lessee's** use of the Premises.

**OFFICIAL RECORDS
BK: 2434 PG: 772**

18.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

18.F. Environmental Inspection at End of Agreement Term.

18.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 18**.

18.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Premises, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

18.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

18.G. Lessor Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

18.H. Site Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee's** activities at or upon the Premises or under this Agreement.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may

hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

OFFICIAL RECORDS
BK: 2434 PG: 773

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - GOVERNMENTAL INCLUSIONS

20. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

ARTICLE 21 - NON-EXCLUSIVE

21. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) on other portions of Airport property. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 22 - RIGHT TO DEVELOP AIRPORT

22. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 23 - RIGHT OF FLIGHT

23.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Premises, together

with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

**OFFICIAL RECORDS
BK: 2434 PG: 774**

23.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24 - RIGHT OF ENTRY

24. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the **Lessee's** compliance with the terms of this Agreement.

ARTICLE 25 - PROPERTY RIGHTS RESERVED

25. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 - SUBORDINATION OF TRUST AGREEMENT

26. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 27 - NONDISCRIMINATION / AFFIRMATIVE ACTION

27. **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services so as to fully comply with all requirements imposed pursuant to 49 CFR Part 21 (Non-Discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended or renumbered.

ARTICLE 28 - SIGNS

28. **Lessee** may, at the **Lessee's** sole expense, erect such exterior signs concerning the **Lessee's** business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the **Lessor** in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee's** sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee's** sole expense, any damage caused thereby.

**OFFICIAL RECORDS
BK: 2434 PG: 775**

ARTICLE 29 - ENJOYMENT

29. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 30 - ASSIGNMENT AND SUBLETTING

30. **Lessee** may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee, for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. In determining whether to grant or deny its consent to any assignment or sublease, the Lessor may review and consider the financial capacity and business experience of the proposed assignee or sub-lessee.

ARTICLE 31 - WAIVER OF CLAIM

31. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 32 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

32. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the

rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

ARTICLE 33 - NOTICES AND COMMUNICATIONS

**OFFICIAL RECORDS
BK: 2434 PG: 776**

33. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; **and copy to:** County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Dennis or Pamela Wilfong, 21033 Violet Road, Brooksville, FL, 34609.

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (e.g. FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 34 - AGENT FOR SERVICE OF PROCESS

34. **Lessee** agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representation in **Article 1** hereunder. It is further expressly understood that **Lessee** hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35 - COMPLETE AGREEMENT; SUPERSEDES; AMENDMENTS

35.A. Upon this Agreement becoming Effective, all prior leases, amendments thereto and assignments thereof between the Parties (included those instruments recorded in Official Records Book 705, at Pages 1106 - 1114; Official Records Book 832, at Pages 1537 - 1539; Official Records Book 844, at Pages 299 - 312; and Official Records Book 1108, at Pages 1362 - 1364, of the Public Records of Hernando County, Florida) shall be deemed canceled in their entirety and shall have no further force and effect (exclusive of environmental claims and indemnities). This Agreement represents the complete understanding between the Parties regarding the leasing of Lot 37, Hernando County Airport Industrial Park Unit 1, and all prior agreements and representations, whether written or verbal, are hereby superseded by this Agreement.

35.B. Further, the Parties acknowledge and agree that the **Lessee** has fully relinquished and surrendered all of its interest in Lot 36 (in whole or portion thereof), Hernando County Airport Industrial Park Unit 1 (as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida) to the **Lessor**, and that the **Lessor** has released the **Lessee** from any further obligations regarding Lot 36 including payment of rent (exclusive of environmental claims and indemnities). Consistent with the foregoing, those certain leases recorded in Official Records Book 985, at Pages 147 - 152; and Official Records 1012, at Pages 405 -409, of the Public Records of Hernando County, Florida,

shall be deemed canceled in their entirety and shall have no further force and effect (exclusive of environmental claims and indemnities).

OFFICIAL RECORDS
BK: 2434 PG: 777

35.C. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 20** herein.

ARTICLE 36 - SEVERABILITY

36. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 37 - BINDING EFFECT

37. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 38 - RECORDING OF LEASE AGREEMENT

38. **Lessor** shall record this Agreement in the public records of Hernando County. The **Lessee** shall pay all recording costs.

ARTICLE 39 - MISCELLANEOUS

39.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

39.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

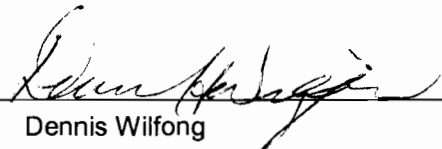
IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

OFFICIAL RECORDS
BK: 2434 PG: 778

ATTEST:

DENNIS WILFONG (LESSEE)

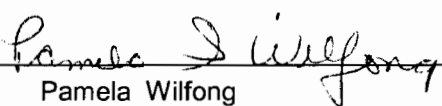
Kimberly O'Neill

By: 
Dennis Wilfong Date

ATTEST:

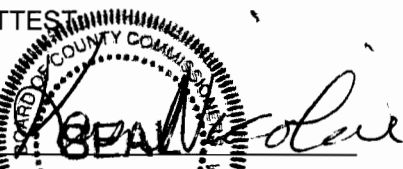
PAMELA WILFONG (LESSEE)

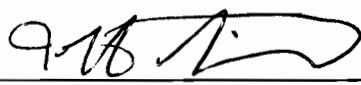
Kimberly O'Neill

By: 
Pamela Wilfong Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)


KAREN NICOLAI
CLERK OF CIRCUIT COURT


By:  4-24-07
JEFF STABINS Date
CHAIRPERSON

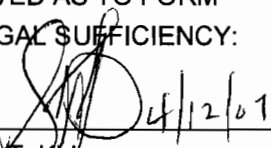
WITNESS:

CONCURRENCE
HERNANDO COUNTY AVIATION AUTHORITY



By:  4/17/07
STEVE HELM Date
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

 4/12/07
Geoffrey T. Kirk
Assistant County Attorney

Wilfong-lot37-031407.wpd
Print: April 12, 2007 (6:19am)

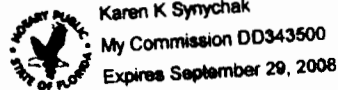
STATE OF FLORIDA
COUNTY OF HERNANDO

OFFICIAL RECORDS
BK: 2434 PG: 779

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Dennis Wilfong, who is personally known to me or who has produced _____ as identification.

Karen K. Synychak
(Signature of person taking acknowledgment)
Karen K. Synychak
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

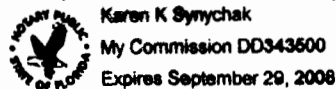


STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Pamela Wilfong, who is personally known to me or who has produced _____ as identification.

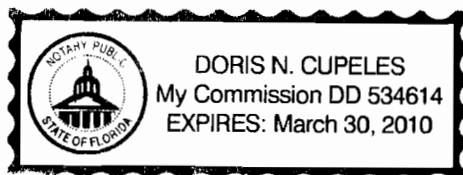
Karen K. Synychak
(Signature of person taking acknowledgment)
Karen K. Synychak
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)



STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.



Doris N. Cupeles
(Signature of person taking acknowledgment)
Doris N. Cupeles
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

The Northern 388.51' of Lot 37, Hernando County Airport Industrial Park
Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records
of Hernando County, Florida.

**OFFICIAL RECORDS
BK: 2434 PG: 780**

April 16, 2007

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR 

FROM: JAMES D. GANTT, C.P.M., CPPO, DIRECTOR
PURCHASING and CONTRACTS DEPARTMENT 

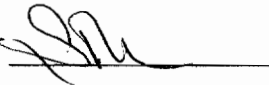
SUBJECT: TERM CONTRACT FOR FURNISHING WHITE CONCRETE SAND
SOLICITATION NO. Co7-025/KCb

Brief Overview:

At the request of the Parks and Recreation Department the Purchasing and Contracts Department prepared procurement documents soliciting bids for a twenty-four month term contract with renewal clause, for providing white concrete sand.

Budget Impact:

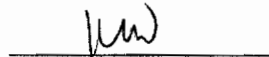
Funding is available in the following Accounts:
04451 - 5304601



:Reviewed

Legal Note:

In accordance Part II, Chapter 2, Article V Hernando County Code of Ordinances. **(LR#07-76).**



:Reviewed

**RECOMMENDED
ACTION:**

Staff recommends that the Board award a twenty-four month term contract with renewal clause for the supply and delivery of white concrete sand to Patco Transport Inc. as the lowest, responsive bidder. Contract becomes effective upon date of award and is based on the unit prices bid. The estimated expenditure during the first twelve months is \$48,000.00.

CONSENT
AGENDA ITEM

6.

I. TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisement and mailed Invitations for Bid to prospective vendor. The following is a summary of the responses received.

	Patco Transport	Cliff's Construction	E. R. Jahna , Lake Whates
1.White Concrete Sand	\$16.30/ton	\$24.75/ton	\$27.50/ton

II. EVALUATION OF BIDS

Staff evaluated the bids on the basis of price, conformance with specifications and the Bidder's ability to perform the contract in accordance with the terms and conditions required. Bid responses were reviewed and evaluated by the Department of Parks and Recreation.

Patco Transport added a 10% increase for the second twelve month period of the 24-month term of the contract. The increase is an additional \$1.63 more per ton or \$17.93 per ton. Even with this increase, the price per ton for supply and delivery of white concrete sand is 43.5% less than the next lowest, responsive bid of \$24.75.

Staff determined that Patco Transport Inc. submitted the lowest, responsive, responsible bid.

/KCB
Attachment

CC: Charles "Pat" Fagan, Director, Dept. of Parks and Recreation
Roy Link, Dept. of Parks and Recreation
Charlene Elliot, Finance Coordinator, Dept. of Parks and Recreation
File No. C07-025

PARKS AND RECREATION DEPARTMENT
MEMORANDUM

TO: Kathleen Buffum, Purchasing and Contracts

FROM: Charles "Pat" Fagan, Parks & Recreation Director

CPS

DATE: April 16, 2007

RE: Bid # 07-025 White Concrete Sand

After speaking with staff, the Hernando County Parks Department would like to recommend the award of the white concrete sand contract to the low bidder Patco Transport.

Attached is a letter from Patco Transportation verifying the delivery of materials on an emergency basis.

If you have any questions or need additional information, please contact me at 352-754-4027.

RECEIVED
CENTRAL FILED
07 APR 16 AM 8:52

33935

PURCHASE REQUISITION

REQUISITION NUMBER

12-5-06

Parks

REQUISITION DATE

REQUESTING DEPARTMENT/DIVISION

TOTAL ESTIMATED COST:

\$48,000

DEPARTMENT APPROVAL:

Charles "Pat" Fagan

FUNDING APPROVAL:

PURCHASE JUSTIFICATION:

Term Contract for Park use

SPECIAL INSTRUCTIONS:

PURCHASE ORDER NUMBER

DATE

Roy Link (23035)

INITIATOR

SUGGESTED VENDOR(S)

CSR Rinker

CONTRACT NUMBER		REQ. DEL. DATE	DELIVERY POINT	SHIPPING INFORMATION		DEPT. VENDOR APPROVAL ?	
		1-30-07	See Attached Info			YES _____	
FOB POINT		TERMS	OVERSHIP AUTHORIZATION	CONFIRMING PURCHASE ORDER ?		BUYER	
				YES _____ NO _____			
SOL/TYPE	VENDOR CODE	FUND	ACCOUNT NUMBER	DEPT. NO.	BID ITEM ?	BID NO.	BID DATE
		0011	5304601	04451	YES _____ NO _____		

ITEM NUMBER	QTY. ORDERED	UNIT	MATERIALS OR SERVICES	ESTIMATED COST		CIC CODE	ACTUAL COST	
				UNIT	TOTAL		UNIT	TOTAL
	3000	Tons	Please initiate the bid process to get 3000 tons of white concrete sand, per year lined up on a Term Contract. Please see the attached documents.					

RECEIVED
CENTRAL PURCHASING
06 DEC -5 AM 9:39

PATCO TRANSPORT INC.

PO BOX 2829
BELLEVUE, FL 34421

PHONE: 352-748-3482
FAX: 352-748-8884

TO: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
MR. ROY LINK

FROM: PATCO TRANSPORT

RE: BID # 07-025 WHITE CONCRETE SAND

TO WHOM IT MAY CONCERN:

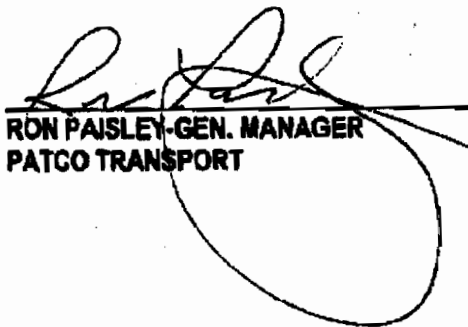
THE QUESTION IS : IN AN EMERGENCY CAN WE DELIVER MATERIAL AROUND THE CLOCK ?

IF THE QUANTITIES ON WEEKENDS IS 2000 TONS OR MORE GENERALLY THE MINES WILL OPEN
ALLOWING US TO HAUL TO YOU. SHOULD YOU DESIRE LESS QUANTITIES THAN ABOVE WE
WOULD THEN HAVE TRUCKS PRELOADED FOR DELIVERIES ON SATURDAY.

REFERENCE:

CEMEX ATT: MIKE McGARRY @ (813) 269-1078

CRYSTAL RIVER QUARRIES ATTN: ED COLITZ @ (352) 795-2409



RON PAISLEY-GEN. MANAGER
PATCO TRANSPORT

HERNANDO COUNTY
PURCHASING CONTRACTS DEPARTMENT
20 NO. MAIN ST., ROOM 265,
BROOKSVILLE, FL 34601

BID TABULATION
SOLICITATION TITLE: WHITE CONCRETE SAND
SOLICITATION NO. 07-025/KCB

BID OPENING: FEBRUARY 28, 2007

			Patco Transport Coleman, FL 33521 (800) 725-3482 Fax (352) 748-3482	Cliff's Construction Brooksville, FL 34603 (352) 796-4540	E. R. Jahna Industries Lake Wales, FL 33859		
#	DESCRIPTION	UNIT PRICE					
1	white concrete sand	\$ per ton	\$16.30	\$24.75	\$27.50	\$0.00	\$0.00
Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.							

April 16, 2007

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

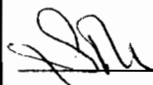
VIA: GARY W. KUHL, COUNTY ADMINISTRATOR 

FROM: JAMES D. GANTT, C.P.M., CPPO, DIRECTOR
PURCHASING and CONTRACTS DEPARTMENT

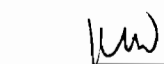
SUBJECT: TERM CONTRACT FOR FURNISHING WHITE CONCRETE SAND
SOLICITATION NO. Co7-025/KCb

Brief Overview: At the request of the Parks and Recreation Department the Purchasing and Contracts Department prepared procurement documents soliciting bids for a twenty-four month term contract with renewal clause, for providing white concrete sand.

Budget Impact: Funding is available in the following Accounts:
04451 - 5304601

:Reviewed

Legal Note: In accordance Part II, Chapter 2, Article V Hernando County Code of Ordinances. (LR#07-76).

:Reviewed

**RECOMMENDED
ACTION:**

Staff recommends that the Board award a twenty-four month term contract with renewal clause for the supply and delivery of white concrete sand to Patco Transport Inc. as the lowest, responsive bidder. Contract becomes effective upon date of award and is based on the unit prices bid. The estimated expenditure during the first twelve months is \$48,000.00.

"MINUTES OF"

APR 24 2007

CONSENT
AGENDA ITEM

6.

**PARKS AND RECREATION DEPARTMENT
MEMORANDUM**

TO: Kathleen Buffum, Purchasing and Contracts

FROM: Charles "Pat" Fagan, Parks & Recreation Director *CPJ*

DATE: April 16, 2007

RE: Bid # 07-025 White Concrete Sand

After speaking with staff, the Hernando County Parks Department would like to recommend the award of the white concrete sand contract to the low bidder Patco Transport.

Attached is a letter from Patco Transportation verifying the delivery of materials on an emergency basis.

If you have any questions or need additional information, please contact me at 352-754-4027.

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SOLICITATION - OFFER - AWARD

SOLICITATION NO: C-07-025/KCB	DATE ISSUED February 2, 2007	REQUISITION NO.	CONTRACT NO. 07-025
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA _____ Jeff Stabins - Chairman Christopher Kingsley - Vice Chairman Rose Rocco - Second Vice Chairman Diane Rowden David Russell		SUBMIT BID OFFER TO: CLERK OF THE CIRCUIT COURT 20 NORTH MAIN STREET, ROOM 131 BROOKSVILLE, FL 34601-2800 _____ Karen Nicolai Clerk of Circuit Court	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ROOM 131, HERNANDO COUNTY GOVERNMENT CENTER, 20 NORTH MAIN STREET, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M. ON FEBRUARY 28, 2007.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE OFFERS WILL BE PUBLICLY OPENED IN THE PURCHASING AND CONTRACTS OFFICE, 20 N. MAIN ST., ROOM 265 HERNANDO COUNTY GOVERNMENT CENTER AT **3:00 P.M. ON THE SAME DATE.**

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	WHITE CONCRETE SAND - DELIVERED PRICE (SAMPLE TO BE PROVIDED WITH BID) 24-MONTH TERM CONTRACT, WITH RENEWAL CLAUSE, FOR THE SUPPLY/DELIVERY OF WHITE CONCRETE SAND. SEE DELIVERY TERMS ON PAGE 5, Item 6. b. DELIVERY - NUMBER OF DAYS FROM DATE ORDER IS PLACED: <u>1</u>. RETURN TWO ORIGINAL COPIES OF THIS SOLICITATION. (SEE ATTACHED SPECIFICATIONS & DELIVERY SCHEDULE)			\$16.30/ton with A 18% INCREASE FOR THE SECOND YEAR OF THE CONTRACT	

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN 60 DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.			
DISCOUNT FOR PROMPT PAYMENT: <u>0</u> % 10 CALENDAR DAYS <u>0</u> % 20 CALENDAR DAYS <u>0</u> % <u>0</u> CALENDAR DAYS			
BIDDER'S COMPANY NAME, ADDRESS AND PHONE NUMBER DATEO TRAVS PORT P.O. Box 1069 Coleman, FL 33521		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: ROSE T. PEASEH _____ BIDDER'S SIGNATURE 2/21/07 OFFER DATE	

AWARD

(TO BE COMPLETED BY COUNTY)

LEGAL NOTE REVIEWED AS TO FORM & LEGAL SUFFICIENCY	BY: <u>KW</u> <u>lcw</u> CTY ATTORNEY'S OFFICE	DATE: 4/17/07
ACCEPTED AS TO ITEM(S) NO. A11	AMOUNT \$16.30/ton	ACCOUNTING CODE 5304601
SUBMIT INVOICES TO HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT 20 NORTH MAIN STREET, ROOM 265 BROOKSVILLE, FL 34601-2828	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY 946 A. _____ SIGNATURE 4-24-07 AWARD DATE	

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. The term COUNTY used herein refers to the Board of County Commissioners, Hernando County, or its duly authorized representative.
2. The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the COUNTY in response to this solicitation.
3. The term VENDOR used herein refers to a bidder awarded a contract by the Board of County Commissioners for the furnishing of goods or services to the COUNTY.
4. BIDDERS are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No plea of ignorance by the BIDDER of conditions that exist or may hereafter exist as a result of failure or omission on the part of the BIDDER to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the COUNTY or the compensation to the BIDDER.
5. No material, labor or facilities will be furnished by the COUNTY unless specifically stated.
6. The BIDDER hereby attests and agrees by affixing his signature to this proposal that: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making or considering the making of a bid for the same items or service and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
7. The BIDDER warrants that the prices of the items set forth herein do not exceed those charged by the BIDDER to any other customer purchasing the same item in like or comparable quantities.
8. The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida or any of its agencies.
9. The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COUNTY by any other provision of this award.
10. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids; however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
11. Bids shall be submitted in sealed envelopes addressed as noted on the front page of this solicitation. The name and address of the BIDDER, the date and hour of the bid opening and the goods or service bid on shall be placed on the outside of the envelope. Bids not properly identified may be rejected. **No responsibility shall attach to Hernando County, the Clerk of the Circuit Court, or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open, a bid not properly addressed and identified.**
12. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provisions, attached to a bid shall render it irregular and may cause its rejection.
13. The responsibility for delivering the bid to the COUNTY on or before the stated time and date will be solely and strictly the responsibility of the BIDDER. The COUNTY will be in no way responsible for delays caused by the U.S. Postal Service, any courier system, or any other occurrence.
14. Bids and modifications received after the time set for the receipt of sealed bids will not be considered. **Such bids will be returned unopened.**
15. Modifications in writing received prior to the time set for the receipt of sealed bids will be accepted. Such modifications must be submitted in a sealed envelope and marked accordingly.
16. Bids must be submitted on and in the forms specified. Telegraphic or facsimile bids will not be considered.
17. A bidder may withdraw his proposal provided the request is made in writing and delivered either in person or by priority mail to Hernando County Central Purchasing Department, 20 N. Main Street, Room 265, Brooksville, Florida 34601-2828, not less than one (1) hour prior to the time set for opening of bids. **Bids may not be withdrawn after the time noted above and for the period of time after the opening of bids as stated in the terms, conditions and specifications of this solicitation.**
18. The COUNTY reserves the privilege of auditing a vendor's records, by a representative of the COUNTY, as such records relate to purchases between the COUNTY and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract and further, the COUNTY reserves the right to reproduce any of the aforementioned documents.
19. The contract shall be awarded to that responsible BIDDER whose offer will be most advantageous to the COUNTY, price and other factors considered.
20. The COUNTY may accept any separate item or group of items of any offer, unless the BIDDER qualifies his offer by specific limitations or the specific terms and conditions included herein indicate that bids will be accepted on an all or nothing basis.
21. The COUNTY reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, in accordance with the Hernando County Purchasing Ordinance.
22. Inspection and acceptance of the supplies/services purchased herein will be accomplished at the designated delivery point by a duly authorized representative of the COUNTY.
23. **Any and all Terms, Conditions and/or Specifications which vary from the Solicitation Instructions and Conditions shall have precedence.**
IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. TABULATIONS WILL NOT BE TRANSMITTED BY FACSIMILE.

TERMS, CONDITIONS AND SPECIFICATIONS

Term Contract for Supplies

1. GENERAL:

- a. It is the intent of this solicitation to obtain bids for furnishing WHITE CONCRETE SAND for the Board of County Commissioners, Hernando County, Florida. Said supplies to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of the Parks and Facilities Maintenance Department.
- b. The successful BIDDER agrees to extend its bid price(s), contract terms and conditions to other municipalities, or governmental agencies/entities within Hernando County throughout the term of the resulting contract. If Vendor is agreeable, prices and terms may also be extended to other governmental entities.
- c. The contract documents shall consist of all parts as attached hereto, any addenda, and if required, the completed and executed Hernando County Term Contract Agreement.

2. CONTRACT PERIOD:

- a. The Contract resulting from this Solicitation shall be a Term Contract for the time period specified herein. During the specified time period, the COUNTY may order supplies as the requirements generate and the Vendor will deliver the supplies ordered. It is understood that the COUNTY is not obligated to purchase any specific amount of supplies under this agreement.
- b. The period of the Contract shall extend for twenty-four months from the date of Award.
- c. The Contract may be extended, by mutual agreement, for an additional twelve (12) month period up to a cumulative total of thirty-six (36) months. The COUNTY will notify the Vendor, in writing, no later than thirty (30) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor for consideration of a price adjustment must be made to the COUNTY at the time of renewal, and must only be based on increased costs to the Vendor. Verification of these increases shall be furnished to the COUNTY upon request. Any upward price adjustment approved by the COUNTY shall impose upon the Vendor the requirement to advise and extend to the COUNTY price reductions when costs similarly decrease.
- d. Either party may cancel this Contract, in whole or in part, by giving 30 days prior notice in writing. However, the Vendor shall not be authorized to exercise this cancellation option during the first 180 days of the Contract.
- e. Fiscal Non-Funding Clause - In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

3. BID PRICE:

TERMS, CONDITIONS AND SPECIFICATIONS

Term Contract for Supplies

- a. The prices bid shall remain firm during the period of the Contract unless the Price Adjustment Clause is specifically added hereto.
- b. **Unless otherwise stated, the prices bid shall include all costs of packaging, transporting, delivery, and unloading to the designated point(s) within Hernando County. (See Attachment A)**
- c. BIDDER hereby certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the BIDDER hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the BIDDER.
- d. Unit prices must be shown, when indicated, and where there is an error in extension pricing, the unit price shall govern.

4. SPECIFICATIONS/DESCRIPTION OF Supplies:

- a. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required supplies, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude products that equal or exceed the functional capability and quality of the named product. If bids are based on such equivalent products, indicate the manufacturer's name or number for the product and include any literature or other explanation of the product's quality or performance.
- b. Supplier shall provide clean **WHITE CONCRETE SAND** free from debris. **LABELED SAMPLE MUST BE SUBMITTED WITH BID.** Sample must be clearly labeled with Vendor's Name, Address, Phone number and Mine Name and Location.
- c. Any deviations from the terms, conditions and specifications listed herein must be clearly indicated; otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful BIDDER will be held responsible therefor.
- d. **Estimated Annual Quantities are noted on Attachment A. The quantities indicated are for bidding purposes only. They are not to be construed as the minimum or maximum quantities that the COUNTY is obligated or limited to purchase.** The minimum quantity ordered will not be less than approximately 20 tons.
- e. **The County's need for sand (at the beach and various affected ball parks) may be increased by approximately 800 tons on an emergency basis due to unanticipated major storm/hurricane or use. Therefore, bidders should include a statement regarding the availability and delivery of sand during such an emergency.**

5. BID EVALUATION AND AWARD:

TERMS, CONDITIONS AND SPECIFICATIONS

Term Contract for Supplies

- a. Bid evaluation will be based on price, conformance with specifications and the BIDDER's ability to perform the contract in accordance with the terms and conditions required. BIDDERS will submit, with their proposal, all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.
- b. Samples, when required, must be submitted within the time specified at no expense to Hernando County. Each individual sample must be labeled with BIDDER's name, address, phone number and name of mine and location.
- c. The COUNTY intends to award this contract to the lowest, responsive and responsible BIDDER.. However, the COUNTY reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.
- d. If two or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the COUNTY reserves the right to award the contract to the BIDDER whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two or more Hernando County BIDDERS or from non-local BIDDERS when no Hernando County BIDDER has submitted a tie bid, then the Board of County Commissioners shall award the contract to one vendor by drawing lots in a public meeting.
- e. The COUNTY shall be the sole judge as to the relative merits of the bids received.
- f. If a separate written Contract is not required by the COUNTY, a written letter of award, mailed or otherwise furnished to the successful BIDDER, shall result in a binding contract without further action by either party.

6. DELIVERY & ACCEPTANCE:

- a. The COUNTY will order supplies by issuance of a Hernando County numbered Purchase Order/Release Order. Each order will specify the quantity required, the location and the date for delivery.
- b. **Delivery date and time to be scheduled and confirmed by Department at time order is placed. Note: standard delivery is within 72 hours from confirmed order by Department.**
- c. All items furnished shall be new and free from defects. No others will be accepted under the terms and conditions of this bid.
- d. Receipt of supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the VENDOR takes necessary corrective action. If the proposed corrective action is not acceptable to the COUNTY, final acceptance of the services/supplies may be refused, in which case the services/supplies shall remain the property of the Vendor and the COUNTY Shall not be liable for payment for any portion thereof.

TERMS, CONDITIONS AND SPECIFICATIONS

Term Contract for Supplies

- e. **IMPORTANT NOTE:** No Semi-trailers to be used to deliver sand. Vendor must use smaller dump trucks (mini-wheelers) to deliver sand to each location specified by the Department. Date of delivery must be coordinated/scheduled with the County within 72 hours of placement of order.

7. NON-PERFORMANCE:

- a. Time is of the essence in this contract and failure to deliver the supplies specified within the time period required shall be considered a default.
- b. In case of default, the COUNTY may procure the supplies from other sources and hold the VENDOR responsible for all costs occasioned there by and may immediately cancel the contract.

8. TAXES:

The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

- a. Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8

This exemption does not apply to purchases of tangible personal property made by VENDORS who use the tangible personal property in the performance of contracts for improvements of COUNTY owned real property (Chapter 192 and 212, F.S., and applicable rules of the Dept. of Revenue).

9. SPECIAL PROVISIONS:

- a. **PUBLIC ENTITY CRIMES** - Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, On Public Entity Crimes. Prior to bid award, the recommended vendor may be required to submit a sworn statement attesting to compliance with said statute.
- b. **PERMITS AND LICENSES** - The BIDDER agrees to secure all necessary licenses and permits prior to commencement of each assigned project, and agrees to comply with all Federal and State laws, and COUNTY and Municipal Ordinances and Regulations in any manner affecting the work described in this solicitation.
- d. **CLARIFICATION AND ADDENDUM** - If any BIDDER contemplating submitting a bid for this contract is in doubt as to the true meaning of the terms, conditions, specifications or other bid documents or any part thereof, he may submit to the Purchasing and Contracts Director, on or before five (5) calendar days prior to the scheduled opening of bids, a request for clarification. All such requests for information and/or clarification shall be made in writing and the BIDDER submitting the request will be responsible for its prompt delivery. Any interpretation of the bid terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each BIDDER receiving an Invitation for Bids. The COUNTY will not be responsible for any other explanation or interpretation of the proposed bid

TERMS, CONDITIONS AND SPECIFICATIONS

Term Contract for Supplies

made or given prior to the award of the contract.

Receipt of an addendum to this solicitation by an offeror must be acknowledged by signing and returning the amendment to the Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, FL 34601-2800. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

10. PAYMENT:

- a. Payment for services/supplies received will be accomplished by submission of an invoice, in duplicate, with Purchase Number referenced thereon to:

HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265
BROOKSVILLE, FLORIDA 34601-2828

Each statement shall give a detailed breakdown of the supplies delivered.

- b. Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

IMPORTANT NOTICE

APPLICATION OF ENCLOSED "SEALED BID" LABEL TO EXTERIOR OF BID ENVELOPE SATISFIES THE SUBMITTAL REQUIREMENTS FOR MARKING AND IDENTIFYING A SEALED BID

IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. TABULATIONS WILL NOT BE TRANSMITTED BY FACSIMILE.

FOR THOSE BIDDERS WHO HAVE DOWNLOADED THE DOCUMENT FROM OUR WEBSITE: PLEASE MARK THE PACKAGE AS A "SEALED BID", INCLUDE THE SOLICITATION NO., THE DUE DATE AND LABEL "WHITE CONCRETE SAND."

TERMS, CONDITIONS AND SPECIFICATIONS

Term Contract for Supplies

INDEMNITY, SAFETY AND INSURANCE PROVISIONS

a. INDEMNITY

To the fullest extent permitted by law, the VENDOR covenants, and agrees that it will indemnify and hold harmless the COUNTY and all of the COUNTY'S officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by VENDOR during the performance of the contract, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither the VENDOR nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents, or employees.

b. PROTECTION OF PERSONS AND PROPERTY

- 1) The VENDOR will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.
- 2) The VENDOR will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the VENDOR will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

c. MINIMUM INSURANCE REQUIREMENTS

VENDOR shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the COUNTY of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

- 1) WORKERS' COMPENSATION: As required by law:

STATE.....	Statutory
APPLICABLE FEDERAL.....	Statutory
EMPLOYER'S LIABILITY.....	Minimum:
	\$100,000 each accident
	\$100,000 by disease
	\$100,000 aggregate by disease

- 2) GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death. **COVERAGE AS FOLLOWS:**

TERMS, CONDITIONS AND SPECIFICATIONS

Term Contract for Supplies

GENERAL AGGREGATE	<u>\$1,000,000</u>
COMPLETED OPERATION.....	<u>\$1,000,000</u>
PERSONAL/ADVERTISING INJURY	<u>\$1,000,000</u>
EACH OCCURRENCE	<u>\$1,000,000</u>
[Bodily Injury and Property Damage]	

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire)	\$50,000
MEDICAL EXPENSE (Any one (1) person)	\$5,000

- 3) **AUTOMOBILE LIABILITY**: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. **COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL)	<u>\$500,000</u>
BODILY INJURY (Per Person)	<u>\$500,000</u>
BODILY INJURY (Per Accident)	<u>\$500,000</u>
PROPERTY DAMAGE.....	<u>\$500,000</u>

NOTE: All limits stated above are minimum requirements.

- d. Each insurance policy shall include the following conditions by endorsement to the policy:

- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to the **COUNTY** by certified mail to: **HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT, 20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FLORIDA 34601-2828**. **VENDOR** shall also notify the **COUNTY**, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said **VENDOR** from its insurer; and nothing contained herein shall absolve **VENDOR** of this requirement to provide notice.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against the **COUNTY** for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of **VENDOR**.
- 3) The term "**COUNTY**" or "**HERNANDO COUNTY**" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the **COUNTY** and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of **HERNANDO COUNTY**.
- 4) **HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS** shall be endorsed to

Term Contract for Supplies

- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.
- 6) VENDOR hereby waives subrogation rights for loss or damage against the COUNTY.

e. The VENDOR shall be required to provide to the COUNTY Certificates of Insurance prior to commencement of services.

f. BIDDERS may, at the COUNTY'S request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of Certificates of Insurance Coverage(s), prior to award of the Contract.

**QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:
KATHLEEN C. BUFFUM, PURCHASING AGENT, AT (352) 540-6221 OR FAXED
TO (352) 754-4199.**

Pine Island Park 400 tons
10840 Pine Island Drive
Spring Hill, FL 34607

Page No. 10
SOLICITATION NO.C07-025/KCB

TERMS, CONDITIONS AND SPECIFICATIONS

Term Contract for Supplies

Anderson Snow Park – Soccer Field	560 tons
Anderson Snow Park - Baseball Field	380 tons
1360 Anderson Snow Road	
Brooksville, FL 34609	

Delta Woods	200 tons
3400 Deltona Blvd	
Spring Hill, FL 34606	

Ernie Wever Park	565 tons
19473 Youth Drive (off 98 N)	
Brooksville, FL 34601	

Kennedy Park	140 tons
1000 Kennedy Blvd	
Brooksville, FL 34601	

Ridge Manor	300 tons
34030 Ridge Manor Blvd	
Ridge Manor, FL	

Veterans Park	400 tons
12254 Spring Hill Drive	
Spring Hill, FL 34609	

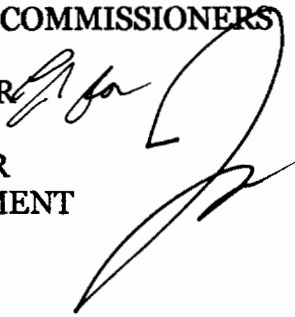
Little Red School House	50 tons
1208 Kenlake Ave.	
Spring Hill, FL 34606	

Lake Townsend Regional Park	50 tons
28011 Lake Lindsey Rd	
Brooksville, FL 34601	

Storm Related Quantity*	800 tons
(see page 4, item 4.c.)	

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR 

FROM: JAMES D. GANTT, CPPO, C.P.M., DIRECTOR
PURCHASING AND CONTRACTS DEPARTMENT

DATE: APRIL 17, 2007

SUBJECT: AIRPORT ROADWAY IMPROVEMENTS PROJECT
SOLICITATION NO. 07-043

Brief Overview: The Airport Department prepared contract documents for the Airport Roadway Improvements Project. The scope of work included: construction of approximately 13,000 linear feet of new collector roadway with associated clearing, grubbing and storm water facilities.

Budget Impact: Project funding is available as follows:

07411-5666514	\$ 714,060.03
34392-5626589	\$2,133,374.73

 Reviewed A copy of the escrow agreement between the County and Holland Springs Development Corp. is attached.

Legal Impact: In accordance with Part II, Chapter 2, Article V, Hernando County Code of Ordinances.

 Reviewed **LR No. 07-86**

RECOMMENDED

ACTION: Staff recommends that the Board take the following action:

approve the attached Budget Resolutions for recognition of loan proceeds and outside funding;

award the bid for the Airport Roadway Improvements Project, in the total amount of \$2,847,434.76 (South Airport Roads and Aerial Way Base Bids plus South Airport Roads Alternate Items #1 and #2), to Goodwin Bros. Construction, Inc., the lowest responsive, responsible bidder; and

authorize the Airport Director, or his designee, to approve change orders for contract time extension, should such time extension be necessary due to inclement weather conditions.

CONSENT
AGENDA ITEM 7.

TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisements, posted the advertisement on the County's website and mailed Invitations for Bid to prospective vendors to procure bids for the Airport Roadway Improvements project. The following is a summary of responses received. (Attached is a detailed tabulation.)

BIDDERS	<u>TOTAL BASE BID</u> SOUTH AIRPORT ROADS + AERIAL WAY	SOUTH AIRPORT RDS. ALT. ITEMS	AERIAL WAY ALT. ITEMS
Goodwin Bros. Construction, Inc. Brooksville, Florida	\$2,811,194.76	\$15,840.00 \$20,400.00	\$167,860.29
Counts Construction Ocala, Florida	\$3,629,034.76	\$29,700.00 \$38,250.00	\$369,925.36
Southern Site Works Zephyrhills, Florida	\$3,827,374.50	\$17,820.00 \$22,950.00	\$175,628.50
Simmons Construction Co. Brooksville, Florida	\$4,032,035.26	\$24,750.00 \$31,875.00	\$191,101.17
Prince Contracting Co., Inc. Palmetto, Florida	\$4,558,625.50	\$26,235.00 \$33,787.50	\$266,295.00
Hewitt Contracting Co., Inc. Leesburg, Florida	\$4,621,658.30	\$29,700.00 \$38,250.00	\$262,586.25
Specialized Services, Inc. Oxford, Florida	\$4,806,983.60	\$21,285.00 \$27,412.50	\$260,210.05
DAB Constructors, Inc. Inglis, Florida	\$4,888,888.88	\$28,215.00 \$36,337.50	\$345,447.50

EVALUATION OF BIDS

Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contracts in accordance with the terms, conditions and specifications required. Bid responses were reviewed and evaluated by the Airport Department and Purchasing and Contracts. Staff has determined that Goodwin Bros. Construction, Inc. of Brooksville, Florida, submitted the lowest responsive, responsible bid.

The Airport Department is recommending that, in addition to awarding the Base Bid amount for both the South Airport Roadways and Aerial Way, Alternates #1 and #2 (for South Airport Roads) also be awarded. These alternate items will increase the size of the proposed Drainage Retention Areas to accommodate future growth and development in the area of the project as dictated by Southwest Florida Water Management District permitting requirements.

RESOLUTION NO.: 2007-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
4311-07411-3840069	LOAN PROCEEDS - AP ENTR RD	\$0.00	\$235,935.00	235,935.00
4311-07411-3898392	CAPITAL CONTRIBUTION-BROAD & CASSEL	\$0.00	\$350,000.00	350,000.00
				0.00
				0.00
				0.00
				0.00
TOTAL		\$0.00	\$585,935.00	\$585,935.00

APPROPRIATION

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
4311-07411-5666514	CIP - AIRPORT ENTRANCE RD	\$137,033	\$585,935.00	722,968.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	\$137,033.00	\$585,935.00	\$722,968.00

ADOPTED this _____ day of _____, 2007.

BY: Kw 4/17/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
KAREN NICOLAI
 Clerk

By: Jeff Stabins
Chairman

RESOLUTION NO.: 2007-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

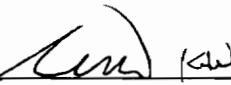
<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
4311-34392-3840068	LOAN PROCEEDS - AP RD IMPRV	0.00	799,065.00	\$799,065.00
				\$0.00
				\$0.00
				\$0.00
	TOTAL	\$0.00	\$799,065.00	\$799,065.00

APPROPRIATION

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
				\$0.00
				\$0.00
				0.00
4311-34392-5626589	CIP-AIRPORT ROAD/RAIL	\$1,369,068.91	\$799,065.00	2,168,133.91
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	\$1,369,068.91	\$799,065.00	\$2,168,133.91

ADOPTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

BY:  4/17/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

Attest: _____
KAREN NICOLAI
Clerk

By: _____
Jeff Stabins
Chairman

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Goodwin Bros. Construction, Inc. P.O. Box 1689 Brooksville, FL 34605 Carol Goodwin, President		Counts Construction Co. 3021 NW 21st Street Ocala, FL 34475 Glenn D. Counts, President		Southern Site Works 4639 Bough Rd. Zephyrhills, FL 33541 David A. Reamer, President	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SOUTH AIRPORT ROADS										
1	101-1	Mobilization/Demobilization	1	LS	\$35,505.00	\$35,505.00	\$72,000.00	\$72,000.00	\$217,500.00	\$217,500.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	\$97,300.00	\$97,300.00	\$45,000.00	\$45,000.00	\$14,000.00	\$14,000.00
3	102-1	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$2,650.00	\$2,650.00
4	104-10-1	Baled Hay or Straw	110	EA	\$6.50	\$715.00	\$40.00	\$4,400.00	\$9.50	\$1,045.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	\$0.63	\$15,498.00	\$2.00	\$49,200.00	\$0.80	\$19,680.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	\$850.00	\$1,700.00	\$2,000.00	\$4,000.00	\$1,570.00	\$3,140.00
7	110-1-1	Clearing and Grubbing	105	AC	\$1,600.00	\$168,000.00	\$1,000.00	\$105,000.00	\$3,250.00	\$341,250.00
8	120-1	Regular Excavation	416,870	CY	\$1.60	\$666,992.00	\$1.95	\$812,896.50	\$1.80	\$750,366.00
9	120-4	Unsuitable Excavation	2,500	CY	\$1.60	\$4,000.00	\$15.00	\$37,500.00	\$2.75	\$6,875.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	\$1.40	\$36,400.00	\$2.75	\$71,500.00	\$3.80	\$98,800.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	\$8.18	\$187,322.00	\$7.80	\$178,620.00	\$9.45	\$216,405.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	\$5.25	\$54,600.00	\$4.05	\$42,120.00	\$5.50	\$57,200.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depth	40	SY	\$75.00	\$3,000.00	\$50.00	\$2,000.00	\$9.60	\$384.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	\$85.00	\$357,000.00	\$97.00	\$407,400.00	\$88.00	\$369,600.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	\$2,335.00	\$44,365.00	\$3,546.00	\$67,374.00	\$2,750.00	\$52,250.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	\$3,235.00	\$9,705.00	\$3,444.00	\$10,332.00	\$3,000.00	\$9,000.00
17	430-171-12	18" RCP Culvert, Class III	451.5	LF	\$29.25	\$13,206.38	\$36.60	\$16,524.90	\$38.50	\$17,382.75
18	430-171-13	30" RCP Culvert, Class III	3,730.5	LF	\$50.50	\$188,390.25	\$69.72	\$260,090.46	\$49.50	\$184,659.75
19	430-982-12	18" Mitered End Section Optional Round	11	EA	\$450.00	\$4,950.00	\$1,238.00	\$13,618.00	\$735.00	\$8,085.00
20	430-982-13	30" Mitered End Section Optional Round	19	EA	\$1,000.00	\$19,000.00	\$2,000.00	\$38,000.00	\$1,540.00	\$29,260.00
21	520-1-7	Type E Curb & Gutter	100	LF	\$18.00	\$1,800.00	\$30.00	\$3,000.00	\$9.75	\$975.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	\$6.50	\$10,140.00	\$20.00	\$31,200.00	\$89.25	\$139,230.00
23	570-2	Seed and Mulch Bahia	349,000	SY	\$0.22	\$76,780.00	\$0.35	\$122,150.00	\$0.50	\$174,500.00
24	575-1-1	Sodding, Bahia	9,900	SY	\$1.68	\$16,632.00	\$2.00	\$19,800.00	\$1.75	\$17,325.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	\$160.00	\$2,080.00	\$240.00	\$3,120.00	\$183.00	\$2,379.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	\$195.00	\$780.00	\$420.00	\$1,680.00	\$320.00	\$1,280.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	\$3.75	\$3,000.00	\$5.53	\$4,424.00	\$4.25	\$3,400.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	\$0.27	\$4,352.40	\$0.32	\$5,158.40	\$0.24	\$3,868.80
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	\$0.44	\$39.60	\$0.59	\$53.10	\$0.45	\$40.50
30	710-25-181	Solid Traffic Stripe (White 18")	40	LF	\$1.30	\$52.00	\$2.10	\$84.00	\$1.60	\$64.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	\$1.35	\$75.60	\$3.00	\$168.00	\$2.00	\$112.00
32	710-26-61	Solid Traffic Stripe (Yellow 6")	15,800	LF	\$0.27	\$4,266.00	\$0.32	\$5,056.00	\$0.24	\$3,792.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	\$1.15	\$34.50	\$2.10	\$63.00	\$1.60	\$48.00
34	730-76-106	16" Steel Casing, Open Trench	462	LF	\$45.50	\$21,021.00	\$83.20	\$38,438.40	\$24.35	\$11,249.70
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	\$0.85	\$11,305.00	\$0.60	\$7,980.00	\$3.05	\$40,565.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	\$7,500.00	\$22,500.00	\$8,292.00	\$24,876.00	\$8,350.00	\$25,050.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	\$18.00	\$2,628.00	\$28.44	\$4,152.24	\$27.25	\$3,978.50
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	\$20.00	\$7,000.00	\$29.88	\$10,458.00	\$30.75	\$10,762.50
TOTAL BASE BID SOUTH AIRPORT ROADS						\$2,097,134.73		\$2,544,437.00		\$2,838,152.50

39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	\$1.60	\$15,840.00	\$3.00	\$29,700.00	\$1.80	\$17,820.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	\$1.60	\$20,400.00	\$3.00	\$38,250.00	\$1.80	\$22,950.00

SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2						\$2,133,374.73		\$2,612,387.00		\$2,878,922.50

					Goodwin Bros. Construction, Inc.		Counts Construction Co.		Southern Site Works	
AERIAL WAY										
1	101-1	Mobilization/Demobilization	1	LS	\$14,000.00	\$14,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
2	101-2	Monuments	1	LS	\$41,800.00	\$41,800.00	\$40,000.00	\$40,000.00	\$7,600.00	\$7,600.00
3	102-1	Maintenance of Traffic	1	LS	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$5,650.00	\$5,650.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	\$0.63	\$3,313.80	\$3.00	\$15,780.00	\$0.80	\$4,208.00
5	327-70-6	Asphalt Milling	1,286	SY	\$6.90	\$8,873.40	\$5.00	\$6,430.00	\$9.40	\$12,088.40
6	110-1-1	Clearing & Grubbing	10	AC	\$1,800.00	\$18,000.00	\$4,000.00	\$40,000.00	\$4,500.00	\$45,000.00
7	120-1	Roadway Excavation	12,607	CY	\$1.60	\$20,171.20	\$2.50	\$31,517.50	\$2.40	\$30,256.80
8	120-1	Pond Excavation	68,894	CY	\$1.60	\$110,230.40	\$2.50	\$172,235.00	\$3.80	\$261,797.20
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	\$1.40	\$16,300.20	\$2.75	\$32,018.25	\$3.80	\$44,243.40
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	\$8.18	\$85,521.90	\$7.80	\$81,549.00	\$9.45	\$98,799.75
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	\$11.25	\$111,712.50	\$12.15	\$120,649.50	\$9.95	\$98,803.50
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75"	1,738	SY	\$8.10	\$14,077.80	\$8.30	\$14,425.40	\$7.55	\$13,121.90
12	425-1-341	Curb Inlets	5	EA	\$2,800.00	\$14,000.00	\$9,399.60	\$46,998.00	\$3,235.00	\$16,175.00
13	425-1-541	Type D Inlet	1	EA	\$2,800.00	\$2,800.00	\$2,954.70	\$2,954.70	\$2,565.00	\$2,565.00
14	425-1-521	Type C Inlets	3	EA	\$1,700.00	\$5,100.00	\$1,984.50	\$5,953.50	\$2,010.00	\$6,030.00
15	430-171-12	18" rcp Culvert, Class III	193	LF	\$29.25	\$5,645.25	\$38.43	\$7,416.99	\$43.00	\$8,299.00
16	430-171-13	24" RCP Culvert, Class III	311	LF	\$40.10	\$12,471.10	\$51.92	\$16,147.12	\$44.25	\$13,761.75
17	430-171-13	36" RCP Culvert, Class III	1,254	LF	\$66.60	\$83,516.40	\$95.95	\$120,321.30	\$78.45	\$98,376.30
18	430-171-14	48" RCP Culvert, Class III	402	LF	\$97.00	\$38,994.00	\$150.00	\$60,300.00	\$114.00	\$45,828.00
19	430-982-13	36" Mitered End Section, Single	2	EA	\$1,660.00	\$3,320.00	\$2,800.00	\$5,600.00	\$1,835.00	\$3,670.00
20	430-982-14	48" Mitered End Section Double	2	EA	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$4,765.00	\$9,530.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	\$6.50	\$364.00	\$50.00	\$2,800.00	\$89.25	\$4,998.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	\$10.25	\$13,366.00	\$20.00	\$26,080.00	\$11.50	\$14,996.00
23	520-1-10	Type F Curb & Gutter	1,828	LF	\$10.25	\$18,737.00	\$20.00	\$36,560.00	\$13.35	\$24,403.80
24	425-1-341	Curb Inlets Type P4	5	EA	\$2,700.00	\$13,500.00	\$9,399.60	\$46,998.00	\$3,230.00	\$16,150.00
25	425-2	Stormwater Manholes	4	EA	\$3,200.00	\$12,800.00	\$3,906.00	\$15,624.00	\$3,675.00	\$14,700.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	\$0.22	\$3,223.00	\$0.35	\$5,127.50	\$0.50	\$7,325.00
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	\$1.68	\$24,454.08	\$2.00	\$29,112.00	\$1.70	\$24,745.20
28	710-20	Traffic Striping	1	LS	\$3,838.00	\$3,838.00	\$10,000.00	\$10,000.00	\$4,850.00	\$4,850.00
29	700-40	Traffic Signage	1	LS	\$1,430.00	\$1,430.00	\$10,000.00	\$10,000.00	\$1,250.00	\$1,250.00
TOTAL BASE BID AERIAL WAY						\$714,060.03		\$1,084,597.76	extension errors corrected	\$989,222.00

AERIAL WAY - ALTERNATE #1									
1	102-1	Maintenance of Traffic	1	LS	\$8,500.00	\$8,500.00	\$50,000.00	\$50,000.00	\$2,350.00
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	\$1,800.00	-\$5,400.00	\$2,000.00	-\$6,000.00	\$3,250.00
3	120-1	Roadway Excavation	1500	CY	\$1.60	\$2,400.00	\$10.00	\$15,000.00	\$2.65
4	160-4	12" Type B Stabilization LBR 40	3601	SY	\$1.40	\$5,041.40	\$5.00	\$18,005.00	\$3.80
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	\$8.18	\$25,554.32	\$10.50	\$32,802.00	\$9.45
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	\$11.25	\$9,585.00	\$20.00	\$17,040.00	\$11.80
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	\$13.45	\$28,285.35	\$20.00	\$42,060.00	\$14.35
8	0522-1	Concrete 4" Thick	468	SY	\$30.60	\$14,320.80	\$50.00	\$23,400.00	\$20.00
9	425-1-341	Curb Inlets	2	EA	\$2,700.00	\$5,400.00	\$9,912.00	\$19,824.00	\$3,235.00
10	430-171-12	18" RCP Culvert, Class III	229	LF	\$29.25	\$6,698.25	\$49.44	\$11,321.76	\$43.00
11	430-171-13	36" RCP Culvert, Class III	237	LF	\$66.60	\$15,784.20	\$111.60	\$26,449.20	\$78.45
12	0730-7611	Casing Steel (F&S) 24"	432	LF	\$65.00	\$28,080.00	\$83.20	\$35,942.40	\$30.65
13	520-1-7	Type E Curb & Gutter (Deduct)	-1304	LF	\$10.25	-\$13,366.00	\$15.00	-\$19,560.00	\$11.50
14	520-1-7	Type D Curb & Gutter	504	LF	\$9.00	\$4,536.00	\$20.00	\$10,080.00	\$13.50
15	520-1-10	Type F Curb & Gutter	1217	LF	\$10.25	\$12,474.25	\$20.00	\$24,340.00	\$13.50
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	\$16.00	\$10,144.00	\$65.00	\$41,210.00	\$28.50
17	425-341	Curb Inlets, Type P4	2	EA	\$2,800.00	\$5,600.00	\$9,912.00	\$19,824.00	\$3,230.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Structures	229	SY	\$1.68	\$384.72	\$3.00	\$687.00	\$1.70
19	710-25	Traffic Striping	1	LS	\$3,838.00	\$3,838.00	\$7,500.00	\$7,500.00	\$4,950.00
TOTAL AERIAL WAY - ALTERNATE #1					extension error corrected	\$167,860.29		\$369,925.36	extension error corrected \$175,628.50

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY						\$2,811,194.76		\$3,629,034.76	extension errors corrected \$3,827,374.50

**HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828**

**BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS**

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Simmons Construction Co. 13018 U.S. Hwy 41 North Brooksville, FL 34610 Hubert Simmons, President		Prince Contracting Co., Inc. 5411 Willis Road Palmette, FL 34221 Douglas A. Delaney, Vice Pres.		Hewitt Contracting Company, Inc. Post Office Box 490697 Leesburg, FL 34749-0697 Howard H. Hewitt, President	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SOUTH AIRPORT ROADS										
1	101-1	Mobilization/Demobilization	1	LS	\$56,785.00	\$56,785.00	\$81,500.00	\$81,500.00	\$120,000.00	\$120,000.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	\$95,450.00	\$95,450.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00
3	102-1	Maintenance of Traffic	1	LS	\$3,000.00	\$3,000.00	\$8,950.00	\$8,950.00	\$10,000.00	\$10,000.00
4	104-10-1	Baled Hay or Straw	110	EA	\$10.00	\$1,100.00	\$12.00	\$1,320.00	\$7.00	\$770.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	\$1.50	\$36,900.00	\$1.50	\$36,900.00	\$2.00	\$49,200.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$1,000.00	\$2,000.00
7	110-1-1	Clearing and Grubbing	105	AC	\$3,500.00	\$367,500.00	\$4,700.00	\$493,500.00	\$2,700.00	\$283,500.00
8	120-1	Regular Excavation	416,870	CY	\$2.50	\$1,042,175.00	\$2.65	\$1,104,705.50	\$3.00	\$1,250,610.00
9	120-4	Unsuitable Excavation	2,500	CY	\$3.50	\$8,750.00	\$15.00	\$37,500.00	\$6.00	\$15,000.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	\$3.81	\$99,060.00	\$2.50	\$65,000.00	\$3.00	\$78,000.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	\$9.57	\$219,153.00	\$10.00	\$229,000.00	\$10.00	\$229,000.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	\$2.97	\$30,888.00	\$15.00	\$156,000.00	\$8.00	\$83,200.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depth	40	SY	\$75.00	\$3,000.00	\$175.00	\$7,000.00	\$10.00	\$400.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	\$94.60	\$397,320.00	\$90.00	\$378,000.00	\$90.00	\$378,000.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	\$3,006.00	\$57,114.00	\$2,250.00	\$42,750.00	\$3,350.00	\$63,650.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	\$3,074.00	\$9,222.00	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00
17	430-171-125	18" RCP Culvert, Class III	451.5	LF	\$33.50	\$15,125.25	\$40.00	\$18,060.00	\$85.00	\$38,377.50
18	430-171-133	30" RCP Culvert, Class III	3,730.5	LF	\$54.85	\$204,617.93	\$70.00	\$261,135.00	\$110.00	\$410,355.00
19	430-982-125	18" Mitered End Section Optional Round	11	EA	\$550.00	\$6,050.00	\$950.00	\$10,450.00	\$1,250.00	\$13,750.00
20	430-982-133	30" Mitered End Section Optional Round	19	EA	\$775.00	\$14,725.00	\$2,750.00	\$52,250.00	\$2,900.00	\$55,100.00
21	520-1-7	Type E Curb & Gutter	100	LF	\$10.14	\$1,014.00	\$30.00	\$3,000.00	\$13.65	\$1,365.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	\$30.00	\$46,800.00	\$60.00	\$93,600.00	\$60.00	\$93,600.00
23	570-2	Seed and Mulch Bahia	349,000	SY	\$0.40	\$139,600.00	\$0.50	\$174,500.00	\$0.65	\$226,850.00
24	575-1-1	Sodding, Bahia	9,900	SY	\$1.60	\$15,840.00	\$2.50	\$24,750.00	\$1.90	\$18,810.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	\$210.50	\$2,736.50	\$225.00	\$2,925.00	\$190.00	\$2,470.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	\$368.00	\$1,472.00	\$400.00	\$1,600.00	\$330.00	\$1,320.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	\$4.89	\$3,912.00	\$6.00	\$4,800.00	\$4.50	\$3,600.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	\$0.27	\$4,352.40	\$0.30	\$4,836.00	\$0.25	\$4,030.00
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	\$0.52	\$46.80	\$1.00	\$90.00	\$0.45	\$40.50
30	710-25-181	Solid Traffic Stripe (White 18")	40	LF	\$1.84	\$73.60	\$2.00	\$80.00	\$1.65	\$66.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	\$2.30	\$128.80	\$2.50	\$140.00	\$2.10	\$117.60
32	710-26-61	Solid Traffic Stripe (Yellow 6")	15,800	LF	\$0.27	\$4,266.00	\$0.30	\$4,740.00	\$0.25	\$3,950.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	\$1.84	\$55.20	\$2.00	\$60.00	\$1.90	\$57.00
34	730-76-109	16" Steel Casing, Open Trench	462	LF	\$66.00	\$30,492.00	\$80.00	\$36,960.00	\$100.00	\$46,200.00
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	\$1.61	\$21,413.00	\$2.00	\$26,600.00	\$1.50	\$19,950.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4ft. Diam) Complete	3	EA	\$11,000.00	\$33,000.00	\$10,000.00	\$30,000.00	\$9,300.00	\$27,900.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	\$51.75	\$7,555.50	\$80.00	\$11,680.00	\$80.00	\$11,680.00
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	\$53.75	\$18,812.50	\$85.00	\$29,750.00	\$85.00	\$29,750.00
TOTAL BASE BID SOUTH AIRPORT ROADS						\$3,004,505.48		\$3,501,131.50		\$3,655,168.60

39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	\$2.50	\$24,750.00	\$2.65	\$26,235.00	\$3.00	\$29,700.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	\$2.50	\$31,875.00	\$2.65	\$33,787.50	\$3.00	\$38,250.00

SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2						\$3,061,130.48		\$3,561,154.00		\$3,723,118.60

					Simmons Construction Co.		Prince Contracting Co., Inc.		Hewitt Contracting Company, Inc.	
		AERIAL WAY								
1	101-1	Mobilization/Demobilization	1	LS	\$22,743.00	\$22,743.00	\$60,000.00	\$60,000.00	\$8,500.00	\$8,500.00
2	101-2	Monuments	1	LS	\$42,550.00	\$42,550.00	\$30,000.00	\$30,000.00	\$5,500.00	\$5,500.00
3	102-1	Maintenance of Traffic	1	LS	\$15,753.00	\$15,753.00	\$17,500.00	\$17,500.00	\$2,500.00	\$2,500.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	\$1.50	\$7,890.00	\$1.50	\$7,890.00	\$1.00	\$5,260.00
5	327-70-6	Asphalt Milling	1,286	SY	\$4.00	\$5,144.00	\$8.00	\$10,288.00	\$1.00	\$1,286.00
6	110-1-1	Clearing & Grubbing	10	AC	\$11,000.00	\$110,000.00	\$5,500.00	\$55,000.00	\$1,200.00	\$12,000.00
7	120-1	Roadway Excavation	12,607	CY	\$3.00	\$37,821.00	\$3.25	\$40,972.75	\$3.00	\$37,821.00
8	120-1	Pond Excavation	68,894	CY	\$3.00	\$206,682.00	\$2.00	\$137,788.00	\$3.00	\$206,682.00
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	\$3.81	\$44,359.83	\$3.25	\$37,839.75	\$3.00	\$34,929.00
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	\$9.57	\$100,054.35	\$11.50	\$120,232.50	\$10.00	\$104,550.00
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	\$12.88	\$127,898.40	\$11.00	\$109,230.00	\$10.00	\$99,300.00
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75"	1,738	SY	\$10.29	\$17,884.02	\$10.00	\$17,380.00	\$8.50	\$14,773.00
12	425-1-341	Curb Inlets	5	EA	\$2,570.00	\$12,850.00	\$2,600.00	\$13,000.00	\$4,500.00	\$22,500.00
13	425-1-541	Type D Inlet	1	EA	\$2,340.00	\$2,340.00	\$2,750.00	\$2,750.00	\$3,300.00	\$3,300.00
14	425-1-521	Type C Inlets	3	EA	\$1,600.00	\$4,800.00	\$2,250.00	\$6,750.00	\$2,900.00	\$8,700.00
15	430-171-125	18" rcp Culvert, Class III	193	LF	\$33.50	\$6,465.50	\$42.00	\$8,106.00	\$85.00	\$16,405.00
16	430-171-133	24" RCP Culvert, Class III	233	LF	\$43.14	\$13,416.54	\$80.00	\$24,880.00	\$90.00	\$27,990.00
17	430-171-138	36" RCP Culvert, Class III	1,254	LF	\$71.29	\$89,397.66	\$105.00	\$131,670.00	\$115.00	\$144,210.00
18	430-171-141	48" RCP Culvert, Class III	402	LF	\$120.20	\$48,320.40	\$150.00	\$60,300.00	\$145.00	\$58,290.00
19	430-982-138	36" Mitered End Section, Single	2	EA	\$1,388.00	\$2,776.00	\$3,500.00	\$7,000.00	\$5,000.00	\$10,000.00
20	430-982-141	48" Mitered End Section Double	2	EA	\$1,867.00	\$3,734.00	\$5,250.00	\$10,500.00	\$8,000.00	\$16,000.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	\$30.00	\$1,680.00	\$65.00	\$3,640.00	\$60.00	\$3,360.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	\$10.14	\$13,222.56	\$20.00	\$26,080.00	\$13.65	\$17,799.60
23	520-1-10	Type F Curb & Gutter	1,828	LF	\$10.14	\$18,535.92	\$19.00	\$34,732.00	\$13.40	\$24,495.20
24	425-1-341	Curb Inlets Type P4	5	EA	\$3,234.00	\$16,170.00	\$2,000.00	\$10,000.00	\$4,520.00	\$22,600.00
25	425-2	Stormwater Manholes	4	EA	\$3,387.00	\$13,548.00	\$4,500.00	\$18,000.00	\$3,890.00	\$15,560.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	\$0.40	\$5,860.00	\$0.50	\$7,325.00	\$0.65	\$9,522.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	\$1.60	\$23,289.60	\$2.50	\$36,390.00	\$1.90	\$27,656.40
28	710-20	Traffic Striping	1	LS	\$6,260.00	\$6,260.00	\$6,250.00	\$6,250.00	\$3,000.00	\$3,000.00
29	700-40	Traffic Signage	1	LS	\$6,084.00	\$6,084.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00
TOTAL BASE BID AERIAL WAY						\$1,027,529.78		\$1,057,494.00	extension error corrected	\$966,489.70

		AERIAL WAY - ALTERNATE #1								
1	102-1	Maintenance of Traffic	1	LS	\$12,175.00	\$12,175.00	\$14,450.00	\$14,450.00	\$12,000.00	\$12,000.00
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	\$11,000.00	-\$33,000.00	\$5,500.00	-\$16,500.00	\$1,200.00	-\$3,600.00
3	120-1	Roadway Excavation	1500	CY	\$2.50	\$3,750.00	\$7.80	\$11,700.00	\$3.00	\$4,500.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	\$3.81	\$13,719.81	\$10.00	\$36,010.00	\$3.00	\$10,803.00
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	\$9.57	\$29,896.68	\$12.75	\$39,831.00	\$10.00	\$31,240.00
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	\$12.88	\$10,973.76	\$16.75	\$14,271.00	\$11.75	\$10,011.00
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	\$18.97	\$39,893.91	\$20.00	\$42,060.00	\$17.35	\$36,487.05
8	0522-1	Concrete 4" Thick	468	SY	\$27.50	\$12,870.00	\$25.50	\$11,934.00	\$35.00	\$16,380.00
9	425-1-341	Curb Inlets	2	EA	\$2,570.00	\$5,140.00	\$1,800.00	\$3,600.00	\$4,500.00	\$9,000.00
10	430-171-125	18" RCP Culvert, Class III	229	LF	\$33.50	\$7,671.50	\$38.00	\$8,702.00	\$50.00	\$11,450.00
11	430-171-138	36" RCP Culvert, Class III	237	LF	\$71.29	\$16,895.73	\$100.00	\$23,700.00	\$105.00	\$24,885.00
12	0730-76114	Casing Steel (F&Y) 24"	432	LF	\$71.75	\$30,996.00	\$94.00	\$40,608.00	\$115.00	\$49,680.00
13	520-1-7	Type E Curb & Gutter (Deduct)	1304	LF	\$10.14	-\$13,222.56	\$16.00	-\$20,864.00	\$13.65	-\$17,799.60
14	520-1-7	Gtype D Curb & Gutter	504	LF	\$10.14	\$5,110.56	\$18.75	\$9,450.00	\$12.60	\$6,350.40
15	520-1-10	Type F Curb & Gutter	1217	LF	\$10.14	\$12,340.38	\$16.00	\$19,472.00	\$13.40	\$16,307.80
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	\$34.00	\$21,556.00	\$26.00	\$16,484.00	\$47.25	\$29,956.50
17	425-341	Curb Inlets, Type P4	2	EA	\$3,234.00	\$6,468.00	\$1,850.00	\$3,700.00	\$4,500.00	\$9,000.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Structures	229	SY	\$1.60	\$366.40	\$3.00	\$687.00	\$1.90	\$435.10
19	710-25	Traffic Striping	1	LS	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00
TOTAL AERIAL WAY - ALTERNATE #1						\$191,101.17		\$266,295.00		\$262,586.25

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY						\$4,032,035.26		\$4,558,625.50	extension error corrected	\$4,621,658.30

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Specialized Services, Inc. P.O. Box 372 Oxford, FL 34484 Ted Graham, President		DAB Constructors, Inc P.O. Box 1589 Inglis, FL 34449-1589 William J. Bachschmidt, VP	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SOUTH AIRPORT ROADS								
1	101-1	Mobilization/Demobilization	1	LS	\$261,625.00	\$261,625.00	\$225,000.00	\$225,000.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	\$64,990.00	\$64,990.00	\$57,000.00	\$57,000.00
3	102-1	Maintenance of Traffic	1	LS	\$99,500.00	\$99,500.00	\$37,000.00	\$37,000.00
4	104-10-1	Baled Hay or Straw	110	EA	\$40.00	\$4,400.00	\$3.00	\$330.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	\$3.73	\$91,758.00	\$1.20	\$29,520.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00
7	110-1-1	Clearing and Grubbing	105	AC	\$3,997.23	\$419,709.15	\$3,300.00	\$346,500.00
8	120-1	Regular Excavation	416,870	CY	\$2.15	\$896,270.50	\$2.70	\$1,125,549.00
9	120-4	Unsuitable Excavation	2,500	CY	\$10.75	\$26,875.00	\$7.50	\$18,750.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	\$3.85	\$100,100.00	\$4.20	\$109,200.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	\$13.20	\$302,280.00	\$12.00	\$274,800.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	\$6.66	\$69,264.00	\$8.85	\$92,040.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depth	40	SY	\$165.00	\$6,600.00	\$58.00	\$2,320.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	\$88.00	\$369,600.00	\$95.00	\$399,000.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	\$1,320.00	\$25,080.00	\$3,100.00	\$58,900.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	\$1,485.00	\$4,455.00	\$7,300.00	\$21,900.00
17	430-171-125	18" RCP Culvert, Class III	451.5	LF	\$34.38	\$15,522.57	\$56.00	\$25,284.00
18	430-171-133	30" RCP Culvert, Class III	3,730.5	LF	\$61.05	\$227,747.03	\$85.00	\$317,092.50
19	430-982-125	18" Mitered End Section Optional Round	11	EA	\$2,300.00	\$25,300.00	\$1,000.00	\$11,000.00
20	430-982-133	30" Mitered End Section Optional Round	19	EA	\$3,795.00	\$72,105.00	\$1,900.00	\$36,100.00
21	520-1-7	Type E Curb & Gutter	100	LF	\$10.64	\$1,064.00	\$12.20	\$1,220.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	\$92.00	\$143,520.00	\$91.25	\$142,350.00
23	570-2	Seed and Mulch Bahia	349,000	SY	\$0.31	\$108,190.00	\$0.33	\$115,170.00
24	575-1-1	Sodding, Bahia	9,900	SY	\$1.73	\$17,127.00	\$1.90	\$18,810.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	\$460.00	\$5,980.00	\$195.00	\$2,535.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	\$690.00	\$2,760.00	\$340.00	\$1,360.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	\$17.25	\$13,800.00	\$4.50	\$3,600.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	\$0.92	\$14,830.40	\$0.26	\$4,191.20
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	\$1.27	\$114.30	\$0.49	\$44.10
30	710-25-181	Solid Traffic Stripe (White 18")	40	LF	\$3.16	\$126.40	\$1.75	\$70.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	\$4.60	\$257.60	\$2.15	\$120.40
32	710-26-61	Solid Traffic Stripe (Yellow 6")	15,800	LF	\$0.92	\$14,536.00	\$0.26	\$4,108.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	\$3.16	\$94.80	\$1.95	\$58.50
34	730-76-109	16" Steel Casing, Open Trench	462	LF	\$64.40	\$29,752.80	\$60.00	\$27,720.00
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	\$11.50	\$152,950.00	\$2.00	\$26,600.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4FT. Diam) Complete	3	EA	\$13,225.00	\$39,675.00	\$14,000.00	\$42,000.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	\$23.00	\$3,358.00	\$95.00	\$13,870.00
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	\$25.88	\$9,058.00	\$96.00	\$33,600.00
TOTAL BASE BID SOUTH AIRPORT ROADS					extension errors corrected	\$3,647,375.55		\$3,628,712.70

39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	\$2.15	\$21,285.00	\$2.85	\$28,215.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	\$2.15	\$27,412.50	\$2.85	\$36,337.50

SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2					extension errors corrected	\$3,696,073.05		\$3,693,265.20

IC.					Specialized Services, Inc.		DAB Constructors, Inc	
		AERIAL WAY						
1	101-1	Mobilization/Demobilization	1	LS	\$105,475.00	\$105,475.00	\$116,992.48	\$116,992.48
2	101-2	Monuments	1	LS	\$48,745.00	\$48,745.00	\$22,000.00	\$22,000.00
3	102-1	Maintenance of Traffic	1	LS	\$38,800.00	\$38,800.00	\$16,500.00	\$16,500.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	\$3.73	\$19,619.80	\$1.20	\$6,312.00
5	327-70-6	Asphalt Milling	1,286	SY	\$6.90	\$8,873.40	\$5.80	\$7,458.80
6	110-1-1	Clearing & Grubbing	10	AC	\$5,663.90	\$56,639.00	\$8,400.00	\$84,000.00
7	120-1	Roadway Excavation	12,607	CY	\$3.50	\$44,124.50	\$4.00	\$50,428.00
8	120-1	Pond Excavation	68,894	CY	\$2.25	\$155,011.50	\$3.60	\$248,018.40
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	\$3.85	\$44,825.55	\$4.20	\$48,900.60
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	\$13.20	\$138,006.00	\$12.00	\$125,460.00
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	\$12.38	\$122,933.40	\$13.00	\$129,090.00
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75"	1,738	SY	\$11.00	\$19,118.00	\$11.00	\$19,118.00
12	425-1-341	Curb Inlets	5	EA	\$4,400.00	\$22,000.00	\$4,150.00	\$20,750.00
13	425-1-541	Type D Inlet	1	EA	\$3,135.00	\$3,135.00	\$3,400.00	\$3,400.00
14	425-1-521	Type C Inlets	3	EA	\$2,585.00	\$7,755.00	\$3,200.00	\$9,600.00
15	430-171-125	18" RCP Culvert, Class III	193	LF	\$34.38	\$6,635.34	\$71.00	\$13,703.00
16	430-171-133	24" RCP Culvert, Class III	233	LF	\$48.30	\$15,021.30	\$72.00	\$22,392.00
17	430-171-138	36" RCP Culvert, Class III	1,254	LF	\$79.20	\$99,316.80	\$100.00	\$125,400.00
18	430-171-141	48" RCP Culvert, Class III	402	LF	\$116.60	\$46,873.20	\$130.00	\$52,260.00
19	430-982-138	36" Mitered End Section, Single	2	EA	\$4,312.50	\$8,625.00	\$3,300.00	\$6,600.00
20	430-982-141	48" Mitered End Section Double	2	EA	\$9,775.00	\$19,550.00	\$6,700.00	\$13,400.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	\$92.00	\$5,152.00	\$103.00	\$5,768.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	\$10.64	\$13,874.56	\$12.00	\$15,648.00
23	520-1-10	Type F Curb & Gutter	1,828	LF	\$10.64	\$19,449.92	\$12.00	\$21,936.00
24	425-1-341	Curb Inlets Type P4	5	EA	\$4,600.00	\$23,000.00	\$4,150.00	\$20,750.00
25	425-2	Stormwater Manholes	4	EA	\$3,830.65	\$15,322.60	\$2,800.00	\$11,200.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	\$0.31	\$4,541.50	\$0.33	\$4,834.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	\$1.78	\$25,909.68	\$1.90	\$27,656.40
28	710-20	Traffic Striping	1	LS	\$12,650.00	\$12,650.00	\$5,400.00	\$5,400.00
29	700-40	Traffic Signage	1	LS	\$8,625.00	\$8,625.00	\$5,200.00	\$5,200.00
TOTAL BASE BID AERIAL WAY					extension errors corrected	\$1,159,608.05		\$1,260,176.18

		AERIAL WAY - ALTERNATE #1						
1	102-1	Maintenance of Traffic	1	LS	\$28,800.00	\$28,800.00	\$32,044.80	\$32,044.80
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	\$3,663.90	-\$10,991.70	\$300.00	-\$900.00
3	120-1	Roadway Excavation	1500	CY	\$3.50	\$5,250.00	\$23.00	\$34,500.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	\$4.03	\$14,512.03	\$7.00	\$25,207.00
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	\$13.80	\$43,111.20	\$13.50	\$42,174.00
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	\$12.94	\$11,024.88	\$15.00	\$12,780.00
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	\$14.38	\$30,241.14	\$18.00	\$37,854.00
8	0622-1	Concrete 4" Thick	468	SY	\$5.75	\$2,691.00	\$32.00	\$14,976.00
9	425-1-341	Curb Inlets	2	EA	\$4,600.00	\$9,200.00	\$6,500.00	\$13,000.00
10	430-171-125	18" RCP Culvert, Class III	229	LF	\$35.94	\$8,230.26	\$74.00	\$16,946.00
11	430-171-138	36" RCP Culvert, Class III	237	LF	\$82.80	\$19,623.60	\$113.00	\$26,781.00
12	0730-76114	Casing Steel (F&S) 24"	432	LF	\$103.50	\$44,712.00	\$118.00	\$50,976.00
13	520-1-7	Type E Curb & Gutter (Deduct)	-1304	LF	\$10.64	-\$13,874.56	\$12.00	-\$15,648.00
14	520-1-7	Type D Curb & Gutter	504	LF	\$13.80	\$6,955.20	\$12.90	\$6,501.60
15	520-1-10	Type F Curb & Gutter	1217	LF	\$10.64	\$12,948.88	\$12.00	\$14,604.00
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	\$40.25	\$25,518.50	\$24.00	\$15,216.00
17	425-341	Curb Inlets, Type P4	2	EA	\$4,600.00	\$9,200.00	\$6,500.00	\$13,000.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Structures	229	SY	\$1.78	\$407.62	\$1.90	\$435.10
19	710-25	Traffic Striping	1	LS	\$12,650.00	\$12,650.00	\$5,000.00	\$5,000.00
TOTAL AERIAL WAY - ALTERNATE #1					extension errors corrected	\$260,210.05		\$345,447.50

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY					extension errors corrected	\$4,806,983.60		\$4,888,888.88

Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.



MEMORANDUM

TO: James Gantt, Central Purchasing Director
THRU: Don Silvernell, Airport Director *DS*
FROM: Rob Mills, Airport Deputy Director *R2M*
DATE: April 12, 2007
SUBJECT: Approval of Bid Award Airport Roadway Improvements
Solicitation No. 07-043

The Airport has reviewed the Bid Tabulations for The Airport Roadway Improvements Project, Solicitation No. 07-043 as prepared by the Hernando County Purchasing Department. Based on our review, The Airport considers the unit prices submitted by the apparent low bidder, Goodwin Brothers Construction, Inc. to be consistent with the scope of the project. Assuming Goodwin Brothers Construction, Inc. meets all other requirements of the contract documents we recommend the award of this contract to said company.

The Airport accepts Alternate Bid Item 1 (\$15,840.00) and Bid Alternate 2 (\$20,400.00). Alternate bid items 1 and 2 will increase the size of the proposed Drainage Retention Areas to accommodate future growth and development in the area of the project as dictated by Southwest Florida Water Management District permitting requirements.

The total contract amount of \$2,847,434.76 according to the Bid Tabulation will be funded through the following accounts:

07411-5666514	\$714,060.03
34392-5626589	\$2,133,374.73

The Airport Office respectfully requests the authority to approve "Contract Time" change orders due to inclement weather conditions. This is the time of year for rain and possible hurricanes.

Please present this project and Budget Resolutions for recognition of loan proceeds and outside funding to the Board of County Commissioners for their consideration and approval.

cc: Jeff Kirk, Legal Department
Kent Weissinger, Legal Department
Don Silvernell, Airport Director

attachments

07 APR 17 PM 3:06
RECEIVED
CENTRAL PURCHASING

ESCROW AGREEMENT OFFICIAL RECORDS
BK: 2388 PG: 764

11/3
THIS ESCROW AGREEMENT ("Agreement") is made and entered into by and among HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation ("Developer"), HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS ("County") (Developer and County, each individually a "Party", and together, the "Parties"), and BROAD AND CASSEL ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, Developer and County entered into that certain Agreement dated March 12, 2002, concerning the relocation, realignment and construction of the road known as Aerial Way, as subsequently amended by the Amendment to Agreement, dated December 14, 2004 (the "First Amendment"), and by the Second Amendment to Aerial Way Agreement, dated July 26, 2006 (the "Second Amendment") (with the Agreement, as amended by the First Amendment and by the Second Amendment being collectively referred to herein as the "Agreement"); and

WHEREAS, pursuant to the terms of the Second Amendment, the Parties agreed to establish an escrow in order to implement the terms of the Agreement;

NOW, THEREFORE, pursuant to the terms of the Agreement, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Agreement as if fully set forth herein.
2. Any capitalized terms not utilized herein which are not separately defined herein, shall have the meanings ascribed thereto in the Agreement.
3. Escrow Agent hereby acknowledges receipt of the sum of \$350,000.00 (the "Escrow Funds") from the Developer, as required by Paragraph 3 of the Second Amendment. The Escrow Funds have been deposited in an interest bearing account at a federally insured institution and held in escrow by Escrow Agent in accordance with the terms of this Agreement. All interest earned on the Escrow Funds shall accrue to the benefit of Developer.
4. Developer has executed and delivered to Escrow Agent a Special Warranty Deed conveying the 1.06 acre property and the VFW Property, as specified in Paragraphs 1 and 2 of the Agreement, to the County, a copy of which is attached hereto as Exhibit "A" (the "Developer Deed").
5. The Developer hereby requests that the County convey the 5.47 acre property referenced in Paragraph 5 of the Agreement to JOSCHA, LTD., a corporation organized and existing under the laws of the Cayman Islands, British-West Indies ("Joscha"), rather than to Developer. The County shall forthwith execute and deliver to Escrow Agent a statutory deed pursuant to Section 125.411, Florida Statutes, conveying the 5.47 acre property referenced in Paragraph 5 of the Agreement to Joscha (the "County Deed").

6. Developer hereby agrees that the easement referenced in Paragraph 6 of the Agreement will not be required at this time.

7. The County acknowledges that the Escrow Agent, as agent for First American Title Insurance Company (the "Title Company"), has issued to County a title insurance commitment for an owner's title insurance policy showing marketable title to the 1.06 acre property and the VFW Property vested in Developer and subject to no exceptions to title which render the 1.06 acre property or the VFW Property unusable by the County for public road purposes;

8. The Developer acknowledges that the Escrow Agent, as agent for the Title Company, has issued to Developer a title insurance commitment for an owner's title insurance policy showing marketable title to the 5.47 acre property as being vested in the County and subject to no exceptions to title which would render such property unsuitable for drainage and/or passive park/open space purposes;

9. The County acknowledges that the Developer has obtained from Civil-Tech Consulting Engineers, Inc. (the "Surveyor"), a boundary survey (the "Survey" of the 1.06 acre property, the VFW Property, the 5.47 acre property and the easement, and has delivered two (2) signed and sealed copies of the Survey to the County.

10. The Escrow Agent shall forthwith prepare and deliver to the Developer and the County, a Closing Statement, setting forth all costs and expenses to be paid by each of the Parties and a standard owner's affidavit for execution by each of the parties, and any and all other documents reasonably required by the Title Company to insure title to the respective properties (collectively, the "Closing Documents").

11. At such time as:

(a) The Escrow Agent has received the executed Closing Documents, and any costs to be paid by Developer pursuant to the Closing Statement, from Developer; and

(b) The Escrow Agent has received the executed County Deed, Closing Documents, and any costs to be paid by the County pursuant to the Closing Statement from the County.

(c) The Escrow Agent shall:

(i) record the Developer Deed and the County Deed;

(ii) disburse the Escrow Funds to the County; and

(iii) distribute the fully-executed Closing Documents to the appropriate Parties.

12. The Escrow Agent agrees and is authorized by acceptance of the Escrow Funds and the documents specified above to hold same in escrow and disburse same in accordance with the terms and conditions of this Agreement. In the event of doubt as to its duties or liabilities

under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the Escrow Funds and documents until the Parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit the Escrow Funds and documents with the Clerk of Circuit Court of Hernando County, Florida, and, upon notifying Parties of such deposit, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any Escrow Funds theretofore delivered out of escrow. In the event of any suit between the Parties wherein the Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the Escrow Funds and documents, the Escrow Agent shall be entitled to recover reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses, and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceedings, or at trial or on appeal, said fees and costs to be charged and assessed as court costs in favor of the prevailing Party, and to be deducted from the Escrow Funds before delivery to the prevailing Party. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the Escrow Funds and documents and any other duties of Escrow Agent under this Agreement. Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume, without verifications, the genuineness of any signatures on any writings that are regular on their face and may maintain the Escrow Funds in a federally insured, commingled trust account. Escrow Agent will not be liable for any act, omission or failure of the depository institution. No provision of this Agreement authorizes recovery of money damages, costs, expenses or attorneys' fees from or against Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all further instructions received pursuant to this Agreement, which, in all events, shall not be less than five (5) business days. Escrow Agent shall not be responsible for the performance of any financial institution into which the Escrow Funds are deposited. The Parties agree that the status of Developer's counsel as Escrow Agent under this Agreement does not disqualify said counsel from representing Developer in connection with the underlying transaction and in any disputes that may arise between the Parties concerning the underlying transaction, including any dispute or controversy with respect to the Escrow Funds and/or documents. The Escrow Agent is executing this Agreement solely to indicate its intention to abide by the terms hereof.

13. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device), within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Developer: Holland Spring Development Corporation
6068 Apopka – Vineland Road
Suite 7
Orlando, Florida 32819
Attention: Johannes M. Schalekamp, President
Telephone: (407) 345-8114
Telecopy: (407) 352-9747

Copy to: Broad and Cassel
390 North Orange Avenue, Suite 1100
Orlando, Florida 32801
Attention: James E. Slater, P.A.
Telephone: (407) 839-4227
Telecopy: (407) 650-0941

To County: Hernando County Board of County Commissioners
20 N. Main Street
Brooksville, Florida 34601
Attention: County Administrator
Telephone: (352) 754- 4002
Telecopy: (352) 754-4477

Copy to: County Attorney
20 N. Main Street, Rm. 462
Brooksville, Florida 34601
Attention: Kent Weissinger, Esq.
Telephone: (352) 754-4122
Telecopy: (352) 754-4001

To Escrow Agent: Broad and Cassel
390 North Orange Avenue, Suite 1100
Orlando, Florida 32801
Attention: James E. Slater, P.A.
Telephone: (407) 839-4227
Telecopy: (407) 650-0941

14. This Agreement constitutes the entire agreement among the parties with respect to the responsibilities of the Escrow Agent regarding the Escrow Funds, and it supersedes all prior understandings or agreements among the Parties.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective devisees, personal representatives, successors and assigns.

16. The failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this

Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties hereto.

17. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought as a result of this Agreement shall be in Hernando County, Florida.

18. The paragraph headings set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

19. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party to such dispute shall be responsible for its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal, except as provided otherwise by specific provisions of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

20. Time is of the essence of this Agreement and of the covenants and provisions hereof. The effective date of this Agreement shall be the date upon which the last Party to sign has executed this Agreement.

21. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

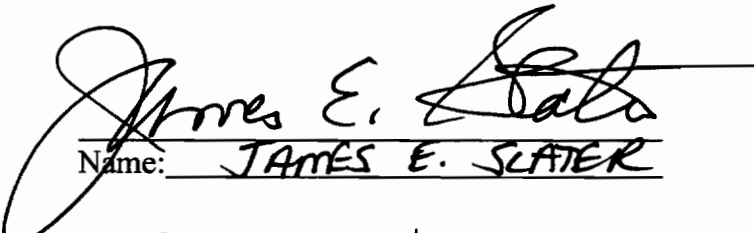
[SIGNATURES WILL FOLLOW]

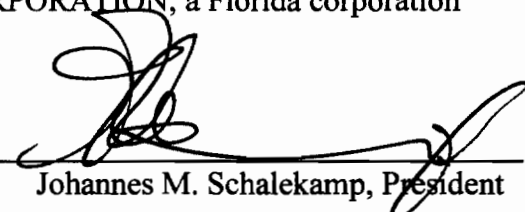
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

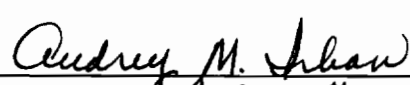
Signed, sealed and delivered in the presence of the following witnesses:

"DEVELOPER"

HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation


Name: JAMES E. SLATER

By: 
Johannes M. Schalekamp, President


Name: Audrey M. Urban

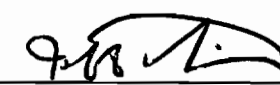
Dated: 29 NOVEMBER 2006.

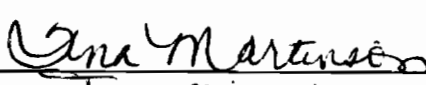
"COUNTY"

HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS



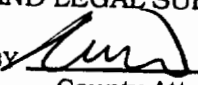

Name: Karen Nicolai

By: 
Printed Name: Jeff Stabins
Title: Chairman


Name: TINA MARTINSON

Dated: 1/9/07

{SEAL}

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By:  KW 12/8/06
County Attorney's Office

ESCROW ACKNOWLEDGEMENT

Receipt of the Escrow Funds and the Developer Deed referred to above is hereby acknowledged this 29th day of November, 2006. The undersigned agrees to hold said Escrow Funds according to the terms of the foregoing Agreement.

"ESCROW AGENT"

BROAD AND CASSEL

By:

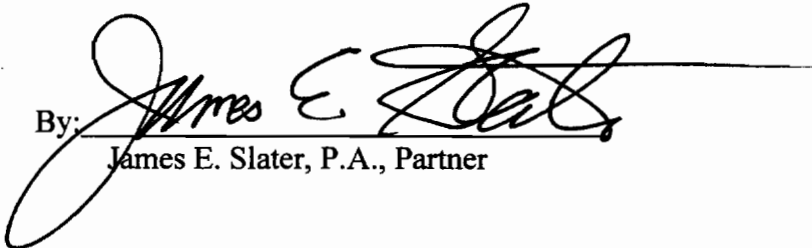

James E. Slater, P.A., Partner

EXHIBIT "A"

DEVELOPER DEED

Prepared By and Return To:
James E. Slater, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

For Recording Purposes Only

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this 29th day of November, 2006, by HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation, whose address is 6068 Apopka-Vineland Road, Suite 7, Orlando, Florida 32819 (hereinafter referred to as "Grantor"), to and in favor of HERNANDO COUNTY, a political subdivision of the state of Florida, whose post office address is 20 North Main Street, Brooksville, FL 34601 (hereinafter referred to as "Grantee").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hernando County, Florida, to wit:

AS PER EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF BY THIS REFERENCE

PARCEL IDENTIFICATION NUMBER: Portion of R14-423-18-0000-0010-0010, R14-223-18-2587-0000-0081, R14-223-18-2587-0000-0091 and R14-223-18-2587-0000-0101.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in Fee Simple forever.

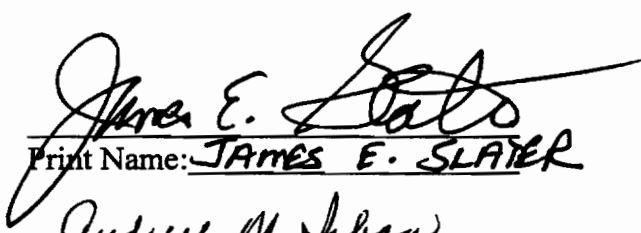
AND the Grantor hereby covenants with said Grantee that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the property is free from all encumbrances except taxes accruing subsequent to December 31, 2005, and covenants, easements, reservations, and restrictions and other matters of record, if any, provided that this reference shall not serve to reimpose same.

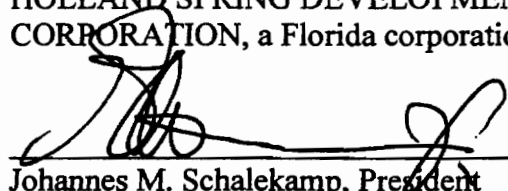
For Recording Purposes Only

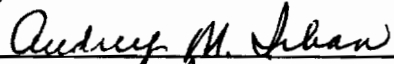
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
HOLLAND SPRING DEVELOPMENT
CORPORATION, a Florida corporation

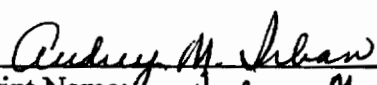

Print Name: JAMES E. SLATER


Johannes M. Schalekamp, President


Print Name: Audrey M. Urban

STATE OF FLORIDA
COUNTY OF ORANGE

29th The foregoing SPECIAL WARRANTY DEED was acknowledged before me this day of November, 2006, by Johannes M. Schalekamp, as President of Holland Spring Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.


Print Name: Audrey M. Urban

Notary Public, State of Florida

Commission No.:

My Commission Expires:

AUDREY M. IRBAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD576875
EXPIRES 8/18/2010
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

The West 60.00 feet of that certain parcel of land described in Official Records Book 378, Pages 491 and 492, Public Records of Hernando County, Florida, all lying and being a part of the North 1/2 of the Southeast 1/4 of Section 14, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said certain parcel of land, same being the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 14; thence N00°05'36"E, along the West boundary of said North 1/2, 197.78 feet to the South right-of-way line of Spring Hill Drive; thence S89°46'38"E, along said right-of-way line, 60.00 feet;; thence S00°05'36"W, parallel with the West boundary of said North 1/2, 197.77 feet to the South boundary of said North 1/2; thence N89°47'20"W, along said South Boundary, 60.00 feet to the POINT OF BEGINNING.

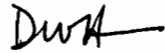
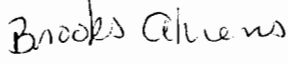
AND

PARCEL B:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 18 EAST AND ALSO BEING A PORTION OF HOLLAND SPRING COMMERCE PARK, AS RECORDED IN PLAT BOOK 19, PAGES 97 AND 98, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 10 OF SAID HOLLAND SPRING COMMERCE PARK; THENCE S 00°05'36" W, ALONG THE EAST BOUNDARY OF SAID HOLLAND SPRING COMMERCE PARK AND THE EAST BOUNDARY OF SAID SOUTHWEST 1/4, 1012.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 755.00 FEET, A DELTA OF 20°58'08", A CHORD BEARING OF N 10°23'28" W, AND A CHORD OF 274.77 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 276.31 FEET TO THE POINT OF TANGENCY; THENCE N 00°05'36" E 742.77 FEET TO THE NORTH BOUNDARY OF SAID LOT 10 AND THE SOUTH RIGHT-OF-WAY LINE OF SPRING HILL DRIVE, THENCE S 89°46'38" E, ALONG SAID RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

MEMORANDUM

TO: The Honorable Chairperson and Members of the Hernando County Board of County Commissioners

THRU: Gary W. Kuhl, County Administrator 
George Zoettlein, Budget Director
Office of Management & Budget Department
Kent Weissinger, Senior Assistant County Attorney 
County Attorney Office
David W. Horne, Assistant Utilities Director 
Brooks Ahrens, Finance Coordinator 

FROM: Alisa Pike, Assessment Specialist 
Solid Waste & Recycling Division

DATE: April 11, 2007

RE: Interim Disposal Special Assessment Liens to be Filed

BRIEF OVERVIEW: The attached lien notice form is for an improved property that has not paid the interim disposal assessment due by ordinance after three consecutive monthly invoices were mailed and a certified letter was sent to the homeowner. Hernando County Code provides that each unpaid assessment is a lien on the benefited property. Recording the Notice of Lien will assist in collection of assessments, either now or at such time as the property is sold. Interim Disposal Special Assessment Liens bear interest at a rate of ten percent (10%) per annum from date of certification until paid in full.

1) Gertrude F. Mahoney – 18061 Macassar Rd – Key#676637

BUDGET IMPACT: Collection of the above lien will be collected, with interest, over time. The monies for the recording fees are available in Fund 4411 Line Item 07601 5304923 (Filing Fees).

LEGAL AUTHORITY: The Board of County Commissioners is authorized to proceed in accordance with Section 14.64.26, Hernando County Code of Ordinances and with Chapter 125.01, Florida Statutes.

RECOMMENDATION: The Board approves the attached Interim Disposal Special Assessment Liens and authorizes the Chairman's signature, recording of Notices and payment of recording fees. The Solid Waste & Recycling Division will be responsible for filing and recording the signed lien documents with the Clerk of Circuit Court.

CONSENT
AGENDA ITEM **8.**

**INTERIM DISPOSAL
SPECIAL ASSESSMENT LIEN**

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 20 N. Main Street, Brooksville, FL 34601, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of \$240.63, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment and levy of a lien in the amount of such assessment against the property specially benefitted, and the subject property described herein has been determined as having been specially benefitted.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

18061 MACASSAR ROAD, KEY#00676637
ROYAL HIGHLANDS UNIT 1B
BLK 94 LOT 19, HERNANDO COUNTY

Owner's name: GERTRUDE F. MAHONEY
Mailing address: 217 CYPRESS CT
OLDSMAR FL 34677-2121

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law, or may be enforced in any other manner allowed by law.

Said lien may bear interest at the statutory rate from the date hereof until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 24th day of April, 2007.

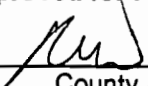
**HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS**


Jeff Stabins, Chairperson

ATTEST


Karen N. Cupeles, Clerk of the Circuit Court

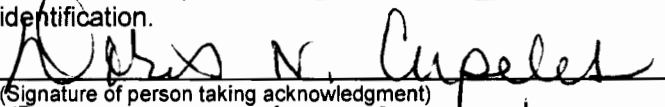
Approved for Form and Legal Sufficiency:

By:  kw 4/16/07
County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 25 day of April, 2007, by Jeff Stabins, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.


(Signature of person taking acknowledgment)

DORIS N. Cupeles
Name typed, printed or stamped)

(Title of rank)  (Serial number, if any)

DORIS N. CUPELES
My Commission DD 534614
EXPIRES: March 30, 2010

3/29/07

To Whom it may concern,

Please find copy of my Mothers certified death certificate.
Unfortunately there is no estate to take care of her outstanding debit.

Sincerely,
Kevin Mahoney

\$150.63 / A=15452

18061 Macassar Rd

Key # 676637

OFFICE of VITAL STATISTICS
CERTIFIED COPY

FLORIDA CERTIFICATE OF DEATH

LOCAL FILE NO.

1. DECEDENT'S NAME (First, Middle, Last, Suffix) GERTRUDE F. MAHONEY		2. SEX Female	
3. DATE OF BIRTH (Month, Day, Year) July 7, 1921		4. AGE-Last Birthday (Years) 85	
5. BIRTHPLACE (City and State of Foreign Country) Bronx, New York		6. COUNTY OF DEATH Pinellas	
7. PLACE OF DEATH (Check only one) HOSPITAL: ☐ Inpatient ☐ Emergency Room/Outpatient ☐ Dead on Arrival NON-HOSPITAL: ☒ Hospice Facility ☐ Nursing Home/Long Term Care Facility ☐ Decedent's Home ☐ Other (Specify)		8. DATE OF DEATH (Month, Day, Year) January 10, 2007	
9. FACILITY NAME (If not institution, give street address) Hospice House Woodside		10. CITY, TOWN, OR LOCATION OF DEATH Pinellas Park	
11. MARITAL STATUS (Specify) ☐ Married ☐ Married, but Separated ☒ Widowed ☐ Divorced ☐ Never Married		12. SURVIVING SPOUSE'S NAME (If wife, give maiden name) X Yes ☐ No	
13. RESIDENCE - STATE Florida		14. COUNTY Pinellas	
15. STREET ADDRESS 217 Cypress Ct.		16. CITY, TOWN, OR LOCATION Oldsmar	
17. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired" Homemaker		18. KIND OF BUSINESS/INDUSTRY Own Home	
19. DECEDENT'S RACE (Specify the race/ethnicity to indicate what decedent considered himself/herself to be. More than one race may be specified.) ☒ White ☐ Black or African American ☐ American Indian or Alaskan Native (Specify tribe) ☐ Asian Indian ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Other Asian (Specify) ☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan ☐ Other Pacific Is. (Specify) ☐ Other (Specify)			
20. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) ☐ 8th or less ☐ High school but no diploma ☒ High school diploma or GED ☐ College but no degree ☐ College degree (Specify) ☐ Associate ☐ Bachelor's ☐ Master's ☐ Doctorate			
21. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No			
22. FATHER'S NAME (First, Middle, Last, Suffix) Frederick Gipp		23. MOTHER'S NAME (First, Middle, Maiden Surname) Gertrude Ward	
24. INFORMANT'S NAME Gertrude F. Mahoney (Pre-Arranged)		25. RELATIONSHIP TO DECEDENT Self	
26. CITY OR TOWN Oldsmar		27. STREET ADDRESS 217 Cypress Ct.	
28. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) PALM STATE CREMATORY		29. LOCATION - CITY OR TOWN FLORIDA CLEARWATER	
30. METHOD OF DISPOSITION ☐ Burial ☒ Entombment ☒ Cremation ☐ Donation ☐ Removal from State ☐ Other (Specify)		31. DATE OF FUNERAL SERVICE (Month, Day, Year) Jan 16, 2007	
32. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? ☒ Yes ☐ No		33. LICENSE NUMBER OF LICENSEE FE2863	
34. NAME OF FUNERAL FACILITY ABBEY AFFORDABLE CREMATION & FUNERAL SERVICES, INC.		35. FACILITY'S MAILING - STATE FLORIDA	
36. CITY OR TOWN LARGO		37. STREET ADDRESS 12541 ULMERTON ROAD	
38. ZIP CODE 33774		39. CERTIFIER: ☒ Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) ☐ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.	
40. SIGNATURE AND TITLE OF CERTIFIER Theresa Buck, M.D.		41. DATE SIGNED (Month/Day/Year) 1-10-07	
42. LICENSE NUMBER (of Certifier) ME 7867		43. TIME OF DEATH (24 hr.) 1300	
44. NAME OF ATTENDING PHYSICIAN (If other than Certifier) Theresa Buck, M.D.		45. MEDICAL EXAMINER'S CASE NUMBER 1300	
46. CERTIFIER'S STATE Florida		47. CITY OR TOWN Pinellas Park	
48. STREET ADDRESS 6770 102nd Avenue North		49. ZIP CODE 33782	
50. SUBREGISTRAR - Signature and Date Melanie Quail		51. DATE FILED BY REGISTRAR (Mo., Day, Yr.) Jan 16, 2007	
52. PROBABLE MANNER OF DEATH: The following are under the jurisdiction of the medical examiner: ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Undetermined			
53. CAUSE OF DEATH - PART I: Enter the chain of events - diseases, injuries, or complications - that directly caused the death. Enter only one cause on a line. DO NOT enter terminal event such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. [REDACTED] b. [REDACTED] c. [REDACTED] Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (Disease or injury that initiated the events resulting in death) LAST			
54. PART II: Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.			
55. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No		56. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☒ No	
57. IF SURGERY MENTIONED IN PART I OR II, ENTER REASON FOR SURGERY		58. DATE OF SURGERY (Mo., Day, Yr.)	
59. IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? ☐ Yes ☒ No ☐ Unknown		60. IF YES, specify trimester: ☐ at time of death ☐ within 1 to 42 days of death ☐ within 43 days to 1 year of death	
61. DATE OF INJURY (Month, Day, Year)		62. TIME OF INJURY (24 hr.)	
63. INJURY AT WORK? ☐ Yes ☒ No		64. LOCATION OF INJURY - STATE	
65. CITY OR TOWN		66. STREET ADDRESS	
67. APT. NO.		68. ZIP CODE	
69. DESCRIBE HOW INJURY OCCURRED			
70. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)			
71. TRANSPORTATION INJURY, 52a. Status of Decedent: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)			
72. Type of Vehicle: ☐ Car/Minivan ☐ S.U.V. ☐ Motorcycle ☐ Pickup Truck/Clay's Van ☐ Bus ☐ Heavy Transport ☐ Other (Specify)			

Barbara M. Salver
Chief Deputy Registrar, Pinellas County

Issued: January 17, 2007

FLORIDA DEPARTMENT OF
HEALTH

WARNING:

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

DH FORM 1947 (08/04)

33152383

CERTIFICATION OF VITAL RECORD

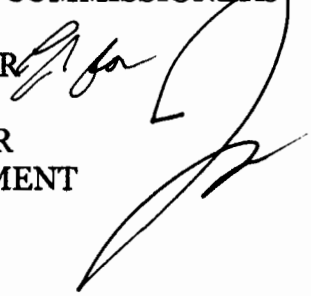


VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR 

FROM: JAMES D. GANTT, CPPO, C.P.M., DIRECTOR
PURCHASING AND CONTRACTS DEPARTMENT

DATE: APRIL 17, 2007

SUBJECT: AIRPORT ROADWAY IMPROVEMENTS PROJECT
SOLICITATION NO. 07-043

Brief Overview: The Airport Department prepared contract documents for the Airport Roadway Improvements Project. The scope of work included: construction of approximately 13,000 linear feet of new collector roadway with associated clearing, grubbing and storm water facilities.

Budget Impact: Project funding is available as follows:

07411-5666514	\$ 714,060.03
34392-5626589	\$2,133,374.73

 Reviewed

A copy of the escrow agreement between the County and Holland Springs Development Corp. is attached.

Legal Impact: In accordance with Part II, Chapter 2, Article V, Hernando County Code of Ordinances.

 Reviewed

LR No. 07-86

RECOMMENDED

ACTION: Staff recommends that the Board take the following action:

approve the attached Budget Resolutions for recognition of loan proceeds and outside funding;

award the bid for the Airport Roadway Improvements Project, in the total amount of \$2,847,434.76 (South Airport Roads and Aerial Way Base Bids plus South Airport Roads Alternate Items #1 and #2), to Goodwin Bros. Construction, Inc., the lowest responsive, responsible bidder; and

authorize the Airport Director, or his designee, to approve change orders for contract time extension, should such time extension be necessary due to inclement weather conditions.

"MINUTES OF"

APR 24 2007

CONSENT
AGENDA ITEM

7.

TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisements, posted the advertisement on the County's website and mailed Invitations for Bid to prospective vendors to procure bids for the Airport Roadway Improvements project. The following is a summary of responses received. (Attached is a detailed tabulation.)

BIDDERS	<u>TOTAL BASE BID</u> SOUTH AIRPORT ROADS + AERIAL WAY	SOUTH AIRPORT RDS. ALT. ITEMS	AERIAL WAY ALT. ITEMS
Goodwin Bros. Construction, Inc. Brooksville, Florida	\$2,811,194.76	\$15,840.00 \$20,400.00	\$167,860.29
Counts Construction Ocala, Florida	\$3,629,034.76	\$29,700.00 \$38,250.00	\$369,925.36
Southern Site Works Zephyrhills, Florida	\$3,827,374.50	\$17,820.00 \$22,950.00	\$175,628.50
Simmons Construction Co. Brooksville, Florida	\$4,032,035.26	\$24,750.00 \$31,875.00	\$191,101.17
Prince Contracting Co., Inc. Palmetto, Florida	\$4,558,625.50	\$26,235.00 \$33,787.50	\$266,295.00
Hewitt Contracting Co., Inc. Leesburg, Florida	\$4,621,658.30	\$29,700.00 \$38,250.00	\$262,586.25
Specialized Services, Inc. Oxford, Florida	\$4,806,983.60	\$21,285.00 \$27,412.50	\$260,210.05
DAB Constructors, Inc. Ingles, Florida	\$4,888,888.88	\$28,215.00 \$36,337.50	\$345,447.50

EVALUATION OF BIDS

Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contracts in accordance with the terms, conditions and specifications required. Bid responses were reviewed and evaluated by the Airport Department and Purchasing and Contracts. Staff has determined that Goodwin Bros. Construction, Inc. of Brooksville, Florida, submitted the lowest responsive, responsible bid.

The Airport Department is recommending that, in addition to awarding the Base Bid amount for both the South Airport Roadways and Aerial Way, Alternates #1 and #2 (for South Airport Roads) also be awarded. These alternate items will increase the size of the proposed Drainage Retention Areas to accommodate future growth and development in the area of the project as dictated by Southwest Florida Water Management District permitting requirements.

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 285, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

					Goodwin Bros. Construction, Inc. P.O. Box 1689 Brooksville, FL 34605 Carol Goodwin, President		Counts Construction Co. 3021 NW 21st Street Ocala, FL 34475 Glenn D. Counts, President		Southern Site Works 4639 Bough Rd. Zephyrhills, FL 33541 David A. Reamer, President	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SOUTH AIRPORT ROADS										
1	101-1	Mobilization/Demobilization	1	LS	\$35,505.00	\$35,505.00	\$72,000.00	\$72,000.00	\$217,500.00	\$217,500.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	\$97,300.00	\$97,300.00	\$45,000.00	\$45,000.00	\$14,000.00	\$14,000.00
3	102-1	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$2,650.00	\$2,650.00
4	104-10-1	Baled Hay or Straw	110	EA	\$6.50	\$715.00	\$40.00	\$4,400.00	\$9.50	\$1,045.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	\$0.63	\$15,498.00	\$2.00	\$49,200.00	\$0.80	\$19,680.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	\$850.00	\$1,700.00	\$2,000.00	\$4,000.00	\$1,570.00	\$3,140.00
7	110-1-1	Clearing and Grubbing	105	AC	\$1,600.00	\$168,000.00	\$1,000.00	\$105,000.00	\$3,250.00	\$341,250.00
8	120-1	Regular Excavation	416,870	CY	\$1.60	\$666,992.00	\$1.95	\$812,896.50	\$1.80	\$750,366.00
9	120-4	Unsuitable Excavation	2,500	CY	\$1.60	\$4,000.00	\$15.00	\$37,500.00	\$2.75	\$6,875.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	\$1.40	\$36,400.00	\$2.75	\$71,500.00	\$3.80	\$98,800.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	\$8.18	\$187,322.00	\$7.80	\$178,620.00	\$9.45	\$216,405.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	\$5.25	\$54,600.00	\$4.05	\$42,120.00	\$5.50	\$57,200.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depth	40	SY	\$75.00	\$3,000.00	\$50.00	\$2,000.00	\$9.60	\$384.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	\$85.00	\$357,000.00	\$97.00	\$407,400.00	\$88.00	\$369,600.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	\$2,335.00	\$44,365.00	\$3,546.00	\$67,374.00	\$2,750.00	\$52,250.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	\$3,235.00	\$9,705.00	\$3,444.00	\$10,332.00	\$3,000.00	\$9,000.00
17	330-171-12	18" RCP Culvert, Class III	451.5	LF	\$29.25	\$13,206.38	\$36.60	\$16,524.90	\$38.50	\$17,382.75
18	330-171-13	30" RCP Culvert, Class III	3,730.5	LF	\$50.50	\$188,390.25	\$69.72	\$260,090.46	\$49.50	\$184,659.75
19	330-982-12	18" Mitered End Section Optional Round	11	EA	\$450.00	\$4,950.00	\$1,238.00	\$13,618.00	\$735.00	\$8,085.00
20	330-982-13	30" Mitered End Section Optional Round	19	EA	\$1,000.00	\$19,000.00	\$2,000.00	\$38,000.00	\$1,540.00	\$29,260.00
21	520-1-7	Type E Curb & Gutter	100	LF	\$18.00	\$1,800.00	\$30.00	\$3,000.00	\$9.75	\$975.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	\$6.50	\$10,140.00	\$20.00	\$31,200.00	\$89.25	\$139,230.00
23	570-2	Seed and Mulch Bahia	349,000	SY	\$0.22	\$76,780.00	\$0.35	\$122,150.00	\$0.50	\$174,500.00
24	575-1-1	Sodding, Bahia	9,900	SY	\$1.68	\$16,632.00	\$2.00	\$19,800.00	\$1.75	\$17,325.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	\$160.00	\$2,080.00	\$240.00	\$3,120.00	\$183.00	\$2,379.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	\$195.00	\$780.00	\$420.00	\$1,680.00	\$320.00	\$1,280.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	\$3.75	\$3,000.00	\$5.53	\$4,424.00	\$4.25	\$3,400.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	\$0.27	\$4,352.40	\$0.32	\$5,158.40	\$0.24	\$3,868.80
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	\$0.44	\$39.60	\$0.59	\$53.10	\$0.45	\$40.50
30	710-25-181	Solid Traffic Stripe (White 18")	40	LF	\$1.30	\$52.00	\$2.10	\$84.00	\$1.60	\$64.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	\$1.35	\$75.60	\$3.00	\$168.00	\$2.00	\$112.00
32	710-26-61	Solid Traffic Stripe (Yellow 6")	15,800	LF	\$0.27	\$4,266.00	\$0.32	\$5,056.00	\$0.24	\$3,792.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	\$1.15	\$34.50	\$2.10	\$63.00	\$1.60	\$48.00
34	730-76-106	16" Steel Casing, Open Trench	462	LF	\$45.50	\$21,021.00	\$83.20	\$38,438.40	\$24.35	\$11,249.70
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	\$0.85	\$11,305.00	\$0.60	\$7,980.00	\$3.05	\$40,565.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	\$7,500.00	\$22,500.00	\$8,292.00	\$24,876.00	\$8,350.00	\$25,050.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	\$18.00	\$2,628.00	\$28.44	\$4,152.24	\$27.25	\$3,978.50
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	\$20.00	\$7,000.00	\$29.88	\$10,458.00	\$30.75	\$10,762.50
TOTAL BASE BID SOUTH AIRPORT ROADS						\$2,097,134.73		\$2,544,437.00		\$2,838,152.50

39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	\$1.60	\$15,840.00	\$3.00	\$29,700.00	\$1.80	\$17,820.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	\$1.60	\$20,400.00	\$3.00	\$38,250.00	\$1.80	\$22,950.00

SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2						\$2,133,374.73		\$2,612,387.00		\$2,878,922.50

				Goodwin Bros. Construction, Inc.		Counts Construction Co.		Southern Site Works	
		AERIAL WAY							
1	101-1	Mobilization/Demobilization	1	LS	\$14,000.00	\$14,000.00	\$50,000.00	\$50,000.00	\$50,000.00
2	101-2	Monuments	1	LS	\$41,800.00	\$41,800.00	\$40,000.00	\$40,000.00	\$7,600.00
3	102-1	Maintenance of Traffic	1	LS	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$5,650.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	\$0.63	\$3,313.80	\$3.00	\$15,780.00	\$0.80
5	327-70-6	Asphalt Milling	1,286	SY	\$6.90	\$8,873.40	\$5.00	\$6,430.00	\$9.40
6	110-1-1	Clearing & Grubbing	10	AC	\$1,800.00	\$18,000.00	\$4,000.00	\$40,000.00	\$4,500.00
7	120-1	Roadway Excavation	12,607	CY	\$1.60	\$20,171.20	\$2.50	\$31,517.50	\$2.40
8	120-1	Pond Excavation	68,894	CY	\$1.60	\$110,230.40	\$2.50	\$172,235.00	\$3.80
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	\$1.40	\$16,300.20	\$2.75	\$32,018.25	\$3.80
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	\$8.18	\$85,521.90	\$7.80	\$81,549.00	\$9.45
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	\$11.25	\$111,712.50	\$12.15	\$120,649.50	\$9.95
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75"	1,738	SY	\$8.10	\$14,077.80	\$8.30	\$14,425.40	\$7.55
12	425-1-341	Curb Inlets	5	EA	\$2,800.00	\$14,000.00	\$9,399.60	\$46,998.00	\$3,235.00
13	425-1-541	Type D Inlet	1	EA	\$2,800.00	\$2,800.00	\$2,954.70	\$2,954.70	\$2,565.00
14	425-1-521	Type C Inlets	3	EA	\$1,700.00	\$5,100.00	\$1,984.50	\$5,953.50	\$2,010.00
15	130-171-12	18" rcp Culvert, Class III	193	LF	\$29.25	\$5,645.25	\$38.43	\$7,416.99	\$43.00
16	130-171-13	24" RCP Culvert, Class III	311	LF	\$40.10	\$12,471.10	\$51.92	\$16,147.12	\$44.25
17	130-171-13	36" RCP Culvert, Class III	1,254	LF	\$66.60	\$83,516.40	\$95.95	\$120,321.30	\$78.45
18	130-171-14	48" RCP Culvert, Class III	402	LF	\$97.00	\$38,994.00	\$150.00	\$60,300.00	\$114.00
19	130-982-13	36" Mitred End Section, Single	2	EA	\$1,660.00	\$3,320.00	\$2,800.00	\$5,600.00	\$1,835.00
20	130-982-14	48" Mitred End Section Double	2	EA	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$4,765.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	\$6.50	\$364.00	\$50.00	\$2,800.00	\$89.25
22	520-1-7	Type E Curb & Gutter	1,304	LF	\$10.25	\$13,366.00	\$20.00	\$26,080.00	\$11.50
23	520-1-10	Type F Curb & Gutter	1,828	LF	\$10.25	\$18,737.00	\$20.00	\$36,560.00	\$13.35
24	425-1-341	Curb Inlets Type P4	5	EA	\$2,700.00	\$13,500.00	\$9,399.60	\$46,998.00	\$3,230.00
25	425-2	Stormwater Manholes	4	EA	\$3,200.00	\$12,800.00	\$3,906.00	\$15,624.00	\$3,675.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	\$0.22	\$3,223.00	\$0.35	\$5,127.50	\$0.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	\$1.68	\$24,454.08	\$2.00	\$29,112.00	\$1.70
28	710-20	Traffic Striping	1	LS	\$3,838.00	\$3,838.00	\$10,000.00	\$10,000.00	\$4,850.00
29	700-40	Traffic Signage	1	LS	\$1,430.00	\$1,430.00	\$10,000.00	\$10,000.00	\$1,250.00
TOTAL BASE BID AERIAL WAY						\$714,060.03		\$1,084,597.76	extension errors corrected \$989,222.00

		AERIAL WAY - ALTERNATE #1							
1	102-1	Maintenance of Traffic	1	LS	\$8,500.00	\$8,500.00	\$50,000.00	\$50,000.00	\$2,350.00
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	\$1,800.00	-\$5,400.00	\$2,000.00	-\$6,000.00	\$3,250.00
3	120-1	Roadway Excavation	1500	CY	\$1.60	\$2,400.00	\$10.00	\$15,000.00	\$2.65
4	160-4	12" Type B Stabilization LBR 40	3601	SY	\$1.40	\$5,041.40	\$5.00	\$18,005.00	\$3.80
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	\$8.18	\$25,554.32	\$10.50	\$32,802.00	\$9.45
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	\$11.25	\$9,585.00	\$20.00	\$17,040.00	\$11.80
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	\$13.45	\$28,285.35	\$20.00	\$42,060.00	\$14.35
8	0522-1	Concrete 4" Thick	468	SY	\$30.60	\$14,320.80	\$50.00	\$23,400.00	\$20.00
9	425-1-341	Curb Inlets	2	EA	\$2,700.00	\$5,400.00	\$9,912.00	\$19,824.00	\$3,235.00
10	430-171-12	18" RCP Culvert, Class III	229	LF	\$29.25	\$6,698.25	\$49.44	\$11,321.76	\$43.00
11	430-171-13	36" RCP Culvert, Class III	237	LF	\$66.60	\$15,784.20	\$111.60	\$26,449.20	\$78.45
12	0730-7811	Casing Steel (F&T) 24"	432	LF	\$65.00	\$28,080.00	\$83.20	\$35,942.40	\$30.65
13	520-1-7	Type E Curb & Gutter (Deduct)	-1304	LF	\$10.25	-\$13,366.00	\$15.00	-\$19,560.00	\$11.50
14	520-1-7	Type D Curb & Gutter	504	LF	\$9.00	\$4,536.00	\$20.00	\$10,080.00	\$13.50
15	520-1-10	Type F Curb & Gutter	1217	LF	\$10.25	\$12,474.25	\$20.00	\$24,340.00	\$13.50
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	\$16.00	\$10,144.00	\$65.00	\$41,210.00	\$28.50
17	425-341	Curb Inlets, Type P4	2	EA	\$2,800.00	\$5,600.00	\$9,912.00	\$19,824.00	\$3,230.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Structures	229	SY	\$1.68	\$384.72	\$3.00	\$687.00	\$1.70
19	710-25	Traffic Striping	1	LS	\$3,838.00	\$3,838.00	\$7,500.00	\$7,500.00	\$4,950.00
TOTAL AERIAL WAY - ALTERNATE #1					extension error corrected	\$167,860.29		\$369,925.36	extension error corrected \$175,628.50

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY						\$2,811,194.76		\$3,629,034.76	extension errors corrected \$3,827,374.50

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 285, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Simmons Construction Co. 13018 U.S. Hwy 41 North Brooksville, FL 34610 Hubert Simmons, President		Prince Contracting Co., Inc. 5411 Willis Road Palmette, FL 34221 Douglas A. Delaney, Vice Pres.		Hewitt Contracting Company, Inc. Post Office Box 490697 Leesburg, FL 34749-0697 Howard H. Hewitt, President	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SOUTH AIRPORT ROADS										
1	101-1	Mobilization/Demobilization	1	LS	\$56,785.00	\$56,785.00	\$81,500.00	\$81,500.00	\$120,000.00	\$120,000.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	\$95,450.00	\$95,450.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00
3	102-1	Maintenance of Traffic	1	LS	\$3,000.00	\$3,000.00	\$8,950.00	\$8,950.00	\$10,000.00	\$10,000.00
4	104-10-1	Baled Hay or Straw	110	EA	\$10.00	\$1,100.00	\$12.00	\$1,320.00	\$7.00	\$770.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	\$1.50	\$36,900.00	\$1.50	\$36,900.00	\$2.00	\$49,200.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$1,000.00	\$2,000.00
7	110-1-1	Clearing and Grubbing	105	AC	\$3,500.00	\$367,500.00	\$4,700.00	\$493,500.00	\$2,700.00	\$283,500.00
8	120-1	Regular Excavation	416,870	CY	\$2.50	\$1,042,175.00	\$2.65	\$1,104,705.50	\$3.00	\$1,250,610.00
9	120-4	Unsuitable Excavation	2,500	CY	\$3.50	\$8,750.00	\$15.00	\$37,500.00	\$6.00	\$15,000.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	\$3.81	\$99,060.00	\$2.50	\$65,000.00	\$3.00	\$78,000.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	\$9.57	\$219,153.00	\$10.00	\$229,000.00	\$10.00	\$229,000.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	\$2.97	\$30,888.00	\$15.00	\$156,000.00	\$8.00	\$83,200.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depth	40	SY	\$75.00	\$3,000.00	\$175.00	\$7,000.00	\$10.00	\$400.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	\$94.60	\$397,320.00	\$90.00	\$378,000.00	\$90.00	\$378,000.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	\$3,006.00	\$57,114.00	\$2,250.00	\$42,750.00	\$3,350.00	\$63,650.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	\$3,074.00	\$9,222.00	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00
17	430-171-125	18" RCP Culvert, Class III	451.5	LF	\$33.50	\$15,125.25	\$40.00	\$18,060.00	\$85.00	\$38,377.50
18	430-171-133	30" RCP Culvert, Class III	3,730.5	LF	\$54.85	\$204,617.93	\$70.00	\$261,135.00	\$110.00	\$410,355.00
19	430-982-125	18" Mitered End Section Optional Round	11	EA	\$550.00	\$6,050.00	\$950.00	\$10,450.00	\$1,250.00	\$13,750.00
20	430-982-133	30" Mitered End Section Optional Round	19	EA	\$775.00	\$14,725.00	\$2,750.00	\$52,250.00	\$2,900.00	\$55,100.00
21	520-1-7	Type E Curb & Gutter	100	LF	\$10.14	\$1,014.00	\$30.00	\$3,000.00	\$13.65	\$1,365.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	\$30.00	\$46,800.00	\$60.00	\$93,600.00	\$60.00	\$93,600.00
23	570-2	Seed and Mulch Bahia	349,000	SY	\$0.40	\$139,600.00	\$0.50	\$174,500.00	\$0.65	\$226,850.00
24	575-1-1	Sodding, Bahia	9,900	SY	\$1.60	\$15,840.00	\$2.50	\$24,750.00	\$1.90	\$18,810.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	\$210.50	\$2,736.50	\$225.00	\$2,925.00	\$190.00	\$2,470.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	\$368.00	\$1,472.00	\$400.00	\$1,600.00	\$330.00	\$1,320.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	\$4.89	\$3,912.00	\$6.00	\$4,800.00	\$4.50	\$3,600.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	\$0.27	\$4,352.40	\$0.30	\$4,836.00	\$0.25	\$4,030.00
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	\$0.52	\$46.80	\$1.00	\$90.00	\$0.45	\$40.50
30	710-25-181	Solid Traffic Stripe (White 18")	40	LF	\$1.84	\$73.60	\$2.00	\$80.00	\$1.65	\$66.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	\$2.30	\$128.80	\$2.50	\$140.00	\$2.10	\$117.60
32	710-26-61	Solid Traffic Stripe (Yellow 6")	15,800	LF	\$0.27	\$4,266.00	\$0.30	\$4,740.00	\$0.25	\$3,950.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	\$1.84	\$55.20	\$2.00	\$60.00	\$1.90	\$57.00
34	730-76-109	16" Steel Casing, Open Trench	462	LF	\$66.00	\$30,492.00	\$80.00	\$36,960.00	\$100.00	\$46,200.00
35	986-1	Geotextile Fabric, Type R-2	13,300	SY	\$1.61	\$21,413.00	\$2.00	\$26,600.00	\$1.50	\$19,950.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	\$11,000.00	\$33,000.00	\$10,000.00	\$30,000.00	\$9,300.00	\$27,900.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	\$51.75	\$7,555.50	\$80.00	\$11,680.00	\$80.00	\$11,680.00
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	\$53.75	\$18,812.50	\$85.00	\$29,750.00	\$85.00	\$29,750.00
TOTAL BASE BID SOUTH AIRPORT ROADS						\$3,004,505.48		\$3,501,131.50		\$3,655,168.60

39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	\$2.50	\$24,750.00	\$2.65	\$26,235.00	\$3.00	\$29,700.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	\$2.50	\$31,875.00	\$2.65	\$33,787.50	\$3.00	\$38,250.00

SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2						\$3,061,130.48		\$3,561,154.00		\$3,723,118.60

					Simmons Construction Co.		Prince Contracting Co., Inc.		Hewitt Contracting Company, Inc.	
		AERIAL WAY								
1	101-1	Mobilization/Demobilization	1	LS	\$22,743.00	\$22,743.00	\$60,000.00	\$60,000.00	\$8,500.00	\$8,500.00
2	101-2	Monuments	1	LS	\$42,550.00	\$42,550.00	\$30,000.00	\$30,000.00	\$5,500.00	\$5,500.00
3	102-1	Maintenance of Traffic	1	LS	\$15,753.00	\$15,753.00	\$17,500.00	\$17,500.00	\$2,500.00	\$2,500.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	\$1.50	\$7,890.00	\$1.50	\$7,890.00	\$1.00	\$5,260.00
5	327-70-6	Asphalt Milling	1,286	SY	\$4.00	\$5,144.00	\$8.00	\$10,288.00	\$1.00	\$1,286.00
6	110-1-1	Clearing & Grubbing	10	AC	\$11,000.00	\$110,000.00	\$5,500.00	\$55,000.00	\$1,200.00	\$12,000.00
7	120-1	Roadway Excavation	12,607	CY	\$3.00	\$37,821.00	\$3.25	\$40,972.75	\$3.00	\$37,821.00
8	120-1	Pond Excavation	68,894	CY	\$3.00	\$206,682.00	\$2.00	\$137,788.00	\$3.00	\$206,682.00
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	\$3.81	\$44,359.83	\$3.25	\$37,839.75	\$3.00	\$34,929.00
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	\$9.57	\$100,054.35	\$11.50	\$120,232.50	\$10.00	\$104,550.00
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	\$12.88	\$127,898.40	\$11.00	\$109,230.00	\$10.00	\$99,300.00
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75"	1,738	SY	\$10.29	\$17,884.02	\$10.00	\$17,380.00	\$8.50	\$14,773.00
12	425-1-341	Curb Inlets	5	EA	\$2,570.00	\$12,850.00	\$2,600.00	\$13,000.00	\$4,500.00	\$22,500.00
13	425-1-541	Type D Inlet	1	EA	\$2,340.00	\$2,340.00	\$2,750.00	\$2,750.00	\$3,300.00	\$3,300.00
14	425-1-521	Type C Inlets	3	EA	\$1,600.00	\$4,800.00	\$2,250.00	\$6,750.00	\$2,900.00	\$8,700.00
15	430-171-125	18" RCP Culvert, Class III	193	LF	\$33.50	\$6,465.50	\$42.00	\$8,106.00	\$85.00	\$16,405.00
16	430-171-133	24" RCP Culvert, Class III	233	LF	\$43.14	\$10,141.62	\$80.00	\$18,880.00	\$90.00	\$20,990.00
17	430-171-138	36" RCP Culvert, Class III	1,254	LF	\$71.29	\$89,397.66	\$105.00	\$131,670.00	\$115.00	\$144,210.00
18	430-171-141	48" RCP Culvert, Class III	402	LF	\$120.20	\$48,320.40	\$150.00	\$60,300.00	\$145.00	\$58,290.00
19	430-982-138	36" Mitered End Section, Single	2	EA	\$1,388.00	\$2,776.00	\$3,500.00	\$7,000.00	\$5,000.00	\$10,000.00
20	430-982-141	48" Mitered End Section Double	2	EA	\$1,867.00	\$3,734.00	\$5,250.00	\$10,500.00	\$8,000.00	\$16,000.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	\$30.00	\$1,680.00	\$65.00	\$3,640.00	\$60.00	\$3,360.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	\$10.14	\$13,222.56	\$20.00	\$26,080.00	\$13.65	\$17,799.60
23	520-1-10	Type F Curb & Gutter	1,828	LF	\$10.14	\$18,535.92	\$19.00	\$34,732.00	\$13.40	\$24,495.20
24	425-1-341	Curb Inlets Type P4	5	EA	\$3,234.00	\$16,170.00	\$2,000.00	\$10,000.00	\$4,520.00	\$22,600.00
25	425-2	Stormwater Manholes	4	EA	\$3,387.00	\$13,548.00	\$4,500.00	\$18,000.00	\$3,890.00	\$15,560.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	\$0.40	\$5,860.00	\$0.50	\$7,325.00	\$0.65	\$9,522.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	\$1.60	\$23,289.60	\$2.50	\$36,390.00	\$1.90	\$27,656.40
28	710-20	Traffic Striping	1	LS	\$6,260.00	\$6,260.00	\$6,250.00	\$6,250.00	\$3,000.00	\$3,000.00
29	700-40	Traffic Signage	1	LS	\$6,084.00	\$6,084.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00
TOTAL BASE BID AERIAL WAY						\$1,027,529.78		\$1,057,494.00	extension error corrected	\$966,489.70

		AERIAL WAY - ALTERNATE #1								
1	102-1	Maintenance of Traffic	1	LS	\$12,175.00	\$12,175.00	\$14,450.00	\$14,450.00	\$12,000.00	\$12,000.00
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	\$11,000.00	-\$33,000.00	\$5,500.00	-\$16,500.00	\$1,200.00	-\$3,600.00
3	120-1	Roadway Excavation	1500	CY	\$2.50	\$3,750.00	\$7.80	\$11,700.00	\$3.00	\$4,500.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	\$3.81	\$13,719.81	\$10.00	\$36,010.00	\$3.00	\$10,803.00
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	\$9.57	\$29,896.68	\$12.75	\$39,831.00	\$10.00	\$31,240.00
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	\$12.88	\$10,973.76	\$16.75	\$14,271.00	\$11.75	\$10,011.00
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	\$18.97	\$39,893.91	\$20.00	\$42,060.00	\$17.35	\$36,487.05
8	0522-1	Concrete 4" Thick	468	SY	\$27.50	\$12,870.00	\$25.50	\$11,934.00	\$35.00	\$16,380.00
9	425-1-341	Curb Inlets	2	EA	\$2,570.00	\$5,140.00	\$1,800.00	\$3,600.00	\$4,500.00	\$9,000.00
10	430-171-125	18" RCP Culvert, Class III	229	LF	\$33.50	\$7,671.50	\$38.00	\$8,702.00	\$50.00	\$11,450.00
11	430-171-138	36" RCP Culvert, Class III	237	LF	\$71.29	\$16,895.73	\$100.00	\$23,700.00	\$105.00	\$24,885.00
12	0730-76114	Casing Steel (F&T) 24"	432	LF	\$71.75	\$30,996.00	\$94.00	\$40,608.00	\$115.00	\$49,680.00
13	520-1-7	Type E Curb & Gutter (Deduct)	1304	LF	\$10.14	-\$13,222.56	\$16.00	-\$20,864.00	\$13.65	-\$17,799.60
14	520-1-7	Type D Curb & Gutter	504	LF	\$10.14	\$5,110.56	\$18.75	\$9,450.00	\$12.60	\$6,350.40
15	520-1-10	Type F Curb & Gutter	1217	LF	\$10.14	\$12,340.38	\$16.00	\$19,472.00	\$13.40	\$16,307.80
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	\$34.00	\$21,556.00	\$26.00	\$16,484.00	\$47.25	\$29,956.50
17	425-341	Curb Inlets, Type P4	2	EA	\$3,234.00	\$6,468.00	\$1,850.00	\$3,700.00	\$4,500.00	\$9,000.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Structures	229	SY	\$1.60	\$366.40	\$3.00	\$687.00	\$1.90	\$435.10
19	710-25	Traffic Striping	1	LS	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00
TOTAL AERIAL WAY - ALTERNATE #1						\$191,101.17		\$266,295.00		\$262,586.25

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY						\$4,032,035.26		\$4,558,625.50	extension error corrected	\$4,621,658.30

**HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828**

**BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS**

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Specialized Services, Inc. P.O. Box 372 Oxford, FL 34484 Ted Graham, President		DAB Constructors, Inc P.O. Box 1589 Inglis, FL 34449-1589 William J. Bachschmidt, VP	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		SOUTH AIRPORT ROADS						
1	101-1	Mobilization/Demobilization	1	LS	\$261,625.00	\$261,625.00	\$225,000.00	\$225,000.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	\$64,990.00	\$64,990.00	\$57,000.00	\$57,000.00
3	102-1	Maintenance of Traffic	1	LS	\$99,500.00	\$99,500.00	\$37,000.00	\$37,000.00
4	104-10-1	Baled Hay or Straw	110	EA	\$40.00	\$4,400.00	\$3.00	\$330.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	\$3.73	\$91,758.00	\$1.20	\$29,520.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00
7	110-1-1	Clearing and Grubbing	105	AC	\$3,997.23	\$419,709.15	\$3,300.00	\$346,500.00
8	120-1	Regular Excavation	416,870	CY	\$2.15	\$896,270.50	\$2.70	\$1,125,549.00
9	120-4	Unsuitable Excavation	2,500	CY	\$10.75	\$26,875.00	\$7.50	\$18,750.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	\$3.85	\$100,100.00	\$4.20	\$109,200.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	\$13.20	\$302,280.00	\$12.00	\$274,800.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	\$6.66	\$69,264.00	\$8.85	\$92,040.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depth	40	SY	\$165.00	\$6,600.00	\$58.00	\$2,320.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	\$88.00	\$369,600.00	\$95.00	\$399,000.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	\$1,320.00	\$25,080.00	\$3,100.00	\$58,900.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	\$1,485.00	\$4,455.00	\$7,300.00	\$21,900.00
17	430-171-125	18" RCP Culvert, Class III	451.5	LF	\$34.38	\$15,522.57	\$56.00	\$25,284.00
18	430-171-133	30" RCP Culvert, Class III	3,730.5	LF	\$61.05	\$227,747.03	\$85.00	\$317,092.50
19	430-982-125	18" Mitered End Section Optional Round	11	EA	\$2,300.00	\$25,300.00	\$1,000.00	\$11,000.00
20	430-982-133	30" Mitered End Section Optional Round	19	EA	\$3,795.00	\$72,105.00	\$1,900.00	\$36,100.00
21	520-1-7	Type E Curb & Gutter	100	LF	\$10.64	\$1,064.00	\$12.20	\$1,220.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	\$92.00	\$143,520.00	\$91.25	\$142,350.00
23	570-2	Seed and Mulch Bahia	349,000	SY	\$0.31	\$108,190.00	\$0.33	\$115,170.00
24	575-1-1	Sodding, Bahia	9,900	SY	\$1.73	\$17,127.00	\$1.90	\$18,810.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	\$460.00	\$5,980.00	\$195.00	\$2,535.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	\$690.00	\$2,760.00	\$340.00	\$1,360.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	\$17.25	\$13,800.00	\$4.50	\$3,600.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	\$0.92	\$14,830.40	\$0.26	\$4,191.20
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	\$1.27	\$114.30	\$0.49	\$44.10
30	710-25-181	Solid Traffic Stripe (White 18")	40	LF	\$3.16	\$126.40	\$1.75	\$70.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	\$4.60	\$257.60	\$2.15	\$120.40
32	710-26-61	Solid Traffic Stripe (Yellow 6")	15,800	LF	\$0.92	\$14,536.00	\$0.26	\$4,108.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	\$3.16	\$94.80	\$1.95	\$58.50
34	730-76-109	16" Steel Casing, Open Trench	462	LF	\$64.40	\$29,752.80	\$60.00	\$27,720.00
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	\$11.50	\$152,950.00	\$2.00	\$26,600.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	\$13,225.00	\$39,675.00	\$14,000.00	\$42,000.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	\$23.00	\$3,358.00	\$95.00	\$13,870.00
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	\$25.88	\$9,058.00	\$96.00	\$33,600.00
TOTAL BASE BID SOUTH AIRPORT ROADS					extension errors corrected	\$3,647,375.55		\$3,628,712.70

39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	\$2.15	\$21,285.00	\$2.85	\$28,215.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	\$2.15	\$27,412.50	\$2.85	\$36,337.50

SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2					extension errors corrected	\$3,696,073.05		\$3,693,265.20

IC.					Specialized Services, Inc.		DAB Constructors, Inc	
		AERIAL WAY						
1	101-1	Mobilization/Demobilization	1	LS	\$105,475.00	\$105,475.00	\$116,992.48	\$116,992.48
2	101-2	Monuments	1	LS	\$48,745.00	\$48,745.00	\$22,000.00	\$22,000.00
3	102-1	Maintenance of Traffic	1	LS	\$38,800.00	\$38,800.00	\$16,500.00	\$16,500.00
4	104-13-1	Staked Sit Fence, Type III	5,260	LF	\$3.73	\$19,619.80	\$1.20	\$6,312.00
5	327-70-6	Asphalt Milling	1,286	SY	\$6.90	\$8,873.40	\$5.80	\$7,458.80
6	110-1-1	Clearing & Grubbing	10	AC	\$5,663.90	\$56,639.00	\$8,400.00	\$84,000.00
7	120-1	Roadway Excavation	12,607	CY	\$3.50	\$44,124.50	\$4.00	\$50,428.00
8	120-1	Pond Excavation	68,894	CY	\$2.25	\$155,011.50	\$3.60	\$248,018.40
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	\$3.85	\$44,825.55	\$4.20	\$48,900.60
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	\$13.20	\$138,006.00	\$12.00	\$125,460.00
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	\$12.38	\$122,933.40	\$13.00	\$129,090.00
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75"	1,738	SY	\$11.00	\$19,118.00	\$11.00	\$19,118.00
12	425-1-341	Curb Inlets	5	EA	\$4,400.00	\$22,000.00	\$4,150.00	\$20,750.00
13	425-1-541	Type D Inlet	1	EA	\$3,135.00	\$3,135.00	\$3,400.00	\$3,400.00
14	425-1-521	Type C Inlets	3	EA	\$2,585.00	\$7,755.00	\$3,200.00	\$9,600.00
15	430-171-125	18" rcp Culvert, Class III	193	LF	\$34.38	\$6,635.34	\$71.00	\$13,703.00
16	430-171-133	24" RCP Culvert, Class III	233	LF	\$48.30	\$15,021.30	\$72.00	\$22,392.00
17	430-171-138	36" RCP Culvert, Class III	1,254	LF	\$79.20	\$99,316.80	\$100.00	\$125,400.00
18	430-171-141	48" RCP Culvert, Class III	402	LF	\$116.60	\$46,873.20	\$130.00	\$52,260.00
19	430-982-138	36" Mitered End Section, Single	2	EA	\$4,312.50	\$8,625.00	\$3,300.00	\$6,600.00
20	430-982-141	48" Mitered End Section Double	2	EA	\$9,775.00	\$19,550.00	\$6,700.00	\$13,400.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	\$92.00	\$5,152.00	\$103.00	\$5,768.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	\$10.64	\$13,874.56	\$12.00	\$15,648.00
23	520-1-10	Type F Curb & Gutter	1,828	LF	\$10.64	\$19,449.92	\$12.00	\$21,936.00
24	425-1-341	Curb Inlets Type P4	5	EA	\$4,600.00	\$23,000.00	\$4,150.00	\$20,750.00
25	425-2	Stormwater Manholes	4	EA	\$3,830.65	\$15,322.60	\$2,800.00	\$11,200.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	\$0.31	\$4,541.50	\$0.33	\$4,834.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	\$1.78	\$25,909.68	\$1.90	\$27,656.40
28	710-20	Traffic Striping	1	LS	\$12,650.00	\$12,650.00	\$5,400.00	\$5,400.00
29	700-40	Traffic Signage	1	LS	\$8,625.00	\$8,625.00	\$5,200.00	\$5,200.00
TOTAL BASE BID AERIAL WAY					extension errors corrected	\$1,159,608.05		\$1,260,176.18

		AERIAL WAY - ALTERNATE #1						
1	102-1	Maintenance of Traffic	1	LS	\$28,800.00	\$28,800.00	\$32,044.80	\$32,044.80
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	\$3,663.90	-\$10,991.70	\$300.00	-\$900.00
3	120-1	Roadway Excavation	1500	CY	\$3.50	\$5,250.00	\$23.00	\$34,500.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	\$4.03	\$14,512.03	\$7.00	\$25,207.00
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	\$13.80	\$43,111.20	\$13.50	\$42,174.00
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	\$12.94	\$11,024.88	\$15.00	\$12,780.00
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	\$14.38	\$30,241.14	\$18.00	\$37,854.00
8	0522-1	Concrete 4" Thick	468	SY	\$5.75	\$2,691.00	\$32.00	\$14,976.00
9	425-1-341	Curb Inlets	2	EA	\$4,600.00	\$9,200.00	\$6,500.00	\$13,000.00
10	430-171-125	18" RCP Culvert, Class III	229	LF	\$35.94	\$8,230.26	\$74.00	\$16,946.00
11	430-171-138	36" RCP Culvert, Class III	237	LF	\$82.80	\$19,623.60	\$113.00	\$26,781.00
12	0730-76114	Casing Steel (F&*) 24"	432	LF	\$103.50	\$44,712.00	\$118.00	\$50,976.00
13	520-1-7	Type E Curb & Gutter (Deduct)	-1304	LF	\$10.64	-\$13,874.56	\$12.00	-\$15,648.00
14	520-1-7	Type D Curb & Gutter	504	LF	\$13.80	\$6,955.20	\$12.90	\$6,501.60
15	520-1-10	Type F Curb & Gutter	1217	LF	\$10.64	\$12,948.88	\$12.00	\$14,604.00
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	\$40.25	\$25,518.50	\$24.00	\$15,216.00
17	425-341	Curb Inlets, Type P4	2	EA	\$4,600.00	\$9,200.00	\$6,500.00	\$13,000.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Structures	229	SY	\$1.78	\$407.62	\$1.90	\$435.10
19	710-25	Traffic Striping	1	LS	\$12,650.00	\$12,650.00	\$5,000.00	\$5,000.00
TOTAL AERIAL WAY - ALTERNATE #1					extension errors corrected	\$260,210.05		\$345,447.50

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY					extension errors corrected	\$4,806,983.60		\$4,888,888.88

Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.



MEMORANDUM

TO: James Gantt, Central Purchasing Director
THRU: Don Silvernell, Airport Director *DS*
FROM: Rob Mills, Airport Deputy Director *RZM*
DATE: April 12, 2007
SUBJECT: Approval of Bid Award Airport Roadway Improvements
Solicitation No. 07-043

The Airport has reviewed the Bid Tabulations for The Airport Roadway Improvements Project, Solicitation No. 07-043 as prepared by the Hernando County Purchasing Department. Based on our review, The Airport considers the unit prices submitted by the apparent low bidder, Goodwin Brothers Construction, Inc. to be consistent with the scope of the project. Assuming Goodwin Brothers Construction, Inc. meets all other requirements of the contract documents we recommend the award of this contract to said company.

The Airport accepts Alternate Bid Item 1 (\$15,840.00) and Bid Alternate 2 (\$20,400.00). Alternate bid items 1 and 2 will increase the size of the proposed Drainage Retention Areas to accommodate future growth and development in the area of the project as dictated by Southwest Florida Water Management District permitting requirements.

The total contract amount of \$2,847,434.76 according to the Bid Tabulation will be funded through the following accounts:

07411-5666514	\$714,060.03
34392-5626589	\$2,133,374.73

The Airport Office respectfully requests the authority to approve "Contract Time" change orders due to inclement weather conditions. This is the time of year for rain and possible hurricanes.

Please present this project and Budget Resolutions for recognition of loan proceeds and outside funding to the Board of County Commissioners for their consideration and approval.

cc: Jeff Kirk, Legal Department
Kent Weissinger, Legal Department
Don Silvernell, Airport Director

attachments

RECEIVED
CENTRAL PURCHASING
07 APR 17 PM 3:06

ESCROW AGREEMENT OFFICIAL RECORDS
BK: 2388 PG: 764

11/3
THIS ESCROW AGREEMENT ("Agreement") is made and entered into by and among HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation ("Developer"), HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS ("County") (Developer and County, each individually a "Party", and together, the "Parties"), and BROAD AND CASSEL ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, Developer and County entered into that certain Agreement dated March 12, 2002, concerning the relocation, realignment and construction of the road known as Aerial Way, as subsequently amended by the Amendment to Agreement, dated December 14, 2004 (the "First Amendment"), and by the Second Amendment to Aerial Way Agreement, dated July 26, 2006 (the "Second Amendment") (with the Agreement, as amended by the First Amendment and by the Second Amendment being collectively referred to herein as the "Agreement"); and

WHEREAS, pursuant to the terms of the Second Amendment, the Parties agreed to establish an escrow in order to implement the terms of the Agreement;

NOW, THEREFORE, pursuant to the terms of the Agreement, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Agreement as if fully set forth herein.
2. Any capitalized terms not utilized herein which are not separately defined herein, shall have the meanings ascribed thereto in the Agreement.
3. Escrow Agent hereby acknowledges receipt of the sum of \$350,000.00 (the "Escrow Funds") from the Developer, as required by Paragraph 3 of the Second Amendment. The Escrow Funds have been deposited in an interest bearing account at a federally insured institution and held in escrow by Escrow Agent in accordance with the terms of this Agreement. All interest earned on the Escrow Funds shall accrue to the benefit of Developer.
4. Developer has executed and delivered to Escrow Agent a Special Warranty Deed conveying the 1.06 acre property and the VFW Property, as specified in Paragraphs 1 and 2 of the Agreement, to the County, a copy of which is attached hereto as Exhibit "A" (the "Developer Deed").
5. The Developer hereby requests that the County convey the 5.47 acre property referenced in Paragraph 5 of the Agreement to JOSCHA, LTD., a corporation organized and existing under the laws of the Cayman Islands, British-West Indies ("Joscha"), rather than to Developer. The County shall forthwith execute and deliver to Escrow Agent a statutory deed pursuant to Section 125.411, Florida Statutes, conveying the 5.47 acre property referenced in Paragraph 5 of the Agreement to Joscha (the "County Deed").

6. Developer hereby agrees that the easement referenced in Paragraph 6 of the Agreement will not be required at this time.

7. The County acknowledges that the Escrow Agent, as agent for First American Title Insurance Company (the "Title Company"), has issued to County a title insurance commitment for an owner's title insurance policy showing marketable title to the 1.06 acre property and the VFW Property vested in Developer and subject to no exceptions to title which render the 1.06 acre property or the VFW Property unusable by the County for public road purposes;

8. The Developer acknowledges that the Escrow Agent, as agent for the Title Company, has issued to Developer a title insurance commitment for an owner's title insurance policy showing marketable title to the 5.47 acre property as being vested in the County and subject to no exceptions to title which would render such property unsuitable for drainage and/or passive park/open space purposes;

9. The County acknowledges that the Developer has obtained from Civil-Tech Consulting Engineers, Inc. (the "Surveyor"), a boundary survey (the "Survey" of the 1.06 acre property, the VFW Property, the 5.47 acre property and the easement, and has delivered two (2) signed and sealed copies of the Survey to the County.

10. The Escrow Agent shall forthwith prepare and deliver to the Developer and the County, a Closing Statement, setting forth all costs and expenses to be paid by each of the Parties and a standard owner's affidavit for execution by each of the parties, and any and all other documents reasonably required by the Title Company to insure title to the respective properties (collectively, the "Closing Documents").

11. At such time as:

(a) The Escrow Agent has received the executed Closing Documents, and any costs to be paid by Developer pursuant to the Closing Statement, from Developer; and

(b) The Escrow Agent has received the executed County Deed, Closing Documents, and any costs to be paid by the County pursuant to the Closing Statement from the County.

(c) The Escrow Agent shall:

(i) record the Developer Deed and the County Deed;

(ii) disburse the Escrow Funds to the County; and

(iii) distribute the fully-executed Closing Documents to the appropriate Parties.

12. The Escrow Agent agrees and is authorized by acceptance of the Escrow Funds and the documents specified above to hold same in escrow and disburse same in accordance with the terms and conditions of this Agreement. In the event of doubt as to its duties or liabilities

under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the Escrow Funds and documents until the Parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit the Escrow Funds and documents with the Clerk of Circuit Court of Hernando County, Florida, and, upon notifying Parties of such deposit, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any Escrow Funds theretofore delivered out of escrow. In the event of any suit between the Parties wherein the Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the Escrow Funds and documents, the Escrow Agent shall be entitled to recover reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses, and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceedings, or at trial or on appeal, said fees and costs to be charged and assessed as court costs in favor of the prevailing Party, and to be deducted from the Escrow Funds before delivery to the prevailing Party. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the Escrow Funds and documents and any other duties of Escrow Agent under this Agreement. Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume, without verifications, the genuineness of any signatures on any writings that are regular on their face and may maintain the Escrow Funds in a federally insured, commingled trust account. Escrow Agent will not be liable for any act, omission or failure of the depository institution. No provision of this Agreement authorizes recovery of money damages, costs, expenses or attorneys' fees from or against Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all further instructions received pursuant to this Agreement, which, in all events, shall not be less than five (5) business days. Escrow Agent shall not be responsible for the performance of any financial institution into which the Escrow Funds are deposited. The Parties agree that the status of Developer's counsel as Escrow Agent under this Agreement does not disqualify said counsel from representing Developer in connection with the underlying transaction and in any disputes that may arise between the Parties concerning the underlying transaction, including any dispute or controversy with respect to the Escrow Funds and/or documents. The Escrow Agent is executing this Agreement solely to indicate its intention to abide by the terms hereof.

13. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device), within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Developer: Holland Spring Development Corporation
6068 Apopka – Vineland Road
Suite 7
Orlando, Florida 32819
Attention: Johannes M. Schalekamp, President
Telephone: (407) 345-8114
Telecopy: (407) 352-9747

Copy to: Broad and Cassel
390 North Orange Avenue, Suite 1100
Orlando, Florida 32801
Attention: James E. Slater, P.A.
Telephone: (407) 839-4227
Telecopy: (407) 650-0941

To County: Hernando County Board of County Commissioners
20 N. Main Street
Brooksville, Florida 34601
Attention: County Administrator
Telephone: (352) 754-4002
Telecopy: (352) 754-4477

Copy to: County Attorney
20 N. Main Street, Rm. 462
Brooksville, Florida 34601
Attention: Kent Weissinger, Esq.
Telephone: (352) 754-4122
Telecopy: (352) 754-4001

To Escrow Agent: Broad and Cassel
390 North Orange Avenue, Suite 1100
Orlando, Florida 32801
Attention: James E. Slater, P.A.
Telephone: (407) 839-4227
Telecopy: (407) 650-0941

14. This Agreement constitutes the entire agreement among the parties with respect to the responsibilities of the Escrow Agent regarding the Escrow Funds, and it supersedes all prior understandings or agreements among the Parties.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective devisees, personal representatives, successors and assigns.

16. The failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this

Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties hereto.

17. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought as a result of this Agreement shall be in Hernando County, Florida.

18. The paragraph headings set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

19. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party to such dispute shall be responsible for its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal, except as provided otherwise by specific provisions of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

20. Time is of the essence of this Agreement and of the covenants and provisions hereof. The effective date of this Agreement shall be the date upon which the last Party to sign has executed this Agreement.

21. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

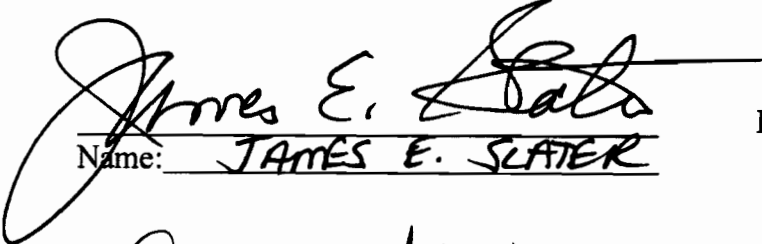
[SIGNATURES WILL FOLLOW]

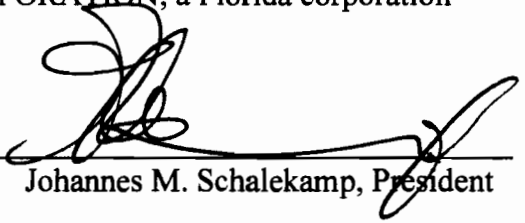
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

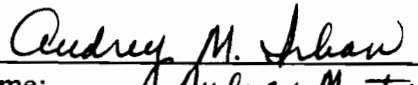
"DEVELOPER"

HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation


Name: JAMES E. SLATER

By: 
Johannes M. Schalekamp, President

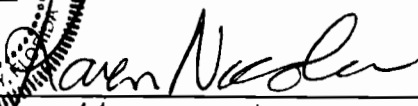
Dated: 29 NOVEMBER 2006.

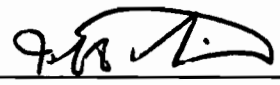

Name: Audrey M. Urban

"COUNTY"

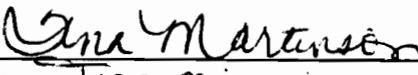
HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS



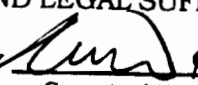

Name: Karen Nicolai

By: 
Printed Name: Jeff Stabins
Title: Chairman

Dated: 1/9/07


Name: TINA MARTINSON

{SEAL}

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY  KW 12/8/06
County Attorney's Office

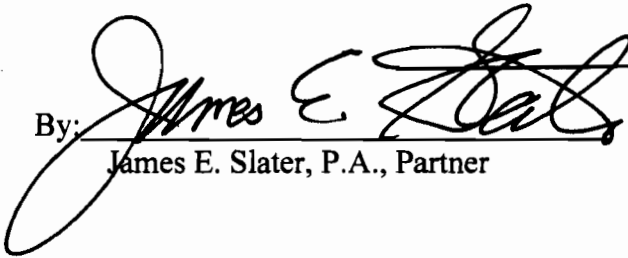
ESCROW ACKNOWLEDGEMENT

Receipt of the Escrow Funds and the Developer Deed referred to above is hereby acknowledged this 29th day of November, 2006. The undersigned agrees to hold said Escrow Funds according to the terms of the foregoing Agreement.

"ESCROW AGENT"

BROAD AND CASSEL

By:

A handwritten signature in black ink, appearing to read "James E. Slater", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

James E. Slater, P.A., Partner

EXHIBIT "A"
DEVELOPER DEED

Prepared By and Return To:
James E. Slater, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

For Recording Purposes Only

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this 29th day of November, 2006, by HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation, whose address is 6068 Apopka-Vineland Road, Suite 7, Orlando, Florida 32819 (hereinafter referred to as "Grantor"), to and in favor of HERNANDO COUNTY, a political subdivision of the state of Florida, whose post office address is 20 North Main Street, Brooksville, FL 34601 (hereinafter referred to as "Grantee").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hernando County, Florida, to wit:

AS PER EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF BY THIS REFERENCE

PARCEL IDENTIFICATION NUMBER: Portion of R14-423-18-0000-0010-0010, R14-223-18-2587-0000-0081, R14-223-18-2587-0000-0091 and R14-223-18-2587-0000-0101.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the property is free from all encumbrances except taxes accruing subsequent to December 31, 2005, and covenants, easements, reservations, and restrictions and other matters of record, if any, provided that this reference shall not serve to reimpose same.

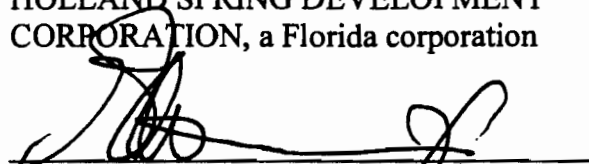
For Recording Purposes Only

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

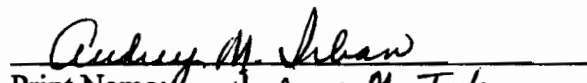
GRANTOR:
HOLLAND SPRING DEVELOPMENT
CORPORATION, a Florida corporation


Print Name: JAMES E. SLATER


Johannes M. Schalekamp, President

STATE OF FLORIDA
COUNTY OF ORANGE

27th The foregoing SPECIAL WARRANTY DEED was acknowledged before me this day of November, 2006, by Johannes M. Schalekamp, as President of Holland Spring Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ as identification.


Print Name: Audrey M. Urban
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

AUDREY M. IRBAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD-576875
EXPIRES 8/16/2010
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

The West 60.00 feet of that certain parcel of land described in Official Records Book 378, Pages 491 and 492, Public Records of Hernando County, Florida, all lying and being a part of the North 1/2 of the Southeast 1/4 of Section 14, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said certain parcel of land, same being the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 14; thence N00°05'36"E, along the West boundary of said North 1/2, 197.78 feet to the South right-of-way line of Spring Hill Drive; thence S89°46'38"E, along said right-of-way line, 60.00 feet; thence S00°05'36"W, parallel with the West boundary of said North 1/2, 197.77 feet to the South boundary of said North 1/2; thence N89°47'20"W, along said South Boundary, 60.00 feet to the POINT OF BEGINNING.

AND

PARCEL B:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 18 EAST AND ALSO BEING A PORTION OF HOLLAND SPRING COMMERCE PARK, AS RECORDED IN PLAT BOOK 19, PAGES 97 AND 98, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 10 OF SAID HOLLAND SPRING COMMERCE PARK; THENCE S 00°05'36" W, ALONG THE EAST BOUNDARY OF SAID HOLLAND SPRING COMMERCE PARK AND THE EAST BOUNDARY OF SAID SOUTHWEST 1/4, 1012.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 755.00 FEET, A DELTA OF 20°58'08", A CHORD BEARING OF N 10°23'28" W, AND A CHORD OF 274.77 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 276.31 FEET TO THE POINT OF TANGENCY; THENCE N 00°05'36" E 742.77 FEET TO THE NORTH BOUNDARY OF SAID LOT 10 AND THE SOUTH RIGHT-OF-WAY LINE OF SPRING HILL DRIVE, THENCE S 89°46'38" E, ALONG SAID RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO.: 2007- 127

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
4311-34392-3840068	LOAN PROCEEDS - AP RD IMPRV	0.00	799,065.00	\$799,065.00
				\$0.00
				\$0.00
				\$0.00
	TOTAL	<u>\$0.00</u>	<u>\$799,065.00</u>	<u>\$799,065.00</u>

APPROPRIATION

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
				\$0.00
				\$0.00
				0.00
4311-34392-5626589	CIP-AIRPORT ROAD/RAIL	\$1,369,068.91	\$799,065.00	2,168,133.91
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	<u>\$1,369,068.91</u>	<u>\$799,065.00</u>	<u>\$2,168,133.91</u>

ADOPTED this 24th day of April, 2007.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

BY: [Signature] law 4/17/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

Attest: [Signature]
CLERK
CLERK

By: [Signature]
Jeff Stabins
Chairman

Fund Number: _____ Dept. Number: _____ Div. No.: _____	Verified by: _____ Approved by: _____ Date: <u>4/17/07</u>	Date: <u>4/17/07</u> R2007

Revised 9/28/05

RESOLUTION NO.: 2007- 128

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
4311-07411-3840069	LOAN PROCEEDS - AP ENTR RD	\$0.00	\$235,935.00	235,935.00
4311-07411-3898392	CAPITAL CONTRIBUTION-BROAD & CASSEL	\$0.00	\$350,000.00	350,000.00
				0.00
				0.00
				0.00
				0.00
TOTAL		\$0.00	\$585,935.00	\$585,935.00

APPROPRIATION

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
4311-07411-5666514	CIP - AIRPORT ENTRANCE RD	\$137,033	\$585,935.00	722,968.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	\$137,033.00	\$585,935.00	\$722,968.00

ADOPTED this 24th day of April, 2007.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

By: Jeff Stabins
Jeff Stabins
Chairman

BY: [Signature] 9/17/07
Court Clerk's Office
(Approved as to Form and Legal Sufficiency)

Atte





Page 1 of 4
Contract No. 07-043
Contract Date: 04-24-07

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION AGREEMENT

AGREEMENT

made as of the ***TWENTY-FOURTH*** day of ***APRIL*** in the year of ***2007***

BETWEEN the Owner: **Board of County Commissioners, Hernando County, Florida**

and the Contractor: **Goodwin Brothers Construction, Inc.** **Check Appropriate Line**
 P. O. Box 1689
 Brooksville, FL 34605
 ☐ Individual
 ☐ Partnership
 ☒ Incorporated in the
 State of FL

CONTRACT FOR: The Contractor shall perform all the Work required by the Contract documents for the **AIRPORT ROADWAY IMPROVEMENTS** project, in full accordance with the project drawings and as elaborated in the specifications.

LOCATION: **HERNANDO COUNTY AIRPORT**
 Hernando County, Florida

CONSTRUCTION AGREEMENT

AMOUNT OF CONTRACT:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of: ***TWO MILLION, EIGHT HUNDRED FORTY-SEVEN THOUSAND, FOUR HUNDRED THIRTY-FOUR DOLLARS AND SEVENTY-SIX CENTS (\$2,847,434.76).***

ADMINISTRATIVE DATA:

a. PROGRESS PAYMENTS:

Based upon Application for Payment submitted to the Construction Administrator (Professional) by the Contractor and Certificates for Payment issued by the Construction Administrator (Professional), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provide in the Contract Documents as follows:

Not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

Upon completion of fifty percent (50%) of the project, so defined as expenditure of fifty percent (50%) of the total cost of the project, not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

Upon Final Completion of the fifty percent (50%) of the Work, the CONTRACTOR may make application for payment of up to fifty percent (50%) of all retainage amount held by the COUNTY, and the COUNTY shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218, F.S. unless the COUNTY has grounds for withholding said payment.

Upon Final Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners, hereinafter called the Owner, represented by the Chairman executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

1. Solicitation Package No. 07-043, including Project Specifications, Advertisement of Bid, Instructions to Bidders, General Conditions, Supplemental Conditions and Plans;
2. Addendum No. 1 dated March 9, 2007;
3. Goodwin Brothers Construction, Inc.'s Bid Proposal dated March 19, 2007;
4. Performance and Payment Bond; and
5. Insurance Certification as Provided for in the Contract Documents.
6. All Supplementary Drawings issued after award of the Contract.
7. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

- a. Work to be started upon date of Official Notice to Proceed.
- b. Substantial completion shall be achieved not later than

TWO HUNDRED TEN (210) consecutive calendar days from date of Official Notice to Proceed.

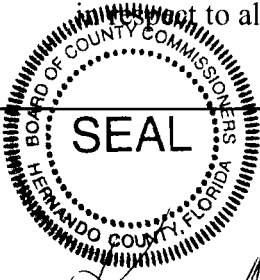
- c. Final completion shall be achieved not later than

THIRTY (30) consecutive calendar days from date of Substantial Completion.

CONSTRUCTION AGREEMENT

MISCELLANEOUS:

- a. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the COUNTY to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Construction Administrator (Professional).
- b. Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those conditions.
- c. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding to another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contract in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- d. Owner and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in the Contract Documents.



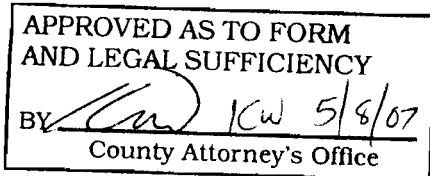
Attest

Karen Nicolai
KAREN NICOLAI, CLERK

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

By

Jeff Stabins
JEFF STABINS, CHAIRMAN



GOODWIN BROTHERS CONSTRUCTION, INC.

Witness

Beth Hentley

By

Daniel Goodwin
Signature

Daniel Goodwin, Vice President
Printed Name and Title

MEMORANDUM

TO: The Honorable Chairperson and Members of the Hernando County Board of County Commissioners

THRU: Gary W. Kuhl, County Administrator *GK*
George Zoettlein, Budget Director
Office of Management & Budget Department
Kent Weissinger, Senior Assistant County Attorney *KW*
County Attorney Office
David W. Horne, Assistant Utilities Director *DWH*
Brooks Ahrens, Finance Coordinator *Brooks Ahrens*

FROM: Alisa Pike, Assessment Specialist *AP*
Solid Waste & Recycling Division

DATE: April 11, 2007

RE: Interim Disposal Special Assessment Liens to be Filed

BRIEF OVERVIEW: The attached lien notice form is for an improved property that has not paid the interim disposal assessment due by ordinance after three consecutive monthly invoices were mailed and a certified letter was sent to the homeowner. Hernando County Code provides that each unpaid assessment is a lien on the benefited property. Recording the Notice of Lien will assist in collection of assessments, either now or at such time as the property is sold. Interim Disposal Special Assessment Liens bear interest at a rate of ten percent (10%) per annum from date of certification until paid in full.

1) Gertrude F. Mahoney – 18061 Macassar Rd – Key#676637

BUDGET IMPACT: Collection of the above lien will be collected, with interest, over time. The monies for the recording fees are available in Fund 4411 Line Item 07601 5304923 (Filing Fees).

LEGAL AUTHORITY: The Board of County Commissioners is authorized to proceed in accordance with Section 14.64.26, Hernando County Code of Ordinances and with Chapter 125.01, Florida Statutes.

RECOMMENDATION: The Board approves the attached Interim Disposal Special Assessment Liens and authorizes the Chairman's signature, recording of Notices and payment of recording fees. The Solid Waste & Recycling Division will be responsible for filing and recording the signed lien documents with the Clerk of Circuit Court.

CONSENT
AGENDA ITEM 8.

**INTERIM DISPOSAL
SPECIAL ASSESSMENT LIEN**

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 20 N. Main Street, Brooksville, FL 34601, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of \$240.63, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment and levy of a lien in the amount of such assessment against the property specially benefitted, and the subject property described herein has been determined as having been specially benefitted.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

18061 MACASSAR ROAD, KEY#00676637
ROYAL HIGHLANDS UNIT 1B
BLK 94 LOT 19, HERNANDO COUNTY

Owner's name: GERTRUDE F. MAHONEY
Mailing address: 217 CYPRESS CT
OLDSMAR FL 34677-2121

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law, or may be enforced in any other manner allowed by law.

Said lien may bear interest at the statutory rate from the date hereof until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ____ day of _____, 2007.

**HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS**

Jeff Stabins, Chairperson

ATTEST:

Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: [Signature] KW 4/16/07
County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Jeff Stabins, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

3/29/07

To Whom it may concern,

Please find copy of my Mothers certified death certificate.

Unfortunately there is no estate to take care of her outstanding debit.

Sincerely,

Kevin Mahoney

\$150.63 / A-15452

18061 Macassar Rd

Key # 676637

OFFICE of VITAL STATISTICS

CERTIFIED COPY

FLORIDA CERTIFICATE OF DEATH

1. DECEASED'S NAME (First, Middle, Last, Suffix) **GERTRUDE F. MAHONEY** 2. SEX **Female**

3. DATE OF BIRTH (Month, Day, Year) **July 7, 1921** 4a. AGE-Last Birthday (Years) **85** 4b. UNDER 1 YEAR **Months** 4c. UNDER 1 DAY **Hours** 5. DATE OF DEATH (Month, Day, Year) **January 10, 2007**

6. SOCIAL SECURITY NUMBER **[REDACTED]** 7. BIRTHPLACE (City and State or Foreign Country) **Bronx, New York** 8. COUNTY OF DEATH **Pinellas**

9. PLACE OF DEATH (Check only one) **HOSPITAL: Hospice Facility** ☒ **Emergency Room/Outpatient** ☐ **Dead on Arrival** ☐ **Non-Hospital: Hospice Facility** ☒ **Nursing Home/Long Term Care Facility** ☐ **Decedent's Home** ☐ **Other (Specify)** ☐

10. FACILITY NAME (If not institution, give street address) **Hospice House Woodside** 11a. CITY, TOWN, OR LOCATION OF DEATH **Pinellas Park** 11b. INSIDE CITY LIMITS? ☒ **Yes** ☐ **No**

12. MARITAL STATUS (Specify) **Married** ☐ **Married, but Separated** ☐ **Widowed** ☒ **Divorced** ☐ **Never Married** ☐

13a. RESIDENCE - STATE **Florida** 13b. COUNTY **Pinellas** 13c. CITY, TOWN, OR LOCATION **Oldsmar**

14a. STREET ADDRESS **217 Cypress Ct.** 14b. APT. NO. 14c. ZIP CODE **34677** 14d. INSIDE CITY LIMITS? ☒ **Yes** ☐ **No**

15a. DECEASED'S USUAL OCCUPATION (Indicate type of work done during most of working life.) **Homemaker** 15b. KIND OF BUSINESS/INDUSTRY **Own Home**

16. DECEASED'S RACE (Specify the race/ethnicity to indicate what decedent considered himself/herself to be. More than one race may be specified.) ☒ **White** ☐ **Black or African American** ☐ **American Indian or Alaskan Native (Specify tribe)** ☐ **Asian Indian** ☐ **Chinese** ☐ **Puerto Rican** ☐ **Japanese** ☐ **Korean** ☐ **Vietnamese** ☐ **Other Asian (Specify)** ☐ **Native Hawaiian** ☐ **Guamanian or Chamorro** ☐ **Samoan** ☐ **Other Pacific Is. (Specify)** ☐ **Other (Specify)** ☐

17. DECEASED OF HISPANIC OR LATIN ORIGIN? (Specify if decedent was of Hispanic or Mexican origin.) ☒ **Yes** (If Yes, specify) ☐ **No** **Mexican** ☐ **Puerto Rican** ☐ **Cuban** ☐ **Central/South American** ☐ **Other Hispanic (Specify)** ☐

18. DECEASED'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) ☐ **8th or less** ☐ **High school but no diploma** ☒ **High school diploma or GED** ☐ **College but no degree** ☐ **College degree (Specify):** **Associate** ☐ **Bachelor's** ☐ **Master's** ☐ **Doctorate** ☐ **19. WAS DECEASED EVER IN U.S. ARMED FORCES?** ☒ **Yes** ☐ **No**

20. FATHER'S NAME (First, Middle, Last, Suffix) **Frederick Gipp** 21. MOTHER'S NAME (First, Middle, Maiden Surname) **Gertrude Ward**

22a. INFORMANT'S NAME **Gertrude F. Mahoney (Pre-Arranged)** 22b. RELATIONSHIP TO DECEASED **Self** 22c. INFORMANT'S MAILING - STATE **Florida**

23a. CITY OR TOWN **Oldsmar** 23b. STREET ADDRESS **217 Cypress Ct.** 23c. ZIP CODE **34677**

24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) **PALM STATE CREMATORY** 25a. LOCATION - STATE **FLORIDA** 25b. LOCATION - CITY OR TOWN **CLEARWATER**

26a. METHOD OF DISPOSITION ☐ **Burial** ☐ **Entombment** ☒ **Cremation** ☐ **Donation** ☐ **Removal from State** ☐ **Other (Specify)** ☐

26b. IF CREMATION, DONATION OR BURIAL AT SEA: WAS MEDICAL EXAMINER APPROVAL GRANTED? ☒ **Yes** ☐ **No** 27a. LICENSE NUMBER (of Licensee) **FE2863** 27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH **[Signature]**

28. NAME OF FUNERAL FACILITY **ABBEY AFFORDABLE CREMATION & FUNERAL SERVICES, INC.** 29a. FACILITY'S MAILING - STATE **FLORIDA**

29b. CITY OR TOWN **LARGO** 29c. STREET ADDRESS **12541 ULMERTON ROAD** 29d. ZIP CODE **33774**

30. CERTIFIER: ☒ **Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated.** ☐ **Medical Examiner - On the basis of examination, autopsy, or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.**

31a. (Signature and Title of Certifier) **[Signature]** 31b. DATE SIGNED (month/day/year) **1/10/07** 32. TIME OF DEATH (24 hr.) **1300** 33. MEDICAL EXAMINER'S CASE NUMBER

34a. LICENSE NUMBER (of Certifier) **ME78814** 34b. CERTIFIER'S NAME **Theresa Buck, M.D.** 35. NAME OF ATTENDING PHYSICIAN (If other than Certifier)

36a. CERTIFIER'S STATE **Florida** 36b. CITY OR TOWN **Pinellas Park** 36c. STREET ADDRESS **6770 102nd Avenue North** 36d. ZIP CODE **33782**

37. SUBREGISTRAR - Signature and Date **[Signature]** 38a. LOCAL REGISTRAR - Signature **[Signature]** 38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) **Jan. 16, 2007**

39. PROBABLE MANNER OF DEATH: The following are under the jurisdiction of the medical examiner: ☒ **Natural** ☐ **Accident** ☐ **Self-Inflicted** ☐ **Homicide** ☐ **Pending Investigation** ☐ **Undetermined** 40. REPORTED TO MEDICAL EXAMINER DUE TO CAUSE OF DEATH? ☒ **Yes** ☐ **No**

41. CAUSE OF DEATH - PART I (See instructions on back) Enter the chain of events - diseases, injuries, or complications - that directly caused the death. Enter only one cause on a line. DO NOT enter terminal event such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. **[REDACTED]**

42. IMMEDIATE CAUSE (Final disease or condition resulting in death) **[REDACTED]**

43. SEQUENTIALLY LIST CONDITIONS, If any, leading to the cause based on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST **[REDACTED]**

PART II. Other significant conditions contributing to death, but not resulting in the underlying cause given in PART I. **[REDACTED]**

42a. WAS AN AUTOPSY PERFORMED? ☒ **Yes** ☐ **No** 42b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☒ **Yes** ☐ **No**

43a. IF SURGERY MENTIONED IN PART I OR II, ENTER REASON FOR SURGERY 43b. DATE OF SURGERY (Mo., Day, Yr.) 44. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ **Yes** ☐ **No** ☐ **Probably** ☐ **Unknown**

45. IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR: ☒ **Yes** ☐ **No** ☐ **Unknown** If Yes, specify timeframe: ☐ **at time of death** ☐ **within 1 to 42 days of death** ☐ **within 43 days to 1 year of death**

46. DATE OF INJURY (Month, Day, Year) 47. TIME OF INJURY (24 hr.) 48. INJURY AT WORK? ☐ **Yes** ☐ **No** 49a. LOCATION OF INJURY - STATE

49b. CITY OR TOWN 49c. STREET ADDRESS 49d. APT. NO. 49e. ZIP CODE

50. DESCRIBE HOW INJURY OCCURRED 51. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)

IF TRANSPORTATION INJURY, 52a. Status of Decedent ☐ **Driver/Operator** ☐ **Passenger** ☐ **Pedestrian** ☐ **Other (Specify)** ☐

52b. Type of Vehicle ☐ **Car/Motor** ☐ **S.U.V.** ☐ **Motorcycle** ☐ **Pickup Truck/Car-pa Van** ☐ **Bus** ☐ **Heavy Transport** ☐ **Other (Specify)** ☐

Barbara M. Sawyer
Chief Deputy Registrar, Pinellas County

Issued: January 17, 2007

WARNING:

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

DH FORM 1047 (08/04)

33152383

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED

CONSENT AGENDA ITEM

TO: HONORABLE CHAIRMAN AND MEMBERS
OF THE BOARD OF COUNTY COMMISSIONERS

VIA: GARY KUHL, COUNTY ADMINISTRATOR *for*

FROM: FRANK McDOWELL III, CODE ENFORCEMENT DIRECTOR *Frank McDowell*

DATE: APRIL 10, 2007

SUBJECT: REDUCTION OF PUBLIC NUISANCE ABATEMENT SPECIAL
ASSESSMENT LIEN, KEY #1330296, FERNLEAF DRIVE

Brief Overview: Code Enforcement received a request to reduce the payoff of an outstanding public nuisance abatement special assessment lien on property identified as: Key #1330296. The public nuisance abatement special assessment lien filed against this property has a pay-off of \$443.33 as of April 1, 2007.

Mr. Alex Reece, of Madison Avenue of Gainesville, remitted payment in the amount of \$380.00 and stated that the property will be kept properly maintained and in compliance of Hernando County Code. This remittance reflects the total amount due with a reduction of interest in the amount of \$63.33.

Settlement appears to be in the best interest of Hernando County, as actual costs incurred (administration fees, nuisance surcharge, inspection fees and mowing costs) would be recovered. Code Enforcement recommends that the Board accept payment for the public nuisance abatement special assessment lien in the amount of \$380.00.

Budget Impact: Additional revenue deposited to general fund.

QAM **Legal Note:** The Board is authorized to proceed in accordance with Chapter 125, Florida Statutes.

Staff Recommendation: The Board approve the reduction of interest on the public nuisance abatement special assessment lien and accept payment of \$380.00; and authorize the Chairperson's signature on the release of lien.

ADMINISTRATIVE NOTE:

___ Reviewed
___ See attached

CONSENT
AGENDA ITEM

9.

RELEASE OF LIEN

-For Recording Use Only Above Line-

WITNESSETH that the lien in the sum of \$380.00 filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated the 16th day of August, 2005 and recorded in Official Record Book 2106 Page 1514, of the public records of Hernando County, Florida, against the following described real property.

Fernleaf Drive, Key #1330296
Hernando Beach Unit 14. Blk 132, Lot 2, Hernando County, Florida

Owner's name: Madisons Avenue of Gainesville Inc.
Mailing address: 6921 NW 22nd Street, Gainesville, FL 32653

has been waived in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above described real property, and consents that the same be discharged of record.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jeff Stabins, Chairman

ATTEST:

Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: *Erica D. Moore*
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

1/2
(b)
**PUBLIC NUISANCE ABATEMENT
SPECIAL ASSESSMENT LIEN**

Doc# 2005083278
Hernando County, Florida
09/22/2005 9:04AM
KAREN NICOLAI, Clerk

-For Recording Use Only Above Line-

This Public Nuisance Abatement Special Assessment Lien is hereby created, established and levied as of the thirty-first (31st) day following the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 20 N. Main Street, Brooksville, FL 34601, pursuant to the Hernando County Code of Ordinances, Chapter 15, Article V, Sec. 15-161 thru 15-168, and Chapters 125 and 162, Florida Statutes:

WHEREAS, County has determined that a public nuisance, as defined by Hernando County Code Sec.15-163, existed on the subject property legally described below; and,

WHEREAS, County has caused said public nuisance to be abated at County direction at a cost of \$380.00.

WHEREAS, Hernando County Code Sec. 15-166 provides for the creation, establishment and levy of a lien in the amount of such expenditure against the property specially benefitted, and the subject property described herein has been determined as having been specially benefitted.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the expenditures by County from its governmental funds heretofore made to specially benefit the subject property described herein, there is hereby created, established and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

Fernleaf Drive, Key #1330296
Hernando Beach Unit 14, Blk 132, Lot 2, Hernando County, Florida

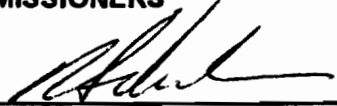
Owner's name: Madisons Avenue of Gainesville Inc.
Mailing address: 6921 NW 22nd Street, Gainesville, FL 32653

Said lien may be foreclosed by County pursuant to Hernando County Code Sec. 15-166 and in accordance with the procedure set forth in general law, or may be enforced in any other manner allowed by law.

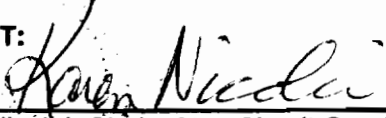
Said lien shall bear interest at the rate of ten percent (10%) per annum from the date hereof until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 16 day of August, 2005.

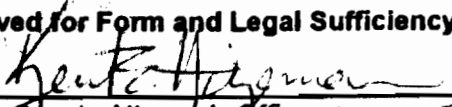
**HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS**


Robert C. Schenck, Chairman

ATTEST:


Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: 
County Attorney's Office 8-5-05

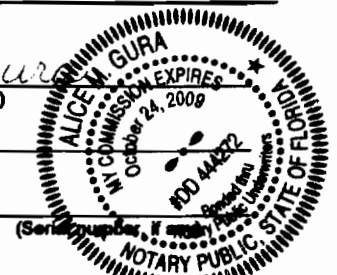
**STATE OF FLORIDA
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me this 17 day of August, 2005, by Robert C. Schenck, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.


(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)



HERNANDO COUNTY CODE ENFORCEMENT
20 N. MAIN STREET, ROOM 161
BROOKSVILLE, FL 34602
PHONE (352) 754-4056

R E C E I P T

KEY: 01330296
LOC: 00000
OWNER: MADISONS AVENUE OF GAINESVILLE

PARCEL: R13 223 16 2390 1320 0020
LEGAL: HERNANDO BEACH UNIT 14
BLK 132 LOT 2
ORB 1301 PG 697
ORB 1325 PG 329

DESCRIPTION	AMOUNT
LIEN AMOUNT	370.00
RECORDING FEE	10.00

TOTAL CHARGE:		380.00	PAYMENT TYPE: FULL	
RCPT# 25000128	CASH:		CHECK:	\$380.00
DATE: 04/02/07	PAID BY: MADISONS AVENUE OF GAINESVILLE			

CONSENT AGENDA ITEM

TO: HONORABLE CHAIRMAN AND MEMBERS
OF THE BOARD OF COUNTY COMMISSIONERS

VIA: GARY KUHL, COUNTY ADMINISTRATOR *for*

FROM: FRANK McDOWELL III, CODE ENFORCEMENT DIRECTOR *Frank McDowell III*

DATE: APRIL 10, 2007

SUBJECT: REDUCTION OF PUBLIC NUISANCE ABATEMENT SPECIAL
ASSESSMENT LIEN, KEY #1330296, FERNLEAF DRIVE

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Mr. Alex Reece, of Madison Avenue of Gainesville, remitted payment in the amount of \$380.00 and stated that the property will be kept properly maintained and in compliance of Hernando County Code. This remittance reflects the total amount due with a reduction of interest in the amount of \$63.33.

Settlement appears to be in the best interest of Hernando County, as actual costs incurred (administration fees, nuisance surcharge, inspection fees and mowing costs) would be recovered. Code Enforcement recommends that the Board accept payment for the public nuisance abatement special assessment lien in the amount of \$380.00.

Budget Impact: Additional revenue deposited to general fund.

QW **Legal Note:** The Board is authorized to proceed in accordance with Chapter 125, Florida Statutes.

Staff Recommendation: The Board approve the reduction of interest on the public nuisance abatement special assessment lien and accept payment of \$380.00; and authorize the Chairperson's signature on the release of lien.

ADMINISTRATIVE NOTE:

☐ Reviewed
☐ See attached

"MINUTES OF"

APR 24 2007

CONSENT
AGENDA ITEM

9.

RELEASE OF LIEN

-For Recording Use Only Above Line-

WITNESSETH that the lien in the sum of \$380.00 filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated the 16th day of August, 2005 and recorded in Official Record Book 2106 Page 1514, of the public records of Hernando County, Florida, against the following described real property.

Fernleaf Drive, Key #1330296
Hernando Beach Unit 14. Blk 132, Lot 2, Hernando County, Florida

Owner's name: Madisons Avenue of Gainesville Inc.
Mailing address: 6921 NW 22nd Street, Gainesville, FL 32653

has been waived in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above described real property, and consents that the same be discharged of record.

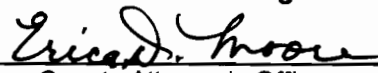
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS



Jeff Stabins, Chairman
ATTEST: 

Karen Nicolai, Clerk of the Circuit Court

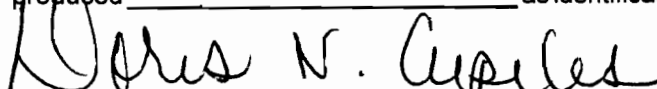

Approved for Form and Legal Sufficiency:

By: 

County Attorney's Office

STATE OF FLORIDA COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.



(Signature of person taking acknowledgment)
DORIS N. CUPELES

(Name typed, printed or stamped)

(Title or legal name)
 DORIS N. CUPELES
My Commission DD 534614
EXPIRES: March 30, 2010

1/2
PUBLIC NUISANCE ABATEMENT
SPECIAL ASSESSMENT LIEN

Doc# 2005083278
Hernando County, Florida
09/22/2005 9:04AM
KAREN NICOLAI, Clerk

-For Recording Use Only Above Line-

This Public Nuisance Abatement Special Assessment Lien is hereby created, established and levied as of the thirty-first (31st) day following the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 20 N. Main Street, Brooksville, FL 34601, pursuant to the Hernando County Code of Ordinances, Chapter 15, Article V, Sec. 15-161 thru 15-168, and Chapters 125 and 162, Florida Statutes:

WHEREAS, County has determined that a public nuisance, as defined by Hernando County Code Sec.15-163, existed on the subject property legally described below; and,

WHEREAS, County has caused said public nuisance to be abated at County direction at a cost of \$380.00.

WHEREAS, Hernando County Code Sec. 15-168 provides for the creation, establishment and levy of a lien in the amount of such expenditure against the property specially benefitted, and the subject property described herein has been determined as having been specially benefitted.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the expenditures by County from its governmental funds heretofore made to specially benefit the subject property described herein, there is hereby created, established and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

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Owner's name: Madisons Avenue of Gainesville Inc.
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Said lien may be foreclosed by County pursuant to Hernando County Code Sec. 15-166 and in accordance with the procedure set forth in general law, or may be enforced in any other manner allowed by law.

Said lien shall bear interest at the rate of ten percent (10%) per annum from the date hereof until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 16 day of August, 2005.

HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

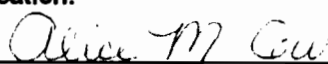
STATE OF FLORIDA
COUNTY OF HERNANDO


Robert C. Schenck, Chairman

The foregoing instrument was acknowledged before me this 17 day of August, 2005, by Robert C. Schenck, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

ATTEST:

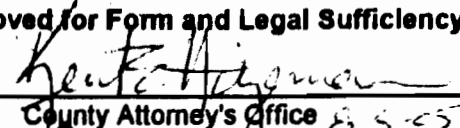

Karen Nicolai, Clerk of the Circuit Court

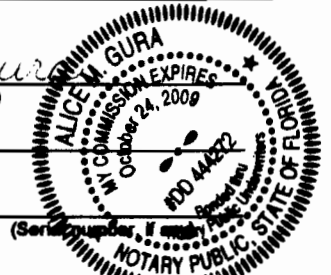

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

Approved for Form and Legal Sufficiency:

By: 
County Attorney's Office 8-5-05



HERNANDO COUNTY CODE ENFORCEMENT
20 N. MAIN STREET, ROOM 161
BROOKSVILLE, FL 34602
PHONE (352) 754-4056

R E C E I P T

KEY: 01330296
LOC: 00000
OWNER: MADISONS AVENUE OF GAINESVILLE

PARCEL: R13 223 16 2390 1320 0020
LEGAL: HERNANDO BEACH UNIT 14
BLK 132 LOT 2
ORB 1301 PG 697
ORB 1325 PG 329

DESCRIPTION	AMOUNT
LIEN AMOUNT	370.00
RECORDING FEE	10.00

TOTAL CHARGE:		380.00	PAYMENT TYPE: FULL
RCPT# 25000128	CASH:		CHECK: \$380.00
DATE: 04/02/07	PAID BY: MADISONS AVENUE OF GAINESVILLE		

MEMORANDUM

TO: The Honorable Chairperson and Members of the
Hernando County Board of County Commissioners

VIA: Gary Kuhl, County Administrator *PK for*
Kent Weissinger, Hernando County Attorney's Office
Jim Gantt, Purchasing Department *JG*

FROM: David W. Horne, Assistant Utilities Director *DWH*

DATE: March 6, 2007

Subj: Landfill Gas Project

BRIEF OVERVIEW:

Staff is requesting that the Board approve the execution of an unsolicited proposal contract from Timberline Energy, LLC of Golden, Colorado for the purchase of the landfill methane gas being generated at the Hernando County Northwest Solid Waste Facility Landfill. The gas will be utilized as an energy source within Hernando County at the site of Florida Rock.

The Hernando County Solid Waste Department is scheduled to install a gas flare during the construction phase of cell 3. This proposal and its timing are perfect relative to the landfill construction project.

BUDGET IMPACT:

No capital or operating costs to the County for the gas recovery system.

Projected annual revenues to the County are approx. \$70,000/yr.

This equates to approx. \$45K/yr for the gas and another \$24K/yr in royalty payments. As the landfill continues to generate larger volumes of methane gas, revenues will continue to increase.

LEGAL IMPACT:

The County Attorney's office has reviewed the proposal and finds it to be in good order and the terms of the proposal are in the county's best interest. Per the Purchasing Department, Mr. Jim Gantt, the gas can be sold under the "disposal of surplus" statutes. *JG*

RECOMMENDED ACTION:

Staff recommends that the BOCC approve the execution of this contract. As a result of doing so, the County will immediately start generating revenues of \$2,000/mo until the landfill gas system is operational.

ADMINISTRATIVE NOTE:

____ Reviewed
____ See attachment

CONSENT
AGENDA ITEM 10.

THIS LANDFILL GAS PURCHASE AGREEMENT ("Agreement"), made and entered into this 27th day of March, 200 7, by and between **TIMBERLINE ENERGY, LLC**, a Delaware Limited Liability Company, doing business at 14520 West Archer Drive, Golden, Colorado, 80401, hereinafter referred to as the "DEVELOPER" and **HERNANDO COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 N. Main Street, Room 460, Brooksville, Florida 34601 Florida hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, the COUNTY is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the COUNTY; and

WHEREAS, the COUNTY has constructed an active landfill gas ("LFG") collection and flaring system at the Hernando County Northwest Solid Waste Management Facility ("Landfill") in order to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors; and

WHEREAS, the COUNTY plans to construct subsequent expansions to the LFG Management System; and

WHEREAS, the COUNTY recognizes that the use of recovered LFG is of environmental and economic benefit to the COUNTY; and

WHEREAS, the COUNTY desires to enter an Agreement with the DEVELOPER whereby the DEVELOPER would make certain payments to the COUNTY for the rights to and sale of LFG to a Buyer.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

Section 1. Definitions. Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

(a) **Beneficial End Use Product** means products derived from LFG that may include, but are not limited to: processed LFG, pipeline quality LFG, electric power, thermal energy, CO₂, or any two or more of the foregoing. The use of such products shall result in a tangible financial gain for the COUNTY.

(b) **British Thermal Unit (BTU)** means the quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit, for example from 58.5 to 59.5 degrees Fahrenheit, under standard pressure of 30 inches of mercury at or near its

1,055 joules, 2.931 10⁻⁴ kWh, or .293 watt hours.

(c) BTU per Cubic Foot means a measure of the heat available or released when one cubic foot of gas is burned. Landfill Gas has an expected value of 500 to 600 BTU per Cubic Foot.

(d) Buyer means the party or parties to which DEVELOPER will sell a Beneficial End Use Product derived from the recovery and/or processing of LFG.

(e) Commercial Operations means from the date when the DEVELOPER's LFG Utilization Facility begins deliveries of a Beneficial End Use Product to a Buyer.

(f) Commercial Quantities means an economically viable quantity of LFG (minimum of one (1) standard cubic feet per minute (scfm) provided by the COUNTY at the Delivery Point pursuant to this Agreement).

(g) Condensate means the liquid formed from the condensing of the vapors that occurs during the collection, transportation, and processing of LFG.

(h) Day means a calendar day.

(i) Delivery Point(s) means the point(s) at which the LFG enters the DEVELOPER's header or connection piping for delivery to the DEVELOPER's LFG Utilization Facility. The point(s) are located at or near the COUNTY's Flare Station facilities.

(j) Flare Stations means the equipment and appurtenances used to incinerate LFG. The Flare Stations are used to incinerate LFG in conformance with applicable federal, state, and local rules and regulations, and to control odors.

(k) Force Majeure means acts of God; winds, hurricanes, tornadoes, fires, epidemics, landslides, floods; strikes, lock-outs, acts of public enemies; insurrections; explosions; a change in law not due to improper conduct or to any negligent or intentional act or omission; or any cause or event, not reasonably within the control of the party claiming Force Majeure except for the financial inability of such party caused by factors other than any of the foregoing.

(l) Heating Value means the amount of heat produced by the complete combustion of a unity quantity of fuel. The gross or higher heating value (HHV) is that which is obtained when all of the products of combustion are cooled to the temperature existing before combustion, the water vapor formed during combustion is condensed, and all the necessary corrections have been made. The net or lower heating value (LHV) is obtained by subtracting the latent heat of vaporization of the water vapor, formed by the combustion of the hydrogen in the fuel, from the gross or higher heating value.

Facility located at 14450 Landfill Road, Brooksville, Florida where Class I and Class III wastes are permanently deposited in solid waste disposal units.

(n) Landfill Gas (LFG) means any and all gases resulting from the decomposition of refuse material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

(o) LFG Management System means the network of LFG recovery wells and interconnecting pipes together with attendant valves, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting, and transporting LFG to the Delivery Point(s).

(p) LFG Purchase Agreement means this Agreement between the COUNTY and DEVELOPER for: the construction and operation of DEVELOPER's LFG Utilization Facility; the connection to the Delivery Point(s) for the recovery and utilization of LFG; and the purchase of the LFG provided by the COUNTY at the Delivery Point(s).

(q) LFG Utilization Facility means the DEVELOPER's building or enclosure and equipment required for the processing and delivery of the Beneficial End Use Product to the Buyer, such equipment may include, but is not limited to, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, electric generation and related facilities.

(r) LFG Utilization Facility Site means an area located within the Landfill property upon which the DEVELOPER may access, install, and construct the LFG Utilization Facility. The LFG Utilization Facility Site shall be at a site mutually agreed to by the COUNTY and DEVELOPER.

(s) Leachate means the liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials.

(t) Utility Interface (i) in the case where LFG is used to generate electric power, this term shall mean the step-up transformer, metering facilities, protection circuitry, transmission lines, poles, and any other equipment necessary to interconnect the LFG Utilization Facility with the grid of the electric utility in whose franchise area the Landfill is located, or (ii) in the case where LFG is converted to other beneficial products, this term shall mean the metering facilities, pipelines, valves and any other equipment necessary to interconnect the LFG Utilization Facility with the transmission or distribution pipelines or other facility of the electric utility, pipeline company, or other Buyer.

Section 2. Rights Granted to DEVELOPER. Subject to the limitations and other provisions of this Agreement, COUNTY hereby grants to DEVELOPER the following:

(a) Landfill Gas. Developer has the right and license to connect, process, sell, and utilize the LFG that is generated from the Landfill and other contiguous landfill expansion areas and delivered to the Buyer during the term of this Agreement. It shall be the DEVELOPER's responsibility to connect and utilize all LFG made available by the COUNTY for direct sale as fuel or conversion to a Beneficial End Use Product for sale to a Buyer. Title to and risk of loss for the LFG will pass to Buyer. DEVELOPER shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with LFG.

(b) Site of LFG Utilization Facility. In accordance with the provisions of this Agreement, the COUNTY will make available to DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER, by license, as required by DEVELOPER for construction of a LFG Utilization Facility and site improvements, commencing as of the effective date of this Agreement and terminating at the termination of this Agreement. COUNTY hereby covenants (i) that it has title to the LFG Utilization Facility Site in fee and (ii) that DEVELOPER shall have exclusive use of the LFG Utilization Facility Site during the term of this Agreement so long as DEVELOPER is not in default of its obligations under this Agreement.

(c) Access. COUNTY will make available to the DEVELOPER access to the LFG Utilization Facility Site for construction, installation, operation, and maintenance of the DEVELOPER's supplied facility equipment, transmission lines, sewer, electric, water, and telephone lines that are necessary for the operation of the facility.

Section 3. Obligations of COUNTY.

(a) Obligation. The Developer will design and install the initial wells and collection system. The COUNTY shall design, construct, upgrade, expand, operate, and maintain the LFG Management System and provide additional blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The COUNTY will consult with the DEVELOPER on the placement and configuration of the LFG extraction wells and other equipment required to meet such regulations, in an effort to enhance the beneficial use of the LFG and the overall operation of the LFG Management System. The DEVELOPER's comments shall not be binding on the COUNTY.

Subject to these limitations and other provisions of this Agreement, COUNTY shall:

(1) Cooperate in the construction, development, and operation of the Landfill so as to enhance the production of LFG, while controlling odors and maintaining compliance with all applicable regulations;

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of the LFG Utilization Facility, providing DEVELOPER is complying with all applicable laws and regulations;

(3) instruct its independent contractors, agents and employees to comply with Sections 3(a)(1) and (2) described above;

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(4) Promptly repair at its expense, major cracks, fissures, erosion or physical changes in the Landfill which have an adverse effect on the production of LFG or on the LFG Management System in accordance with applicable LFG regulations;

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(5) comply with applicable federal, state and local laws, rules, ordinances and regulations relating to or regulating the construction and operation of the Landfill except for said responsibilities of the DEVELOPER as established under this Agreement; and

(6) maintain consistent cover on the Landfill to meet current federal and state requirements.

(b) Access to the DEVELOPER's Facilities. Access to the DEVELOPER's LFG Utilization Facility shall be by the established entranceway to the Landfill via the scalehouse. The COUNTY shall take appropriate steps to ensure that this access route to the LFG Utilization Facility is available to the DEVELOPER at all times (i.e., 24 hours per day, 7 days per week). When utilizing the access route, the DEVELOPER shall abide by all of the applicable policies and safety regulations of the COUNTY. In certain cases, such as ..., the COUNTY will notify the DEVELOPER of the need to enter the DEVELOPER's premises.

(c) Documents. As reasonably requested by DEVELOPER, COUNTY shall:

(1) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any documents in its possession regarding LFG production from the Landfill, the quantity, age, and type of refuse in the Landfill, tipping records, etc.; and

(2) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and COUNTY's or DEVELOPER's activities contemplated in this Agreement, and allow DEVELOPER to copy any such material or documents as may be in COUNTY's possession.

(d) Good Faith. COUNTY shall perform its obligations hereunder in good faith and acting reasonably, cooperate with DEVELOPER so that DEVELOPER can meet its responsibilities and obligations under this Agreement.

is understood and agreed to by DEVELOPER that the COUNTY does not warrant or guarantee the rates of production, the chemical composition, or heating content of the LFG from the Landfill. DEVELOPER is relying on its own calculations and evaluation of the Landfill in this regard.

Section 4. Obligations of DEVELOPER.

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(a) Obligations. The operation of the LFG Utilization Facility and any other activity of DEVELOPER shall not interfere with the management and operational requirements of the Landfill. The DEVELOPER shall design, construct, operate, and maintain the initial gas wells and gas collection system portion of the LFG Management System. The County shall be responsible for providing blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The DEVELOPER will consult with the COUNTY on the placement and configuration of the LFG extraction wells and other equipment.

(b) LFG Utilization Facility. DEVELOPER shall, at its sole expense, permit, design, install, construct, operate, replace, expand, upgrade, and maintain the LFG Utilization Facility required for the processing and delivery of the Beneficial End Use Product to the Buyer. The design, installation, construction, operation, replacement, expansion, upgrade, if any, and maintenance of such LFG Utilization Facility shall be in accordance with federal, state, and local requirements, and industry standards.

(c) Delivery Point(s). DEVELOPER shall, at its sole expense, provide and install:

(1) Header piping, connection piping, valves, pipe supports, and any other auxiliary items from the DEVELOPER's LFG Utilization Facility to the Delivery Point(s).

(2) A tee, valve, and blind flange at the Delivery Point(s) for the purpose of connecting to the COUNTY's LFG Management System.

(3) Any needed blower booster(s) or blower(s) to manage the flow of LFG from the Delivery Point(s) to the LFG Utilization Facility.

(4) For the COUNTY's use, the DEVELOPER, at its own expense shall install, operate and maintain flow meter(s), , and continuous recorder near the Delivery Point(s) for the purpose of determining the quantity and methane content of LFG delivered to the DEVELOPER. The COUNTY and DEVELOPER shall mutually select the final location for the flow meter(s). Flow meter(s) shall be calibrated quarterly by the COUNTY's representative certified to perform such calibrations. The DEVELOPER may independently pay for calibration of the meter(s) by a third party certified to perform such calibrations with consent from the COUNTY. The DEVELOPER shall analyze the COUNTY's LFG daily for the content of methane and

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independently arrange and pay for the sampling and analysis of the gas by an appropriately certified laboratory. If the County's and the DEVELOPER's analysis differ by less than ten percent (10%), the results shall be averaged for purposes of this section. If the results differ by more than ten percent (10%), the COUNTY and the DEVELOPER shall arrange for sampling by a mutually agreed upon third party laboratory.. The COUNTY and the DEVELOPER shall share equally in the cost of the third party laboratory.

(d) Commercial Operations. DEVELOPER shall commence Commercial Operations within 18 months from the effective date of this Agreement.

(e) Operations. In addition to the following, DEVELOPER shall operate the LFG Utilization Facility in accordance with the Wellfield Maintenance Agreement of even date herewith attached hereto and incorporated herein as Exhibit "A". DEVELOPER shall:

(1) Operate the LFG Utilization Facility, and all associated DEVELOPER supplied equipment in a prudent manner in accordance with good engineering practices and in a manner consistent with industry standards.

(2) Maintain the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement.

(3) Repair the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment, as necessary, to restore normal operations and system redundancies to ensure compliance with the terms of this Agreement.

(4) Maximize the use of the available LFG from the COUNTY and sell and deliver Beneficial End Use Product to a Buyer.

(5) Maintain a constant and balanced draw from the COUNTY's LFG Management System in order for the COUNTY to maintain a balance of their system.

(6) Maintain air emissions generated by the operations to any applicable standards or permits.

(7) Flare all LFG that may be available due to excess quantity, scheduled and unscheduled maintenance, or shut-off by Buyer. Meet permit requirements, control odors, operate, repair, and maintain the COUNTY's Flare Station(s).

control on-site and off-site impacts in accordance with applicable standards, ordinances, permits, rules and regulation.

(9) Maintain noise levels from the operation of the DEVELOPER's facilities at any point of the Landfill site boundary in accordance with Section 30.1302 of the COUNTY's landfill operation.

(10) Control and dispose of all wastes generated from the DEVELOPER's facilities according to current environmental regulations, including gas condensate and waste cooling water.

(11) Comply with all applicable federal, state, and local laws, rules, ordinances and regulations and any other said responsibilities of the DEVELOPER as established under this Agreement.

(12) Provide information to COUNTY, as necessary, for COUNTY to comply with New Source Performance Standards (NSPS) reporting requirements, or other regulatory reporting requirement.

(13) Comply with annual inspection and implement recommendations made by the COUNTY's consulting engineer on annual inspection of the flare and facility property.

(f) Good Faith. DEVELOPER shall perform its obligations hereunder in good faith and acting reasonably, cooperate fully with COUNTY so that COUNTY can meet its responsibilities and obligation under this Agreement. DEVELOPER shall comply with all laws and regulations applicable to the work being performed under this Agreement.

(g) Design Review. DEVELOPER shall submit to COUNTY for review, comment and approval all design documents relating to the implementation of this Agreement including plans, specifications and drawings for the procurement, installation, and construction of the LFG Utilization Facility during the term of this Agreement. Any such review, comment and approval will not be unreasonably withheld. The purpose of such review is to ensure that the facilities constructed on the COUNTY's property will not interfere with the COUNTY's operations, and will comply with all applicable laws (e.g., permitting, zoning, and environmental requirements), as well as the provisions of this Agreement. The COUNTY shall not have the right to review or approve any proprietary information, or to approve the detailed terms of DEVELOPER's design documents, but COUNTY may provide comments to DEVELOPER on such design, and DEVELOPER agrees to make such changes as may be necessary to comply with COUNTY's requirements. If changes to these design documents are made, DEVELOPER will submit such changes to the COUNTY for review and COUNTY shall notify DEVELOPER in a reasonable time (such time in no event to exceed thirty (30) days) of its comments on such changes. Any recommendation of rejection shall be reasonable, based on the design standards set forth in this Agreement and accompanied by a detailed

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alternatives to DEVELOPER to eliminate the reasons for the rejection. COUNTY and DEVELOPER recognize that delays in the construction of these systems may delay DEVELOPER's construction schedule. Therefore, COUNTY and DEVELOPER agree to exercise reasonable efforts to expedite the review and approval process. DEVELOPER will provide COUNTY with a complete set of "as built" plans for the DEVELOPER's LFG Utilization Facility. The review process described in this paragraph does not relieve the DEVELOPER of its obligations to obtain the required building permits and site plan review approval, or any other local, state or federal approvals required for the DEVELOPER's LFG Utilization Facility.

Neither the COUNTY's authority to review and approve design documents relating to the implementation of this Agreement nor any decision made by the COUNTY in good faith in conjunction with such review and approval shall give rise to any duty or responsibility of COUNTY to DEVELOPER, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

The COUNTY's actions pursuant to this section shall not create any vested rights for the DEVELOPER. Nothing in this Agreement shall be construed to eliminate the need for the DEVELOPER to comply with all applicable laws and regulations.

(h) Permits. DEVELOPER shall, at its own expense, prepare and file permit applications and diligently prosecute the processing of such permit application for the purpose of obtaining all environmental and other permits which are required under applicable local, state, and federal laws and regulations for the construction, installation, and operation of the LFG Utilization Facility, associated electrical transmission lines, an/or steam, or LFG transmission pipelines, on and off-site. In connection therewith, the COUNTY agrees to make available to the DEVELOPER all known public records within the COUNTY's possession of environmental information reports, environmental impact reports, air impact assessment studies, copies of all environmental applications filed, and other available data relating to and used in connection with obtaining any environmental permits necessary for the installation and operation of any equipment or the conducting of any other activities at the Landfill.

Any permit modifications or applications that may affect existing COUNTY permits shall be submitted to the COUNTY for review and comment prior to submission to the applicable regulatory agency. The DEVELOPER shall incorporate any comments from the COUNTY subsequent to final review by the COUNTY and re-submit to COUNTY for final approval, authorization, and signature.

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(i) Laws and Regulations. The DEVELOPER must agree to abide by and conduct its programs and provide its services in compliance with the applicable provisions of:

Chapter 440 and Florida Administrative Code (F.A.C), Rule 38F

- Florida Workplace Safety and Health Regulations, F.A.C – Rule 38I
- Federal Civil Rights Act of 1866
- Federal Civil Rights Act of 1871
- Federal Equal Pay Act of 1963
- Federal Civil Rights Act of 1964
- Federal Age Discrimination and Employment Acts of 1967
- Federal Rehabilitation Act of 1973
- Federal Americans with Disabilities Act of 1990
- Federal Civil Rights Act of 1991
- Florida Civil Rights Act of 1992
- American National Standards Institute
- National Fire Protection Association
- Occupational Safety and Health Act, Code of Federal Regulation, Chapter 29, Parts 1910 and 1926, General Industry Standards and Construction Industry Standards, as amended, with particular attention to the Hazard Communications, Trenching and Shoring and Confined Space Entry Standards.
- All other applicable ordinances, statutes, laws and amendments thereto.

The DEVELOPER is presumed to be familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work.

(j) Site Security. The LFG Utilization Facility Site shall be fenced and gated and locked during construction and operations. The fencing shall contain signage on each side, warning of any hazards and providing telephone numbers for notification of emergency situations. Employees of the COUNTY shall not be permitted on the LFG Utilization Facility Site, except in the event of an emergency or disaster, unless accompanied by an authorized employee of the DEVELOPER. Subject to the exemptions included in this subsection for entry onto the LFG Utilization Facility Site, the COUNTY's employees shall not enter the site unless:

- (1) DEVELOPER's employee is on the site at the same time, or
- (2) DEVELOPER requests assistance from the COUNTY or a duly authorized representative, or
- (3) It is necessary for the COUNTY to collect samples from the discharges of the DEVELOPER's facility, or
- (4) A situation that requires immediate attention. The COUNTY will notify the DEVELOPER within 24 hours of entrance onto the DEVELOPER's site.

The fencing, gating, and site security requirements of this subsection shall be limited to the DEVELOPER's LFG Utilization Facility Site.

preliminary Project Plan for the LFG Utilization Facility Project, during the construction process. The Plan will cover a number of aspects of the DEVELOPER's operations and will include at a minimum;

- Testing requirements for startup of the LFG Utilization Facility;
- LFG Utilization Facility Operating Plan that demonstrates at a minimum the facility's ability to process the initial LFG flows (LFG available from the COUNTY at startup of the Facility) from the Landfill;
- Reporting requirements to governmental agencies for permits associated with LFG Utilization Facility;
- Testing and monitoring procedures of the LFG Utilization Facility to assure compliance with permit conditions;
- An Emergency, Disaster and Safety Plan

The Project Plan will be finalized and accepted by the County prior to the startup of the LFG Utilization Facility. Once accepted by the COUNTY, the DEVELOPER is obligated to adhere to the Plan. Deviations from the plan are only permissible if they are made in writing to the COUNTY and accepted in writing by the COUNTY. Operations will commence after completion of the startup period and approval of the Project Plan by the COUNTY.

(l) Project Schedule. The DEVELOPER shall be responsible for developing and keeping current a project schedule for each of the elements of the LFG Utilization Facility construction which show: the sequence of project development, permitting, design, construction, startup, and commencement of operations, system testing, and monitoring, and reporting to governmental agencies. The COUNTY will review and accept the Project Schedule before any construction shall commence. The COUNTY will be informed of monthly progress and changes in the schedule by the DEVELOPER.

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(m) Transmission Line. Any off-site pipeline or transmission line to the Buyer's premises shall comply with and be included within the requirements and liabilities assumed by the DEVELOPER under this Agreement. Any portion of the pipeline or transmission line on public right of way shall be clearly marked according to industry or governmental standards. The depth of the pipeline or transmission line shall comply with local permitting code and/or State law whichever is applicable.

Section 5. Term.

(a) Agreement Term. This Agreement shall have a term of twenty (20) years which shall begin on the date when the DEVELOPER commences Commercial Operations of the LFG Utilization Facility, consistent with the provisions of this Agreement. At the end of the term, this Agreement shall terminate, unless extended by mutual written agreement of the COUNTY and DEVELOPER, provided that the party

such desire. The term of this Agreement also may be extended if and when the COUNTY adds additional LFG extraction wells in the Landfill and the DEVELOPER agrees to expend additional capital funds to increase the capacity of its LFG Utilization Facility, provided the COUNTY and the DEVELOPER consent in writing to the extension. If the County does not renew the agreement then the DEVELOPER will be reimbursed for the cost of the wells and collection system installed by DEVELOPER.

(b) Effective Date. This agreement shall become effective on the day it is executed by a duly authorized representative of the COUNTY. Until the effect date, this Agreement shall be of no force or effect.

Section 6. Payment.

(a) Initial Payment for LFG Rights. DEVELOPER shall pay the COUNTY a lump sum of Five Thousand and No/100 Dollars (\$5,000.00) within ninety (90) days of the effective date of this Agreement, or upon financing the LFG Utilization Facility, whichever comes first. This lump sum payment to the COUNTY shall constitute the DEVELOPER's payment for an exclusive right to and use of LFG from the Landfill.

(b) Payment for LFG Delivered. DEVELOPER shall pay the COUNTY a 3% royalty for all gross revenue derived from the sale of the landfill gas, CO₂, emissions credits or other products. The royalty shall increase to 6% for all landfill gas btu's above 110,000 btu/year.

(c) If the Developer is operating the wells and gas collection system, the Developer will deducted \$2,000/month from the royalty payment. However at no time will the royalty payment minus the \$2,000/month deduction be less than \$1,000/month.

(e) Payment Due Date. All monies due to the COUNTY on a monthly payment basis shall be payable in arrears along with documentation of revenues monthly payment are due on or before the twenty-fifth (25th) day of the calendar month following the month in which DEVELOPER actually receives revenues from its sale of the Beneficial End Use Products converted from the LFG from the Landfill. The COUNTY shall have the right to inspect, copy, and audit during reasonable business hours the sale journal and any other pertinent books and records of the DEVELOPER relating to the calculations of the revenues upon which the payment of LFG delivered will be based or any other payment to the COUNTY. If the above indexes are not available for any reason, the parties shall mutually agree on the use of a replacement index or indexes.

(f) Tax and Emission Credits. If any federal, state, or local tax or emission credits become available, DEVELOPER shall pay a fee to the COUNTY for any tax or emission credits received by the DEVELOPER for the LFG Utilization Facility. The fee shall be equal to the royalty amount.

all utility interface costs.

Section 7. Financing. COUNTY acknowledges that DEVELOPER may desire to finance some or all of the equipment or personal property required to undertake work to be performed under this Agreement and hereby consents to any encumbrance or lien on the machinery, equipment, fixtures, and buildings that make up the LFG Utilization Facility and Utility Interface for the purpose of obtaining such financing, provided:

(a) DEVELOPER shall give COUNTY notice of the existence of such encumbrance or lien together with the name and address of the holder of such encumbrance or lien, and a copy of the encumbrance or lien.

(b) That the existence of such encumbrance or lien shall not relieve DEVELOPER from any liability or responsibility for the performance of its obligations under this Agreement.

Under no circumstances shall DEVELOPER cause any mortgage or lien to exist on the COUNTY property, Landfill, access road, or LFG Utilization Facility Site, and no security interests may be granted in any underground transmission lines, pipelines, or underground equipment or fixtures associated with the project.

Section 8. General Obligations.

(a) Planning and Expansion. DEVELOPER recognizes that future development of the COUNTY Landfill may include additional facilities. COUNTY and DEVELOPER agree to exchange information on a regular basis for planning and coordination of all activities to promote the safe and orderly development and operation of the Landfill.

(b) Interests Retained by COUNTY. All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not limited to, the refuse, cell liners, leachate, condensate, and waste spoilage removed from Landfill during construction of LFG Management System and cover) shall at all times remain the property of COUNTY.

(c) Independent Contractor. In the performance of any activities pursuant to this Agreement, the DEVELOPER will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the COUNTY. The Developer shall be solely responsible for the means, methods, sequences, and procedures utilized by the DEVELOPER. None of the ~~Developer's employees,~~ officers, agents, or any other individual directed to act on behalf of the DEVELOPER for any act related to the Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the COUNTY.

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removal of condensate from the DEVELOPER's condensate sumps, DEVELOPER's condensate knockout vessel(s) and the LFG Utilization FACILITY, and the proper handling and delivery of the condensate to the COUNTY's leachate collection system (leachate manhole) or leachate storage tanks. The COUNTY shall have the right to collect and test samples from the DEVELOPER's facilities before discharging into the COUNTY's facilities.

(e) Gas Migration and Emissions. DEVELOPER and COUNTY acknowledge that the primary objective of the LFG Management System is and will continue to be to control LFG migration, emissions and odors, in order to meet all local, state and federal regulatory requirements and the requirements of existing and future landfill permits. DEVELOPER shall operate the LFG Utilization Facility in a manner that is conducive to this primary objective.

FURTHERMORE the COUNTY is to provide all of the needed LFG Management System components and all replacement, expansions, and additions and the operation thereof to collect the LFG generated at the Landfill to the greatest extent possible so that (i) the operation of the Landfill will remain in compliance with applicable federal, state and local laws and regulations, and (ii) the operation of the Landfill will control LFG migration and odors.

(f)

The COUNTY shall design, permit, construct and pay for any additional equipment or other improvements that are necessary to ensure compliance with applicable regulations due to (i) a change in applicable laws or regulations that occurs after the effective date of this Agreement or (ii) an expansion of or other change, provided that such failure is not caused by DEVELOPER's acts or omissions during DEVELOPER's maintenance, repair and operation.

(g) Non Waiver.

(1) The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

(2) No action taken by COUNTY or DEVELOPER after the effective date of the termination of this Agreement pursuant to Section 14 in accepting one or more payments from the other or undertaking any other activity which would have been authorized by this Agreement but for its termination, shall be construed that this Agreement is not terminated or as a waiver of the termination.

(h) Inspections. COUNTY has the right to conduct inspections of the DEVELOPER's facilities to verify operations compliance, environmental compliance and

of this Agreement

Section 9. Limitations of Liability.

(a) Except as otherwise provided herein, COUNTY provides no warranties or guarantees, either expressed or implied, as to the amount or chemical composition of the LFG to be extracted and made available to the DEVELOPER at the Delivery Point(s) hereunder, including, but without limitation, any warranty of merchantability or fitness of the LFG for a particular purpose; provided, however, if the Landfill does not produce Commercial Quantities of LFG, DEVELOPER may terminate this Agreement as provided in Section 14(d).

(b) Provided DEVELOPER is complying with applicable laws and regulations, DEVELOPER will be solely responsible for the determination of the suitability of the LFG to be used under this Agreement for any and all purposes contemplated by DEVELOPER.

(c) Nothing contained within this Agreement shall be construed to mean that DEVELOPER has assumed any of COUNTY's responsibilities to comply with any environmental laws and regulations, whether federal, state, or local.

(d) In no event shall Developer be liable to COUNTY with respect to any claims arising from the ownership of the Landfill.

(e) COUNTY shall not be liable for damages, including consequential damages, loss of revenues and/or lost profits, for COUNTY employees' entry on the LFG Utilization Facility Site at the Landfill pursuant to Section 4(j) herein. Further, COUNTY shall not be liable for consequential damages, loss of revenues and/or lost profits for any reason whatsoever.

(f) DEVELOPER is liable for any fines and/or repair for any environmental damage due to the DEVELOPER's facilities construction and operations.

(g) Nothing contained in this Agreement constitutes a waiver of the COUNTY's sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes.

Section 10. Indemnification. To the fullest extent permitted by Laws and Regulations, the selected DEVELOPER shall indemnify and hold harmless the COUNTY and the officers, directors, employees, agents and other consultants of the COUNTY from and against all claims, expenses, losses and damages (including but not limited to all fees and charges of the DEVELOPER, engineers, architects, attorneys and other professionals) caused by, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage including the loss of

DEVELOPER, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable. The DEVELOPER agrees that it will pay the reasonable costs of the COUNTY's legal defense, including fees of attorneys as may be selected by the COUNTY and shall defend, satisfy, and pay any judgments which may be rendered against the COUNTY in connection with the above hold harmless agreement. The DEVELOPER acknowledges that specific consideration has been received for this hold harmless/indemnification provision.

The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Insurance. Before starting and throughout the Term of this Agreement, the DEVELOPER shall procure and maintain insurance of the types and to the limits specified in Section A below.

The DEVELOPER shall require each of its Subcontractors, if any, to procure and maintain, until completion of that Subcontractor's work, insurance of types and to the limits specified in Section A (i) through (v) inclusive below. It shall be the responsibility of the DEVELOPER to ensure that all its Subcontractors meet these requirements.

(a) Coverage. Except as otherwise stated, the amount and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation: Coverage to apply for all employees at the STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act, and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of Five Hundred Thousand and No/100 Dollars (\$500,000.00)/each accident; One Million and No/100 Dollars (\$1,000,000.00)/disease – policy limit; Five Hundred Thousand and No/100 Dollars (\$500,000.00)/disease – each employee, and a waiver of subrogation in favor of COUNTY, its agents, employees and officials.

(2) Commercial General Liability: Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the COUNTY for limits not less than Four Million and No/100 Dollars (\$4,000,000.00)/general aggregate; Two Million and No/100 Dollars (\$2,000,000.00)/products-completed operations (aggregate); Two Million and No/100 Dollars (\$2,000,000.00)/personal injury and property damage liability; Two Million and No/100 Dollars (\$2,000,000.00)/each occurrence; Fifty Thousand and No/100 Dollars (\$50,000.00)/fire damage legal; Five Thousand and No/100 Dollars (\$5,000.00)/medical payments.

coverage for all owned vehicles, hired/non-owned vehicles, with an Additional Named Insured Endorsement in favor of the COUNTY, for a combined single limit (bodily injury and property damage) of not less than One Million and No/100 Dollars (\$1,000,000.00)/combined single limit (bodily limits; injury/property damage); personal injury protection/statutory One Million and No/100 Dollars (\$1,000,000.00) /uninsured/underinsured motorist; One Million and No/100 Dollars (\$1,000,000.00)/hired /non-owned auto liability.

(4) Builder's Risk /Installation Floater: When this agreement includes construction of or additions to above ground buildings or structures, or installation of machinery or equipment, Builder's Risk and/or Installation Floater coverage must be provided as follows:

- (i) All Risk Coverage – All risk Coverage on a completed value form shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.
- (ii) Amount of Insurance – one-hundred percent (100%) of the completed value of such addition(s), building(s), or structure(s), or machinery and equipment.
- (iii) Waiver of Occupancy Clause or Warranty – Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) will not be occupied by the COUNTY.
- (iv) Maximum Deductible – Five Thousand No/100 Dollars (\$5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.
- (v) Additional Named Insured – The COUNTY must be included as an additional named insured.
- (vi) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation and/or restriction.
- (vii) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the DEVELOPER and the COUNTY must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of floor insurance coverage available under the National Flood Insurance Program.

OR

(5) Property Insurance Coverage: When construction of any above ground building or structure, or installation of machinery or equipment is complete, coverage must be provided as follows:

(i) All Risk Coverage – All Risk Coverage on a completed value from shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.

(ii) Amount of Insurance – one hundred (100%) of the "replacement cost value."

(iii) Maximum Deductible – Five Thousand and No/100 Dollars (\$5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.

(iv) Additional Named Insured – The COUNTY must be included as an additional named insured.

(v) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation.

(vi) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the Contractor must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

(6) Environmental Impairment Insurance: Coverage shall be provided and maintained as a separate policy for One Million Dollars and No/100 Dollars (\$1,000,000.00) per occurrence; Two Million Dollars and No/100 Dollars (\$2,000,000.00) aggregate.

(7) Business Interruption: Coverage shall be maintained in an amount sufficient to cover COUNTY's loss of revenues or consequential damages for the period of time it would take to repair or replace the damage or loss that caused said loss or damage.

(b) Waiver of Subrogation/Cause of Action. DEVELOPER agrees to waive any rights of recovery against the COUNTY for damage or loss to DEVELOPER's property or other asset, and any loss of revenue or consequential damages, howsoever caused, and agrees to require appropriate waivers of subrogation from its insurance companies.

Developer shall be filed with the COUNTY as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability, and expiration dates. The COUNTY shall be identified as an Additional Named Insured for each type of coverage required by Section A (2) through A (6) above. The required certificates of insurance may refer specifically to this Agreement and the above sections in accordance with which such insurance is being furnished, and may state that such insurance is as required by such sections of this Agreement.

The DEVELOPER shall provide a Certificate of Insurance to the County with a thirty (30) days' notice of cancellation. In addition, the County will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the COUNTY, where applicable. The certificate should also indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form, the certificate will show a retroactive date, which should be the same date as the Agreement (original date if Agreement is renewed) or prior.

If the initial insurance expires prior to the completion of work, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

Section 12. Removal and Restoration.

(a) Ownership of Equipment. Except as otherwise provided in this Agreement, the LFG Utilization Facility and related equipment shall remain the personal property and/or responsibility of DEVELOPER (collectively "DEVELOPER's Equipment"), notwithstanding the above, however, no equipment shall be removed that will affect the operations of the COUNTY's Flare Stations needed to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors.

(b) Transfer of Ownership upon Expiration or Termination. Upon the expiration or termination of the Agreement, the below ground portions of the LFG Utilization Facility and the building shall become the personal property and responsibility of COUNTY. DEVELOPER shall have no further responsibility with respect to the below ground portions of the LFG Utilization Facility after DEVELOPER conveys title to such equipment, free and clear of any encumbrances, liens or security interest.

Notwithstanding the above, within thirty (30) or (90)? days after the expiration or termination of this Agreement, , the DEVELOPER shall, at its sole expense, remove all LFG Utilization Facility and any associated Transmission equipment except for the building from the Landfill and return the LFG Utilization Facility Site to its original condition.

COUNTY to buy any portions of the LFG Utilization Facility. Should DEVELOPER fail to remove DEVELOPER's Equipment as required under this Section 12, such property shall be deemed abandoned and shall become the property of COUNTY. Should the COUNTY incur cost associated with the removal of abandoned equipment and/or site restoration associated with such abandonment, the DEVELOPER shall be liable for such cost. This liability shall expire twelve (12) months after the abandonment if the COUNTY has not notified the DEVELOPER in writing that site clean-up has been completed or is underway including the actual or estimated cost of such clean-up.

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(c) Removal and Restoration Bond. Before starting and throughout the term of this Agreement, DEVELOPER shall procure and maintain a bond or financial security instrument under forms acceptable and approved by the COUNTY to ensure the removal of the DEVELOPER's facilities and the restoration of the land upon the expiration or termination of this Agreement. The amount of the bond or financial security instrument shall be Fifty Thousand and No/100 Dollars (\$50,000.00).

Section 13. Force Majeure. If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that:

- (a) The non-performing party, as soon as possible but no later than two (2) weeks after the occurrence of the cause of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; and
- (b) The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and
- (c) No obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and
- (d) That the non-performing party endeavors to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest. The fee required to be paid by DEVELOPER set forth in Section 6(b) shall not apply, and DEVELOPER shall be relieved of its obligation there from, so long as an event of Force Majeure has occurred and is continuing.

Section 14. Termination.

(a) DEVELOPER's Default. The failure of the DEVELOPER to comply with any provision of this Agreement shall place the DEVELOPER in default. Prior to terminating the Agreement, the COUNTY shall notify the DEVELOPER in writing.

The COUNTY shall provide the DEVELOPER thirty (30) days to propose a written remedy and schedule, which shall not be unreasonably withheld, delayed, or conditioned. If the COUNTY disapproves of DEVELOPER's proposed remedy and schedule, the COUNTY may, at its sole option, direct an alternative remedy and schedule or provide DEVELOPER with ninety (90) days prior written notice of termination.

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Events of default by DEVELOPER warranting termination by COUNTY shall include, but not be limited to, one or more of the following:

(1) the filing by or against DEVELOPER of a petition in bankruptcy or the complete cessation of the business operations of DEVELOPER;

(2) failure by DEVELOPER to pay the fees due the COUNTY pursuant to Section 6, Payment;

(4) failure by the DEVELOPER to maintain the LFG Utilization Facility, the COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement;

(5) failure to operate the system or to maintain compliance with environmental regulations and noise limitation and odor control requirements;

(6) failure to pay for any damages assessed to the DEVELOPER;

(7) failure to commence Commercial Operations within eighteen (18) months from the effective date of this Agreement.

(b) Repeated Defaults by DEVELOPER. In the event that the DEVELOPER's record of performance shows that the DEVELOPER has frequently, regularly or repetitively defaulted in the performance of any of the material covenants and conditions required herein to be kept and performed by the DEVELOPER and regardless of whether the DEVELOPER has corrected each individual condition of default, the DEVELOPER may be deemed a "habitual violator" and all of said defaults may be considered collectively to constitute a condition of default. The COUNTY may thereupon issue the DEVELOPER a final warning citing the circumstances therefore, and any single material default by the DEVELOPER within one (1) year after said warning shall be grounds for termination of this Agreement. In the event of any such single subsequent default within one (1) year, the COUNTY may terminate this Agreement upon the giving of written final notice to the DEVELOPER. The COUNTY's Environmental Services Director shall be the sole authority to determine and deem the DEVELOPER as a "habitual violator".

(c) COUNTY's Default. The failure of the COUNTY to comply with any provision of this Agreement shall place the COUNTY in default. Prior to terminating the

make specific reference to the provision which gave rise to the default. The DEVELOPER shall provide the COUNTY thirty (30) days to propose a written remedy and schedule which shall set forth the specific timeframe for curing default. In the event of a default by the COUNTY, the COUNTY shall pay DEVELOPER an amount for capital expenditures for the LFG Utilization Facility consistent with Section 12(b) of the Agreement, or the DEVELOPER may remove the above ground portion of the LFG Utilization Facility at the DEVELOPER's option.

(d) Termination for Insufficient Quantities of LFG. Should the DEVELOPER determine, following LFG Utilization Facility start-up, that LFG can no longer be reasonably recovered from the Landfill in Commercial Quantities, DEVELOPER shall have the right to surrender and terminate this Agreement including its rights to the LFG upon ninety (90) days prior written notice to COUNTY. In the event of such termination by the DEVELOPER:

(1) the DEVELOPER shall continue to make payments to the COUNTY for the right to and use of the LFG in accordance with Section 6(b), whichever is in effect at the time, for a three (3) month period following notification of termination;

(2) the DEVELOPER shall continue to make payments for any monies due to the COUNTY for the sale of the Beneficial End Use Product and any other monies required by the provisions of this Agreement;

Section 15. Damages and Administrative Charges. Except where otherwise specifically provided, the measure of damages to be paid by the DEVELOPER to the COUNTY due to any failure by the DEVELOPER to meet any of its obligations under this Agreement shall be the actual damages incurred by the COUNTY. Said damages shall include, but shall not be limited to, the following damages:

(a) The COUNTY's Damages in the Event of Termination of DEVELOPER. If the COUNTY terminates this Agreement because of a default by the DEVELOPER, the DEVELOPER shall be liable to the COUNTY for all actual damages incurred by the COUNTY as a result of DEVELOPER's default.

(b)

(c) The COUNTY's Damages Due to DEVELOPER's Failure to Comply with Environmental Regulations. If the DEVELOPER fails to comply with any applicable environmental regulations, the DEVELOPER shall pay to the COUNTY the following:

COUNTY by any governmental agency charged with enforcement of environmental laws and regulations or judicial orders.

(2) The actual costs, including, but not limited to, legal, administrative and any associated fees, incurred by the COUNTY as a result of the failure to comply with the environmental regulations including any costs incurred in investigating and remedying the conditions which led to the failure to comply with the environmental regulations.

(d) Administrative Charges. The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the COUNTY due to those failures or circumstances described in this section of the Agreement and for which the DEVELOPER would otherwise be liable. Accordingly, administrative charges may be assessed against the DEVELOPER for the following failures to comply with the Agreement:

(1) If DEVELOPER fails to operate and perform the system within permit and/or regulatory requirements or standards, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within two (2) days of the receipt of the Notice from the COUNTY, administrative charges in an amount equal to fifty (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within two (2) days of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(2) If DEVELOPER fails to keep and utilize the LFG Utilization Facility at the levels of manpower and equipment necessary to adequately operate the system, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within one (1) week of the receipt of the Notice from the COUNTY, administrative charges in the amount equal to fifty percent (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within one (1) week of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(3) If DEVELOPER fails to supply information or reports required by the COUNTY and/or any regulatory agency within the timeframe agreed to by the COUNTY and/or regulatory agency, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing

charges in the amount of One Hundred and No/100 Dollars (\$100.00) per day shall be assessed against the DEVELOPER until such time as the COUNTY determines that the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within ten (10) day's receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period.

Section 16. Representations and Warranties.

(a) Warranties of COUNTY. COUNTY hereby agrees, warrants, and represents to DEVELOPER, as of the date of execution of this Agreement, that:

(1) The COUNTY has not entered into any other agreements with respect to the LFG conveyed to DEVELOPER under this Agreement or with respect to any of the other rights conveyed to DEVELOPER pursuant to Section 2 of this Agreement. COUNTY warrants that DEVELOPER shall take the LFG free and clear of any liens or encumbrances. COUNTY hereby warrants to DEVELOPER that COUNTY has the title to the LFG Utilization Facility Site, access to the site, the Landfill, and the LFG.

(2) No part of the LFG project was financed by grants or subsidized energy financing and the energy credit was not claimed with respect to property used in such recovery Project.

(3) The execution and delivery of this Agreement and related documents have been duly authorized, and constitute legal, valid, and binding obligations of the COUNTY which are enforceable in accordance with their terms and do not violate any law, rule or regulation.

(4) As of the effective date of this Agreement, the solid waste that the COUNTY accepts for disposal within the solid waste disposal units is nonhazardous solid waste as defined by Chapter 62-701, F.A.C. COUNTY also covenants that during the term of the Agreement, COUNTY will continue to accept only nonhazardous solid waste or material deemed nonhazardous in nature as defined by Chapter 62-701, F.A.C.

(b) Warranties of DEVELOPER. DEVELOPER hereby agrees, warrants and represents to COUNTY, as of the date of execution of this Agreement, that

(1) DEVELOPER is a duly organized, validly existing entity in good standing under the laws of the State of Florida. DEVELOPER has all requisite corporate power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

Agreement is within the corporate powers of DEVELOPER, have been duly authorized by all necessary corporate action, and do not violate any law, rule or regulation, or the terms of the articles of incorporation or bylaws of DEVELOPER.

Section 17. Assignment. The COUNTY and DEVELOPER shall bind themselves and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Neither party hereto may sell, assign or transfer this Agreement or any interest it may have hereunder, without prior written approval of the other party, such approval to be not unreasonably withheld, and provided that any such assignment shall not unduly interfere with the rights of the non-assigning party hereunder, and further provided that such assignee agrees to be bound by the terms of this Agreement to the same extent as assignor. In no event will assignment relieve the assignor of its obligations hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of COUNTY or DEVELOPER, nor shall it be construed as giving any right or benefit hereunder to anyone other than the COUNTY or the DEVELOPER.

Section 18. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received (i) when delivered in person to the authorized representative of the party to whom the notice is addressed, or (ii) on the date received as indicated on the prepaid certified or registered receipt when sent by prepaid mail, return receipt requested, to the party to be notified at the address indicated as follows:

To DEVELOPER:

Timberline Energy, LLC
15420 West Archer Drive
Golden, CO 80401

To COUNTY:

Hernando County

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Either party may change such representative or address under this Agreement by providing written notice to the other party.

Section 19. Taxes. DEVELOPER shall, during the term of this Agreement, pay or arrange for the payment of all general taxes that may be levied upon or assessed against the system, facilities, equipment, machinery and improvements constructed or installed by it in, on, or adjacent to the Landfill. To the extent permissible by law, COUNTY shall recognize DEVELOPER's Equipment as an environmental pollution control system as defined under applicable tax laws and, therefore, shall be free from state sales taxes as provided by state statutes.

Section 20. Interest of Members of COUNTY and Others. NO OFFICERS, members, or employees of the COUNTY, no member of its governing body, no other public official of the governing body of the locality or localities in which services for facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 21. Interest of DEVELOPER. DEVELOPER covenants that it presently has no interest and shall not acquire an interest, direct, or indirect, which shall conflict with the performances or services required to be performed under this Agreement. Developer further covenants that in the performance of this Agreement, the DEVELOPER shall employ no person having any such interest.

Section 22. Covenant against Contingent Fees DEVELOPER warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for DEVELOPER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DEVELOPER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the COUNTY shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

Section 23. Potential Conflicts of Interest. DEVELOPER is specifically aware of, and concurs with, the public need for the COUNTY to prohibit any potential conflicts of interest that may arise as a result of the execution of this Agreement. As a result, DEVELOPER has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform services for any client other than Hernando COUNTY, which could in any way present the reasonable possibility of an actual conflict of interest with Hernando COUNTY. DEVELOPER has not identified any such contracts., y.

In view of the potential of this Agreement being a long-term contractual relationship between the parties, DEVELOPER specifically agrees to comply with the following organizational requirements in performing its services under this Agreement:

(a) Direct supervision of DEVELOPER employees and agents under this Project shall be given by BILL OWEN, and the designated Project Managers assigned to each specific Project.

(b) DEVELOPER specifically warrants and agrees that any and all information, concepts, policies and regulations relating to the Project under this

Project team, except as may be affected by Chapter 119, Florida Statutes. No dissemination of any such information by DEVELOPER shall be made until after clear written authorization to do so has been granted by the COUNTY, except as may be otherwise required by law or directed by COURT Orders and except for disclosures to DEVELOPER's legal counsel or accountants. Notice of such disclosures permitted hereunder shall be immediately given to the COUNTY.

Section 24. Records and Audits. If federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of DEVELOPER which are directly pertinent to work performed under this Agreement, for purposes of making audit, examination, excerpts, and transcriptions.

The COUNTY and its auditors shall be entitled to audit the books and records of the DEVELOPER to the extent that such books and records relate to the performance of this Agreement. DEVELOPER agrees to maintain such records and accounts including all books, documents, papers, financial records and other evidences pertaining to work performed under this Agreement. Said records shall be made available at its office at all reasonable time during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for audit or inspection by the COUNTY, or any of its duly authorized representatives, unless a shorter period is authorized by the COUNTY in writing.

Section 25. Equal Opportunity Employment. DEVELOPER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Claims for Services. No claim for services rendered by DEVELOPER not specifically provided for in this Agreement will be honored by the COUNTY.

Section 27. Severability. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegally, or unenforceable, such a holding shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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Section 28. Modifications or Amendments in Writing. No modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herein.

(a) Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

(b) Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed as creating an association, joint venture or partnership between COUNTY and DEVELOPER or Buyer or to impose any partnership obligation or liability upon such parties. Neither COUNTY nor DEVELOPER or Buyer shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another party.

(c) Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. Venue shall be in Hernando COUNTY, Florida.

(d) Amendment to Agreement. The COUNTY and DEVELOPER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) are not valid, binding and enforceable unless signed by the Board of County Commissioners or by a COUNTY representative duly authorized by the Board of County Commissioners.

(e) Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

(f) DEVELOPER Right to Utilization Facility Design. It is acknowledged that the DEVELOPER and Buyer have or will have expended considerable time and expense in developing the design for the LFG Utilization Facility and associated electrical transmission, steam or LFG transmission lines, and, therefore, could consider such design to be proprietary. The COUNTY agrees on behalf of itself and its agents and representatives to maintain the proprietary nature of the design by not constructing like facilities without the written approval of the DEVELOPER and Buyer.

(g) Remedies Not Exclusive. The remedies in this Agreement are not exclusive and supplement any other remedies provided at law or in equity.

(h) Order of Precedence. In resolving inconsistencies among (2) or more components of this Agreement, precedence shall be given in the following order:

(1) Agreement

(5) DEVELOPER'S Proposal

SIGNATURE BLOCK BEGINS ON PAGE 33

In Witness whereof, the parties hereto have made and executed this agreement on the day and year first written above.

ATTEST:

Board of County Commissioners
Hernando County, Florida

By: _____

Date:

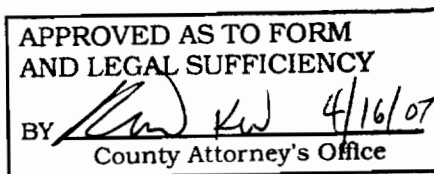
As authorized for execution by the
Board of County Commissioners
at its _____ 200_ meeting

Attest:

Timberline Energy, LLC, a
Delaware Limited Liability
Company

By: _____
Gregory H. Tilden, President

Date: _____



MEMORANDUM

TO: The Honorable Chairperson and Members of the
Hernando County Board of County Commissioners

VIA: Gary Kuhl, County Administrator *GK*
Kent Weissinger, Hernando County Attorney's Office
Jim Gantt, Purchasing Department *JG*

FROM: David W. Horne, Assistant Utilities Director *DWH*

DATE: March 6, 2007

Subj: Landfill Gas Project

BRIEF OVERVIEW:

Staff is requesting that the Board approve the execution of an unsolicited proposal contract from Timberline Energy, LLC of Golden, Colorado for the purchase of the landfill methane gas being generated at the Hernando County Northwest Solid Waste Facility Landfill. The gas will be utilized as an energy source within Hernando County at the site of Florida Rock.

The Hernando County Solid Waste Department is scheduled to install a gas flare during the construction phase of cell 3. This proposal and its timing are perfect relative to the landfill construction project.

BUDGET IMPACT:

No capital or operating costs to the County for the gas recovery system.

Projected annual revenues to the County are approx. \$70,000/yr.

This equates to approx. \$45K/yr for the gas and another \$24K/yr in royalty payments. As the landfill continues to generate larger volumes of methane gas, revenues will continue to increase.

LEGAL IMPACT:

The County Attorney's office has reviewed the proposal and finds it to be in good order and the terms of the proposal are in the county's best interest. Per the Purchasing Department, Mr. Jim Gantt, the gas can be sold under the "disposal of surplus" statutes. *JG*

RECOMMENDED ACTION:

Staff recommends that the BOCC approve the execution of this contract. As a result of doing so, the County will immediately start generating revenues of \$2,000/mo until the landfill gas system is operational.

ADMINISTRATIVE NOTE:

____ Reviewed
____ See attachment "MINUTES OF" ⁶⁻¹¹

APR 24 2007

CONSENT
AGENDA ITEM

10.

HERNANDO TIMES

Published Daily

Brooksville, Hernando County, Florida

STATE OF FLORIDA
COUNTY OF HERNANDO

} S.S.

Before the undersigned authority personally appeared **L. COMPTON** who on oath says that he/she is **Legal Clerk** of the **Hernando Times**, an edition of the **St. Petersburg Times** a daily newspaper published at Brooksville, in Hernando County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: CLK07-17/WM** was published in said newspaper in the issues of **CLS Hernando**, 4/3/07 4/10/07

Affiant further says the said **Hernando Times**, an edition of the **ST. PETERSBURG TIMES** is a newspaper published at Brooksville, in said Hernando County, Florida; and that the said newspaper has heretofore been continuously published in said Hernando County, Florida; each day and has been entered as second class mail matter at the post office in Brooksville, in said Hernando County, Florida; for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he /she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the pupose of securing this advertisement for publication in the said newspaper.

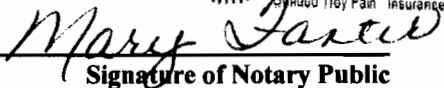


Signature of Affiant

Sworn to and subscribed before me
this 10th day of April A.D.2007



Mary Fanter
Commission # DD503974
Expires January 4, 2010
Braid Troy Fan Insurance Inc. 800-385-7019



Signature of Notary Public

Personally known X or produced indentification _____

Type of indentification produced _____

CLK07-17/WM

**NOTICE OF INTENT TO CONTRACT FOR DISPOSAL
OF SURPLUS CONSUMABLE PROPERTY
(LANDFILL GAS)**

NOTICE IS HEREBY GIVEN, that the Hernando County Board of County Commissioners ("Board") will consider approval of a contract to sell certain surplus consumable property (landfill gas) to the proposer of the contract, on April 17, 2007, at 9:00 a.m., or as soon thereafter as the matter may be heard, at a regularly scheduled meeting in the Board meeting room of the Government Center, 20 N. Main Street, Brooksville, Florida. The circumstances and essential terms of the contract are as follows:

The County's Solid Waste Division has received an unsolicited proposal contract from Timberline Energy, LLC of Golden, Colorado, for the purchase of the landfill methane gas being generated at the Hernando County Northwest Solid Waste Facility Landfill. The gas is to be used as an energy source within Hernando County at the site of Florida Rock. Certain off-site infrastructure NOT owned by the County is in place to facilitate gas transport. The contract as proposed requires no capital or operating costs to the County for the gas recovery system. Projected annual revenues to the County would approximate \$70,000/year, or about \$45,000 for the gas and another \$24,000 in royalty payments, with revenues increasing as landfill gas output increases.

YOU ARE FURTHER ADVISED that the proposed contract may be inspected and copied during regular business hours by contacting David Horne, Solid Waste Director, Northwest Solid Waste Management Facility, 14450 Landfill Road, Brooksville, FL 34614; (352) 754-4112. Although not required by law or ordinance, staff to the Board has elected to treat this proposal in a manner similar to the procedure for sale of real property pursuant to s. 2-140, Hernando County Code of Ordinances. Accordingly, the Board will consider all written offers to purchase the described property and has the power to determine which of two or more competing written offers provide the most favorable combination of price and terms as to serve the best interest of the County, in the sole discretion of the Board.

Any such competing written offers must be received by the above-named custodian of the proposed contract at the address and location stated, prior to 9:00 a.m., April 16, 2007. Interested persons, whether making an offer or not, may submit comments or objections in writing for circulation to Board members prior to the regular meeting at which action is scheduled by mailing or delivering such comments or objections to the Hernando County Board of County Commissioners, 20 N. Main Street, Room 460, Brooksville FL 34601, with copies to David Horne, Solid Waste Director, 14450 Landfill Road, Brooksville, FL 34614; and to Kent L. Weissinger, Assistant County Attorney, 20 N. Main St., Room 462, Brooksville FL 34601.

The Board shall consider any and all offers to purchase the above described surplus consumable property at the time and place set forth above, on the date set forth above. The Board reserves the right and power to postpone consideration of any and all offers to another date, time and place announced at the advertised meeting, and no further advertisement or publication shall be required.

BOARD OF COUNTY COMMISSIONERS, HERNANDO
COUNTY, FLORIDA
s/ Karen Nicolai (002316732)
Karen Nicolai, Clerk

LANDFILL GAS PURCHASE AGREEMENT

THIS LANDFILL GAS PURCHASE AGREEMENT ("Agreement"), made and entered into this 27th day of March, 200 7, by and between **TIMBERLINE ENERGY, LLC**, a Delaware Limited Liability Company, doing business at 14520 West Archer Drive, Golden, Colorado, 80401, hereinafter referred to as the "DEVELOPER" and **HERNANDO COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 N. Main Street, Room 460, Brooksville, Florida 34601 Florida hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, the COUNTY is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the COUNTY; and

WHEREAS, the COUNTY has constructed an active landfill gas ("LFG") collection and flaring system at the Hernando County Northwest Solid Waste Management Facility ("Landfill") in order to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors; and

WHEREAS, the COUNTY plans to construct subsequent expansions to the LFG Management System; and

WHEREAS, the COUNTY recognizes that the use of recovered LFG is of environmental and economic benefit to the COUNTY; and

WHEREAS, the COUNTY desires to enter an Agreement with the DEVELOPER whereby the DEVELOPER would make certain payments to the COUNTY for the rights to and sale of LFG to a Buyer.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

Section 1. Definitions. Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

(a) **Beneficial End Use Product** means products derived from LFG that may include, but are not limited to: processed LFG, pipeline quality LFG, electric power, thermal energy, CO₂, or any two or more of the foregoing. The use of such products shall result in a tangible financial gain for the COUNTY.

(b) **British Thermal Unit (BTU)** means the quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit, for example from 58.5 to 59.5 degrees Fahrenheit, under standard pressure of 30 inches of mercury at or near its

point of maximum density. One BTU equals 252 calories, (gram), 778 foot-pounds, 1,055 joules, 2.931×10^{-4} kWh, or .293 watt hours.

(c) BTU per Cubic Foot means a measure of the heat available or released when one cubic foot of gas is burned. Landfill Gas has an expected value of 500 to 600 BTU per Cubic Foot.

(d) Buyer means the party or parties to which DEVELOPER will sell a Beneficial End Use Product derived from the recovery and/or processing of LFG.

(e) Commercial Operations means from the date when the DEVELOPER's LFG Utilization Facility begins deliveries of a Beneficial End Use Product to a Buyer.

(f) Commercial Quantities means an economically viable quantity of LFG (minimum of one (1) standard cubic feet per minute (scfm) provided by the COUNTY at the Delivery Point pursuant to this Agreement).

(g) Condensate means the liquid formed from the condensing of the vapors that occurs during the collection, transportation, and processing of LFG.

(h) Day means a calendar day.

(i) Delivery Point(s) means the point(s) at which the LFG enters the DEVELOPER's header or connection piping for delivery to the DEVELOPER's LFG Utilization Facility. The point(s) are located at or near the COUNTY's Flare Station facilities.

(j) Flare Stations means the equipment and appurtenances used to incinerate LFG. The Flare Stations are used to incinerate LFG in conformance with applicable federal, state, and local rules and regulations, and to control odors.

(k) Force Majeure means acts of God; winds, hurricanes, tornadoes, fires, epidemics, landslides, floods; strikes, lock-outs, acts of public enemies; insurrections; explosions; a change in law not due to improper conduct or to any negligent or intentional act or omission; or any cause or event, not reasonably within the control of the party claiming Force Majeure except for the financial inability of such party caused by factors other than any of the foregoing.

(l) Heating Value means the amount of heat produced by the complete combustion of a unity quantity of fuel. The gross or higher heating value (HHV) is that which is obtained when all of the products of combustion are cooled to the temperature existing before combustion, the water vapor formed during combustion is condensed, and all the necessary corrections have been made. The net or lower heating value (LHV) is obtained by subtracting the latent heat of vaporization of the water vapor, formed by the combustion of the hydrogen in the fuel, from the gross or higher heating value.

(m) Landfill means the Hernando County Northwest Solid Waste Management Facility located at 14450 Landfill Road, Brooksville, Florida where Class I and Class III wastes are permanently deposited in solid waste disposal units.

(n) Landfill Gas (LFG) means any and all gases resulting from the decomposition of refuse material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

(o) LFG Management System means the network of LFG recovery wells and interconnecting pipes together with attendant valves, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting, and transporting LFG to the Delivery Point(s).

(p) LFG Purchase Agreement means this Agreement between the COUNTY and DEVELOPER for: the construction and operation of DEVELOPER's LFG Utilization Facility; the connection to the Delivery Point(s) for the recovery and utilization of LFG; and the purchase of the LFG provided by the COUNTY at the Delivery Point(s).

(q) LFG Utilization Facility means the DEVELOPER's building or enclosure and equipment required for the processing and delivery of the Beneficial End Use Product to the Buyer, such equipment may include, but is not limited to, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, electric generation and related facilities.

(r) LFG Utilization Facility Site means an area located within the Landfill property upon which the DEVELOPER may access, install, and construct the LFG Utilization Facility. The LFG Utilization Facility Site shall be at a site mutually agreed to by the COUNTY and DEVELOPER.

(s) Leachate means the liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials.

(t) Utility Interface (i) in the case where LFG is used to generate electric power, this term shall mean the step-up transformer, metering facilities, protection circuitry, transmission lines, poles, and any other equipment necessary to interconnect the LFG Utilization Facility with the grid of the electric utility in whose franchise area the Landfill is located, or (ii) in the case where LFG is converted to other beneficial products, this term shall mean the metering facilities, pipelines, valves and any other equipment necessary to interconnect the LFG Utilization Facility with the transmission or distribution pipelines or other facility of the electric utility, pipeline company, or other Buyer.

Section 2. Rights Granted to DEVELOPER. Subject to the limitations and other provisions of this Agreement, COUNTY hereby grants to DEVELOPER the following:

(a) Landfill Gas. Developer has the right and license to connect, process, sell, and utilize the LFG that is generated from the Landfill and other contiguous landfill expansion areas and delivered to the Buyer during the term of this Agreement. It shall be the DEVELOPER's responsibility to connect and utilize all LFG made available by the COUNTY for direct sale as fuel or conversion to a Beneficial End Use Product for sale to a Buyer. Title to and risk of loss for the LFG will pass to Buyer. DEVELOPER shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with LFG.

(b) Site of LFG Utilization Facility. In accordance with the provisions of this Agreement, the COUNTY will make available to DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER, by license, as required by DEVELOPER for construction of a LFG Utilization Facility and site improvements, commencing as of the effective date of this Agreement and terminating at the termination of this Agreement. COUNTY hereby covenants (i) that it has title to the LFG Utilization Facility Site in fee and (ii) that DEVELOPER shall have exclusive use of the LFG Utilization Facility Site during the term of this Agreement so long as DEVELOPER is not in default of its obligations under this Agreement.

(c) Access. COUNTY will make available to the DEVELOPER access to the LFG Utilization Facility Site for construction, installation, operation, and maintenance of the DEVELOPER's supplied facility equipment, transmission lines, sewer, electric, water, and telephone lines that are necessary for the operation of the facility.

Section 3. Obligations of COUNTY.

(a) Obligation. The Developer will design and install the initial wells and collection system. The COUNTY shall design, construct, upgrade, expand, operate, and maintain the LFG Management System and provide additional blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The COUNTY will consult with the DEVELOPER on the placement and configuration of the LFG extraction wells and other equipment required to meet such regulations, in an effort to enhance the beneficial use of the LFG and the overall operation of the LFG Management System. The DEVELOPER's comments shall not be binding on the COUNTY.

Subject to these limitations and other provisions of this Agreement, COUNTY shall:

(1) Cooperate in the construction, development, and operation of the Landfill so as to enhance the production of LFG, while controlling odors and maintaining compliance with all applicable regulations;

Deleted: cooperate

(2) ~~Not~~ interfere with the DEVELOPER's operation and maintenance of the LFG Utilization Facility, providing DEVELOPER is complying with all applicable laws and regulations;

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(3) instruct its independent contractors, agents and employees to comply with Sections 3(a)(1) and (2) described above;

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(4) ~~Promptly~~ repair at its expense, major cracks, fissures, erosion or physical changes in the Landfill which have an adverse effect on the production of LFG or on the LFG Management System in accordance with applicable LFG regulations;

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(5) comply with applicable federal, state and local laws, rules, ordinances and regulations relating to or regulating the construction and operation of the Landfill except for said responsibilities of the DEVELOPER as established under this Agreement; and

(6) maintain consistent cover on the Landfill to meet current federal and state requirements.

(b) Access to the DEVELOPER's Facilities. Access to the DEVELOPER's LFG Utilization Facility shall be by the established entranceway to the Landfill via the scalehouse. The COUNTY shall take appropriate steps to ensure that this access route to the LFG Utilization Facility is available to the DEVELOPER at all times (i.e., 24 hours per day, 7 days per week). When utilizing the access route, the DEVELOPER shall abide by all of the applicable policies and safety regulations of the COUNTY. In certain cases, such as ..., the COUNTY will notify the DEVELOPER of the need to enter the DEVELOPER's premises.

(c) Documents. As reasonably requested by DEVELOPER, COUNTY shall:

(1) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any documents in its possession regarding LFG production from the Landfill, the quantity, age, and type of refuse in the Landfill, tipping records, etc.; and

(2) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and COUNTY's or DEVELOPER's activities contemplated in this Agreement, and allow DEVELOPER to copy any such material or documents as may be in COUNTY's possession.

(d) Good Faith. COUNTY shall perform its obligations hereunder in good faith and acting reasonably, cooperate with DEVELOPER so that DEVELOPER can meet its responsibilities and obligations under this Agreement.

(e) Caveats. Notwithstanding any portion of this Agreement to the contrary, it is understood and agreed to by DEVELOPER that the COUNTY does not warrant or guarantee the rates of production, the chemical composition, or heating content of the LFG from the Landfill. DEVELOPER is relying on its own calculations and evaluation of the Landfill in this regard.

Section 4. Obligations of DEVELOPER.

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(a) Obligations. The operation of the LFG Utilization Facility and any other activity of DEVELOPER shall not interfere with the management and operational requirements of the Landfill. The DEVELOPER shall design, construct, operate, and maintain the initial gas wells and gas collection system portion of the LFG Management System. The County shall be responsible for providing blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The DEVELOPER will consult with the COUNTY on the placement and configuration of the LFG extraction wells and other equipment.

(b) LFG Utilization Facility. DEVELOPER shall, at its sole expense, permit, design, install, construct, operate, replace, expand, upgrade, and maintain the LFG Utilization Facility required for the processing and delivery of the Beneficial End Use Product to the Buyer. The design, installation, construction, operation, replacement, expansion, upgrade, if any, and maintenance of such LFG Utilization Facility shall be in accordance with federal, state, and local requirements, and industry standards.

(c) Delivery Point(s). DEVELOPER shall, at its sole expense, provide and install:

(1) Header piping, connection piping, valves, pipe supports, and any other auxiliary items from the DEVELOPER's LFG Utilization Facility to the Delivery Point(s).

(2) A tee, valve, and blind flange at the Delivery Point(s) for the purpose of connecting to the COUNTY's LFG Management System.

(3) Any needed blower booster(s) or blower(s) to manage the flow of LFG from the Delivery Point(s) to the LFG Utilization Facility.

(4) For the COUNTY's use, the DEVELOPER, at its own expense shall install, operate and maintain flow meter(s), , and continuous recorder near the Delivery Point(s) for the purpose of determining the quantity and methane content of LFG delivered to the DEVELOPER. The COUNTY and DEVELOPER shall mutually select the final location for the flow meter(s). Flow meter(s) shall be calibrated quarterly by the COUNTY's representative certified to perform such calibrations. The DEVELOPER may independently pay for calibration of the meter(s) by a third party certified to perform such calibrations with consent from the COUNTY. The DEVELOPER shall analyze the COUNTY's LFG daily for the content of methane and

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other constituents deemed necessary by the parties. Periodically, the COUNTY may independently arrange and pay for the sampling and analysis of the gas by an appropriately certified laboratory. If the County's and the DEVELOPER's analysis differ by less than ten percent (10%), the results shall be averaged for purposes of this section. If the results differ by more than ten percent (10%), the COUNTY and the DEVELOPER shall arrange for sampling by a mutually agreed upon third party laboratory.. The COUNTY and the DEVELOPER shall share equally in the cost of the third party laboratory.

(d) Commercial Operations. DEVELOPER shall commence Commercial Operations within 18 months from the effective date of this Agreement.

(e) Operations. In addition to the following, DEVELOPER shall operate the LFG Utilization Facility in accordance with the Wellfield Maintenance Agreement of even date herewith attached hereto and incorporated herein as Exhibit "A". DEVELOPER shall:

(1) Operate the LFG Utilization Facility, and all associated DEVELOPER supplied equipment in a prudent manner in accordance with good engineering practices and in a manner consistent with industry standards.

(2) Maintain the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement.

(3) Repair the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment, as necessary, to restore normal operations and system redundancies to ensure compliance with the terms of this Agreement.

(4) Maximize the use of the available LFG from the COUNTY and sell and deliver Beneficial End Use Product to a Buyer.

(5) Maintain a constant and balanced draw from the COUNTY's LFG Management System in order for the COUNTY to maintain a balance of their system.

(6) Maintain air emissions generated by the operations to any applicable standards or permits.

(7) Flare all LFG that may be available due to excess quantity, scheduled and unscheduled maintenance, or shut-off by Buyer. Meet permit requirements, control odors, operate, repair, and maintain the COUNTY's Flare Station(s).

(8) Control on-site odors from the DEVELOPER's facilities in order to control on-site and off-site impacts in accordance with applicable standards, ordinances, permits, rules and regulation.

(9) Maintain noise levels from the operation of the DEVELOPER's facilities at any point of the Landfill site boundary in accordance with Section 30.1302 of the COUNTY's landfill operation.

(10) Control and dispose of all wastes generated from the DEVELOPER's facilities according to current environmental regulations, including gas condensate and waste cooling water.

(11) Comply with all applicable federal, state, and local laws, rules, ordinances and regulations and any other said responsibilities of the DEVELOPER as established under this Agreement.

(12) Provide information to COUNTY, as necessary, for COUNTY to comply with New Source Performance Standards (NSPS) reporting requirements, or other regulatory reporting requirement.

(13) Comply with annual inspection and implement recommendations made by the COUNTY's consulting engineer on annual inspection of the flare and facility property.

(f) Good Faith. DEVELOPER shall perform its obligations hereunder in good faith and acting reasonably, cooperate fully with COUNTY so that COUNTY can meet its responsibilities and obligation under this Agreement. DEVELOPER shall comply with all laws and regulations applicable to the work being performed under this Agreement.

(g) Design Review. DEVELOPER shall submit to COUNTY for review, comment and approval all design documents relating to the implementation of this Agreement including plans, specifications and drawings for the procurement, installation, and construction of the LFG Utilization Facility during the term of this Agreement. Any such review, comment and approval will not be unreasonably withheld. The purpose of such review is to ensure that the facilities constructed on the COUNTY's property will not interfere with the COUNTY's operations, and will comply with all applicable laws (e.g., permitting, zoning, and environmental requirements), as well as the provisions of this Agreement. The COUNTY shall not have the right to review or approve any proprietary information, or to approve the detailed terms of DEVELOPER's design documents, but COUNTY may provide comments to DEVELOPER on such design, and DEVELOPER agrees to make such changes as may be necessary to comply with COUNTY's requirements. If changes to these design documents are made, DEVELOPER will submit such changes to the COUNTY for review and COUNTY shall notify DEVELOPER in a reasonable time (such time in no event to exceed thirty (30) days) of its comments on such changes. Any recommendation of rejection shall be reasonable, based on the design standards set forth in this Agreement and accompanied by a detailed

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explanation of the reasons for the rejection. County will also propose reasonable alternatives to DEVELOPER to eliminate the reasons for the rejection. COUNTY and DEVELOPER recognize that delays in the construction of these systems may delay DEVELOPER's construction schedule. Therefore, COUNTY and DEVELOPER agree to exercise reasonable efforts to expedite the review and approval process. DEVELOPER will provide COUNTY with a complete set of "as built" plans for the DEVELOPER's LFG Utilization Facility. The review process described in this paragraph does not relieve the DEVELOPER of its obligations to obtain the required building permits and site plan review approval, or any other local, state or federal approvals required for the DEVELOPER's LFG Utilization Facility.

Neither the COUNTY's authority to review and approve design documents relating to the implementation of this Agreement nor any decision made by the COUNTY in good faith in conjunction with such review and approval shall give rise to any duty or responsibility of COUNTY to DEVELOPER, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

The COUNTY's actions pursuant to this section shall not create any vested rights for the DEVELOPER. Nothing in this Agreement shall be construed to eliminate the need for the DEVELOPER to comply with all applicable laws and regulations.

(h) Permits. DEVELOPER shall, at its own expense, prepare and file permit applications and diligently prosecute the processing of such permit application for the purpose of obtaining all environmental and other permits which are required under applicable local, state, and federal laws and regulations for the construction, installation, and operation of the LFG Utilization Facility, associated electrical transmission lines, an/or steam, or LFG transmission pipelines, on and off-site. In connection therewith, the COUNTY agrees to make available to the DEVELOPER all known public records within the COUNTY's possession of environmental information reports, environmental impact reports, air impact assessment studies, copies of all environmental applications filed, and other available data relating to and used in connection with obtaining any environmental permits necessary for the installation and operation of any equipment or the conducting of any other activities at the Landfill.

Any permit modifications or applications that may affect existing COUNTY permits shall be submitted to the COUNTY for review and comment prior to submission to the applicable regulatory agency. The DEVELOPER shall incorporate any comments from the COUNTY subsequent to final review by the COUNTY and re-submit to COUNTY for final approval, authorization, and signature.

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(i) Laws and Regulations. The DEVELOPER must agree to abide by and conduct its programs and provide its services in compliance with the applicable provisions of:

- Florida Worker's Compensation Statutes and Regulations, Florida Statutes, Chapter 440 and Florida Administrative Code (F.A.C), Rule 38F
- Florida Workplace Safety and Health Regulations, F.A.C – Rule 38I
- Federal Civil Rights Act of 1866
- Federal Civil Rights Act of 1871
- Federal Equal Pay Act of 1963
- Federal Civil Rights Act of 1964
- Federal Age Discrimination and Employment Acts of 1967
- Federal Rehabilitation Act of 1973
- Federal Americans with Disabilities Act of 1990
- Federal Civil Rights Act of 1991
- Florida Civil Rights Act of 1992
- American National Standards Institute
- National Fire Protection Association
- Occupational Safety and Health Act, Code of Federal Regulation, Chapter 29, Parts 1910 and 1926, General Industry Standards and Construction Industry Standards, as amended, with particular attention to the Hazard Communications, Trenching and Shoring and Confined Space Entry Standards.
- All other applicable ordinances, statutes, laws and amendments thereto.

The DEVELOPER is presumed to be familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work.

(j) Site Security. The LFG Utilization Facility Site shall be fenced and gated and locked during construction and operations. The fencing shall contain signage on each side, warning of any hazards and providing telephone numbers for notification of emergency situations. Employees of the COUNTY shall not be permitted on the LFG Utilization Facility Site, except in the event of an emergency or disaster, unless accompanied by an authorized employee of the DEVELOPER. Subject to the exemptions included in this subsection for entry onto the LFG Utilization Facility Site, the COUNTY's employees shall not enter the site unless:

- (1) DEVELOPER's employee is on the site at the same time, or
- (2) DEVELOPER requests assistance from the COUNTY or a duly authorized representative, or
- (3) It is necessary for the COUNTY to collect samples from the discharges of the DEVELOPER's facility, or
- (4) A situation that requires immediate attention. The COUNTY will notify the DEVELOPER within 24 hours of entrance onto the DEVELOPER's site.

The fencing, gating, and site security requirements of this subsection shall be limited to the DEVELOPER's LFG Utilization Facility Site.

(k) Project Plan. The DEVELOPER must prepare and submit to the County a preliminary Project Plan for the LFG Utilization Facility Project, during the construction process. The Plan will cover a number of aspects of the DEVELOPER's operations and will include at a minimum;

- Testing requirements for startup of the LFG Utilization Facility;
- LFG Utilization Facility Operating Plan that demonstrates at a minimum the facility's ability to process the initial LFG flows (LFG available from the COUNTY at startup of the Facility) from the Landfill;
- Reporting requirements to governmental agencies for permits associated with LFG Utilization Facility;
- Testing and monitoring procedures of the LFG Utilization Facility to assure compliance with permit conditions;
- An Emergency, Disaster and Safety Plan

The Project Plan will be finalized and accepted by the County prior to the startup of the LFG Utilization Facility. Once accepted by the COUNTY, the DEVELOPER is obligated to adhere to the Plan. Deviations from the plan are only permissible if they are made in writing to the COUNTY and accepted in writing by the COUNTY. Operations will commence after completion of the startup period and approval of the Project Plan by the COUNTY.

(l) Project Schedule. The DEVELOPER shall be responsible for developing and keeping current a project schedule for each of the elements of the LFG Utilization Facility construction which show: the sequence of project development, permitting, design, construction, startup, and commencement of operations, system testing, and monitoring, and reporting to governmental agencies. The COUNTY will review and accept the Project Schedule before any construction shall commence. The COUNTY will be informed of monthly progress and changes in the schedule by the DEVELOPER.

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(m) Transmission Line. Any off-site pipeline or transmission line to the Buyer's premises shall comply with and be included within the requirements and liabilities assumed by the DEVELOPER under this Agreement. Any portion of the pipeline or transmission line on public right of way shall be clearly marked according to industry or governmental standards. The depth of the pipeline or transmission line shall comply with local permitting code and/or State law whichever is applicable.

Section 5. Term.

(a) Agreement Term. This Agreement shall have a term of twenty (20) years which shall begin on the date when the DEVELOPER commences Commercial Operations of the LFG Utilization Facility, consistent with the provisions of this Agreement. At the end of the term, this Agreement shall terminate, unless extended by mutual written agreement of the COUNTY and DEVELOPER, provided that the party

wishing to extend gives the other at least one hundred eighty (180) days written notice of such desire. The term of this Agreement also may be extended if and when the COUNTY adds additional LFG extraction wells in the Landfill and the DEVELOPER agrees to expend additional capital funds to increase the capacity of its LFG Utilization Facility, provided the COUNTY and the DEVELOPER consent in writing to the extension. If the County does not renew the agreement then the DEVELOPER will be reimbursed for the cost of the wells and collection system installed by DEVELOPER.

(b) Effective Date. This agreement shall become effective on the day it is executed by a duly authorized representative of the COUNTY. Until the effect date, this Agreement shall be of no force or effect.

Section 6. Payment.

(a) Initial Payment for LFG Rights. DEVELOPER shall pay the COUNTY a lump sum of Five Thousand and No/100 Dollars (\$5,000.00) within ninety (90) days of the effective date of this Agreement, or upon financing the LFG Utilization Facility, whichever comes first. This lump sum payment to the COUNTY shall constitute the DEVELOPER's payment for an exclusive right to and use of LFG from the Landfill.

(b) Payment for LFG Delivered. DEVELOPER shall pay the COUNTY a 3% royalty for all gross revenue derived from the sale of the landfill gas, CO₂, emissions credits or other products. The royalty shall increase to 6% for all landfill gas btu's above 110,000 btu/year.

(c) If the Developer is operating the wells and gas collection system, the Developer will deduct \$2,000/month from the royalty payment. However at no time will the royalty payment minus the \$2,000/month deduction be less than \$1,000/month.

(e) Payment Due Date. All monies due to the COUNTY on a monthly payment basis shall be payable in arrears along with documentation of revenues monthly payment are due on or before the twenty-fifth (25th) day of the calendar month following the month in which DEVELOPER actually receives revenues from its sale of the Beneficial End Use Products converted from the LFG from the Landfill. The COUNTY shall have the right to inspect, copy, and audit during reasonable business hours the sale journal and any other pertinent books and records of the DEVELOPER relating to the calculations of the revenues upon which the payment of LFG delivered will be based or any other payment to the COUNTY. If the above indexes are not available for any reason, the parties shall mutually agree on the use of a replacement index or indexes.

(f) Tax and Emission Credits. If any federal, state, or local tax or emission credits become available, DEVELOPER shall pay a fee to the COUNTY for any tax or emission credits received by the DEVELOPER for the LFG Utilization Facility. The fee shall be equal to the royalty amount.

(g) Utility Interface Costs. The DEVELOPER is solely responsible to pay for all utility interface costs.

Section 7. Financing. COUNTY acknowledges that DEVELOPER may desire to finance some or all of the equipment or personal property required to undertake work to be performed under this Agreement and hereby consents to any encumbrance or lien on the machinery, equipment, fixtures, and buildings that make up the LFG Utilization Facility and Utility Interface for the purpose of obtaining such financing, provided:

(a) DEVELOPER shall give COUNTY notice of the existence of such encumbrance or lien together with the name and address of the holder of such encumbrance or lien, and a copy of the encumbrance or lien.

(b) That the existence of such encumbrance or lien shall not relieve DEVELOPER from any liability or responsibility for the performance of its obligations under this Agreement.

Under no circumstances shall DEVELOPER cause any mortgage or lien to exist on the COUNTY property, Landfill, access road, or LFG Utilization Facility Site, and no security interests may be granted in any underground transmission lines, pipelines, or underground equipment or fixtures associated with the project.

Section 8. General Obligations.

(a) Planning and Expansion. DEVELOPER recognizes that future development of the COUNTY Landfill may include additional facilities. COUNTY and DEVELOPER agree to exchange information on a regular basis for planning and coordination of all activities to promote the safe and orderly development and operation of the Landfill.

(b) Interests Retained by COUNTY. All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not limited to, the refuse, cell liners, leachate, condensate, and waste spoilage removed from Landfill during construction of LFG Management System and cover) shall at all times remain the property of COUNTY.

(c) Independent Contractor. In the performance of any activities pursuant to this Agreement, the DEVELOPER will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the COUNTY. The Developer shall be solely responsible for the means, methods, sequences, and procedures utilized by the DEVELOPER. None of the ~~Developer's employees,~~ officers, agents, or any other individual directed to act on behalf of the DEVELOPER for any act related to the Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the COUNTY.

Deleted: Developer's employees

(d) Condensate. The DEVELOPER is responsible for the collection and removal of condensate from the DEVELOPER's condensate sumps, DEVELOPER's condensate knockout vessel(s) and the LFG Utilization FACILITY, and the proper handling and delivery of the condensate to the COUNTY's leachate collection system (leachate manhole) or leachate storage tanks. The COUNTY shall have the right to collect and test samples from the DEVELOPER's facilities before discharging into the COUNTY's facilities.

(e) Gas Migration and Emissions. DEVELOPER and COUNTY acknowledge that the primary objective of the LFG Management System is and will continue to be to control LFG migration, emissions and odors, in order to meet all local, state and federal regulatory requirements and the requirements of existing and future landfill permits. DEVELOPER shall operate the LFG Utilization Facility in a manner that is conducive to this primary objective.

FURTHERMORE the COUNTY is to provide all of the needed LFG Management System components and all replacement, expansions, and additions and the operation thereof to collect the LFG generated at the Landfill to the greatest extent possible so that (i) the operation of the Landfill will remain in compliance with applicable federal, state and local laws and regulations, and (ii) the operation of the Landfill will control LFG migration and odors.

(f)

The COUNTY shall design, permit, construct and pay for any additional equipment or other improvements that are necessary to ensure compliance with applicable regulations due to (i) a change in applicable laws or regulations that occurs after the effective date of this Agreement or (ii) an expansion of or other change, provided that such failure is not caused by DEVELOPER's acts or omissions during DEVELOPER's maintenance, repair and operation.

(g) Non Waiver.

(1) The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

(2) No action taken by COUNTY or DEVELOPER after the effective date of the termination of this Agreement pursuant to Section 14 in accepting one or more payments from the other or undertaking any other activity which would have been authorized by this Agreement but for its termination, shall be construed that this Agreement is not terminated or as a waiver of the termination.

(h) Inspections. COUNTY has the right to conduct inspections of the DEVELOPER's facilities to verify operations compliance, environmental compliance and

compliance with applicable local, state, and federal regulations and said responsibilities of this Agreement

Section 9. Limitations of Liability.

(a) Except as otherwise provided herein, COUNTY provides no warranties or guarantees, either expressed or implied, as to the amount or chemical composition of the LFG to be extracted and made available to the DEVELOPER at the Delivery Point(s) hereunder, including, but without limitation, any warranty of merchantability or fitness of the LFG for a particular purpose; provided, however, if the Landfill does not produce Commercial Quantities of LFG, DEVELOPER may terminate this Agreement as provided in Section 14(d).

(b) Provided DEVELOPER is complying with applicable laws and regulations, DEVELOPER will be solely responsible for the determination of the suitability of the LFG to be used under this Agreement for any and all purposes contemplated by DEVELOPER.

(c) Nothing contained within this Agreement shall be construed to mean that DEVELOPER has assumed any of COUNTY's responsibilities to comply with any environmental laws and regulations, whether federal, state, or local.

(d) In no event shall Developer be liable to COUNTY with respect to any claims arising from the ownership of the Landfill.

(e) COUNTY shall not be liable for damages, including consequential damages, loss of revenues and/or lost profits, for COUNTY employees' entry on the LFG Utilization Facility Site at the Landfill pursuant to Section 4(j) herein. Further, COUNTY shall not be liable for consequential damages, loss of revenues and/or lost profits for any reason whatsoever.

(f) DEVELOPER is liable for any fines and/or repair for any environmental damage due to the DEVELOPER's facilities construction and operations.

(g) Nothing contained in this Agreement constitutes a waiver of the COUNTY's sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes.

Section 10. Indemnification. To the fullest extent permitted by Laws and Regulations, the selected DEVELOPER shall indemnify and hold harmless the COUNTY and the officers, directors, employees, agents and other consultants of the COUNTY from and against all claims, expenses, losses and damages (including but not limited to all fees and charges of the DEVELOPER, engineers, architects, attorneys and other professionals) caused by, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage including the loss of

use resulting there from, and (2) is cause in whole or in part by any act or omission of the DEVELOPER, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable. The DEVELOPER agrees that it will pay the reasonable costs of the COUNTY's legal defense, including fees of attorneys as may be selected by the COUNTY and shall defend, satisfy, and pay any judgments which may be rendered against the COUNTY in connection with the above hold harmless agreement. The DEVELOPER acknowledges that specific consideration has been received for this hold harmless/indemnification provision.

The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Insurance. Before starting and throughout the Term of this Agreement, the DEVELOPER shall procure and maintain insurance of the types and to the limits specified in Section A below.

The DEVELOPER shall require each of its Subcontractors, if any, to procure and maintain, until completion of that Subcontractor's work, insurance of types and to the limits specified in Section A (i) through (v) inclusive below. It shall be the responsibility of the DEVELOPER to ensure that all its Subcontractors meet these requirements.

(a) Coverage. Except as otherwise stated, the amount and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation: Coverage to apply for all employees at the STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act, and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of Five Hundred Thousand and No/100 Dollars (\$500,000.00)/each accident; One Million and No/100 Dollars (\$1,000,000.00)/disease – policy limit; Five Hundred Thousand and No/100 Dollars (\$500,000.00)/disease – each employee, and a waiver of subrogation in favor of COUNTY, its agents, employees and officials.

(2) Commercial General Liability: Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the COUNTY for limits not less than Four Million and No/100 Dollars (\$4,000,000.00)/general aggregate; Two Million and No/100 Dollars (\$2,000,000.00)/products-completed operations (aggregate); Two Million and No/100 Dollars (\$2,000,000.00)/personal injury and property damage liability; Two Million and No/100 Dollars (\$2,000,000.00)/each occurrence; Fifty Thousand and No/100 Dollars (\$50,000.00)/fire damage legal; Five Thousand and No/100 Dollars (\$5,000.00)/medical payments.

(3) Business Auto Policy: Coverage must be afforded including coverage for all owned vehicles, hired/non-owned vehicles, with an Additional Named Insured Endorsement in favor of the COUNTY, for a combined single limit (bodily injury and property damage) of not less than One Million and No/100 Dollars (\$1,000,000.00)/combined single limit (bodily limits; injury/property damage); personal injury protection/statutory One Million and No/100 Dollars (\$1,000,000.00) /uninsured/underinsured motorist; One Million and No/100 Dollars (\$1,000,000.00)/hired /non-owned auto liability.

(4) Builder's Risk /Installation Floater: When this agreement includes construction of or additions to above ground buildings or structures, or installation of machinery or equipment, Builder's Risk and/or Installation Floater coverage must be provided as follows:

(i) All Risk Coverage – All risk Coverage on a completed value form shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.

(ii) Amount of Insurance – one-hundred percent (100%) of the completed value of such addition(s), building(s), or structure(s), or machinery and equipment.

(iii) Waiver of Occupancy Clause or Warranty – Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) will not be occupied by the COUNTY.

(iv) Maximum Deductible – Five Thousand No/100 Dollars (\$5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.

(v) Additional Named Insured – The COUNTY must be included as an additional named insured.

(vi) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation and/or restriction.

(vii) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the DEVELOPER and the COUNTY must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of floor insurance coverage available under the National Flood Insurance Program.

OR

(5) Property Insurance Coverage: When construction of any above ground building or structure, or installation of machinery or equipment is complete, coverage must be provided as follows:

- (i) All Risk Coverage – All Risk Coverage on a completed value from shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.
- (ii) Amount of Insurance – one hundred (100%) of the "replacement cost value."
- (iii) Maximum Deductible – Five Thousand and No/100 Dollars (\$5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.
- (iv) Additional Named Insured – The COUNTY must be included as an additional named insured.
- (v) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation.
- (vi) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the Contractor must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

(6) Environmental Impairment Insurance: Coverage shall be provided and maintained as a separate policy for One Million Dollars and No/100 Dollars (\$1,000,000.00) per occurrence; Two Million Dollars and No/100 Dollars (\$2,000,000.00) aggregate.

(7) Business Interruption: Coverage shall be maintained in an amount sufficient to cover COUNTY's loss of revenues or consequential damages for the period of time it would take to repair or replace the damage or loss that caused said loss or damage.

(b) Waiver of Subrogation/Cause of Action. DEVELOPER agrees to waive any rights of recovery against the COUNTY for damage or loss to DEVELOPER's property or other asset, and any loss of revenue or consequential damages, howsoever caused, and agrees to require appropriate waivers of subrogation from its insurance companies.

(c) Certificates of Insurance. Certificates of all insurance required from the Developer shall be filed with the COUNTY as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability, and expiration dates. The COUNTY shall be identified as an Additional Named Insured for each type of coverage required by Section A (2) through A (6) above. The required certificates of insurance may refer specifically to this Agreement and the above sections in accordance with which such insurance is being furnished, and may state that such insurance is as required by such sections of this Agreement.

The DEVELOPER shall provide a Certificate of Insurance to the County with a thirty (30) days' notice of cancellation. In addition, the County will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the COUNTY, where applicable. The certificate should also indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form, the certificate will show a retroactive date, which should be the same date as the Agreement (original date if Agreement is renewed) or prior.

If the initial insurance expires prior to the completion of work, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

Section 12. Removal and Restoration.

(a) Ownership of Equipment. Except as otherwise provided in this Agreement, the LFG Utilization Facility and related equipment shall remain the personal property and/or responsibility of DEVELOPER (collectively "DEVELOPER's Equipment"), notwithstanding the above, however, no equipment shall be removed that will affect the operations of the COUNTY's Flare Stations needed to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors.

(b) Transfer of Ownership upon Expiration or Termination. Upon the expiration or termination of the Agreement, the below ground portions of the LFG Utilization Facility and the building shall become the personal property and responsibility of COUNTY. DEVELOPER shall have no further responsibility with respect to the below ground portions of the LFG Utilization Facility after DEVELOPER conveys title to such equipment, free and clear of any encumbrances, liens or security interest.

Notwithstanding the above, within thirty (30) or (90)? days after the expiration or termination of this Agreement, , the DEVELOPER shall, at its sole expense, remove all LFG Utilization Facility and any associated Transmission equipment except for the building from the Landfill and return the LFG Utilization Facility Site to its original condition.

Nothing in this Section 12 shall be construed to create an obligation on the COUNTY to buy any portions of the LFG Utilization Facility. Should DEVELOPER fail to remove DEVELOPER's Equipment as required under this Section 12, such property shall be deemed abandoned and shall become the property of COUNTY. Should the COUNTY incur cost associated with the removal of abandoned equipment and/or site restoration associated with such abandonment, the DEVELOPER shall be liable for such cost. This liability shall expire twelve (12) months after the abandonment if the COUNTY has not notified the DEVELOPER in writing that site clean-up has been completed or is underway including the actual or estimated cost of such clean-up.

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(c) Removal and Restoration Bond. Before starting and throughout the term of this Agreement, DEVELOPER shall procure and maintain a bond or financial security instrument under forms acceptable and approved by the COUNTY to ensure the removal of the DEVELOPER's facilities and the restoration of the land upon the expiration or termination of this Agreement. The amount of the bond or financial security instrument shall be Fifty Thousand and No/100 Dollars (\$50,000.00).

Section 13. Force Majeure. If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that:

(a) The non-performing party, as soon as possible but no later than two (2) weeks after the occurrence of the cause of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; and

(b) The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and

(c) No obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and

(d) That the non-performing party endeavors to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest. The fee required to be paid by DEVELOPER set forth in Section 6(b) shall not apply, and DEVELOPER shall be relieved of its obligation there from, so long as an event of Force Majeure has occurred and is continuing.

Section 14. Termination.

(a) DEVELOPER's Default. The failure of the DEVELOPER to comply with any provision of this Agreement shall place the DEVELOPER in default. Prior to terminating the Agreement, the COUNTY shall notify the DEVELOPER in writing.

Notification shall make specific reference to the provision which gave rise to the default. The COUNTY shall provide the DEVELOPER thirty (30) days to propose a written remedy and schedule, which shall not be unreasonably withheld, delayed, or conditioned. If the COUNTY disapproves of DEVELOPER's proposed remedy and schedule, the COUNTY may, at its sole option, direct an alternative remedy and schedule or provide DEVELOPER with ninety (90) days prior written notice of termination.

Deleted: direct an

Events of default by DEVELOPER warranting termination by COUNTY shall include, but not be limited to, one or more of the following:

- (1) the filing by or against DEVELOPER of a petition in bankruptcy or the complete cessation of the business operations of DEVELOPER;
- (2) failure by DEVELOPER to pay the fees due the COUNTY pursuant to Section 6, Payment;
- (4) failure by the DEVELOPER to maintain the LFG Utilization Facility, the COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement;
- (5) failure to operate the system or to maintain compliance with environmental regulations and noise limitation and odor control requirements;
- (6) failure to pay for any damages assessed to the DEVELOPER;
- (7) failure to commence Commercial Operations within eighteen (18) months from the effective date of this Agreement.

(b) Repeated Defaults by DEVELOPER. In the event that the DEVELOPER's record of performance shows that the DEVELOPER has frequently, regularly or repetitively defaulted in the performance of any of the material covenants and conditions required herein to be kept and performed by the DEVELOPER and regardless of whether the DEVELOPER has corrected each individual condition of default, the DEVELOPER may be deemed a "habitual violator" and all of said defaults may be considered collectively to constitute a condition of default. The COUNTY may thereupon issue the DEVELOPER a final warning citing the circumstances therefore, and any single material default by the DEVELOPER within one (1) year after said warning shall be grounds for termination of this Agreement. In the event of any such single subsequent default within one (1) year, the COUNTY may terminate this Agreement upon the giving of written final notice to the DEVELOPER. The COUNTY's Environmental Services Director shall be the sole authority to determine and deem the DEVELOPER as a "habitual violator".

(c) COUNTY's Default. The failure of the COUNTY to comply with any provision of this Agreement shall place the COUNTY in default. Prior to terminating the

Agreement, the DEVELOPER shall notify the COUNTY in writing. Notification shall make specific reference to the provision which gave rise to the default. The DEVELOPER shall provide the COUNTY thirty (30) days to propose a written remedy and schedule which shall set forth the specific timeframe for curing default. In the event of a default by the COUNTY, the COUNTY shall pay DEVELOPER an amount for capital expenditures for the LFG Utilization Facility consistent with Section 12(b) of the Agreement, or the DEVELOPER may remove the above ground portion of the LFG Utilization Facility at the DEVELOPER's option.

(d) Termination for Insufficient Quantities of LFG. Should the DEVELOPER determine, following LFG Utilization Facility start-up, that LFG can no longer be reasonably recovered from the Landfill in Commercial Quantities, DEVELOPER shall have the right to surrender and terminate this Agreement including its rights to the LFG upon ninety (90) days prior written notice to COUNTY. In the event of such termination by the DEVELOPER:

(1) the DEVELOPER shall continue to make payments to the COUNTY for the right to and use of the LFG in accordance with Section 6(b), whichever is in effect at the time, for a three (3) month period following notification of termination;

(2) the DEVELOPER shall continue to make payments for any monies due to the COUNTY for the sale of the Beneficial End Use Product and any other monies required by the provisions of this Agreement;

Section 15. Damages and Administrative Charges. Except where otherwise specifically provided, the measure of damages to be paid by the DEVELOPER to the COUNTY due to any failure by the DEVELOPER to meet any of its obligations under this Agreement shall be the actual damages incurred by the COUNTY. Said damages shall include, but shall not be limited to, the following damages:

(a) The COUNTY's Damages in the Event of Termination of DEVELOPER. If the COUNTY terminates this Agreement because of a default by the DEVELOPER, the DEVELOPER shall be liable to the COUNTY for all actual damages incurred by the COUNTY as a result of DEVELOPER's default.

(b)

(c) The COUNTY's Damages Due to DEVELOPER's Failure to Comply with Environmental Regulations. If the DEVELOPER fails to comply with any applicable environmental regulations, the DEVELOPER shall pay to the COUNTY the following:

(1) All lawful fines, penalties, and forfeitures charged to the COUNTY by any governmental agency charged with enforcement of environmental laws and regulations or judicial orders.

(2) The actual costs, including, but not limited to, legal, administrative and any associated fees, incurred by the COUNTY as a result of the failure to comply with the environmental regulations including any costs incurred in investigating and remedying the conditions which led to the failure to comply with the environmental regulations.

(d) Administrative Charges. The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the COUNTY due to those failures or circumstances described in this section of the Agreement and for which the DEVELOPER would otherwise be liable. Accordingly, administrative charges may be assessed against the DEVELOPER for the following failures to comply with the Agreement:

(1) If DEVELOPER fails to operate and perform the system within permit and/or regulatory requirements or standards, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within two (2) days of the receipt of the Notice from the COUNTY, administrative charges in an amount equal to fifty (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within two (2) days of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(2) If DEVELOPER fails to keep and utilize the LFG Utilization Facility at the levels of manpower and equipment necessary to adequately operate the system, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within one (1) week of the receipt of the Notice from the COUNTY, administrative charges in the amount equal to fifty percent (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within one (1) week of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(3) If DEVELOPER fails to supply information or reports required by the COUNTY and/or any regulatory agency within the timeframe agreed to by the COUNTY and/or regulatory agency, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing

failure within ten (10) day of receipt of the Notice from the COUNTY, administrative charges in the amount of One Hundred and No/100 Dollars (\$100.00) per day shall be assessed against the DEVELOPER until such time as the COUNTY determines that the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within ten (10) day's receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period.

Section 16. Representations and Warranties.

(a) Warranties of COUNTY. COUNTY hereby agrees, warrants, and represents to DEVELOPER, as of the date of execution of this Agreement, that:

(1) The COUNTY has not entered into any other agreements with respect to the LFG conveyed to DEVELOPER under this Agreement or with respect to any of the other rights conveyed to DEVELOPER pursuant to Section 2 of this Agreement. COUNTY warrants that DEVELOPER shall take the LFG free and clear of any liens or encumbrances. COUNTY hereby warrants to DEVELOPER that COUNTY has the title to the LFG Utilization Facility Site, access to the site, the Landfill, and the LFG.

(2) No part of the LFG project was financed by grants or subsidized energy financing and the energy credit was not claimed with respect to property used in such recovery Project.

(3) The execution and delivery of this Agreement and related documents have been duly authorized, and constitute legal, valid, and binding obligations of the COUNTY which are enforceable in accordance with their terms and do not violate any law, rule or regulation.

(4) As of the effective date of this Agreement, the solid waste that the COUNTY accepts for disposal within the solid waste disposal units is nonhazardous solid waste as defined by Chapter 62-701, F.A.C. COUNTY also covenants that during the term of the Agreement, COUNTY will continue to accept only nonhazardous solid waste or material deemed nonhazardous in nature as defined by Chapter 62-701, F.A.C.

(b) Warranties of DEVELOPER. DEVELOPER hereby agrees, warrants and represents to COUNTY, as of the date of execution of this Agreement, that

(1) DEVELOPER is a duly organized, validly existing entity in good standing under the laws of the State of Florida. DEVELOPER has all requisite corporate power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

(2) The execution, delivery and performance by DEVELOPER of this Agreement is within the corporate powers of DEVELOPER, have been duly authorized by all necessary corporate action, and do not violate any law, rule or regulation, or the terms of the articles of incorporation or bylaws of DEVELOPER.

Section 17. Assignment. The COUNTY and DEVELOPER shall bind themselves and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Neither party hereto may sell, assign or transfer this Agreement or any interest it may have hereunder, without prior written approval of the other party, such approval to be not unreasonably withheld, and provided that any such assignment shall not unduly interfere with the rights of the non-assigning party hereunder, and further provided that such assignee agrees to be bound by the terms of this Agreement to the same extent as assignor. In no event will assignment relieve the assignor of its obligations hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of COUNTY or DEVELOPER, nor shall it be construed as giving any right or benefit hereunder to anyone other than the COUNTY or the DEVELOPER.

Section 18. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received (i) when delivered in person to the authorized representative of the party to whom the notice is addressed, or (ii) on the date received as indicated on the prepaid certified or registered receipt when sent by prepaid mail, return receipt requested, to the party to be notified at the address indicated as follows:

To DEVELOPER:

Timberline Energy, LLC
15420 West Archer Drive
Golden, CO 80401

To COUNTY:

Hernando County

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Either party may change such representative or address under this Agreement by providing written notice to the other party.

Section 19. Taxes. DEVELOPER shall, during the term of this Agreement, pay or arrange for the payment of all general taxes that may be levied upon or assessed against the system, facilities, equipment, machinery and improvements constructed or installed by it in, on, or adjacent to the Landfill. To the extent permissible by law, COUNTY shall recognize DEVELOPER's Equipment as an environmental pollution control system as defined under applicable tax laws and, therefore, shall be free from state sales taxes as provided by state statutes.

Section 20. Interest of Members of COUNTY and Others. No officers, members, or employees of the COUNTY, no member of its governing body, no other public official of the governing body of the locality or localities in which services for facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 21. Interest of DEVELOPER. DEVELOPER covenants that it presently has no interest and shall not acquire an interest, direct, or indirect, which shall conflict with the performances or services required to be performed under this Agreement. Developer further covenants that in the performance of this Agreement, the DEVELOPER shall employ no person having any such interest.

Section 22. Covenant against Contingent Fees DEVELOPER warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for DEVELOPER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DEVELOPER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the COUNTY shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

Section 23. Potential Conflicts of Interest. DEVELOPER is specifically aware of, and concurs with, the public need for the COUNTY to prohibit any potential conflicts of interest that may arise as a result of the execution of this Agreement. As a result, DEVELOPER has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform services for any client other than Hernando COUNTY, which could in any way present the reasonable possibility of an actual conflict of interest with Hernando COUNTY. DEVELOPER has not identified any such contracts., y.

In view of the potential of this Agreement being a long-term contractual relationship between the parties, DEVELOPER specifically agrees to comply with the following organizational requirements in performing its services under this Agreement:

(a) Direct supervision of DEVELOPER employees and agents under this Project shall be given by BILL OWEN, and the designated Project Managers assigned to each specific Project.

(b) DEVELOPER specifically warrants and agrees that any and all information, concepts, policies and regulations relating to the Project under this

Agreement shall be held by DEVELOPER in strict confidentiality within DEVELOPER's Project Team, except as may be affected by Chapter 119, Florida Statutes. No dissemination of any such information by DEVELOPER shall be made until after clear written authorization to do so has been granted by the COUNTY, except as may be otherwise required by law or directed by COURT Orders and except for disclosures to DEVELOPER's legal counsel or accountants. Notice of such disclosures permitted hereunder shall be immediately given to the COUNTY.

Section 24. Records and Audits. If federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of DEVELOPER which are directly pertinent to work performed under this Agreement, for purposes of making audit, examination, excerpts, and transcriptions.

The COUNTY and its auditors shall be entitled to audit the books and records of the DEVELOPER to the extent that such books and records relate to the performance of this Agreement. DEVELOPER agrees to maintain such records and accounts including all books, documents, papers, financial records and other evidences pertaining to work performed under this Agreement. Said records shall be made available at its office at all reasonable time during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for audit or inspection by the COUNTY, or any of its duly authorized representatives, unless a shorter period is authorized by the COUNTY in writing.

Section 25. Equal Opportunity Employment. DEVELOPER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Claims for Services. No claim for services rendered by DEVELOPER not specifically provided for in this Agreement will be honored by the COUNTY.

Section 27. Severability. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegally, or unenforceable, such a holding shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Deleted: illegally

Deleted: holdingshall

Section 28. Modifications or Amendments in Writing. No modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herein.

(a) Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

(b) Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed as creating an association, joint venture or partnership between COUNTY and DEVELOPER or Buyer or to impose any partnership obligation or liability upon such parties. Neither COUNTY nor DEVELOPER or Buyer shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another party.

(c) Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. Venue shall be in Hernando COUNTY, Florida.

(d) Amendment to Agreement. The COUNTY and DEVELOPER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) are not valid, binding and enforceable unless signed by the Board of County Commissioners or by a COUNTY representative duly authorized by the Board of County Commissioners.

(e) Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

(f) DEVELOPER Right to Utilization Facility Design. It is acknowledged that the DEVELOPER and Buyer have or will have expended considerable time and expense in developing the design for the LFG Utilization Facility and associated electrical transmission, steam or LFG transmission lines, and, therefore, could consider such design to be proprietary. The COUNTY agrees on behalf of itself and its agents and representatives to maintain the proprietary nature of the design by not constructing like facilities without the written approval of the DEVELOPER and Buyer.

(g) Remedies Not Exclusive. The remedies in this Agreement are not exclusive and supplement any other remedies provided at law or in equity.

(h) Order of Precedence. In resolving inconsistencies among (2) or more components of this Agreement, precedence shall be given in the following order:

(1) Agreement

- (2) COUNTY's RFP Document
- (3) DEVELOPER's Proposal

SIGNATURE BLOCK BEGINS ON PAGE 33

In Witness whereof, the parties hereto have made and executed this agreement on the day and year first written above.

ATTEST:

Board of County Commissioners
Hernando County, Florida



L. Cuenca, Deputy By: *J. M. E.*

Date:

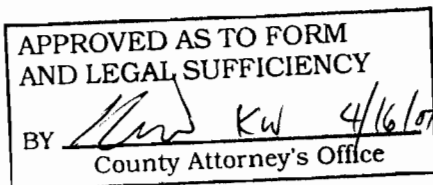
As authorized for execution by the
Board of County Commissioners
at its April 24, 2007 meeting

Attest:

Timberline Energy, LLC, a
Delaware Limited Liability
Company

By: *Gregory H. Tilden*
Gregory H. Tilden, President

Date: April 25 - 2007



April 12, 2007

MEMORANDUM

PD-40

TO: The Honorable Chairman and Members of the Board of County Commissioners

VIA: Gary Kuhl, County Administrator

FROM: Ronald F. Pianta, AICP, Planning Director
Planning Department

SUBJECT: Public Hearing Date for the Sunrise DRI

Brief Overview: Sunrise Lands Partnership submitted an application for a Development of Regional Impact under Section 380.06, F.S. in May of 2005. The application consists of 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office, a golf course and clubhouse. On November 29, 2006 the WRPC issued a notice that the applicant declared sufficiency. Under the Statute, upon notification from the RPC that the application has been deemed, or declared, sufficient the local government must set a public hearing date at its next regular meeting. A public hearing was scheduled by the Board for May 7, 2007; however, this hearing date was canceled at the request of the applicant to allow time for the preparation of an associated Development Order and the scheduling of an interim workshop on the SR 50/I-75 PDD. Therefore, a new public hearing date must be set by the Board.

Budget Impact: There is no budgetary impact identified.

Legal Impact: Section 380.06(11)(d), F.S. requires the local government to set a hearing date at the next scheduled meeting once a sufficiency notice has been received from the RPC, and the public hearing shall be held no later than 90 days after issuance of the sufficiency notice, unless an extension is requested by the applicant.

Recommended

Action: The Board establish July 19, 2007, at 9:00 am as the public hearing date and time for the Sunrise DRI.

Administrative Note: _____ Reviewed _____ See attached memo

Issue is not a quasi-judicial function of the Board and Exparte procedures do not apply.

Sunrise is proposed as a new Planned Development with 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office, a golf course and clubhouse on 1385 acres in the SR 50/I-75 PDD area of eastern Hernando County. Due to the intensity of the development proposed, it is considered a Development of Regional Impact (DRI) pursuant to Florida Statutes. The petitioner submitted an Application for Development Approval (ADA) for the DRI in May, 2005. Since that time the application has been undergoing sufficiency review with the Withlacoochee Regional Planning Council (WRPC). On November 30, 2006 the WRPC notified the County that the developer provided notification that additional information will not be provided, and therefore declared the application sufficient. Section 380.06(11)(d), F.S. requires that the County must set a public hearing date on the DRI application at the next scheduled meeting. In addition, the public hearing on the DRI application must be held no later than 90 days after issuance of the notice by the regional planning council, unless an extension is requested by the applicant. Per 380.06(12)(a), F.S., within 50 days after the receipt of the notice that a public hearing has been set by the

In accordance with the Statutes, the Board previously established a public hearing dates for February 22, 2007 and May 7, 2007. However, at the request of the applicant, on April 3, 2007 the Board rescheduled an proposed workshop on the SR 50/I-75 PDD from April 9, 2007 to May 7, 2007 at 5:30 PM, and canceled the public hearing advertised for consideration of the DRI on May 7, 2007. In consideration of the statutory advertising requirements, the next available date on the calendars of the Commissioners is July 19, 2007, at 9:00 am for a public hearing on the proposed DRI. The workshop for the SR 50/I-75 PDD is still tentatively set for May 7, 2007.

April 12, 2007

MEMORANDUM

PD-40

TO: The Honorable Chairman and Members of the Board of County Commissioners

VIA: Gary Kuhl, County Administrator



FROM: Ronald F. Pianta, AICP, Planning Director
Planning Department

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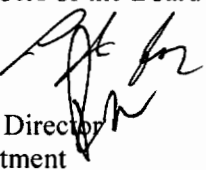
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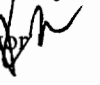
April 16, 2007

MEMORANDUM

PD-142

TO: The Honorable Chairman & Members of the Board of County Commissioners

VIA: Gary Kuhl, County Administrator 

VIA: Ronald F. Pianta, AICP, Planning Director
Hernando County Planning Department 

FROM:  Jerry Greif, Chief Planner
Hernando County Planning Department

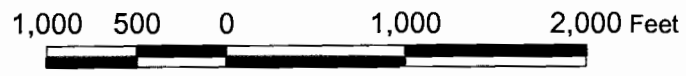
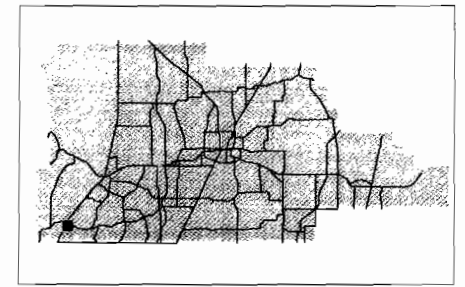
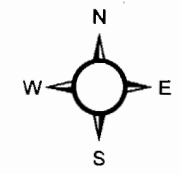
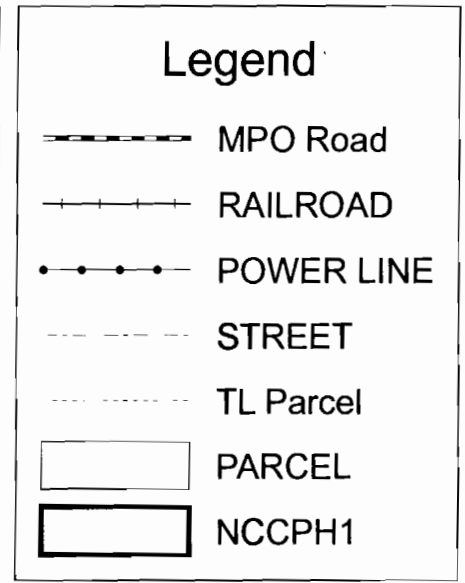
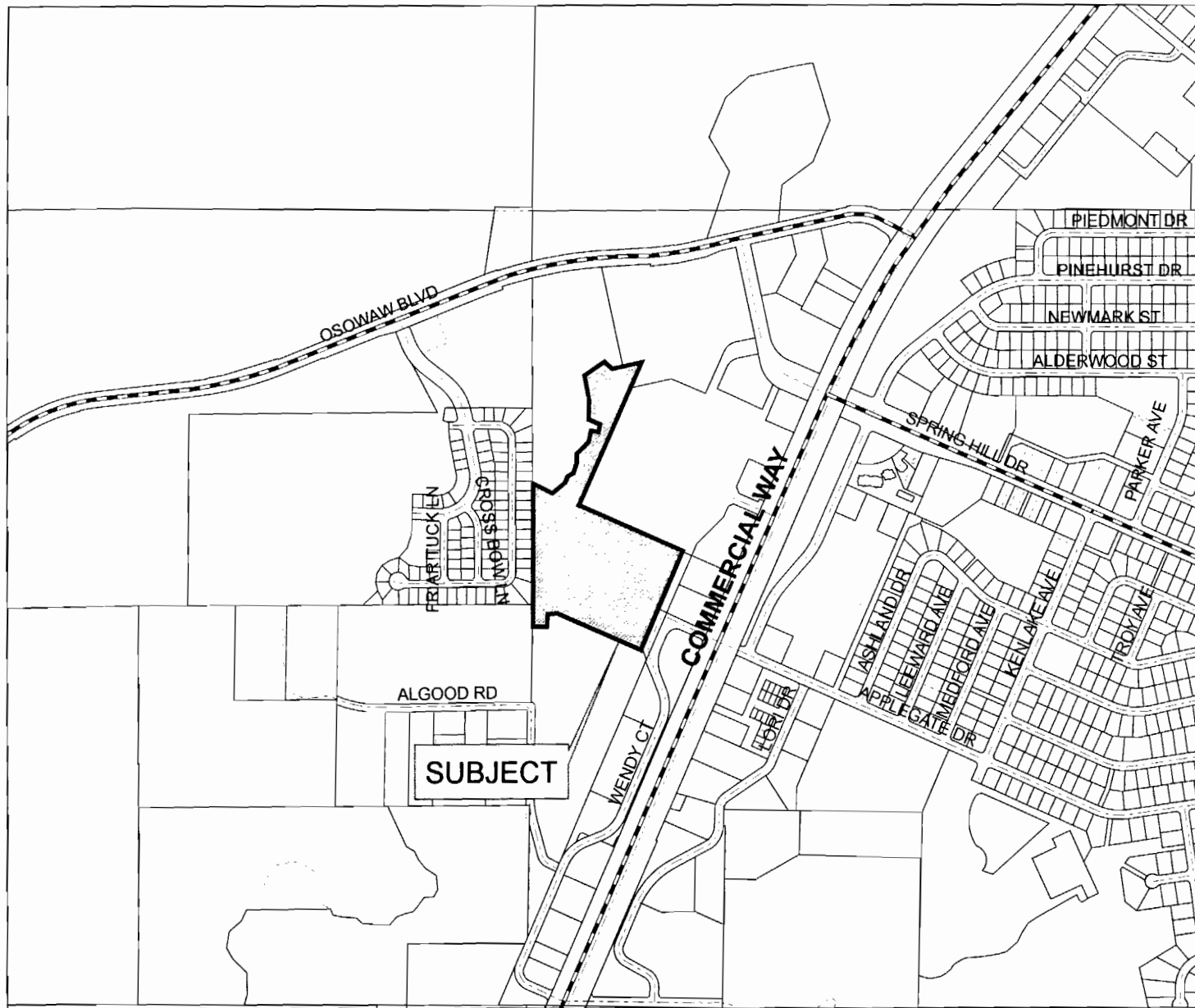
SUBJECT: Clearing and site grading approval for a portion of Nature Coast Commons

Brief Overview:	The applicant is requesting Board approval to allow clearing and grading for the J.C. Penneys's site which will be Phase I of Nature Coast Commons. The applicant has provided plans for that portion of the project which are ready for Board approval.
Budget Impact:	There are no budgetary impacts associated with the recommended action.
Legal Impact:	The Board has the authority to take the recommended action.
Recommended Action:	It is recommended that the Board approve the clearing, grading and utility work to commence in the first phase of Nature Coast Commons.
Administrative Note:	____ <i>Reviewed</i> ____ <i>See attached memo</i>
☐ <i>Issue is a quasi-judicial function of the Board and Ex parte procedures apply.</i>	

The applicant is requesting to be allowed to clear, perform site grading and utility work for J.C. Penneys on a portion of the proposed Nature Coast Commons subdivision. The Nature Coast Commons development is located south of the Walmart store on US 19.

The plans have been reviewed by the affected County agencies and are in compliance with the County's current development standards. The Southwest Florida Water Management District (SWFWMD) has issued a completeness letter for the construction of this project. No site work shall commence until all required permits have been issued by the affected agencies.

Nature Coast Commons Subdivision Phase 1



MEMORANDUM

TO: The Honorable Chairperson and Members of the
Hernando County Water and Sewer District Governing Board

VIA: Gary Kuhl, County Administrator *[Signature]*

VIA: George Zoettlein, Director *[Signature]*

FROM: Jesse Goodwin, Interim Utilities Director *JAG*
Utilities Department

Date: April 13, 2007

Subject: Western Seville Supplemental Water Agreement

RECEIVED
GENERAL PURPOSE
07 APR 13 PM 3:23

BRIEF OVERVIEW:

Utilities Department Staff with legal assistance has spent several months negotiating a Supplemental Water Agreement with the Developer of the Seville Subdivision to replace the existing Seville Water Treatment Plant. The new water plant is necessary to serve the proposed 2,780 residential units along with adjacent 54,000 square feet of non-residential development. A new water treatment plant will be designed and constructed and will include a 2 million gallon ground storage tank, a new high service pump station, electrical upgrades and emergency generator.

The Agreement provides that the Developer agrees to the prepayment of 25% of the water connection fees equal to 695 ERUs at a cost of \$1,147 per ERU for the proposed 2,780 unit Seville Subdivision in the total amount of \$797,165. Payment of the initial installment of \$271,885 will be immediate and fund the cost of the engineering contract for design of the new water plant. Payment of the second installment in the amount of \$525,280, the remaining balance, shall be within 30 days of the issuance of advertisement of bids for construction of the project. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the current water connection fee rate in effect at the time payment is made.

BUDGET IMPACT:

[Signature] The water connection fees from the 2,780 single-family residential unit development in the total amount of \$3,188,660 at current connection fee rates will more than offset the estimated \$2.1 million engineering and construction costs for the new water plant. In addition, the water user fees generated from the Seville Subdivision will have a positive impact on the District's annual operating budget.

LEGAL IMPACT:

[Signature] The Board is granted the authority under the provisions of Subsection 125.012, Florida Statutes, to enter into water agreements in order to provide service to residential subdivisions within the County.

CONSENT
AGENDA ITEM

12.

RECOMMENDED ACTION:

Since the new Seville Water Plant will help to supply the future water demand of the proposed Seville Subdivision and surrounding area and the Developer will provide upfront funding for the project Staff recommends the Board approve the attached Supplemental Water Agreement.

ADMINISTRATIVE NOTE:

_____ Reviewed

_____ See attached memorandum

WESTERN SEVILLE
SUPPLEMENTAL WATER AGREEMENT

This AGREEMENT is made and entered into this 4th day of April 2007, by and between the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the "**DISTRICT**" and Seville, LLC, a Florida Corporation, hereinafter referred to as the "**DEVELOPER**."

RECITALS

WHEREAS, the **DEVELOPER** is presently proceeding with the planning and construction of a residential subdivision within Hernando County to be known as Seville at the Dunes, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, the legal description of the **PROJECT** is attached hereto as Exhibit A; and

WHEREAS, the **PROJECT** is planned for approximately 2,780 single-family residential units and 54,000 square feet of non-residential; and

WHEREAS, the parties hereto, together with another entity, are also parties to that certain First Amended and Restated Seville Water and Sewer Agreement, dated February 15, 2005 (Seville Agreement); and

WHEREAS, the parties hereto have entered into this **WESTERN SEVILLE SUPPLEMENTAL WATER AGREEMENT** to delineate, make certain and define each of their obligations with respect to a water supply and distribution system for the **PROJECT**, in light of certain matters affecting only their interests which have arisen recently; and

WHEREAS, it is the intent of the parties hereto that this Agreement is intended to supplement the Seville Agreement and is not intended to modify any provisions thereof, except to the extent of express conflict therewith and only with respect to enhancing water supply to that portion of the **PROJECT** which is the sole responsibility of the **DEVELOPER**; and

WHEREAS, the **DISTRICT** operates a water system capable of providing potable water service to the **PROJECT**; and

WHEREAS, the parties are desirous of entering into a supplemental agreement to enhance the provision of potable water service to the **PROJECT**.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual undertakings and agreements hereinafter set forth and contained, the parties hereto covenant and agree each with the other as follows:

I. AGREEMENTI. AGREEMENT

I. WATER SUPPLY AND DISTRIBUTION SYSTEM.

1. Water Supply. The **DEVELOPER** is responsible for expanding the West Seville interim water supply system, at its own expense, as needed to serve the **PROJECT**, pursuant to the Seville Agreement. Supply needs shall include both potable water and fire flow requirements internal to the development, as affected by the provisions herein relating to storage.

2. Onsite Water Distribution System. The **DEVELOPER** agrees to construct the onsite water distribution system for the **PROJECT**, pursuant to the requirements of the Seville Agreement.

3. Payment of Water Connection Fees. Notwithstanding anything in the Seville Agreement to the contrary, pursuant to this **WESTERN SEVILLE SUPPLEMENTAL WATER AGREEMENT**, the **DEVELOPER** agrees to prepay 25% of the water connection fees for the development equal to 695 ERUs at a cost of \$1,147 per ERU for a Total Amount of \$797,165, to be paid in two installments. Payment of the initial installment shall be in the amount of \$271,885, the engineering contract entered into by the **DISTRICT** for the project work required in this Agreement, and shall be payable within thirty days of the date of this Agreement, which shall be the date the last of the parties hereto execute it. The second installment will be in the amount of \$525,280, the remaining balance of the Total Amount, and shall be paid within 30 days of the issuance of an advertisement for bids to let a contract for construction of the project. In return the **DISTRICT** will immediately begin the process of designing of an above ground storage tank of adequate size and the necessary high service and well pumps necessary to service the project. The **DISTRICT** shall act

expeditiously within the requirements of Florida Statutes and applicable County purchasing ordinances and policies to award to contract for design, with a subsequent contract award for construction of the tank and pumps as soon as legally and reasonably appropriate after design is finished. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the **DISTRICT's** water connection fee rate in effect at the time payment is made. Connection fees for any non-residential buildings within the **PROJECT** shall be paid at the **DISTRICT's** commercial connection fee rate schedule prior to the issuance of a building permit. In all cases, the **DEVELOPER** agrees to pay the then current connection fee rates in effect at the time of each payment.

4. Plans and Specifications. The **DISTRICT** agrees to prepare or have prepared plans and specifications necessary for the construction of the above ground tank, necessary yard piping, and necessary pump upgrades described in this Agreement. The **DISTRICT** will be responsible for all engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings. The **DISTRICT** in good faith will make every attempt to complete said above improvements by no later than April 21st, 2008 unless a revised date is agreed to by both parties.

5. Ratification of First Amended and Restated Seville Water and Sewer Agreement. Except as expressly modified herein or by the actions of the parties thereto and third parties, **DEVELOPER** and **DISTRICT** hereby ratify and confirm the obligations of the parties as contained in the Seville Agreement.

II. GENERAL PROVISIONS

1. Compliance with Ordinance. The **DISTRICT** and the **DEVELOPER** agree that this **AGREEMENT** acknowledges a request for water service from the **DISTRICT**. This **AGREEMENT** further provides terms hereof which constitute the response to the **DEVELOPER's** request for potable water service and the availability of such service is

based upon the terms of this **AGREEMENT**. This **AGREEMENT** constitutes a formal commitment from the **DISTRICT** to the **DEVELOPER** to provide potable water to the **DEVELOPER**. Potable water service as outlined in this **AGREEMENT** is contingent upon the **DISTRICT's** final acceptance of the water transmission lines and facilities as well as the receipt of connection fees as specified in this **AGREEMENT**. The **DISTRICT** shall accept said facilities so long as they are built in accordance with the provisions of this **AGREEMENT** and certified by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

2. Service Rates. The rates for both potable water and wastewater treatment service to be charged to the **PROJECT** shall be those rates as set forth by the **DISTRICT**, in its ordinance entitled "An Ordinance Promulgating the Rates to be Charged for use of the District Water and Sewer Services", as amended.

3. Failure to Perform. The parties agree that failure or delay of the **DISTRICT** or the **DEVELOPER** in performing any of the terms of this **AGREEMENT** shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulations, or the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of the **DEVELOPER** or the **DISTRICT**.

4. Agency Approvals. Water service by the **DISTRICT** is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state or local permits and/or approvals for service to the **PROJECT** be denied or withheld, this **AGREEMENT** shall be null and void.

5. Indemnification. The **DEVELOPER** agrees to protect, indemnify and hold the **DISTRICT** harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of the **DEVELOPER's** servants, agents, or employees arising out of the installation of water or wastewater facilities by the **DEVELOPER**.

6. **Miscellaneous.** This **AGREEMENT** may not be changed, orally, but only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this **AGREEMENT** or the paragraphs or provisions herein. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either parties right to demand strict compliance with the terms and provisions of this **AGREEMENT**. Neither party shall declare the other in default of the provision of this **AGREEMENT** without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

7. **Pre-Construction Conference.** A pre-construction conference for both onsite water construction shall be held by the **DISTRICT** and **DEVELOPER** shall be notified of said conferences and be allowed to attend and make comments.

8. **Notification of Inspector.** The **DISTRICT's** engineer shall notify the **DISTRICT** to arrange for the **DISTRICT's** inspector to be present when actual connection is made to both the **DISTRICT's** water lines.

9. **Severability.** In the event any one or more provisions contained in this **AGREEMENT** shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this **AGREEMENT** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

10. **Assignment.** This **AGREEMENT** may be assigned by **DEVELOPER** only with the prior consent of the **DISTRICT**.

11. **Binding Effect.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

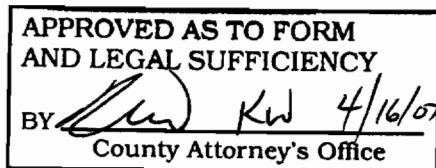
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2007. **SIGNED, SEALED and DELIVERED** in the presence of:

**HERNANDO COUNTY WATER
AND SEWER DISTRICT**

Attest: _____
Karen Nicolai
Clerk of the Circuit Court

By: _____
Jeff Stabins
Chairman

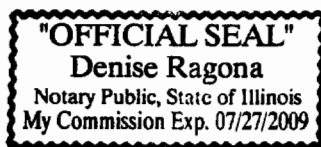
SEVILLE, LLC



By: Robert W. Schulz
Robert Schulz, Controller of
Managing Member
of Seville LLC

STATE OF Illinois
COUNTY OF DeWitt

This foregoing instrument was acknowledged before me this 4 day of April, 2007, by Robert W. Schulz on behalf of the Seville, LLC. He is personally known to me ~~or has produced~~ _____ (type of ID) as identification and did (did not) take an oath.



(SEAL)

Denise Ragona
Notary Public, State of
Illinois

My Commission expires 7/27/09

**FOR THE USE AND RELIANCE OF HERNANDO COUNTY ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY ONLY.**

MEMORANDUM

TO: The Honorable Chairperson and Members of the
Hernando County Water and Sewer District Governing Board

VIA: Gary Kuhl, County Administrator *GK*

VIA: George Zoettlein, Director *GZ*

FROM: Jesse Goodwin, Interim Utilities Director *JAG*
Utilities Department

Date: April 13, 2007

Subject: Western Seville Supplemental Water Agreement

RECEIVED
CENTRAL FINANCIAL
07 APR 13 PM 3:23

BRIEF OVERVIEW:

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The Agreement provides that the Developer agrees to the prepayment of 25% of the water connection fees equal to 695 ERUs at a cost of \$1,147 per ERU for the proposed 2,780 unit Seville Subdivision in the total amount of \$797,165. Payment of the initial installment of \$271,885 will be immediate and fund the cost of the engineering contract for design of the new water plant. Payment of the second installment in the amount of \$525,280, the remaining balance, shall be within 30 days of the issuance of advertisement of bids for construction of the project. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the current water connection fee rate in effect at the time payment is made.

BUDGET IMPACT:

W The water connection fees from the 2,780 single-family residential unit development in the total amount of \$3,188,660 at current connection fee rates will more than offset the estimated \$2.1 million engineering and construction costs for the new water plant. In addition, the water user fees generated from the Seville Subdivision will have a positive impact on the District's annual operating budget.

LEGAL IMPACT:

W The Board is granted the authority under the provisions of Subsection 125.012, Florida Statutes, to enter into water agreements in order to provide service to residential subdivisions within the County.

"MINUTES OF"

CONSENT
AGENDA ITEM

12.

APR 24 2007

RECOMMENDED ACTION:

Since the new Seville Water Plant will help to supply the future water demand of the proposed Seville Subdivision and surrounding area and the Developer will provide upfront funding for the project Staff recommends the Board approve the attached Supplemental Water Agreement.

ADMINISTRATIVE NOTE:

_____ Reviewed

_____ See attached memorandum

WESTERN SEVILLE
SUPPLEMENTAL WATER AGREEMENT

This AGREEMENT is made and entered into this 4th day of April 2007, by and between the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the "**DISTRICT**" and Seville, LLC, a Florida Corporation, hereinafter referred to as the "**DEVELOPER**."

RECITALS

WHEREAS, the **DEVELOPER** is presently proceeding with the planning and construction of a residential subdivision within Hernando County to be known as Seville at the Dunes, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, the legal description of the **PROJECT** is attached hereto as Exhibit A; and

WHEREAS, the **PROJECT** is planned for approximately 2,780 single-family residential units and 54,000 square feet of non-residential; and

WHEREAS, the parties hereto, together with another entity, are also parties to that certain First Amended and Restated Seville Water and Sewer Agreement, dated February 15, 2005 (Seville Agreement); and

WHEREAS, the parties hereto have entered into this **WESTERN SEVILLE SUPPLEMENTAL WATER AGREEMENT** to delineate, make certain and define each of their obligations with respect to a water supply and distribution system for the **PROJECT**, in light of certain matters affecting only their interests which have arisen recently; and

WHEREAS, it is the intent of the parties hereto that this Agreement is intended to supplement the Seville Agreement and is not intended to modify any provisions thereof, except to the extent of express conflict therewith and only with respect to enhancing water supply to that portion of the **PROJECT** which is the sole responsibility of the **DEVELOPER**; and

WHEREAS, the **DISTRICT** operates a water system capable of providing potable water service to the **PROJECT**; and

WHEREAS, the parties are desirous of entering into a supplemental agreement to enhance the provision of potable water service to the **PROJECT**.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual undertakings and agreements hereinafter set forth and contained, the parties hereto covenant and agree each with the other as follows:

I. AGREEMENTI. AGREEMENT

I. WATER SUPPLY AND DISTRIBUTION SYSTEM.

1. Water Supply. The **DEVELOPER** is responsible for expanding the West Seville interim water supply system, at its own expense, as needed to serve the **PROJECT**, pursuant to the Seville Agreement. Supply needs shall include both potable water and fire flow requirements internal to the development, as affected by the provisions herein relating to storage.

2. Onsite Water Distribution System. The **DEVELOPER** agrees to construct the onsite water distribution system for the **PROJECT**, pursuant to the requirements of the Seville Agreement.

3. Payment of Water Connection Fees. Notwithstanding anything in the Seville Agreement to the contrary, pursuant to this **WESTERN SEVILLE SUPPLEMENTAL WATER AGREEMENT**, the **DEVELOPER** agrees to prepay 25% of the water connection fees for the development equal to 695 ERUs at a cost of \$1,147 per ERU for a Total Amount of \$797,165, to be paid in two installments. Payment of the initial installment shall be in the amount of \$271,885, the engineering contract entered into by the **DISTRICT** for the project work required in this Agreement, and shall be payable within thirty days of the date of this Agreement, which shall be the date the last of the parties hereto execute it. The second installment will be in the amount of \$525,280, the remaining balance of the Total Amount, and shall be paid within 30 days of the issuance of an advertisement for bids to let a contract for construction of the project. In return the **DISTRICT** will immediately begin the process of designing of an above ground storage tank of adequate size and the necessary high service and well pumps necessary to service the project. The **DISTRICT** shall act

expeditiously within the requirements of Florida Statutes and applicable County purchasing ordinances and policies to award to contract for design, with a subsequent contract award for construction of the tank and pumps as soon as legally and reasonably appropriate after design is finished. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the **DISTRICT's** water connection fee rate in effect at the time payment is made. Connection fees for any non-residential buildings within the **PROJECT** shall be paid at the **DISTRICT's** commercial connection fee rate schedule prior to the issuance of a building permit. In all cases, the **DEVELOPER** agrees to pay the then current connection fee rates in effect at the time of each payment.

4. Plans and Specifications. The **DISTRICT** agrees to prepare or have prepared plans and specifications necessary for the construction of the above ground tank, necessary yard piping, and necessary pump upgrades described in this Agreement. The **DISTRICT** will be responsible for all engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings. The **DISTRICT** in good faith will make every attempt to complete said above improvements by no later than April 21st, 2008 unless a revised date is agreed to by both parties.

5. Ratification of First Amended and Restated Seville Water and Sewer Agreement. Except as expressly modified herein or by the actions of the parties thereto and third parties, **DEVELOPER** and **DISTRICT** hereby ratify and confirm the obligations of the parties as contained in the Seville Agreement.

II. GENERAL PROVISIONS

1. Compliance with Ordinance. The **DISTRICT** and the **DEVELOPER** agree that this **AGREEMENT** acknowledges a request for water service from the **DISTRICT**. This **AGREEMENT** further provides terms hereof which constitute the response to the **DEVELOPER's** request for potable water service and the availability of such service is

based upon the terms of this **AGREEMENT**. This **AGREEMENT** constitutes a formal commitment from the **DISTRICT** to the **DEVELOPER** to provide potable water to the **DEVELOPER**. Potable water service as outlined in this **AGREEMENT** is contingent upon the **DISTRICT's** final acceptance of the water transmission lines and facilities as well as the receipt of connection fees as specified in this **AGREEMENT**. The **DISTRICT** shall accept said facilities so long as they are built in accordance with the provisions of this **AGREEMENT** and certified by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

2. Service Rates. The rates for both potable water and wastewater treatment service to be charged to the **PROJECT** shall be those rates as set forth by the **DISTRICT**, in its ordinance entitled "An Ordinance Promulgating the Rates to be Charged for use of the District Water and Sewer Services", as amended.

3. Failure to Perform. The parties agree that failure or delay of the **DISTRICT** or the **DEVELOPER** in performing any of the terms of this **AGREEMENT** shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulations, or the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of the **DEVELOPER** or the **DISTRICT**.

4. Agency Approvals. Water service by the **DISTRICT** is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state or local permits and/or approvals for service to the **PROJECT** be denied or withheld, this **AGREEMENT** shall be null and void.

5. Indemnification. The **DEVELOPER** agrees to protect, indemnify and hold the **DISTRICT** harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of the **DEVELOPER's** servants, agents, or employees arising out of the installation of water or wastewater facilities by the **DEVELOPER**.

6. **Miscellaneous.** This **AGREEMENT** may not be changed, orally, but only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this **AGREEMENT** or the paragraphs or provisions herein. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either parties right to demand strict compliance with the terms and provisions of this **AGREEMENT**. Neither party shall declare the other in default of the provision of this **AGREEMENT** without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

7. **Pre-Construction Conference.** A pre-construction conference for both onsite water construction shall be held by the **DISTRICT** and **DEVELOPER** shall be notified of said conferences and be allowed to attend and make comments.

8. **Notification of Inspector.** The **DISTRICT's** engineer shall notify the **DISTRICT** to arrange for the **DISTRICT's** inspector to be present when actual connection is made to both the **DISTRICT's** water lines.

9. **Severability.** In the event any one or more provisions contained in this **AGREEMENT** shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this **AGREEMENT** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

10. **Assignment.** This **AGREEMENT** may be assigned by **DEVELOPER** only with the prior consent of the **DISTRICT**.

11. **Binding Effect.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

24TH day of April, 2007. SIGNED, SEALED and

DELIVERED in the presence of:

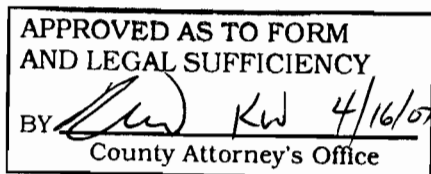
**HERNANDO COUNTY WATER
AND SEWER DISTRICT**



Attest: Karen Nicolai
Clerk of the Circuit Court

By: Jeff Stabins
Chairman

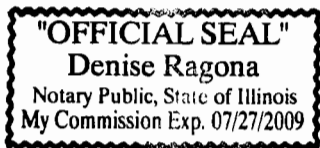
SEVILLE, LLC



By: Robert W. Schulz
Robert Schulz, Controller of
Managing Member
of Seville LLC

STATE OF Illinois
COUNTY OF DuPage

This foregoing instrument was acknowledged before me this 4 day of
April, 2007, by Robert W. Schulz on behalf of the
Seville, LLC. He is personally known to me ~~or has produced~~
_____ (type of ID) as identification and did (did not) take an
oath.



(SEAL)

Denise Ragona
Notary Public, State of
ILLINOIS

My Commission expires 7/27/09

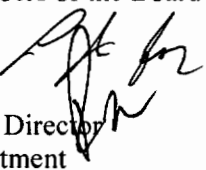
**FOR THE USE AND RELIANCE OF HERNANDO COUNTY ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY ONLY.**

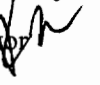
April 16, 2007

MEMORANDUM

PD-142

TO: The Honorable Chairman & Members of the Board of County Commissioners

VIA: Gary Kuhl, County Administrator 

VIA: Ronald F. Pianta, AICP, Planning Director
Hernando County Planning Department 

FROM:  Jerry Greif, Chief Planner
Hernando County Planning Department

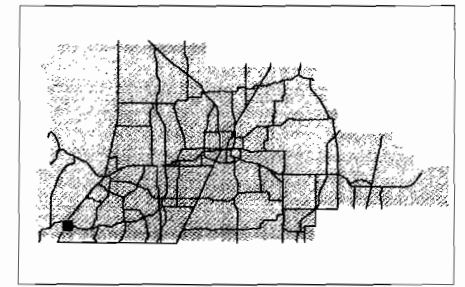
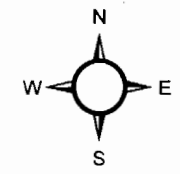
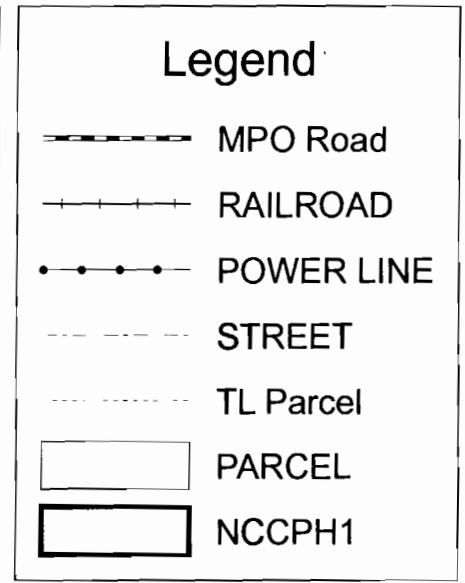
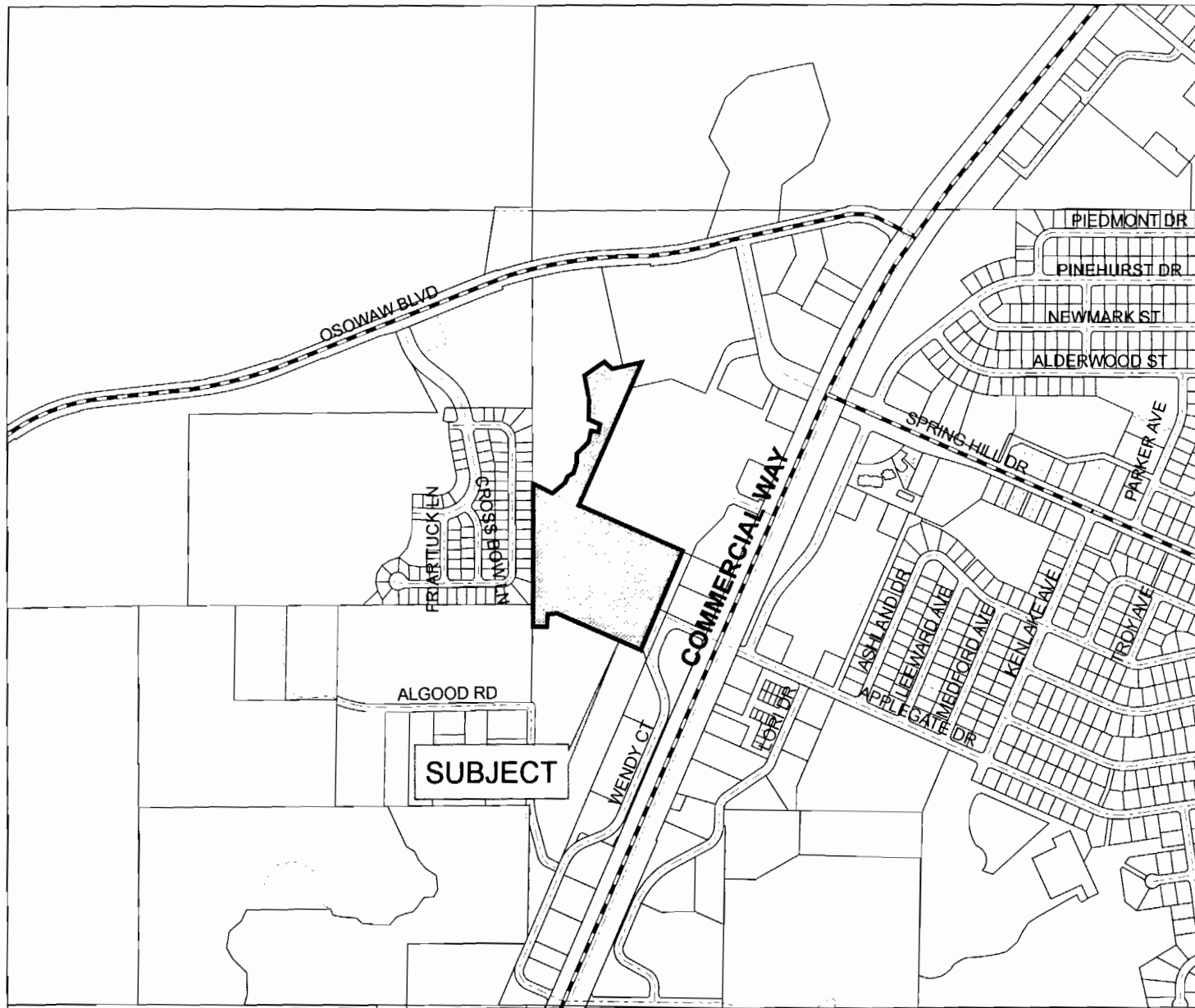
SUBJECT: Clearing and site grading approval for a portion of Nature Coast Commons

Brief Overview:	The applicant is requesting Board approval to allow clearing and grading for the J.C. Penneys's site which will be Phase I of Nature Coast Commons. The applicant has provided plans for that portion of the project which are ready for Board approval.
Budget Impact:	There are no budgetary impacts associated with the recommended action.
Legal Impact:	The Board has the authority to take the recommended action.
Recommended Action:	It is recommended that the Board approve the clearing, grading and utility work to commence in the first phase of Nature Coast Commons.
Administrative Note:	____ <i>Reviewed</i> ____ <i>See attached memo</i>
☐ <i>Issue is a quasi-judicial function of the Board and Exparte procedures apply.</i>	

The applicant is requesting to be allowed to clear, perform site grading and utility work for J.C. Penneys on a portion of the proposed Nature Coast Commons subdivision. The Nature Coast Commons development is located south of the Walmart store on US 19.

The plans have been reviewed by the affected County agencies and are in compliance with the County's current development standards. The Southwest Florida Water Management District (SWFWMD) has issued a completeness letter for the construction of this project. No site work shall commence until all required permits have been issued by the affected agencies.

Nature Coast Commons Subdivision Phase 1





HERNANDO COUNTY CLERK OF CIRCUIT COURT
FINANCE DEPARTMENT

MEMORANDUM

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 APR 17 PM 3:35

TO: Board of County Commissioners
FROM: Karen Nicolai, Clerk of Circuit Court
DATE: April 13, 2007
RE: Board of County Commissioners Approval of Disbursements

In compliance with Florida Statute 136.06, the attached check register of accounts payable disbursements from the Board of County Commissioners funds for the week ending April 13, 2007 is submitted for your approval.

The total Board of County Commissioners payroll disbursements were \$1,125,021.68 net for the week ending April 13, 2007.

If you would like to review the documentation for any of these disbursements, please contact Amy Gillis at 540-6788.

Thank you for your continued cooperation.

CONSENT
AGENDA ITEM

14.

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63844	ZAKI JABER	13.34
4/13/07	63845	ZIMMET UNICE SALZMAN & HEYMAN PA	1,537.50
4/13/07	63846	VOID-VOID-VOID	180,559.72
4/13/07	63847	VOID-VOID-VOID	228,405.82
4/13/07	63848	VOID-VOID-VOID	13,155.00
4/13/07	63849	VOID-VOID-VOID	8,355.35
4/13/07	63850	VOID-VOID-VOID	254.44
4/13/07	63851	VOID-VOID-VOID FLORIDA RETIREMENT	197,561.72
4/13/07	EFT467	AFLAC - VOID	6,247.75
4/13/07	EFT468	FLORIDA DEPART OF REV VOID-EFT-VOID	9,513.53
4/13/07	EFT469	FLORIDA DEPARTMENT OF REVENUE-VOID	2,791.05
4/13/07	EFT470	FLORIDA DEPARTMENT OF REVENUE-VOID	20.99
4/13/07	EFT471	GULF COAST TITLE CO INC	156,365.00
331 Items			Total \$ 2,610,646.91

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63525	A CIVIL DESIGN GROUP LLC	500.00
4/13/07	63526	AAA WHITES SEPTIC TANK SERVICE INC	475.50
4/13/07	63527	ACCENT CARPET AND TILE	1,917.00
4/13/07	63528	ADAMS HOMES OF NW FL INC	143.06
4/13/07	63529	AIR MECHANICAL & SERVICE CORP	6,394.00
4/13/07	63530	ALEXANDER CUSTOM HOMES	67.50
4/13/07	63531	ALL AMERICAN U CART	189.00
4/13/07	63532	ALLISON MCKAY	14.07
4/13/07	63533	ALLSTAR AWARDS & TROPHIES	249.90
4/13/07	63534	AMBER COSTA	300.00
4/13/07	63535	AMERICA B TODD	49.11
4/13/07	63536	AMERICAN CONSULTING ENGINEERS	41,880.50
4/13/07	63537	AMERICAN MESSAGING	82.14
4/13/07	63538	ANDREW LIMBRECHT JR	51.00
4/13/07	63539	ANIXTER	1,718.00
4/13/07	63540	ANNETTE CALISE	43.21
4/13/07	63541	ANZEL LOVETT	111.00
4/13/07	63542	AQUATIC BIOLOGISTS INC	1,250.00
4/13/07	63543	ARCH WIRELESS	21.30
4/13/07	63544	ARTISTIC HOME ENTERPRISES INC	56.66
4/13/07	63545	AT&T	24.96
4/13/07	63546	AUTOWAY FORD LINCOLN MERCURY	398.27
4/13/07	63547	AVATAR PROPERTIES INC	36.00
4/13/07	63548	BAILEY HOMES	22.55
4/13/07	63549	BAKER & TAYLOR ENTERTAINMENT	167.80
4/13/07	63550	BAKER & TAYLOR INC	309.59
4/13/07	63551	BBC AUDIOBOOKS AMERICA	187.38
4/13/07	63552	BECK'S RADIATOR SHOP	185.00
4/13/07	63553	BELL RENTAL & SALES INC	407.96
4/13/07	63554	BIG REDD CARTING	284.08
4/13/07	63555	BIGGERS TOWING AND RECOVERY	406.00
4/13/07	63556	BOUND TREE MEDICAL LLC	1,650.91
4/13/07	63557	BRANDON VALENCA	40.00
4/13/07	63558	BRIGHT HOUSE NETWORKS	2,776.00
4/13/07	63559	BRIGHT HOUSE NETWORKS	898.70
4/13/07	63560	BROAD AND WISCON SELF STORAGE	234.00
4/13/07	63561	BROOKSVILLE DRUGS	229.25
4/13/07	63562	BROOKSVILLE PRIMARY CARE	1,165.00
4/13/07	63563	BROOKSVILLE WELDING CO	245.00
4/13/07	63564	BUMPER TO BUMPER	509.04
4/13/07	63565	CALIFORNIA STATE DISBURSEMENT UNIT	195.24
4/13/07	63566	CANDLELIGHT FITNESS & WELLNESS CTR	10.65
4/13/07	63567	CARDIAC SCIENCE CORP	10,120.00
4/13/07	63568	CARLIMAC LLC	32.33
4/13/07	63569	CARQUEST AUTO PARTS	669.60
4/13/07	63570	CDW GOVERNMENT INC	7,773.00
4/13/07	63571	CENTER POINT LARGE PRINT	1,201.33
4/13/07	63572	CENTRAL FLORIDA TACTICAL	1,674.50
4/13/07	63573	CHRISTIAN FELLOWSHIP CHURCH	21.00
4/13/07	63574	CHRISTOPHER DIDONNA	69.98
4/13/07	63575	CHRISTOPHER ERICKSON	69.00
4/13/07	63576	CISCO	800.00
4/13/07	63577	CITY OF BROOKSVILLE	4,768.43

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63578	CITY OF BROOKSVILLE	3,850.54
4/13/07	63579	CITY OF BROOKSVILLE	710.52
4/13/07	63580	CLAIRE MASTIN TTEE	27.20
4/13/07	63581	CLEARSOFT INC	237.50
4/13/07	63582	CLERK LAKE SUPERIOR COURT	300.00
4/13/07	63583	CLERK US DISTRICT COURT	165.00
4/13/07	63584	COBRA CONSTRUCTION & PLUMBING INC	1,397.00
4/13/07	63585	COLETTE LANE	60.00
4/13/07	63586	COMPBENEFITS COMPANY	3,518.22
4/13/07	63587	COOKS TERMITE AND PEST CONTROL	126.41
4/13/07	63588	CORRECTIONS CORPORATION OF AMERICA	841,265.60
4/13/07	63589	CORTEZ DRUGS	74.88
4/13/07	63590	COVERALL NORTH AMERICA INC	269.00
4/13/07	63591	COZY HOMES	30.44
4/13/07	63592	CRYSTAL BOUCHER	13.27
4/13/07	63593	CUSTOM FIBERGLASS COACHES	1,079.00
4/13/07	63594	CYNDI GAMBREL	112.47
4/13/07	63595	D A B CONSTRUCTORS INC	1,840.50
4/13/07	63596	DADE PAPER & BAG CO	1,170.00
4/13/07	63597	DAVID CAVALIER	102.00
4/13/07	63598	DAVID NEWMAN	225.00
4/13/07	63599	DAVIS SUPPLY INC	1,655.27
4/13/07	63600	DAY METAL PRODUCTS LLC	44.04
4/13/07	63601	DEBRA DENNISON	35.62
4/13/07	63602	DEPARTMENT OF MANAGEMENT SERVICES	9.15
4/13/07	63603	DESIGNLAB INC	1,672.00
4/13/07	63604	DIANE B ROWDEN	251.95
4/13/07	63605	DIANE M VAILLANCOURT	39.16
4/13/07	63606	DON COPELAND	1.88
4/13/07	63607	DON REID FORD	26,915.00
4/13/07	63608	DON STINE CONSTRUCTION INC	845.05
4/13/07	63609	DONALD HENSLEY	54.89
4/13/07	63610	DOOR & HARDWARE OPENINGS INC	1,140.00
4/13/07	63611	ECONOLITE CONTROL PRODUCTS INC	3,377.00
4/13/07	63612	ED BUNNELL	45.00
4/13/07	63613	EDWARD M HEALION	65.46
4/13/07	63614	ELECTRONIC ENTERPRISES INC	900.00
4/13/07	63615	ELIZABETH SANTOS	35.06
4/13/07	63616	ELMER RAY GARNER	31.37
4/13/07	63617	EMBARQ	86.88
4/13/07	63618	EMBRY RIDDLE AERONAUTICAL UNIV	38.06
4/13/07	63619	EMPIRE TRUCK & INDUSTRIAL PARTS INC	157.55
4/13/07	63620	EMPLOYEE MEDICAL SERVICES INC	1,125.00
4/13/07	63621	ENCORE BROADCAST EQUIPMENT SALES	1,634.00
4/13/07	63622	ENVIRO GROUP INC	18,540.00
4/13/07	63623	ENVIRONMENTAL SYSTEMS RESEARCH	1,400.00
4/13/07	63624	ER JAHNA INDUSTRIES INC	19,091.84
4/13/07	63625	ERIC A LANHAM	70.97
4/13/07	63626	FANNIE GENTLES	210.00
4/13/07	63627	FEDERAL RESERVE BANK OF CLEVELAND	600.00
4/13/07	63628	FEDEX	29.88
4/13/07	63629	FERGUSON ENTERPRISES INC	281.35
4/13/07	63630	FIRST FLORIDA LLC	25.00

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63631	FLEETPRIDE INC	54.07
4/13/07	63632	FLORIDA ASSOCIATION OF COUNTY EMS	125.00
4/13/07	63633	FLORIDA CENTRAL CREDIT UNION	7,331.00
4/13/07	63634	FLORIDA PEST CONTROL & CHEMICAL CO	250.00
4/13/07	63635	FRANK K & ELIZABETH SCHMIDT	53.14
4/13/07	63636	FRED & MAGGIE THOMPSON	30.18
4/13/07	63637	GARTH C COLLIER	40.00
4/13/07	63638	GENERAL REVENUE CORPORATION	132.64
4/13/07	63639	GEORGE SAMUELSEN	282.60
4/13/07	63640	GERRIE REED	4.51
4/13/07	63641	GLOBAL PARTNERS	800.00
4/13/07	63642	GOLDEN X PLUMBING SUPPLY INC	6,744.45
4/13/07	63643	GRANT HOMES LLC	884.77
4/13/07	63644	GUANGYE HU	50.00
4/13/07	63645	HARTFORD	486.37
4/13/07	63646	HARTFORD LIFE	5,743.04
4/13/07	63647	HARTLAND HOMES INC	30.51
4/13/07	63648	HC WORKERS COMPENSATION FUND	49,151.60
4/13/07	63649	HCUD-SOLID WASTE DIVISION	1,940.64
4/13/07	63650	HDR ENGINEERING INC	89,487.04
4/13/07	63651	HELEN VAUGHN	17.33
4/13/07	63652	HERITAGE PROPANE SPRING HILL	1,144.22
4/13/07	63653	HERMAN & AMY H SAKOWITZ	3.15
4/13/07	63654	HERNANDO BEACH CRIME WATCH	350.00
4/13/07	63655	HERNANDO CO CCC-CIVIL DIVISION	663.50
4/13/07	63656	HERNANDO COUNTY CCC	3,045.00
4/13/07	63657	HERNANDO COUNTY CCC	1,363.40
4/13/07	63658	HERNANDO COUNTY PROFESSIONAL	2,182.50
4/13/07	63659	HERNANDO COUNTY SCHOOL BOARD	239,394.56
4/13/07	63660	HERNANDO COUNTY SHERIFFS OFFICE	4,288.00
4/13/07	63661	HERNANDO COUNTY TAX COLLECTOR	332.80
4/13/07	63662	HERNANDO COUNTY UTILITIES DEPT	196.06
4/13/07	63663	HERNANDO REALTY CORP	1,000.00
4/13/07	63664	HILL N DALE CRIME WATCH INC	350.00
4/13/07	63665	HOME DEPOT	483.70
4/13/07	63666	INFOBASE PUBLISHING	31.00
4/13/07	63667	INGRAM LIBRARY SERVICES	319.47
4/13/07	63668	JAMES PATERNO	2.51
4/13/07	63669	JAMES VIZCARRONDO	50.00
4/13/07	63670	JASON CHANDLER	29.21
4/13/07	63671	JERRY ROBERT	512.00
4/13/07	63672	JERRY ULM DODGE	356.03
4/13/07	63673	JILL CUSTER	80.00
4/13/07	63674	JOHN & MARIA AMARAI	47.51
4/13/07	63675	JOHN DOYLE	19.35
4/13/07	63676	JOHN J KOUBA	19.90
4/13/07	63677	JOHNS EASTERN COMPANY INC	21,045.27
4/13/07	63678	JOHNS EASTERN COMPANY INC	9,128.50
4/13/07	63679	JOSEPH HENRI	41.31
4/13/07	63680	JOSEPH TACHER	17.33
4/13/07	63681	JOSHUA D CHOATE	59.79
4/13/07	63682	K HOVNANIAN WINDWARD HOMES	95.81
4/13/07	63683	KASEY BRANCH	100.00

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63684	KATHY JONES	40.46
4/13/07	63685	KENNETH WARNSTADT ESQ	1,530.00
4/13/07	63686	KENTRON HEALTH CARE	125.00
4/13/07	63687	KENWORTH OF CENTRAL FLORIDA	4,180.59
4/13/07	63688	KESLEY C CRAWFORD	13.90
4/13/07	63689	KEVIN RUPIN	50.00
4/13/07	63690	KONICA MINOLTA BUSINESS SOLUTIONS	606.58
4/13/07	63691	LANDIG TRACTOR CO INC	67.29
4/13/07	63692	LANDQUEST TITLE	32,000.00
4/13/07	63693	LANE ELECTRIC	2,480.00
4/13/07	63694	LANIER WORLDWIDE INC	431.99
4/13/07	63695	LAURA A POVITCH	76.83
4/13/07	63696	LENNAR HOMES INC	97.58
4/13/07	63697	LEVITT & SONS MODEL HOMES	956.28
4/13/07	63698	LEXINGTON HOMES INC	356.39
4/13/07	63699	LINDA COMFORT	53.00
4/13/07	63700	MANSFIELD OIL COMPANY	5,516.40
4/13/07	63701	MARCI MEDNICK	37.49
4/13/07	63702	MARCIE LYN LEBLANC	5.69
4/13/07	63703	MARONDA HOMES INC OF FLORIDA	33.84
4/13/07	63704	MARONDA HOMES INC OF FLORIDA	6.23
4/13/07	63705	MARY BEERS	50.00
4/13/07	63706	MATTHEW L WIRGLER	13.65
4/13/07	63707	MELISSA HOOIE	15.00
4/13/07	63708	MELLON TRUST OF NEW ENGLAND NA	1,227.37
4/13/07	63709	MELVIN TOBEY JR	50.00
4/13/07	63710	MERCEDES HOMES	144.31
4/13/07	63711	MERCEDES HOMES INC	33.66
4/13/07	63712	MI HOMES	436.71
4/13/07	63713	MICHAEL JONES	136.00
4/13/07	63714	MICHAEL WITHEROW	166.50
4/13/07	63715	MICHAELS CUSTOM HOMES INC	11.22
4/13/07	63716	MIDWEST TAPE	355.64
4/13/07	63717	MIGUEL & YVETTE PETRUZZELLI	2.32
4/13/07	63718	MIGUEL GODOY	29.81
4/13/07	63719	MILLER BROS GIANT TIRE SERVICE INC	554.95
4/13/07	63720	MUNICIPAL SUPPLY & SIGN COMPANY	11,910.00
4/13/07	63721	MUSCULAR DYSTROPHY ASSOCIATON	126.50
4/13/07	63722	NAFECO INC	5,604.25
4/13/07	63723	NANCY THOMPSON	5.78
4/13/07	63724	NANDLALL SHIWNATH	58.34
4/13/07	63725	NANETTE MORGANTI	37.37
4/13/07	63726	NATIONWIDE RETIREMENT SOLUTIONS	4,445.21
4/13/07	63727	NATURE COAST FGFOA	35.00
4/13/07	63728	NEXT CONNECT NETWORKS	1,499.85
4/13/07	63729	NEXTEL COMMUNICATIONS	286.06
4/13/07	63730	NEXTEL COMMUNICATIONS	836.78
4/13/07	63731	NEXTEL COMMUNICATIONS	476.78
4/13/07	63732	NEXTEL COMMUNICATIONS	93.38
4/13/07	63733	NORTH AMERICAN TITLE	21,575.00
4/13/07	63734	NORTH AMERICAN TITLE	36,798.00
4/13/07	63735	NUTRITION ACTION	35.00
4/13/07	63736	ODYSSEY MFG CO	1,953.00

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63737	OEC BUSINESS INTERIORS	278.01
4/13/07	63739	OFFICE DEPOT	3,226.71
4/13/07	63740	OFFICE OF STUDENT FINANCIAL ASSIST	25.00
4/13/07	63741	OHIO CHILD SUPPORT PAYMENT CENTRAL	114.55
4/13/07	63742	OLEN CASSON	47.50
4/13/07	63743	ORLANDO C VILLAMIL	36.49
4/13/07	63744	OTIS BROWN	92.50
4/13/07	63745	P&K HYDRAULICS INC	427.95
4/13/07	63746	P/C MILLER	972.00
4/13/07	63747	PA SCDU	202.00
4/13/07	63748	PAM GAUVIN	80.00
4/13/07	63749	PANDA CONSTRUCTION	87.84
4/13/07	63750	PARAMOUNT TITLE CORPORATION	34,380.00
4/13/07	63751	PAT MEIER	50.00
4/13/07	63752	PATRICIA ATIENZA CUNANAN	16.24
4/13/07	63753	PATRICK DELMAR	13.54
4/13/07	63754	PAUL M & CESALTINA L BATISTA	79.20
4/13/07	63755	PAUL ROACH	24.01
4/13/07	63756	PHYLLIS D ALEXANDEROFF	28.47
4/13/07	63757	PINEAPPLE PRESS	30.78
4/13/07	63758	POT O'GOLD PRODUCTIONS INC	318.00
4/13/07	63759	PRECISION EDGE LAWN CARE INC	165.00
4/13/07	63760	PRINCIPAL LIFE INSURANCE CO	21,846.29
4/13/07	63761	PROFESSIONAL FIREFIGHTERS	2,494.70
4/13/07	63762	PROFESSIONAL FIREFIGHTERS	843.00
4/13/07	63763	PROGRESS ENERGY FLORIDA INC	2,290.00
4/13/07	63764	PULTE HOMES	152.16
4/13/07	63765	R W SUMMERS RAILROAD CONTRACTOR INC	375.00
4/13/07	63766	RESEARCHERS ASSOCIATES INC	1,146.00
4/13/07	63767	REXEL CONSOLIDATED	1,936.81
4/13/07	63768	RICHARD W FENIN	21.93
4/13/07	63769	RICKIE D HARTLEY	333.00
4/13/07	63770	RIDGE MANOR CRIME WATCH INC	350.00
4/13/07	63771	RING POWER CORP	5,909.61
4/13/07	63772	ROBERT GALVIN	271.50
4/13/07	63773	ROBERT STOCKTON	161.00
4/13/07	63774	ROBERT WHITMORE FUND	325.81
4/13/07	63775	ROGERS SIGN CORP	110.00
4/13/07	63776	RONALD BEERS	45.00
4/13/07	63777	ROSE ROCCO	251.95
4/13/07	63778	ROSINO SALDINO	4.14
4/13/07	63779	RYAN CHEEK	136.00
4/13/07	63780	RYLAND GROUP INC	11.85
4/13/07	63781	SALEM PRESS INC	581.00
4/13/07	63782	SAM'S WRECKER SERVICE	50.00
4/13/07	63783	SANDRA COVER	26.25
4/13/07	63784	SCOTT CALLARI	166.50
4/13/07	63785	SENICA AIR CONDITIONING INC	3,031.71
4/13/07	63786	SHAKEMA BROADHEAD	30.88
4/13/07	63787	SHANE HARTMAN	68.00
4/13/07	63788	SHARP CRIME WATCH	1,225.00
4/13/07	63789	SHERRA URIBE	42.79
4/13/07	63790	SHIQUAN DANIELS	6.20

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63791	SOD MART	1,027.20
4/13/07	63792	SOUTHEAST TITLE INSURANCE	22,055.00
4/13/07	63793	SOUTHEASTERN EMERGENCY EQUIPMENT	882.60
4/13/07	63794	SPRING HAVEN APARTMENTS	11.45
4/13/07	63795	SPRING HILL ASSOCIATES LTD	8,334.00
4/13/07	63796	STANDARD INSURANCE COMPANY	11,601.85
4/13/07	63797	STANDARD INSURANCE COMPANY	1,195.14
4/13/07	63798	STANDARD INSURANCE COMPANY	3,291.80
4/13/07	63799	STEFANIE HIBBERT	28.49
4/13/07	63800	STEPHEN & JENNIFER ADAMS	24.19
4/13/07	63801	STEVE KLAPKA	92.00
4/13/07	63802	STEVEN LILLEY	24.66
4/13/07	63803	STEVEN W KING	213.00
4/13/07	63804	SUNGARD PENTAMATION INC	13,865.00
4/13/07	63805	SUSAN RUPE	498.37
4/13/07	63806	SUSANNE MUNZ & ELLEN BENDER	35.78
4/13/07	63807	TECHNICAL SALES CORP	3,391.62
4/13/07	63808	TEMPLE INC	8,020.95
4/13/07	63809	TEN 8 FIRE EQUIPMENT INC	3,789.32
4/13/07	63810	THOMSON GALE	575.72
4/13/07	63811	TIMES PUBLISHING CO	22.87
4/13/07	63812	TOM & NAOMI MOON	23.45
4/13/07	63813	TOMMIE DAWSON REALTY	4,901.81
4/13/07	63814	TONY GEBHARDT	50.00
4/13/07	63815	TRACY CUMMINGS	3.28
4/13/07	63816	TRANSPORTATION CONTROL SYSTEMS INC	1,218.00
4/13/07	63817	TRI ANIM HEALTH SERVICES INC	2,472.84
4/13/07	63818	UNIFIRST CORPORATION	897.40
4/13/07	63819	UNITED STATES POSTAL SERVICE	600.00
4/13/07	63820	UNITED STATES TREASURY	50.00
4/13/07	63821	UNITED TELEPHONE SOLUTIONS INC	220.00
4/13/07	63822	UNITED WAY OF HERNANDO COUNTY	123.00
4/13/07	63823	US HOMES	86.20
4/13/07	63824	US POSTAL SERVICE	1,000.00
4/13/07	63825	US TANKER-FIRE APPARATUS INC	190.04
4/13/07	63826	USA TOOLS	2,750.00
4/13/07	63827	VALERIE DOWD	114.38
4/13/07	63828	VALIC RETIREMENT SERVICES COMPANY	4,199.62
4/13/07	63829	VINCENT GUAN DIAU	55.90
4/13/07	63830	WASTE MANAGEMENT OF PASCO	124.90
4/13/07	63831	WASTE SERVICES OF FLORIDA INC	93.68
4/13/07	63832	WHETSTONE OIL COMPANY	677.60
4/13/07	63833	WILLIAM BERRINGER	18.62
4/13/07	63834	WILLIAM BUCHALSKI	398.00
4/13/07	63835	WILLIAM LAURIA	29.20
4/13/07	63836	WILLIAM U PENIA	5.36
4/13/07	63837	WILLIAM W ERICKSON	44.46
4/13/07	63838	WILLIAMS SCOTSMAN INC	182.00
4/13/07	63839	WINDJAMMER HOME BUILDERS INC	29.17
4/13/07	63840	WITHLACOOCHIEE REGIONAL PLANNING	750.00
4/13/07	63841	WITHLACOOCHIEE RIVER ELECTRIC CO-OP	1,693.37
4/13/07	63842	WWJB 1450 RADIO	160.00
4/13/07	63843	XEROX CORPORATION	644.31



HERNANDO COUNTY CLERK OF CIRCUIT COURT
FINANCE DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners
FROM: Karen Nicolai, Clerk of Circuit Court
DATE: April 13, 2007
RE: Board of County Commissioners Approval of Disbursements

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 APR 17 PM 3:35

In compliance with Florida Statute 136.06, the attached check register of accounts payable disbursements from the Board of County Commissioners funds for the week ending April 13, 2007 is submitted for your approval.

The total Board of County Commissioners payroll disbursements were \$1,125,021.68 net for the week ending April 13, 2007.

If you would like to review the documentation for any of these disbursements, please contact Amy Gillis at 540-6788.

Thank you for your continued cooperation.

CONSENT
AGENDA ITEM

14.

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63844	ZAKI JABER	13.34
4/13/07	63845	ZIMMET UNICE SALZMAN & HEYMAN PA	1,537.50
4/13/07	63846	VOID-VOID-VOID	180,559.72
4/13/07	63847	VOID-VOID-VOID	228,405.82
4/13/07	63848	VOID-VOID-VOID	13,155.00
4/13/07	63849	VOID-VOID-VOID	8,355.35
4/13/07	63850	VOID-VOID-VOID	254.44
4/13/07	63851	VOID-VOID-VOID FLORIDA RETIREMENT	197,561.72
4/13/07	EFT467	AFLAC - VOID	6,247.75
4/13/07	EFT468	FLORIDA DEPART OF REV VOID-EFT-VOID	9,513.53
4/13/07	EFT469	FLORIDA DEPARTMENT OF REVENUE-VOID	2,791.05
4/13/07	EFT470	FLORIDA DEPARTMENT OF REVENUE-VOID	20.99
4/13/07	EFT471	GULF COAST TITLE CO INC	156,365.00
331 Items			Total \$ 2,610,646.91

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63525	A CIVIL DESIGN GROUP LLC	500.00
4/13/07	63526	AAA WHITES SEPTIC TANK SERVICE INC	475.50
4/13/07	63527	ACCENT CARPET AND TILE	1,917.00
4/13/07	63528	ADAMS HOMES OF NW FL INC	143.06
4/13/07	63529	AIR MECHANICAL & SERVICE CORP	6,394.00
4/13/07	63530	ALEXANDER CUSTOM HOMES	67.50
4/13/07	63531	ALL AMERICAN U CART	189.00
4/13/07	63532	ALLISON MCKAY	14.07
4/13/07	63533	ALLSTAR AWARDS & TROPHIES	249.90
4/13/07	63534	AMBER COSTA	300.00
4/13/07	63535	AMERICA B TODD	49.11
4/13/07	63536	AMERICAN CONSULTING ENGINEERS	41,880.50
4/13/07	63537	AMERICAN MESSAGING	82.14
4/13/07	63538	ANDREW LIMBRECHT JR	51.00
4/13/07	63539	ANIXTER	1,718.00
4/13/07	63540	ANNETTE CALISE	43.21
4/13/07	63541	ANZEL LOVETT	111.00
4/13/07	63542	AQUATIC BIOLOGISTS INC	1,250.00
4/13/07	63543	ARCH WIRELESS	21.30
4/13/07	63544	ARTISTIC HOME ENTERPRISES INC	56.66
4/13/07	63545	AT&T	24.96
4/13/07	63546	AUTOWAY FORD LINCOLN MERCURY	398.27
4/13/07	63547	AVATAR PROPERTIES INC	36.00
4/13/07	63548	BAILEY HOMES	22.55
4/13/07	63549	BAKER & TAYLOR ENTERTAINMENT	167.80
4/13/07	63550	BAKER & TAYLOR INC	309.59
4/13/07	63551	BBC AUDIOBOOKS AMERICA	187.38
4/13/07	63552	BECK'S RADIATOR SHOP	185.00
4/13/07	63553	BELL RENTAL & SALES INC	407.96
4/13/07	63554	BIG REDD CARTING	284.08
4/13/07	63555	BIGGERS TOWING AND RECOVERY	406.00
4/13/07	63556	BOUND TREE MEDICAL LLC	1,650.91
4/13/07	63557	BRANDON VALENCA	40.00
4/13/07	63558	BRIGHT HOUSE NETWORKS	2,776.00
4/13/07	63559	BRIGHT HOUSE NETWORKS	898.70
4/13/07	63560	BROAD AND WISCON SELF STORAGE	234.00
4/13/07	63561	BROOKSVILLE DRUGS	229.25
4/13/07	63562	BROOKSVILLE PRIMARY CARE	1,165.00
4/13/07	63563	BROOKSVILLE WELDING CO	245.00
4/13/07	63564	BUMPER TO BUMPER	509.04
4/13/07	63565	CALIFORNIA STATE DISBURSEMENT UNIT	195.24
4/13/07	63566	CANDLELIGHT FITNESS & WELLNESS CTR	10.65
4/13/07	63567	CARDIAC SCIENCE CORP	10,120.00
4/13/07	63568	CARLIMAC LLC	32.33
4/13/07	63569	CARQUEST AUTO PARTS	669.60
4/13/07	63570	CDW GOVERNMENT INC	7,773.00
4/13/07	63571	CENTER POINT LARGE PRINT	1,201.33
4/13/07	63572	CENTRAL FLORIDA TACTICAL	1,674.50
4/13/07	63573	CHRISTIAN FELLOWSHIP CHURCH	21.00
4/13/07	63574	CHRISTOPHER DIDONNA	69.98
4/13/07	63575	CHRISTOPHER ERICKSON	69.00
4/13/07	63576	CISCO	800.00
4/13/07	63577	CITY OF BROOKSVILLE	4,768.43

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63578	CITY OF BROOKSVILLE	3,850.54
4/13/07	63579	CITY OF BROOKSVILLE	710.52
4/13/07	63580	CLAIRE MASTIN TTEE	27.20
4/13/07	63581	CLEARSOFT INC	237.50
4/13/07	63582	CLERK LAKE SUPERIOR COURT	300.00
4/13/07	63583	CLERK US DISTRICT COURT	165.00
4/13/07	63584	COBRA CONSTRUCTION & PLUMBING INC	1,397.00
4/13/07	63585	COLETTE LANE	60.00
4/13/07	63586	COMPBENEFITS COMPANY	3,518.22
4/13/07	63587	COOKS TERMITE AND PEST CONTROL	126.41
4/13/07	63588	CORRECTIONS CORPORATION OF AMERICA	841,265.60
4/13/07	63589	CORTEZ DRUGS	74.88
4/13/07	63590	COVERALL NORTH AMERICA INC	269.00
4/13/07	63591	COZY HOMES	30.44
4/13/07	63592	CRYSTAL BOUCHER	13.27
4/13/07	63593	CUSTOM FIBERGLASS COACHES	1,079.00
4/13/07	63594	CYNDI GAMBREL	112.47
4/13/07	63595	D A B CONSTRUCTORS INC	1,840.50
4/13/07	63596	DADE PAPER & BAG CO	1,170.00
4/13/07	63597	DAVID CAVALIER	102.00
4/13/07	63598	DAVID NEWMAN	225.00
4/13/07	63599	DAVIS SUPPLY INC	1,655.27
4/13/07	63600	DAY METAL PRODUCTS LLC	44.04
4/13/07	63601	DEBRA DENNISON	35.62
4/13/07	63602	DEPARTMENT OF MANAGEMENT SERVICES	9.15
4/13/07	63603	DESIGNLAB INC	1,672.00
4/13/07	63604	DIANE B ROWDEN	251.95
4/13/07	63605	DIANE M VAILLANCOURT	39.16
4/13/07	63606	DON COPELAND	1.88
4/13/07	63607	DON REID FORD	26,915.00
4/13/07	63608	DON STINE CONSTRUCTION INC	845.05
4/13/07	63609	DONALD HENSLEY	54.89
4/13/07	63610	DOOR & HARDWARE OPENINGS INC	1,140.00
4/13/07	63611	ECONOLITE CONTROL PRODUCTS INC	3,377.00
4/13/07	63612	ED BUNNELL	45.00
4/13/07	63613	EDWARD M HEALION	65.46
4/13/07	63614	ELECTRONIC ENTERPRISES INC	900.00
4/13/07	63615	ELIZABETH SANTOS	35.06
4/13/07	63616	ELMER RAY GARNER	31.37
4/13/07	63617	EMBARQ	86.88
4/13/07	63618	EMBRY RIDDLE AERONAUTICAL UNIV	38.06
4/13/07	63619	EMPIRE TRUCK & INDUSTRIAL PARTS INC	157.55
4/13/07	63620	EMPLOYEE MEDICAL SERVICES INC	1,125.00
4/13/07	63621	ENCORE BROADCAST EQUIPMENT SALES	1,634.00
4/13/07	63622	ENVIRO GROUP INC	18,540.00
4/13/07	63623	ENVIRONMENTAL SYSTEMS RESEARCH	1,400.00
4/13/07	63624	ER JAHNA INDUSTRIES INC	19,091.84
4/13/07	63625	ERIC A LANHAM	70.97
4/13/07	63626	FANNIE GENTLES	210.00
4/13/07	63627	FEDERAL RESERVE BANK OF CLEVELAND	600.00
4/13/07	63628	FEDEX	29.88
4/13/07	63629	FERGUSON ENTERPRISES INC	281.35
4/13/07	63630	FIRST FLORIDA LLC	25.00

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63631	FLEETPRIDE INC	54.07
4/13/07	63632	FLORIDA ASSOCIATION OF COUNTY EMS	125.00
4/13/07	63633	FLORIDA CENTRAL CREDIT UNION	7,331.00
4/13/07	63634	FLORIDA PEST CONTROL & CHEMICAL CO	250.00
4/13/07	63635	FRANK K & ELIZABETH SCHMIDT	53.14
4/13/07	63636	FRED & MAGGIE THOMPSON	30.18
4/13/07	63637	GARTH C COLLIER	40.00
4/13/07	63638	GENERAL REVENUE CORPORATION	132.64
4/13/07	63639	GEORGE SAMUELSEN	282.60
4/13/07	63640	GERRIE REED	4.51
4/13/07	63641	GLOBAL PARTNERS	800.00
4/13/07	63642	GOLDEN X PLUMBING SUPPLY INC	6,744.45
4/13/07	63643	GRANT HOMES LLC	884.77
4/13/07	63644	GUANGYE HU	50.00
4/13/07	63645	HARTFORD	486.37
4/13/07	63646	HARTFORD LIFE	5,743.04
4/13/07	63647	HARTLAND HOMES INC	30.51
4/13/07	63648	HC WORKERS COMPENSATION FUND	49,151.60
4/13/07	63649	HCUD-SOLID WASTE DIVISION	1,940.64
4/13/07	63650	HDR ENGINEERING INC	89,487.04
4/13/07	63651	HELEN VAUGHN	17.33
4/13/07	63652	HERITAGE PROPANE SPRING HILL	1,144.22
4/13/07	63653	HERMAN & AMY H SAKOWITZ	3.15
4/13/07	63654	HERNANDO BEACH CRIME WATCH	350.00
4/13/07	63655	HERNANDO CO CCC-CIVIL DIVISION	663.50
4/13/07	63656	HERNANDO COUNTY CCC	3,045.00
4/13/07	63657	HERNANDO COUNTY CCC	1,363.40
4/13/07	63658	HERNANDO COUNTY PROFESSIONAL	2,182.50
4/13/07	63659	HERNANDO COUNTY SCHOOL BOARD	239,394.56
4/13/07	63660	HERNANDO COUNTY SHERIFFS OFFICE	4,288.00
4/13/07	63661	HERNANDO COUNTY TAX COLLECTOR	332.80
4/13/07	63662	HERNANDO COUNTY UTILITIES DEPT	196.06
4/13/07	63663	HERNANDO REALTY CORP	1,000.00
4/13/07	63664	HILL N DALE CRIME WATCH INC	350.00
4/13/07	63665	HOME DEPOT	483.70
4/13/07	63666	INFOBASE PUBLISHING	31.00
4/13/07	63667	INGRAM LIBRARY SERVICES	319.47
4/13/07	63668	JAMES PATERNO	2.51
4/13/07	63669	JAMES VIZCARRONDO	50.00
4/13/07	63670	JASON CHANDLER	29.21
4/13/07	63671	JERRY ROBERT	512.00
4/13/07	63672	JERRY ULM DODGE	356.03
4/13/07	63673	JILL CUSTER	80.00
4/13/07	63674	JOHN & MARIA AMARAI	47.51
4/13/07	63675	JOHN DOYLE	19.35
4/13/07	63676	JOHN J KOUBA	19.90
4/13/07	63677	JOHNS EASTERN COMPANY INC	21,045.27
4/13/07	63678	JOHNS EASTERN COMPANY INC	9,128.50
4/13/07	63679	JOSEPH HENRI	41.31
4/13/07	63680	JOSEPH TACHER	17.33
4/13/07	63681	JOSHUA D CHOATE	59.79
4/13/07	63682	K HOVNANIAN WINDWARD HOMES	95.81
4/13/07	63683	KASEY BRANCH	100.00

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63684	KATHY JONES	40.46
4/13/07	63685	KENNETH WARNSTADT ESQ	1,530.00
4/13/07	63686	KENTRON HEALTH CARE	125.00
4/13/07	63687	KENWORTH OF CENTRAL FLORIDA	4,180.59
4/13/07	63688	KESLEY C CRAWFORD	13.90
4/13/07	63689	KEVIN RUPIN	50.00
4/13/07	63690	KONICA MINOLTA BUSINESS SOLUTIONS	606.58
4/13/07	63691	LANDIG TRACTOR CO INC	67.29
4/13/07	63692	LANDQUEST TITLE	32,000.00
4/13/07	63693	LANE ELECTRIC	2,480.00
4/13/07	63694	LANIER WORLDWIDE INC	431.99
4/13/07	63695	LAURA A POVITCH	76.83
4/13/07	63696	LENNAR HOMES INC	97.58
4/13/07	63697	LEVITT & SONS MODEL HOMES	956.28
4/13/07	63698	LEXINGTON HOMES INC	356.39
4/13/07	63699	LINDA COMFORT	53.00
4/13/07	63700	MANSFIELD OIL COMPANY	5,516.40
4/13/07	63701	MARCI MEDNICK	37.49
4/13/07	63702	MARCIE LYN LEBLANC	5.69
4/13/07	63703	MARONDA HOMES INC OF FLORIDA	33.84
4/13/07	63704	MARONDA HOMES INC OF FLORIDA	6.23
4/13/07	63705	MARY BEERS	50.00
4/13/07	63706	MATTHEW L WIRGLER	13.65
4/13/07	63707	MELISSA HOOIE	15.00
4/13/07	63708	MELLON TRUST OF NEW ENGLAND NA	1,227.37
4/13/07	63709	MELVIN TOBEY JR	50.00
4/13/07	63710	MERCEDES HOMES	144.31
4/13/07	63711	MERCEDES HOMES INC	33.66
4/13/07	63712	MI HOMES	436.71
4/13/07	63713	MICHAEL JONES	136.00
4/13/07	63714	MICHAEL WITHEROW	166.50
4/13/07	63715	MICHAELS CUSTOM HOMES INC	11.22
4/13/07	63716	MIDWEST TAPE	355.64
4/13/07	63717	MIGUEL & YVETTE PETRUZZELLI	2.32
4/13/07	63718	MIGUEL GODOY	29.81
4/13/07	63719	MILLER BROS GIANT TIRE SERVICE INC	554.95
4/13/07	63720	MUNICIPAL SUPPLY & SIGN COMPANY	11,910.00
4/13/07	63721	MUSCULAR DYSTROPHY ASSOCIATON	126.50
4/13/07	63722	NAFECO INC	5,604.25
4/13/07	63723	NANCY THOMPSON	5.78
4/13/07	63724	NANDLALL SHIWNATH	58.34
4/13/07	63725	NANETTE MORGANTI	37.37
4/13/07	63726	NATIONWIDE RETIREMENT SOLUTIONS	4,445.21
4/13/07	63727	NATURE COAST FGFOA	35.00
4/13/07	63728	NEXT CONNECT NETWORKS	1,499.85
4/13/07	63729	NEXTEL COMMUNICATIONS	286.06
4/13/07	63730	NEXTEL COMMUNICATIONS	836.78
4/13/07	63731	NEXTEL COMMUNICATIONS	476.78
4/13/07	63732	NEXTEL COMMUNICATIONS	93.38
4/13/07	63733	NORTH AMERICAN TITLE	21,575.00
4/13/07	63734	NORTH AMERICAN TITLE	36,798.00
4/13/07	63735	NUTRITION ACTION	35.00
4/13/07	63736	ODYSSEY MFG CO	1,953.00

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63737	OEC BUSINESS INTERIORS	278.01
4/13/07	63739	OFFICE DEPOT	3,226.71
4/13/07	63740	OFFICE OF STUDENT FINANCIAL ASSIST	25.00
4/13/07	63741	OHIO CHILD SUPPORT PAYMENT CENTRAL	114.55
4/13/07	63742	OLEN CASSON	47.50
4/13/07	63743	ORLANDO C VILLAMIL	36.49
4/13/07	63744	OTIS BROWN	92.50
4/13/07	63745	P&K HYDRAULICS INC	427.95
4/13/07	63746	P/C MILLER	972.00
4/13/07	63747	PA SCDU	202.00
4/13/07	63748	PAM GAUVIN	80.00
4/13/07	63749	PANDA CONSTRUCTION	87.84
4/13/07	63750	PARAMOUNT TITLE CORPORATION	34,380.00
4/13/07	63751	PAT MEIER	50.00
4/13/07	63752	PATRICIA ATIENZA CUNANAN	16.24
4/13/07	63753	PATRICK DELMAR	13.54
4/13/07	63754	PAUL M & CESALTINA L BATISTA	79.20
4/13/07	63755	PAUL ROACH	24.01
4/13/07	63756	PHYLLIS D ALEXANDEROFF	28.47
4/13/07	63757	PINEAPPLE PRESS	30.78
4/13/07	63758	POT O'GOLD PRODUCTIONS INC	318.00
4/13/07	63759	PRECISION EDGE LAWN CARE INC	165.00
4/13/07	63760	PRINCIPAL LIFE INSURANCE CO	21,846.29
4/13/07	63761	PROFESSIONAL FIREFIGHTERS	2,494.70
4/13/07	63762	PROFESSIONAL FIREFIGHTERS	843.00
4/13/07	63763	PROGRESS ENERGY FLORIDA INC	2,290.00
4/13/07	63764	PULTE HOMES	152.16
4/13/07	63765	R W SUMMERS RAILROAD CONTRACTOR INC	375.00
4/13/07	63766	RESEARCHERS ASSOCIATES INC	1,146.00
4/13/07	63767	REXEL CONSOLIDATED	1,936.81
4/13/07	63768	RICHARD W FENIN	21.93
4/13/07	63769	RICKIE D HARTLEY	333.00
4/13/07	63770	RIDGE MANOR CRIME WATCH INC	350.00
4/13/07	63771	RING POWER CORP	5,909.61
4/13/07	63772	ROBERT GALVIN	271.50
4/13/07	63773	ROBERT STOCKTON	161.00
4/13/07	63774	ROBERT WHITMORE FUND	325.81
4/13/07	63775	ROGERS SIGN CORP	110.00
4/13/07	63776	RONALD BEERS	45.00
4/13/07	63777	ROSE ROCCO	251.95
4/13/07	63778	ROSINO SALDINO	4.14
4/13/07	63779	RYAN CHEEK	136.00
4/13/07	63780	RYLAND GROUP INC	11.85
4/13/07	63781	SALEM PRESS INC	581.00
4/13/07	63782	SAM'S WRECKER SERVICE	50.00
4/13/07	63783	SANDRA COVER	26.25
4/13/07	63784	SCOTT CALLARI	166.50
4/13/07	63785	SENICA AIR CONDITIONING INC	3,031.71
4/13/07	63786	SHAKEMA BROADHEAD	30.88
4/13/07	63787	SHANE HARTMAN	68.00
4/13/07	63788	SHARP CRIME WATCH	1,225.00
4/13/07	63789	SHERRA URIBE	42.79
4/13/07	63790	SHIQUAN DANIELS	6.20

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63791	SOD MART	1,027.20
4/13/07	63792	SOUTHEAST TITLE INSURANCE	22,055.00
4/13/07	63793	SOUTHEASTERN EMERGENCY EQUIPMENT	882.60
4/13/07	63794	SPRING HAVEN APARTMENTS	11.45
4/13/07	63795	SPRING HILL ASSOCIATES LTD	8,334.00
4/13/07	63796	STANDARD INSURANCE COMPANY	11,601.85
4/13/07	63797	STANDARD INSURANCE COMPANY	1,195.14
4/13/07	63798	STANDARD INSURANCE COMPANY	3,291.80
4/13/07	63799	STEFANIE HIBBERT	28.49
4/13/07	63800	STEPHEN & JENNIFER ADAMS	24.19
4/13/07	63801	STEVE KLAPKA	92.00
4/13/07	63802	STEVEN LILLEY	24.66
4/13/07	63803	STEVEN W KING	213.00
4/13/07	63804	SUNGARD PENTAMATION INC	13,865.00
4/13/07	63805	SUSAN RUPE	498.37
4/13/07	63806	SUSANNE MUNZ & ELLEN BENDER	35.78
4/13/07	63807	TECHNICAL SALES CORP	3,391.62
4/13/07	63808	TEMPLE INC	8,020.95
4/13/07	63809	TEN 8 FIRE EQUIPMENT INC	3,789.32
4/13/07	63810	THOMSON GALE	575.72
4/13/07	63811	TIMES PUBLISHING CO	22.87
4/13/07	63812	TOM & NAOMI MOON	23.45
4/13/07	63813	TOMMIE DAWSON REALTY	4,901.81
4/13/07	63814	TONY GEBHARDT	50.00
4/13/07	63815	TRACY CUMMINGS	3.28
4/13/07	63816	TRANSPORTATION CONTROL SYSTEMS INC	1,218.00
4/13/07	63817	TRI ANIM HEALTH SERVICES INC	2,472.84
4/13/07	63818	UNIFIRST CORPORATION	897.40
4/13/07	63819	UNITED STATES POSTAL SERVICE	600.00
4/13/07	63820	UNITED STATES TREASURY	50.00
4/13/07	63821	UNITED TELEPHONE SOLUTIONS INC	220.00
4/13/07	63822	UNITED WAY OF HERNANDO COUNTY	123.00
4/13/07	63823	US HOMES	86.20
4/13/07	63824	US POSTAL SERVICE	1,000.00
4/13/07	63825	US TANKER-FIRE APPARATUS INC	190.04
4/13/07	63826	USA TOOLS	2,750.00
4/13/07	63827	VALERIE DOWD	114.38
4/13/07	63828	VALIC RETIREMENT SERVICES COMPANY	4,199.62
4/13/07	63829	VINCENT GUAN DIAU	55.90
4/13/07	63830	WASTE MANAGEMENT OF PASCO	124.90
4/13/07	63831	WASTE SERVICES OF FLORIDA INC	93.68
4/13/07	63832	WHETSTONE OIL COMPANY	677.60
4/13/07	63833	WILLIAM BERRINGER	18.62
4/13/07	63834	WILLIAM BUCHALSKI	398.00
4/13/07	63835	WILLIAM LAURIA	29.20
4/13/07	63836	WILLIAM U PENIA	5.36
4/13/07	63837	WILLIAM W ERICKSON	44.46
4/13/07	63838	WILLIAMS SCOTSMAN INC	182.00
4/13/07	63839	WINDJAMMER HOME BUILDERS INC	29.17
4/13/07	63840	WITHLACOOCHIEE REGIONAL PLANNING	750.00
4/13/07	63841	WITHLACOOCHIEE RIVER ELECTRIC CO-OP	1,693.37
4/13/07	63842	WWJB 1450 RADIO	160.00
4/13/07	63843	XEROX CORPORATION	644.31

CORRESPONDENCE TO NOTE

April 24, 2007

1. Received a memorandum from Finance Director Amy Gillis listing exceptions to the purchasing policy that took place in March 2007. In this case no purchase order was processed. The exceptions were reviewed by the department head, County Administrator, and the Finance Department before the disbursement was processed for payment. The exceptions were: \$213.05 for RM Johnson Co., Inc., by Utilities – Solid Waste; \$45.00 by BellData for Health & Human Services; \$1,141.60 for by Heartland Services by H.C. Fire Rescue.
2. Received a copy of minutes of the meeting of the Board of Supervisors of the Killarney Community Development District held on December 11, 2006, and approved at the February 5, 2007 meeting. Copies have been forwarded to the County Commissioners, County Administrator, and Deputy County Administrator.
3. Received a letter from Sterling Hill Community Development District representative Steven P. Murman transmitting the annual Financial Audit Report pursuant to Section 11.45, and Section 189.418, Florida Statutes. An independent special district must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the governing County within 45 days of audit completion and within 12 months of fiscal year end.



**KAREN NICOLAI
CLERK OF CIRCUIT COURT
FINANCE DEPARTMENT**

20 N Main Street, Room 231 Brooksville, FL 34601

TO: Board of County Commissioners, Correspondence to Note
FROM: Amy Gillis, Finance Director
DATE: April 12, 2007
SUBJECT: Purchasing Policy Exceptions - March

RECEIVED COMM.
BOARD OF COUNTY
HERNANDO COUNTY
2007 APR 12 PM 2:42

The following purchasing policy exceptions took place in the month of March. In accordance with the request by the Board, the attached disbursement requests were returned to the originating department heads, reviewed by them, and forwarded to the County Administrator for approval for payment. Upon completion of this process, and after final review by the Finance Department, the disbursement requests were processed for payment. Additionally, Purchasing Card violations discovered during the monthly audit process are included as separate schedules.

<u>Vendor</u>	<u>Exception</u>	<u>Amount</u>	<u>Department</u>
RM Johnson Co., Inc.	No Purchase Order Issued	\$ 213.05	Utilities - Solid Waste
BellData	No Purchase Order Issued	\$ 45.00	Health & Human Svs.
Heartland Services	Over \$1000 PCard limit	\$1,141.60	H.C. Fire Rescue

Attachments

pc: Karen Nicolai, Clerk of Circuit Court
Gary Kuhl, County Administrator
Frances Pioszak, Asst. Finance Director

CTN 1

PURCHASING POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR David Horne
DEPARTMENT: Acad

FROM: NAME: Dianne Granfrancesco
FINANCE - ACCOUNTS PAYABLE
VENDOR: RM Johnson Co. Inc.
DATE RETURNED: 2/23/07

PC: Amy Gillis

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

No PO issued

To process this disbursement, the request must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): Joseph Kuhl
DATE: 2-27-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR John
DATE: 3/6/07

01 23'02

paid 3/9/07

HERNANDO COUNTY UTILITIES DEPARTMENT
SOLID WASTE AND RECYCLING
VOUCHER TO BE PAID

Payee: RM Johnson Co., Inc.
P.O. Box "J"
Annandale, MN 55302-0110

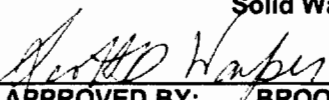
<u>DATE</u>	<u>DESCRIPTION</u>	<u>ACCOUNT TITLE</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
12/15/2006	21920	Repair/Maint-Equipment	07601 5304603	\$213.05

TOTAL **\$213.05**

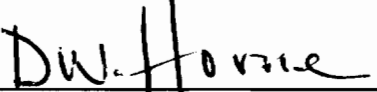
NOTES: Pin and nuts for repairs to equipment.

Company does not take visa.


PREPARED BY: KIM TRENT,
Accounting Technician II
Solid Waste & Recycling


APPROVED BY: BROOKS AHRENS,
Finance Coordinator
Solid Waste & Recycling

APPROVED FOR PAYMENT:


DAVID HORNE, ASSISTANT UTILITIES DIRECTOR

DATE: 2/8/07

RECEIVED
KAREN NICOLA CLEBK
HERNANDO COUNTY FL
2007 FEB 12 PM 3:04

RM JOHNSON CO., INC.
PO BOX "J"
890 NORWAY DRIVE
ANNANDALE MN 55302-0110

Invoice File

<< I N V O I C E >>

(320) 274-3594

Fax: (320) 274-3859

Invoice No Invoice Date Page
00021920 12/15/2006 1

SOLD TO:

WASTFL
HERNANDO COUNTY
WASTE MANAGEMENT DIVISION
UTILITIES DEPARTMENT
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

SHIP TO:

HERNANDO COUNTY
WASTE MANAGEMENT DIVISION
UTILITIES DEPARTMENT
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

Total Due: 213.05

SLS	Due Date	Disc Due	Order No	Order Date	Ship Date	Ship No
LRD	12/15/2006		00003397	12/15/2006	000003	

Terms	Customer PO Number	Ship Via
NET RECEIPT		DROP SHIP RED

Item/Description	TC	UOM	Ordered	Shipped	Unit Price	Extension
PIN	00	EA	1.0000	1.0000	112.5600	112.56

660268

	00	EA	1.0000	1.0000	5.6300	5.63

NUT
365208

APPROVAL _____

PO# _____

ACCT# _____

(2)

THANK YOU FOR YOUR ORDER! Please Make Check To: RM JOHNSON CO., INC.

Subtotal : 118.19

Taxable	Nontaxable	Freight	Sales Tax	Misc Charge	Total
.00	118.19	94.86	.00	.00	213.05

pd. 3/23/07

PURCHASING POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR Jean Rags
DEPARTMENT: Health & Human Services

FROM: NAME: Denise Flores
FINANCE - ACCOUNTS PAYABLE
VENDOR: BellData
DATE RETURNED: 03/20/07

PC: Amy Gillis

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Purchasing criteria has not been met. Payment should have been processed on a Purchase Order.

To process this disbursement, the request must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee):

DATE: 3-26-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR

DATE: 3/29/07

01/23/02

2007 MAR 26 PM 2:43

RECEIVED
COUNTY CLERK
HERRING COUNTY, FL

P.O. Box 2785
Matthews, NC 28106
(704) 845-0460

Bill To: Hernando County Social Services

Invoice#: 2007-02221

Invoice Date: 2/22/2007

Item	Amount
AIMS! Support Incident	\$45.00
Subtotal:	\$45.00
Deposit Paid:	\$0.00
Amount Due:	\$45.00

APPROVAL

PO#

ACCT#

From: Donna Smith
To: Denise Flores
Date: 3/19/2007 2:34:52 PM
Subject: BellData Invoice

Denise,

Bell Data Systems, Inc. is the developer of our Agency Information Management System (AIMS) that we use to document client contacts for all programs. The service provided was a telephone consultation and on-line assistance to resolve a couple of software issues. This service is not needed very often and the Vendor no longer accepts credit cards. The Purchasing Department will not prepare a purchase order after the date of service.

Thank You :-> Donna K Smith
Health & Human Services Specialist
Hernando County Government
(352) 540-4338
dksmith@co.hernando.fl.us

The information contained in this facsimile is intended for the personal and confidential use of the designated recipient(s) named herein. The message may contain information that is exempt from disclosure under Chapter 119, Florida's Public Records Act and/or The Health Insurance Portability and Accountability Act. If the reader of this message is not the intended recipient(s), you are hereby notified that you have received this transmission in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify the sender in this office immediately at (352) 540-4338, and then return the original message to us at the above-mentioned address via U.S. Mail. Recipient will be promptly reimbursed for any postage or any other expense associated with the return of this document. Thank you for your anticipated cooperation.

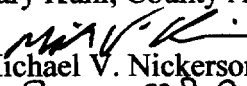
CC: Jean Rags

2017年11月3日

HERNANDO COUNTY FIRE RESCUE DISTRICT

60 Veterans Ave.
Brooksville, Fl. 34601

To: Gary Kuhl, County Administrator

From: 
Michael V. Nickerson, Fire Chief / Director

Larry N. Nickerson, Asst. Chief - Admin.

Date: February 1, 2007

Subj: Purchasing card Policy Exception Form Response

I spoke to Rick Spears about this purchase and he said he did not order these items during the same phone call but he did order them the same day. Rick said, he ordered the items on the day they were authorized, but the orders were apparently placed on the same invoice. I spoke with Christian from Heartland and they advised me that it is their common practice is if when they run a credit card and it does not go thru they split the purchase and run it again. By Heartland doing this it appears as though Rick had attempted to go over his daily and transaction limit of his county VISA card. Rick failed to confirm the total price prior to ending his conversation with heartland, which is a mistake that he has assured me will not occur again. He ordered the items and thought he was under his limit.

This occurrence is isolated to one transaction and he has been using his VISA on a regular basis for the purchase of computer hardware. It has been discussed with this employee and he has assured me that he will be more attentive to the final dollar amount that will be placed on his VISA.

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 FEB 16 AM 9:36

**Bank of America
Corporate Purchasing Card
Cardholder Activity**

Statement Date	12-04-06	This is Not a Bill
Credit Limit	\$5,000	Do Not Pay
Cash Limit	\$0	
Days in Billing Cycle	30	Total Activity \$1,955.55

RICHARD SPEARS II
HERNANDO COUNTY BOCC

Card Account Number:
4715 2900 0473 7594

Page 1 of 1

CARDHOLDER ACTIVITY

Post Date	Tran Date	Reference Number	Transactions	MCC	Charge	Credit
11-13	11-10	24761976314521950100061	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 70.72	
11-14	11-12	24427336317050000453742	FLYING J SAN ANTONIO FL	5542	✓ 14.84	
11-20	11-18	24761976322521928080064	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 25.97	
11-20	11-18	24761976322521928090063	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 24.49	
11-22	11-21	24761976325521957340063	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 22.93	
11-22	11-21	24761976325521957370060	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 25.00	
11-29	11-28	24707806332980002864583	Heartland Services 913-685-8855 KS	5045	✓ 402.00	
11-29	11-28	24707806332980002864542	Heartland Services 913-685-8855 KS	5045	✓ 239.60	
12-04	12-01	24675506335525400870038	NEW HORIZONS CLC TAMPA TAMPA FL	8299	550.00	

Customer Service
1.888.449.2273, 24 hours

Outside the U.S.
1.602.597.4438, 24 hours

For Lost or Stolen Card:
1.888.449.2273, 24 hours

Send Billing Inquiries to:
BANK OF AMERICA
PO BOX 2463
SPOKANE WA 99210-2463

APPROVAL _____

PO# _____

ACCT# _____

Account Summary

Previous Balance		\$0.00
Credits	-	\$0.00
Cash	+	\$0.00
Purchases	+	\$1,955.55
Other Debits	+	\$0.00
Overlimit Fees	+	\$0.00
Cash Fees	+	\$0.00
Other Fees	+	\$0.00
Total Activity	=	\$1,955.55

Please see the reverse side for information about your account.

Corporate Purchasing Card

Account No. 4715 2900 0473 7594
Total Activity \$1,955.55

Cardholder Signature _____

Date _____

Manager Signature _____

Date _____

N001909

RICHARD SPEARS II
HERNANDO COUNTY BOCC
20 N MAIN ST. RM 265
ATTN DARLENE LOLLIE
BROOKSVILLE FL 34601-2817

47152900047375940000000000000000

154999001110005000473759411

RECEIVED
CENTRAL PURCHASING

06 DEC 11 PM 12:

See envelope



Please Pay From This

Panasonic**INVOICE**

Billing Acct. # 9-22023226
 RICHARD SPEARS
 HERNANDO COUNTY FLORIDA FD
 6350 BILTMORE AVE

WEBSTER, FL 33597

Shipping Address

RICK SPEARS
 HERNANDO COUNTY FLORIDA FD
 6350 BILTMORE AVE

WEBSTER, FL 33597

Remit To: HEARTLAND SERVICES, INC.
 14206 Overbrook
 Leawood, KS 66224
 (913) 685-8855
 (913) 685-8555 Fax

Invoice Number HSI0130035
Date of Invoice 11/28/2006
P.O. Number VISA

Payment Due ~~Net 30~~

SHIP VIA: DHL

Model: CF-18

Description	Qty	Unit Price	Amount
BATTERY	5	\$140.52	\$702.60
PROTECTIVE FILM	5	\$79.00	\$395.00

Subtotal: \$1,097.60

Shipping/Handling: \$74.00

****Sales Tax:** \$0.00

Total: \$1,171.60

Credit 11/28/2006: \$(30.00)

Remaining Balance: \$1,141.60

14206 OVERBROOK
 LEAWOOD KS 66224-4536
 913-685-8855

Phone Order

ID: 1234
 Merchant: 240005355
 11/28/06
 AVS Code: N
 Cust #: 922023226
 PURCH
 XXXXXXXX7594H
 Code: N
 Code: 045824
 #: 476107
 Invoice #: 130035

16:06:
 \$ 739.60
 \$ 0.00
 \$ 739.60

Customer Copy
 THANK YOU

Batteries

Thank You

* This charge applies even if you choose not to repair the unit.

** Kansas customers must pay sales tax on all charges.

+ Coverage protects against lost or damaged hardware, either to or from Heartland Services. The maximum value of any covered hardware repair or replacement is \$3,000.00. Repair or replacement is at the sole discretion of Heartland Services, Inc. Software and non-Panasonic hardware accessories are not covered under this program. A decline of this coverage program results in the customer taking full responsibility of any damage or loss while unit is in transit.

Labor and replaced parts are warranted for thirty (30) days. This warranty covers failures due only to defects in materials or workmanship that occur during normal use. *Warranty excludes customer abuse* Heartland Services, Inc. makes no warranties, express or implied, with respect to the software programs used or its medium. Heartland will not be responsible for any loss of data.

Returns are subject to a 15% restocking fee. All sales final after 30 days.

Printed Date:

11/28/2006

THANK YOU FOR YOUR BUSINESS!

Visit our web site at www.heartland.com

Dianne Gianfrancesco

[illegible]

Denise Flores

VISA

Statement Date: 2/04/07 - JANUARY 07 Charges

CARDHOLDER	DEPARTMENT	VENDOR	CHARGE	S/B	DISCREPENCY	ACTION TAKEN
Mark Estoch	02461-HCFR	Lowe's	5.68	5.33	0.35 tax	3/30/07-email to K.C.
Alice Gura	01101-Co Admin	Walmart (food Purchase) Apex " Mallie Kyla's "	51.26 25.50 492.25		Missing Documentation for workshop	3/30/07-email to A.G. (Rcv'd documentation)
Pam Harris	32056-EM Grant	Dell Marketing	116.60	109.79	6.81 tax	3/2/07-email to S. Anderson
Calvin Hatcher	02151-SHFD	Tampa Armature Works	739.00	690.65	48.35 tax	Tax credit forthcoming

Outstanding Visa issue's log

NILDA MORALES

Dept No	Dept	Card Holder	Vendor	Amount	Issue	Action Taken
			<u>Jan 2007</u>			
07601	Solid Waste	Kimberly Trend	Northern Safety Co	31.82	Sale tax charged of \$1.95	Requested cre
04451	Parks	Don Pace	Apex Office Product	58.40	Duplicate invoice	E-mail to Charlene E
02281	HCFR	Roy Powers	A-1 Mower	7.80	Tax	E-mail Jill All
02281	HCFR	Richard Tincher	Wal-Mart	.27	Tax	E-mail B Rog
01421	Animal Control	Brenda Rogers	Wal-Mart	7.44	Men Wallet	E-mail B Rog
02811	Tourist	Sue Rupe	Hess	25.82	Loss Receipt	E-mail Sue Ru OK rec'd 4/4



**KAREN NICOLAI
CLERK OF CIRCUIT COURT
FINANCE DEPARTMENT**

20 N Main Street, Room 231 Brooksville, FL 34601

TO: Board of County Commissioners, Correspondence to Note
FROM: Amy Gillis, Finance Director
DATE: April 12, 2007
SUBJECT: Purchasing Policy Exceptions - March

RECEIVED COMM.
BOARD OF COUNTY
HERNANDO COUNTY
2007 APR 12 PM 2:42

The following purchasing policy exceptions took place in the month of March. In accordance with the request by the Board, the attached disbursement requests were returned to the originating department heads, reviewed by them, and forwarded to the County Administrator for approval for payment. Upon completion of this process, and after final review by the Finance Department, the disbursement requests were processed for payment. Additionally, Purchasing Card violations discovered during the monthly audit process are included as separate schedules.

<u>Vendor</u>	<u>Exception</u>	<u>Amount</u>	<u>Department</u>
RM Johnson Co., Inc.	No Purchase Order Issued	\$ 213.05	Utilities - Solid Waste
BellData	No Purchase Order Issued	\$ 45.00	Health & Human Svs.
Heartland Services	Over \$1000 PCard limit	\$1,141.60	H.C. Fire Rescue

Attachments

pc: Karen Nicolai, Clerk of Circuit Court
Gary Kuhl, County Administrator
Frances Pioszak, Asst. Finance Director

CTN 1

PURCHASING POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR David Horne
DEPARTMENT: Acad

FROM: NAME: Dianne Granfrancesco
FINANCE - ACCOUNTS PAYABLE
VENDOR: RM Johnson Co. Inc.
DATE RETURNED: 2/23/07

PC: Amy Gillis

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

No PO issued

To process this disbursement, the request must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): Joseph Kuhl
DATE: 2-27-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR: [Signature]
DATE: 3/6/07

01 23'02

paid 3/9/07

HERNANDO COUNTY UTILITIES DEPARTMENT
SOLID WASTE AND RECYCLING
VOUCHER TO BE PAID

Payee: RM Johnson Co., Inc.
P.O. Box "J"
Annandale, MN 55302-0110

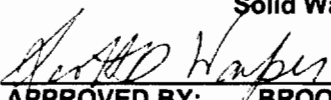
<u>DATE</u>	<u>DESCRIPTION</u>	<u>ACCOUNT TITLE</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
12/15/2006	21920	Repair/Maint-Equipment	07601 5304603	\$213.05

TOTAL **\$213.05**

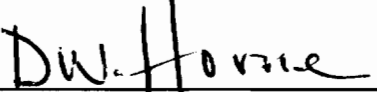
NOTES: Pin and nuts for repairs to equipment.

Company does not take visa.


PREPARED BY: KIM TRENT,
Accounting Technician II
Solid Waste & Recycling


APPROVED BY: BROOKS AHRENS,
Finance Coordinator
Solid Waste & Recycling

APPROVED FOR PAYMENT:


DAVID HORNE, ASSISTANT UTILITIES DIRECTOR

DATE: 2/8/07

2007 FEB 12 PM 3:04
RECEIVED
KAREN NICOLA CLERK
HERNANDO COUNTY FL.

RM JOHNSON CO., INC.
PO BOX "J"
890 NORWAY DRIVE
ANNANDALE MN 55302-0110

Invoice File

<< I N V O I C E >>

(320) 274-3594

Fax: (320) 274-3859

Invoice No Invoice Date Page
00021920 12/15/2006 1

SOLD TO:

WASTFL
HERNANDO COUNTY
WASTE MANAGEMENT DIVISION
UTILITIES DEPARTMENT
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

SHIP TO:

HERNANDO COUNTY
WASTE MANAGEMENT DIVISION
UTILITIES DEPARTMENT
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

Total Due: 213.05

SLS	Due Date	Disc Due	Order No	Order Date	Ship Date	Ship No
LRD	12/15/2006		00003397	12/15/2006	000003	

Terms	Customer PO Number	Ship Via
NET RECEIPT		DROP SHIP RED

Item/Description	TC	UOM	Ordered	Shipped	Unit Price	Extension
PIN	00	EA	1.0000	1.0000	112.5600	112.56

660268

	00	EA	1.0000	1.0000	5.6300	5.63

NUT
365208

APPROVAL _____

PO# _____

ACCT# _____

(2)

THANK YOU FOR YOUR ORDER! Please Make Check To: RM JOHNSON CO., INC.

Subtotal : 118.19

Taxable	Nontaxable	Freight	Sales Tax	Misc Charge	Total
.00	118.19	94.86	.00	.00	213.05

pd. 3/23/07

PURCHASING POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR Jean Rags
DEPARTMENT: Health & Human Services

FROM: NAME: Denise Flores
FINANCE - ACCOUNTS PAYABLE
VENDOR: BellData
DATE RETURNED: 03/20/07

PC: Amy Gillis

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Purchasing criteria has not been met. Payment should have been processed on a Purchase Order.

To process this disbursement, the request must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee):

DATE: 3-26-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR

DATE: 3/29/07

01/23/02

2007 MAR 26 PM 2:43

RECEIVED
COUNTY CLERK
HERRING COUNTY, FL

From: Donna Smith
To: Denise Flores
Date: 3/19/2007 2:34:52 PM
Subject: BellData Invoice

Denise,

Bell Data Systems, Inc. is the developer of our Agency Information Management System (AIMS) that we use to document client contacts for all programs. The service provided was a telephone consultation and on-line assistance to resolve a couple of software issues. This service is not needed very often and the Vendor no longer accepts credit cards. The Purchasing Department will not prepare a purchase order after the date of service.

Thank You :-> Donna K Smith
Health & Human Services Specialist
Hernando County Government
(352) 540-4338
dksmith@co.hernando.fl.us

The information contained in this facsimile is intended for the personal and confidential use of the designated recipient(s) named herein. The message may contain information that is exempt from disclosure under Chapter 119, Florida's Public Records Act and/or The Health Insurance Portability and Accountability Act. If the reader of this message is not the intended recipient(s), you are hereby notified that you have received this transmission in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify the sender in this office immediately at (352) 540-4338, and then return the original message to us at the above-mentioned address via U.S. Mail. Recipient will be promptly reimbursed for any postage or any other expense associated with the return of this document. Thank you for your anticipated cooperation.

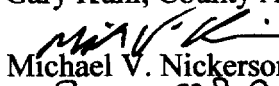
CC: Jean Rags

2017年11月3日

HERNANDO COUNTY FIRE RESCUE DISTRICT

60 Veterans Ave.
Brooksville, Fl. 34601

To: Gary Kuhl, County Administrator

From:  Michael V. Nickerson, Fire Chief / Director
 Larry N. Nickerson, Asst. Chief - Admin.

Date: February 1, 2007

Subj: Purchasing card Policy Exception Form Response

I spoke to Rick Spears about this purchase and he said he did not order these items during the same phone call but he did order them the same day. Rick said, he ordered the items on the day they were authorized, but the orders were apparently placed on the same invoice. I spoke with Christian from Heartland and they advised me that it is their common practice is if when they run a credit card and it does not go thru they split the purchase and run it again. By Heartland doing this it appears as though Rick had attempted to go over his daily and transaction limit of his county VISA card. Rick failed to confirm the total price prior to ending his conversation with heartland, which is a mistake that he has assured me will not occur again. He ordered the items and thought he was under his limit.

This occurrence is isolated to one transaction and he has been using his VISA on a regular basis for the purchase of computer hardware. It has been discussed with this employee and he has assured me that he will be more attentive to the final dollar amount that will be placed on his VISA.

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 FEB 16 AM 9:36

**Bank of America
Corporate Purchasing Card
Cardholder Activity**

Statement Date	12-04-06	This is Not a Bill
Credit Limit	\$5,000	Do Not Pay
Cash Limit	\$0	
Days in Billing Cycle	30	Total Activity \$1,955.55

RICHARD SPEARS II
HERNANDO COUNTY BOCC

Card Account Number:
4715 2900 0473 7594

Page 1 of 1

CARDHOLDER ACTIVITY

Post Date	Tran Date	Reference Number	Transactions	MCC	Charge	Credit
11-13	11-10	24761976314521950100061	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 70.72	
11-14	11-12	24427336317050000453742	FLYING J SAN ANTONIO FL	5542	✓ 14.84	
11-20	11-18	24761976322521928080064	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 25.97	
11-20	11-18	24761976322521928090063	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 24.49	
11-22	11-21	24761976325521957340063	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 22.93	
11-22	11-21	24761976325521957370060	CIRCLE K 05937 Q04 WEBSTER FL	5542	✓ 25.00	
11-29	11-28	24707806332980002864583	Heartland Services 913-685-8855 KS	5045	✓ 402.00	
11-29	11-28	24707806332980002864542	Heartland Services 913-685-8855 KS	5045	✓ 239.60	
12-04	12-01	24675506335525400870038	NEW HORIZONS CLC TAMPA TAMPA FL	8299	550.00	

Customer Service
1.888.449.2273, 24 hours

Outside the U.S.
1.602.597.4438, 24 hours

For Lost or Stolen Card:
1.888.449.2273, 24 hours

Send Billing Inquiries to:
BANK OF AMERICA
PO BOX 2463
SPOKANE WA 99210-2463

APPROVAL _____

PO# _____

ACCT# _____

Account Summary

Previous Balance	\$0.00
Credits	- \$0.00
Cash	+ \$0.00
Purchases	+ \$1,955.55
Other Debits	+ \$0.00
Overlimit Fees	+ \$0.00
Cash Fees	+ \$0.00
Other Fees	+ \$0.00
Total Activity	= \$1,955.55

Please see the reverse side for information about your account.

Corporate Purchasing Card

Account No. 4715 2900 0473 7594
Total Activity \$1,955.55

Cardholder Signature _____

Date _____

Manager Signature _____

Date _____

N001909

RICHARD SPEARS II
HERNANDO COUNTY BOCC
20 N MAIN ST. RM 265
ATTN DARLENE LOLLIE
BROOKSVILLE FL 34601-2817

47152900047375940000000000000000

154999001100050004737594

RECEIVED
CENTRAL PURCHASING

06 DEC 11 PM 12:

See envelope



Please Pay From This

Panasonic**INVOICE**

Billing Acct. # 9-22023226
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 HERNANDO COUNTY FLORIDA FD
 6350 BILTMORE AVE

WEBSTER, FL 33597

Shipping Address

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 Leawood, KS 66224
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 LEAWOOD KS 66224-4536
 913-685-8855

Phone Order

ID: 1234
 Merchant: 240005355
 11/28/06
 AVS Code: N
 Cust #: 922023226

PURCH

XXXXXXXXXX7594H

Code: H

Code: 045824

Invoice: 130035

#: 476107

it: \$ 739.60
 it: \$ 0.00
 it: \$ 739.60

Customer Copy
 THANK YOU

batteries

just
 Thank You

* This charge applies even if you choose not to repair the unit.

** Kansas customers must pay sales tax on all charges.

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Returns are subject to a 15% restocking fee. All sales final after 30 days.

Printed Date:

11/28/2006

THANK YOU FOR YOUR BUSINESS!Visit our web site at www.heartland.com

Dianne Gianfrancesco

[illegible]

Denise Flores

VISA

Statement Date: 2/04/07 - JANUARY 07 Charges

CARDHOLDER	DEPARTMENT	VENDOR	CHARGE	S/B	DISCREPENCY	ACTION TAKEN
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Alice Gura	01101-Co Admin	Walmart (food Purchase) Apex " Mallie Kyla's "	51.26 25.50 492.25		Missing Documentation for workshop	3/30/07-email to A.G. (Rcv'd documentation)
Pam Harris	32056-EM Grant	Dell Marketing	116.60	109.79	6.81 tax	3/2/07-email to S. Anderson
Calvin Hatcher	02151-SHFD	Tampa Armature Works	739.00	690.65	48.35 tax	Tax credit forthcoming

Outstanding Visa issue's log

NILDA MORALES

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			<u>Jan 2007</u>			
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02281	HCFR	Richard Tincher	Wal-Mart	.27	Tax	E-mail B Rog
01421	Animal Control	Brenda Rogers	Wal-Mart	7.44	Men Wallet	E-mail B Rog
02811	Tourist	Sue Rupe	Hess	25.82	Loss Receipt	E-mail Sue Ru OK rec'd 4/4

Killarney Community Development District

210 N. University Drive, Suite 800 Coral Springs, Florida 33071 Ph: 954-753-5841 Fax: 954-796-0623

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 16 PM 3:47

Date: March 22, 2007

Memo to: Gary Adams
Hernando County Administrator
Government Center—Rm. 461
20 North Main Street
Brooksville, FL 34601

From: Sandra H. Demarco
District Recording Secretary

RE: Minutes of Meeting Held on December 11, 2006 Approved at the
February 5, 2007 Meeting

Enclosed are the minutes of the meeting of the Board of Supervisors of the Killarney Community Development District as referenced above. Please keep them on file for public access.

Feel free to contact me at (954) 753-5841 if you have any questions. Thank you.

sd

Enc.

cc: Mark Straley
Straley, Robin & Williams
100 E. Madison Street #300
Tampa, Florida 33602

Grau & Associates
2700 N. Military Trail
Suite 350
Boca Raton, Florida 33431

CTN 2

**MINUTES OF MEETING
KILLARNEY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Killarney Community Development District was held on Monday, December 11, 2006 at 9:05 a.m. at the Killarney Recreation Center, 14143 Sweet Shrub Court, Brooksville, Florida.

Present and constituting a quorum were:

John Buehler	Chairman
Betty Valenti	Vice Chairperson
Wayne Ransom	Assistant Secretary
Richard Dombrowski	Assistant Secretary
Ralph Sevelius	Assistant Secretary

Also present were:

John Ricciardi	Manager
Tracy Robin	Attorney (Via Telephone)
Sandra Manuelle	Clubhouse Manager
Lynn Jackson	Severn Trent Services
Claudia Gonzales	Resident
Mario Gonzales	Resident
Kelly Vargas	Resident

FIRST ORDER OF BUSINESS

Roll Call

Mr. Ricciardi called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

**Organizational Matters – Oath of Office
of Newly Appointed Supervisor**

Mr. Ricciardi stated Mr. Sevelius is not here. I will try to get in touch with him so he completes the Oath of Office and comes to a meeting.

THIRD ORDER OF BUSINESS

**Acceptance of the Minutes of the October
9, 2006 Audit Committee Meeting and
Approval of the Minutes of the October 9,
2006 Regular Meeting**

Mr. Ricciardi stated each Board member received a copy of the minutes of the October 9, 2006 Audit Committee meeting as well as the regular meeting and requested any corrections, additions or deletions.

On MOTION by Ms. Valenti seconded by Mr. Buehler with all in favor the minutes of the October 9, 2006 Audit Committee meeting were accepted.

Ms. Valenti stated I found a couple of corrections in the minutes of the regular meeting. In the middle of the page it should state, "Mr. Buehler stated if it works properly, it cannot close on you." On page six, it should be "William Ryan" instead of "Wayne Ryan". In the third paragraph from the bottom of page nine, it should be "Rampart Properties". The last sentence of the same paragraph should state, "They will continue to coordinate the administering of the gate clickers because they have the software for programming the gate." On page 14, the second paragraph, remove "we are" and replace it with "that has" in the first sentence. Three paragraphs below it, the word "weaning" should be "weeding".

On MOTION by Mr. Buehler seconded by Mr. Ransom with all in favor the minutes of the October 9, 2006 meeting were approved as amended.

FOURTH ORDER OF BUSINESS

Manager's Report - Consideration of Engagement Letter with Grau & Associates to Perform Financial Audit for Fiscal Year 2006

Mr. Ricciardi stated if you look in your Board package there is an engagement letter from Grau and Associates. In the second paragraph of the last page, they indicate their fee will not exceed \$6,000 for the September 30, 2006 audit. We put \$8,550 in the budget. This is under budget and we recommend you authorize the Chairman to sign the engagement letter with Grau & Associates.

On MOTION by Mr. Dombrowski seconded by Mr. Ransom with all in favor the Chairman was authorized to sign the engagement letter with Grau & Associates to perform the financial audit for fiscal year 2006.

Mr. Ricciardi stated there was a question regarding the possibility of changing the name of the District.

Mr. Robin stated I called the assistant county attorney regarding this issue. They view it as a routine matter. They require a letter of request to the county attorney in order to accomplish

this. They believe any costs associated will be minimal. It can be handled by amending the ordinance to change the name of the District.

Mr. Buehler asked can you write this letter for us?

Mr. Robin responded yes. We anticipate doing it with direction from the Board.

Mr. Ricciardi stated we brought this up due to ongoing confusion with the residents and possibly with future buyers. This is technically the Killarney CDD because it was the original name; however, everyone knows it by Spring Ridge. According to Mr. Robin it is a simple task. We will need a letter signed by the Chairman and it will go to the county. There will be some legal issues to go through, but the cost will be minimal. There will be attorney fees. From the management company's point of view, we recommend you do this.

Mr. Robin stated we should consider adopting a resolution to change the name of the District so we have something to give the county. It will give us something tangible to send to the county.

Mr. Ricciardi stated the Board needs to pass a motion approving the name change. We then need to pass a motion authorizing the Chairman to sign a resolution requesting a name change. We will get the signed resolution to Mr. Tracy so he can send it to the county with a letter.

On MOTION by Mr. Ransom seconded by Mr. Dombrowski with all in favor staff was authorized to proceed with the District name change formalities.

On MOTION by Mr. Dombrowski seconded by Mr. Buehler with all in favor the Chairman was authorized to sign a resolution requesting a name change from the Killarney CDD to the Spring Ridge CDD.

Mr. Ricciardi stated there was a concern with the gates at the last meeting. Do you want to speak to all the gate questions?

Ms. Manuelle responded we met with American Access on October 19, 2006. We asked all the questions, which were brought up at the last meeting. He said it is possible the electric towers interfere with the functioning of the gates, but it should not be an issue. We asked him if the programming needs to be reset after a certain number of vehicles pass through the gates using the sensor to open it. He said that is false. We asked him why sometimes at night the gate to

leave the community remains open and he said there may be several reasons. Vehicles may be striking the gate when it is opening too slowly. It is almost always human error. The last thing I asked him was what causes the transmitters not to work. It can be programming errors. Other reasons can be the batteries or the metal in cars.

Mr. Ricciardi stated we came onsite with the representatives of the access controls and went over the gate situation. They taught Ms. Manuelle how to reset the gate if it malfunctions. Have we had any problems since then?

Ms. Manuelle responded there was one complaint, but I was not made aware of it. The gate company came here and there was nothing wrong with the gate.

Ms. Vargas stated the other day I came back at night. There was a car trying to open the gate from the exit side. That should not happen. You should have a camera to record what cars are trying to open the gate. It affects the functionality.

Mr. Ricciardi asked were they leaving the community?

Ms. Vargas responded they were trying to get into the community through the exit and they were trying to open the gate with the car.

Mr. Buehler stated I suggest we look into what it will cost.

Mr. Ricciardi stated we looked into installing a camera. I contacted a company, which recently installed a camera at Tampa Palms CDD. Ms. Manuelle took photographs of the gate area and I sent them to him. He was hoping to give me an estimate by today, but he did not. We just got an estimate for Heritage Harbor CDD. They are doing two entrances, which are a similar set up to what you have. The estimate there was \$15,000 for the two entrances. Since we only have one entrance, I estimate it will be approximately \$7,000 to \$8,000. It will include the cameras as well as any communication equipment you will need. You will probably communicate from the gate down to the clubhouse where we can have the recording equipment.

Mr. Buehler asked is there an extra cost for recording equipment?

Mr. Ricciardi responded we can hopefully do it through the computer. In most of the set ups we are currently doing, you bring it through a website onto the computer.

Mr. Buehler stated it stores on a website.

Mr. Ricciardi stated that is correct. It can be more.

Mr. Ransom stated I know we have stationary locations on the entrance gate to see tag numbers. Do you know where they will place a camera to view tag numbers on the exit gate?

Mr. Ricciardi responded what they normally do on the exit gates is position the camera for the purpose of seeing the license plates.

Mr. Buehler asked if it is on the web, is it accessible to the homeowners?

Mr. Ricciardi responded no. It is accessible to whomever the Board wants it to be accessible to. It is like any website where you have a log in ID. If the Board wants to pursue this, they will need to come out and do a site survey in order to give us a formal proposal. Ms. Manuelle and I can work on it and have it for you at the next meeting.

Mr. Buehler stated I suggest you look into it.

Mr. Ricciardi stated I would like to get two quotes if possible. Do you have any companies you work with? The company we use at Tampa Palms CDD is a good company. They stand behind their equipment and we like working with them.

Ms. Valenti asked which company do you use?

Mr. Ricciardi responded I believe it is called Knight's Security.

Ms. Valenti stated I do know another company. I can get the information to you so we can get a second quote.

There was Board Consensus to get proposals for cameras at the entrance gate.

Mr. Ricciardi asked is the security system in the clubhouse repaired?

Ms. Manuelle responded yes.

Mr. Ricciardi stated one of the things the Board wanted us to look at was the notion of the roads and the ownership of the roads within the community. I contacted Mr. Nixon from the county. I spoke with Mr. Sutton who is the assistant county engineer as well as Mr. Carpenter. I also spoke with Mr. Olsen, our District engineer, regarding the ownership of the roads.

The way the plats are filed with the county, the roads are owned and to be maintained by the CDD. They are not dedicated to the county. At this point, the CDD owns these roads and is responsible for maintenance once they are out of the warranty period. If this is the case and we cannot turn them over to the county, we will need to begin building a road reserve.

Mr. Buehler stated at that point the gates can be permanently shut.

Mr. Robin stated they cannot be permanently shut because they were constructed with tax exempt bonds. As long as the bonds exist the roads have to be accessible to the public or you jeopardize the tax exempt status of the bonds.

Mr. Ricciardi stated there was some confusion initially that the roads would be dedicated to the county. It was not done on the plat. I do not know where it got lost in translation. It will

be at least fifteen years before any work is needed on the roads. Do you want to discuss the tot lot?

Ms. Manuelle responded yes. I met with a representative from Wow Playgrounds. He came out to the site to help me pick out which playgrounds will best fit the parking lot area. There is a price range between \$8,800, for a capacity of 26 children and 8 activities, to \$15,800 for a capacity of 37 children and 13 activities. This is for materials only. Additional costs will be to level the ground. Freight will be approximately \$1,000 to \$1,500. Installation is approximately 35% of the actual costs of materials. The playground safe mulch will be an additional \$1.50 to \$2.00 a square foot. A border to keep the mulch in, a fence and accessories such as a trash bin or a bench will be extra.

Mr. Buehler asked does this include any shade?

Ms. Manuelle responded every playground I looked at in the catalogue has shade built on to it.

Mr. Ricciardi stated Playtime is another company we use at many of our properties. They are made of a reinforced plastic composite material, which holds up well in the Florida sun. They are made from materials, which do not corrode.

Ms. Valenti asked can it be installed so you can add to it on a later date?

Ms. Manuelle responded I do not believe so. They have separate pieces in the catalogue you can buy.

Mr. Ricciardi stated I spoke to Mr. Olsen in terms of his best suggestion of where to put a playground and if we will have any permitting problems. He suggested the temporary parking area where the models are will be an ideal place to put a playground. We also looked at the possibility of a basketball court.

Ms. Manuelle stated this is a handout of a basketball hoop we found online. I found a handyman who will install it for \$15 an hour. That is to install it in the ground in the parking lot. We will not have a court. We have to decide if we want a court and how safe it is to just install a hoop.

Mr. Ricciardi stated the engineer indicated the number of parking spaces we have needs to stay because it was built according to code. He does not see a problem with erecting a basketball hoop adjacent to the parking area and letting the kids use the parking area as long as you do not re-stripe and delineate specific basketball areas. In looking at the parking lot area it is sloped because of drainage. It is not ideal for putting in a basketball hoop in our opinion. We

suggest putting in a basketball half court or quarter court at one end of the tot lot when we get it. From a liability point of view I would rather have it away from the parking lot area where cars will be driving. I do not know if the Board wants to entertain this at the moment. A playground will cost anywhere from \$10,000 to \$30,000. A basketball hoop with a concrete half court runs approximately \$5 a square foot with a slide. He does not think there will be an issue with SFWMD.

Mr. Buehler asked if we do all of this, what will it do in regards to the assessments? Is there enough in the reserves? What is the effect of doing this?

Mr. Ricciardi responded you have a cash balance of approximately \$103,000. There is some money so you can do a tot lot and still have a cushion. You have funds in your construction account, but it is being put in a reserve pending what happens at the front entrance.

Mr. Buehler stated we do not need to look at that money at the moment, but the \$103,000 needs to be looked at for a road reserve. My concern is to make sure the assessment levels do not go up too high.

Mr. Ricciardi stated communities like this have playgrounds. A tot lot for \$15,000 to \$20,000 may be a good investment. It is a good plan to reserve the bulk of the money and restrict it.

Mr. Buehler stated I want to make sure we do a good job of keeping the assessment levels down. If the residents want a tot lot and they do not mind paying a little more, we can do it.

Mr. Ricciardi stated we can build it into next year's budget. How long do we need to keep the temporary parking lot?

Mr. Buehler responded the parking spaces are for the models. As the models go away, the parking lot can go away as well.

Mr. Ricciardi stated at that time we can put in a tot lot.

Mr. Dombrowski stated they offer big shade fabric, which we will need a reserve to replace at some point. We should use the lightest color offered; otherwise, kids will never be able to use it because of the sun.

Ms. Manuelle stated the fabric shade is great, but it has to be taken off for hurricanes of 150 to 170 mph.

The record will reflect Mr. Sevelius joined the meeting.

SECOND ORDER OF BUSINESS

**Organizational Matters – Oath of Office
of Newly Appointed Supervisor
(Continued)**

Mr. Ricciardi being a Notary Public of the State of Florida administered the Oath of Office to Mr. Ralph Sevelius and a copy of the signed oath is attached hereto and made a part of the public record.

Mr. Ricciardi presented Mr. Sevelius with the Form 1 Financial Statement to be filed with the Supervisor of Elections in the county in which he resides as well as the guide to the Sunshine Law.

Mr. Ricciardi stated anytime we add a new member to the Board we have the opportunity to reconstitute the officer structure. Currently Mr. Buehler is Chairman, Ms. Valenti is Vice Chairperson and Mr. Ransom is Assistant Secretary. We need to appoint Mr. Dombrowski as Assistant Secretary. If the Board would like to retain this officer structure we can do so. We will need a motion to retain the officer structure and appoint Mr. Dombrowski as well as Mr. Sevelius as Assistant Secretaries so they are covered under officer liability.

On MOTION by Mr. Dombrowski seconded by Mr. Buehler with all in favor the current officer structure will be retained and Mr. Dombrowski as well as Mr. Sevelius were appointed Assistant Secretaries.

FOURTH ORDER OF BUSINESS

Manager's Report - Continued

Mr. Ricciardi stated I have a couple of informational items. We were fined by the county for trash. We received a check from Windward Homes for half of the fine. Mr. Dombrowski indicated William Ryan Homes will participate with their share. We appreciate your support. Mr. Ransom was working with the county trying to get them to let us know the next time before they administer a fine so we have the opportunity to clean it up.

I raised a concern with the sidewalk being a safety hazard. There are houses on either side of here and there was a steep drop off between that area. It needed to be rectified and it has been. I appreciate it.

At the last meeting I mentioned one of the residents filed a claim with the District's insurance company for damage to their vehicle at the front gate. I have been verbally informed by the insurance company they are denying the claim. This is when the gates were

malfunctioning. He did not hit the gate. He hit the curb to the right of the gate and as a result the insurance is maintaining speed may have been a factor. There was \$800 damage to his vehicle.

In the financials you will see charges from Severn Trent Services for field management services. It will be credited back to the District. Those were fees, which were supposed to be paid to Rampart Properties when they were doing it. Our offices thought it was a Severn Trent Services charge. They will be reimbursing the District for it. We cancelled the contract with Rampart Properties and Ms. Manuelle is handling the field management work now.

We received an email from Mr. Olsen regarding the required southern buffer for Spring Ridge. Would someone like to speak about it?

Mr. Ransom responded the agreement with Brook Ridge Community for a bugger was to install a fence, but instead they require a buffer. It was presented before the county and they approved it. They have the paperwork in their records. It has been rectified.

Mr. Buehler stated Brook Ridge asked for a six foot tall fence instead of what was in the development orders. The agreement was we would put in a six foot tall chain link fence all around in lieu of the buffer. It was agreed upon by Brook Ridge and the county.

Mr. Ricciardi stated at this point it is not an issue.

FIFTH ORDER OF BUSINESS

Attorney's Report

There being no report, the next item followed.

SIXTH ORDER OF BUSINESS

Engineer's Report

There not being any, the next item followed.

SEVENTH ORDER OF BUSINESS

Property Manager

There being no report, the next item followed.

EIGHTH ORDER OF BUSINESS

Clubhouse Manager

Ms. Manuelle stated there will be a holiday party here on December 17, 2006 for the residents. I am also having a craft day for the children. I am still waiting to here back on what kind of activities the community will like. Complaints have dropped significantly since the last Board meeting. I received a couple regarding fitness room equipment. They are stating it is not for commercial use. The other complaint is the time of the Board meeting because most people work and cannot make it.

Mr. Buehler asked are we supposed to have one after 5:00 p.m. a year?

Mr. Ricciardi responded CDDs are not required to have evening meetings. HOAs may be required to have one evening meeting, but not CDDs. The Board may want to have the budget

public hearing at night so we can ensure the residents participate in the budget planning for the next budget cycle. You are certainly welcome to go to evening meetings if you would like to, but you are not required to.

Mr. Buehler asked at what time is the holiday party?

Ms. Manuelle responded it is from 4:00 p.m. to 7:00 p.m.

Mr. Ransom asked was it based on any requests?

Ms. Manuelle responded yes. The residents requested it. It is like a pot luck dinner. They ask the builders to donate food as well.

Mr. Ransom asked are people using the facility?

Ms. Manuelle responded yes. The fitness room gets used. The pool was being used in the summer. We had our first birthday party.

Mr. Ransom asked were there any issues?

Ms. Manuelle responded no. They were great.

Mr. Ricciardi stated having Ms. Manuelle onsite is a positive thing from a developer point of view as well as a resident point of view. It was a great decision from the Board and Ms. Manuelle is great to work with.

Mr. Dombrowski asked will you be opposed to the developers inviting prospective buyers to the holiday party?

Ms. Manuelle responded no. They can come to the party. They were interested in having an open house at the clubhouse.

Mr. Ricciardi asked is there a fee for the holiday party?

Ms. Manuelle responded no. I changed my hours so I can be here. I am charging \$3.50 per child for the craft party and it is just to cover the supplies.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Valenti stated I noticed we need ant treatment around the recreation center area.

Ms. Manuelle stated I have a pest control company, which sprayed.

Ms. Valenti stated this is for outside. There is a granular product, which lasts a year. It is expensive to do, but based on the longevity of the chemical it is worth it.

Ms. Manuelle stated he told me the stone around the pool brings ants.

Ms. Valenti stated when we are ready to mulch on the embankment I suggest we use pine needles. It will not move as much. We are going to get needles with the Pine Trees there anyway. It will be a better investment.

TENTH ORDER OF BUSINESS

Audience Comments

A resident stated it is an issue going to the post office to get the mail.

Ms. Manuelle stated the only thing you can do is write your local congressman because it is out of our hands. I spoke with the postmaster and so has Mr. Ransom.

A resident stated we did too. They said the builders have the solution. Nothing is being done on either side.

Ms. Manuelle stated the solution they are referring to is putting temporary mailboxes outside and the cost will be approximately \$80 per mailbox. It would end up being a cost of \$17,000 to \$20,000 for temporary mailboxes.

Ms. Valenti stated I received a call from a resident last week. He talked with the postmaster and the postmaster was considering allowing us to have phase delivery. I was going to mark up a site plan and send it to the post office. We are looking at having from the clubhouse back and the first street up to the construction trailer as the first phase and everything else as the second phase. We will hopefully be able to get delivery on this end of the community. It is something the postmaster said he would look at. We are talking about it, but it does not mean it is going to happen. He might look at the map and say it will not work.

Mr. Buehler stated once you establish a temporary mailbox they become part of the property of the US Government. Removing them at some point to get mail delivered throughout the community will be a question mark as well. If we install these temporary mailboxes, the postmaster may decide they like it better that way.

Ms. Valenti stated I met with the postmaster last Friday for the 354 area. I was informed the post office is no longer going to allow individual mailboxes. All communities will have a postal unit holding mail for 16 homes. The problem is a homeowner will have it in front of their house. If not, you have to build an area designed just for the mail. This is one of the final communities, which will have mail delivery as it is set up. You have it better than others.

ELEVENTH ORDER OF BUSINESS

Approval of Financials

Mr. Ransom stated the cost of issuance under the Series 2004 capital shows as \$13,714. I am not sure what this is.

Mr. Ricciardi stated I do not know. I will find out and email it to the Board.

On MOTION by Mr. Buehler seconded by Mr. Dombrowski with all in favor the financials dated October 31, 2006 were approved.

FIFTH ORDER OF BUSINESS

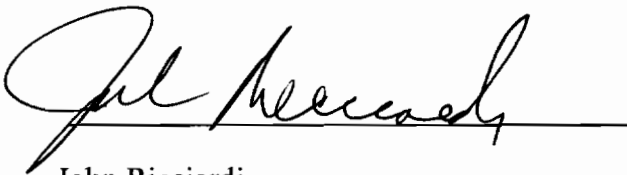
Adjournment

Mr. Ricciardi stated I have one request of the Board. The next meeting is scheduled for February 12, 2007. I would like to see if the Board will consider moving it to Monday, February 5, 2007 or Monday, February 19, 2007 at the same time.

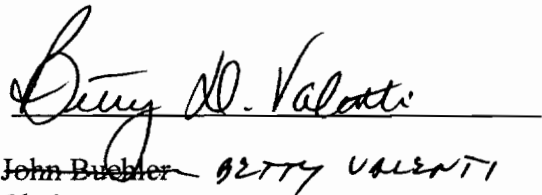
There was Board consensus to move all future meetings to the first Monday of the month, bi-monthly, at 9:00 a.m. beginning February 5, 2007 and to notice the meetings accordingly.

There being no further business,

On MOTION by Mr. Buehler seconded by Ms. Valenti with all in favor the meeting was adjourned.



John Ricciardi
Secretary



~~John Buehler~~ Betty Valenti
Vice Chairman

**AGENDA
KILLARNEY
COMMUNITY DEVELOPMENT DISTRICT**

Monday
December 11, 2006
9:00 a.m.

Killarney Recreation Center
14143 Sweet Shrub Court
Brooksville, Florida

1. Roll Call
2. Organizational Matters - Oath of Office of Newly Appointed Supervisor
3. Acceptance of the Minutes of the October 9, 2006 Audit Committee Meeting and Approval of the Minutes of the October 9, 2006 Regular Meeting
4. Manager's Report - Consideration of Engagement Letter with Grau & Associates to Perform Financial Audit for Fiscal Year 2006
5. Attorney's Report
6. Engineer's Report
7. Property Manager
8. Clubhouse Manager
9. Supervisor's Requests
10. Audience Comments
11. Approval of Financials
12. Adjournment

Notice of Meeting
Killarney Community Development District

A regular meeting of the Board of Supervisors of the Killarney Community Development District is scheduled for Monday, December 1, 1992, at 9:00 a.m. at Killarney Recreation Center, 14145 S.W. 5th St., Shrub Oak, Brooksville, Florida. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from Severn Trent Services, 210 N. University Drive, Suite 200, Coral Springs, Florida 33071. The meetings may be continued to a date, time and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be a speaker phone. Any person wishing to attend the meeting should be informed of the location and be fully informed of the rules and regulations taking place either in person or by television transmission.

Any person requiring special accommodations at this meeting because of a physical handicap or limitation should contact the District Director at (904) 293-5841 at least three calendar days prior to the meeting.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need an affidavit of the proceedings and that recording of the proceedings may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

John Riccardi
District Manager

(2406 (1002) 5646)

October 19, 2006

Board of Supervisors
Attn: Janice Larned
Killarney Community Development District
210 N. University Drive, Suite 702
Coral Springs, Florida 33071

We are pleased to confirm our understanding of the services we are to provide Killarney Community Development District, Florida, (the "District") for the year ended September 30, 2006. We will audit the financial statements of the governmental activities, each major fund and the remaining nonmajor fund information, if applicable, which collectively comprises the entity's basic financial statements, of Killarney Community Development District as of and for the year ended September 30, 2006. This letter serves to establish the terms and fee for the 2006 audit.

The document we submit to you will include the following supplementary information required by U.S. generally accepted accounting principles that will be subject to certain limited procedures, but will not be audited.

1. Management's discussion and analysis
2. Budgetary comparison schedule for the general fund

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Killarney Community Development District and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report will include a statement that the report is intended solely for the information and use of the management and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will advise you in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As part of the audit, we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

While we will assist in the preparation of the District's financial statements, responsibility for the financial statements and preparation of Management's Discussion and Analysis are the responsibility of the District.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards*

do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that Killarney Community Development District complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Killarney Community Development District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on Killarney Community Development District's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability

Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$6,000 for the September 30, 2006 audit. This agreement may be renewed each year subject to the mutual agreement to all terms, including fees, of both parties. The fee for each annual renewal will be agreed upon separately.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Killarney Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

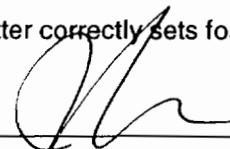
Grau & Associates



Antonio Grau, Jr.

RESPONSE:

This letter correctly sets forth the understanding of Killarney Community Development District.

By: 

Title: KILLARNEY COD, Chairman

Date: 12/11/06

A I C P A
PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Company, P A

*For demonstrating that your firm designed and complied with a system of quality control
for its accounting and auditing practice that met the requirements of the quality control standards
established by the AICPA during the period July 1, 2003 to June 30, 2004.*



The CPA. Never Underestimate The Value.™

A handwritten signature in black ink, appearing to read "Anthony D. Lynn".

Anthony D. Lynn, Chair
AICPA Peer Review Board
2004

RESOLUTION 2007-2

A RESOLUTION AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSION OF HERNANDO COUNTY, FLORIDA TO CHANGE THE NAME OF KILLARNEY COMMUNITY DEVELOPMENT DISTRICT TO SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Killarney Community Development District (the "**District**") was created by Ordinance No. 2000-14 of the County Commission of Hernando County, Florida adopted November 1, 2000 (the "**Ordinance**"); and

WHEREAS, said Ordinance was filed with the Secretary of State upon its adoption; and

WHEREAS, the property described in the Ordinance is set forth in **Exhibit "A"** hereto which is the land currently contained within the District; and

WHEREAS, the District desires to change the name of the Killarney Community Development District to Spring Ridge Community Development District.

WHEREAS, the Board of Supervisors has authority to petition the County Commission of Hernando County to change the name of the District; and

WHEREAS, The Board of Supervisors desires to authorize the filing of a petition and other necessary action to change the name of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Killarney Community Development District this 11TH day of DECEMBER, 2006, as follows:

1. The District hereby authorizes the District's counsel and its other staff to prepare a petition requesting that the County Commission of Hernando County modify the Ordinance by changing the name of the District to Spring Ridge Community Development District.
2. The Chairman of the Board of Supervisors, the District Counsel and other staff are hereby fully authorized to execute and enter into such petitions, applications or other instruments as may be necessary to fully effectuate the intent of this Resolution.
3. The District shall pay any application fees or other costs which are necessary to obtain approval of the County.

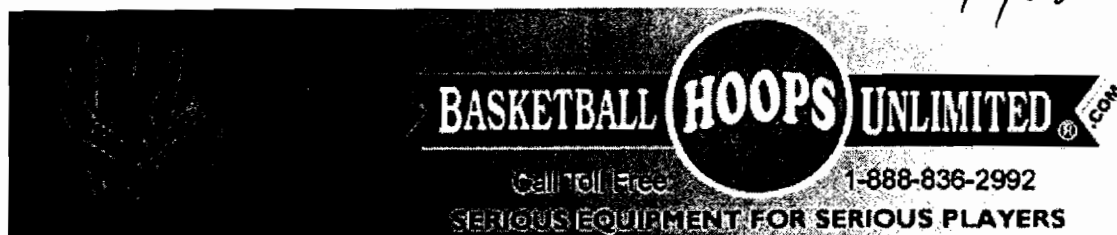
PASSED AND ADOPTED THIS 11TH DAY OF DECEMBER, 2006.



John Brehler
Chairman

John Ricciardi
Assistant Secretary

12/11/06

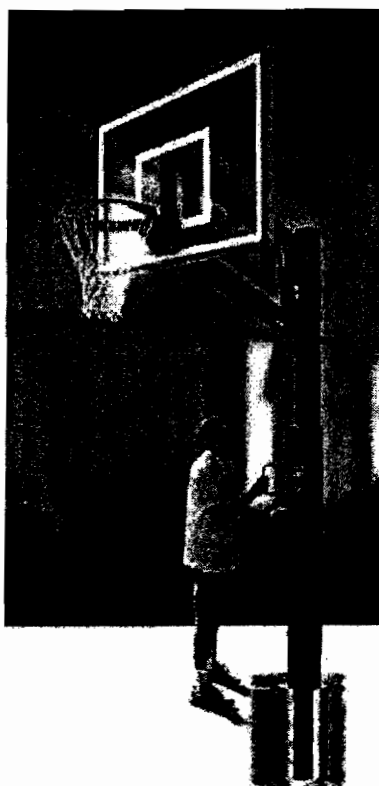


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Adjustable
Fixed Height
Portable
Wall Mount
Roof Mount
Accessories
Containment Netting
On Sale

LOTTERY PICK - Now with Glass or Acrylic Backboard! 2005 "I



Quantity in Basket: none
Code: BA8300-BK
Price: \$1,249.00
Sale: \$989.00

Shipping Weight: 285.00 pounds

Choose Pole System:
Choose Backboard Type:

Quantity: [Add To](#)

ZIP CRANK ADJUSTABLE BASKETBALL SYSTEM by Bison. **NEW for 2006 YC BACKBOARD.** That's right you can now have a tempered glass backboard for this. This is the BEST SYSTEM ON THE MARKET today, shop around and compare your choice of Tempered Glass, Smoked Tempered Glass or 1/2" Thick Acrylic (select 4", 11 gauge square steel pole with your choice of a direct bury pole system or a The direct bury system is designed for a permanent installation and the bolt down system if needed, Zip Crank adjustable extension arm with 30" of safe play area. removable crank handle allowing you to stand on the court while adjusting. The adjustments. Institutional Grade NBA style breakaway goal. INCLUDES thick cushion color is black. This system is a great choice because the Glass Backboard or 1/2" BETTER REBOUND than the 3/8" thick acrylic backboards found on other systems. Backboard or 1/2" Thick Acrylic Backboard for the same cost or less than other systems. institutional grade rim and top of the line backboard options make this system a Lifetime Warranty. INCLUDES FREE SHIPPING AND FREE WILSON NCAA BALL

12/11/06



RESOLVED -

BUILDING INSTALLED NEW SIDEWALK

12/11/06

CREDIT MEMO REQUEST

TO: Melisa H. + Annette M.

DATE: 11-30-06

CUSTOMER KEY: 1-01439

IN THE AMOUNT OF: \$1000.00

CUSTOMER NAME: Killarney CDD

DATED: 10/25/06 + 11/25/06

APPLY #: 2027395 + 2027804

TYPE: _____

REASON: 42700 - 8235

Client billed \$500 for Oct. 2006 + \$500 for Nov. 2006
for Field Mgmt. Services. ST is not providing service +
should not have billed.

ADDITIONAL
INSTRUCTIONS: Apply \$500 to each invoice

REQUESTED BY: Cassandra Cox

DISTRICT MANAGER: [Signature]

APPROVED BY: _____

POSTED: _____

Oath of Office

I, Ralph Sevelius, a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the KILLARNEY Community Development District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the KILLARNEY Community Development District, HERNANDO County, Florida.

Print Name:

Ralph Sevelius

Date

12/11/05

Sworn to (or affirmed) before me this 11 day of December, 2006 by
whose signature appears hereinabove.

Notary Public State of Florida



Robert John Ricciardi
My Commission DD384374
Expires October 21 2008

Print Name

Robert John Ricciardi

My Commission expires

Personally known _____ or produced identification _____

Type of identification _____

Killarney

Community Development District

Financial Statements

Unaudited

October 31, 2006

**KILLARNEY CDD
BALANCE SHEET
OCTOBER 31, 2006**

	GENERAL	SERIES 2004 A/B DEBT	SERIES 2004 CAPITAL	TOTALS
ASSETS	\$	\$	\$	\$
CASH	129,132	-	-	129,132
CASH ON HAND	200	-	-	200
DUE FROM OTHER FUNDS	-	10,681	-	10,681
DUE FROM OTHER GOVERNMENTS	1,298	-	-	1,298
INVESTMENTS:				
CONSTRUCTION FUND	-	-	176,535	176,535
COST OF ISSUANCE	-	-	13,714	13,714
DEFERRED COST	-	5,290	-	5,290
INTEREST ACCOUNT	-	34	-	34
PREPAYMENT ACCOUNT B	-	1,236,710	-	1,236,710
RESERVE FUND A	-	184,900	-	184,900
RESERVE FUND B	-	295,142	-	295,142
REVENUE FUND	-	452,739	-	452,739
TOTAL ASSETS	<u>\$ 130,630</u>	<u>\$ 2,185,496</u>	<u>\$ 190,249</u>	<u>\$ 2,506,375</u>
LIABILITIES & FUND BALANCES				
LIABILITIES	\$	\$	\$	\$
ACCRUED EXPENSES	16,195	-	-	16,195
DUE TO OTHER FUNDS	10,681	-	-	10,681
FUND BALANCES				
RESERVED FOR DEBT SERVICE	-	2,185,496	-	2,185,496
RESERVED FOR CAPITAL PROJECTS	-	-	190,249	190,249
UNRESERVED/UNDESIGNATED	-	-	-	103,753
TOTAL LIABILITIES & FUND BALANCES	<u>\$ 130,629</u>	<u>\$ 2,185,496</u>	<u>\$ 190,249</u>	<u>\$ 2,506,374</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$	\$
REVENUES:					
CARRY FORWARD FUNDS	-	-	22,002	22,002	(22,002)
SPECIAL ASSESSMENTS:					
ON ROLL	-	-	322,811	-	(322,811)
TOTAL REVENUES	<u>-</u>	<u>-</u>	<u>344,813</u>	<u>22,002</u>	<u>(344,813)</u>
EXPENDITURES:					
ADMINISTRATIVE EXPENDITURES:					
PROFESSIONAL SERVICES	Schedule Attached 6,198	6,198	54,899	4,575	48,701
ACCOUNTING AND AUDITING	1,136	1,136	22,177	1,136	21,041
COMMUNICATION	Schedule Attached 370	370	2,500	208	2,130
RENTALS AND LEASES	83	83	1,000	83	917
INSURANCE / RISK MANAGEMENT	4,135	4,135	15,000	3,750	10,865
PRINTING AND BINDING	55	55	2,000	167	1,945
LEGAL ADVERTISING	27	27	2,000	167	1,973
OTHER CURRENT CHARGES	Schedule Attached -	-	26,075	21	26,075
OFFICE EXPENSE	25	25	400	33	375
REGULATORY FILING FEES	175	175	175	175	-
TOTAL ADMINISTRATIVE	<u>12,204</u>	<u>12,204</u>	<u>126,226</u>	<u>10,315</u>	<u>114,022</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
		\$	\$	\$	\$	\$
FIELD EXPENDITURES:						
LANDSCAPE						
CONTRACTUAL SERVICES	Schedule Attached	8,785	8,785	106,000	8,833	97,215
UTILITY SERVICES	Schedule Attached	4,950	4,950	10,300	858	5,350
REPAIRS AND MAINTENANCE	Schedule Attached	-	-	8,500	708	8,500
OTHER CURRENT CHARGES	Schedule Attached	-	-	2,500	208	2,500
TOTAL LANDSCAPE		<u>13,735</u>	<u>13,735</u>	<u>127,300</u>	<u>10,608</u>	<u>113,565</u>
GATEHOUSE						
COMMUNICATION AND SHIPPING	Schedule Attached	-	-	1,200	100	1,200
UTILITY SERVICES	Schedule Attached	-	-	600	50	600
REPAIRS AND MAINTENANCE	Schedule Attached	169	169	1,000	83	831
OTHER CURRENT CHARGES	Schedule Attached	-	-	5,000	417	5,000
TOTAL GATEHOUSE		<u>169</u>	<u>169</u>	<u>7,800</u>	<u>650</u>	<u>7,631</u>
ROAD AND STREET FACILITIES						
REPAIRS AND MAINTENANCE	Schedule Attached	-	-	3,000	250	3,000
TOTAL ROAD AND STREET FACILITIES		<u>-</u>	<u>-</u>	<u>3,000</u>	<u>250</u>	<u>3,000</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
		\$	\$	\$	\$	\$
PARKS AND RECREATION - GENERAL						
PAYROLL	Schedule Attached	2,154	2,154	43,000	3,583	40,846
PAYROLL TAXES	Schedule Attached	165	165	-	-	(165)
CONTRACTUAL SERVICES	Schedule Attached	956	956	8,050	671	7,094
COMMUNICATION AND SHIPPING	Schedule Attached	-	-	350	29	350
UTILITY SERVICES	Schedule Attached	1,774	1,774	17,620	1,468	15,846
REPAIRS AND MAINTENANCE	Schedule Attached	550	550	6,600	550	6,050
OTHER CURRENT CHARGES	Schedule Attached	-	-	3,200	267	3,200
OPERATING SUPPLIES	Schedule Attached	405	405	1,667	139	1,262
TOTAL PARKS AND RECREATION - GENERAL		<u>6,004</u>	<u>6,004</u>	<u>80,487</u>	<u>6,707</u>	<u>74,483</u>
TOTAL EXPENDITURES		<u>32,112</u>	<u>32,112</u>	<u>344,813</u>	<u>28,530</u>	<u>312,701</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		<u>(32,112)</u>	<u>(32,112)</u>	<u>-</u>	<u>(6,528)</u>	<u>(32,112)</u>
NET CHANGE IN FUND BALANCES		<u>\$ (32,112)</u>	<u>(32,112)</u>	<u>\$ -</u>	<u>\$ (6,528)</u>	<u>\$ (32,112)</u>
FUND BALANCE, OCTOBER 1			<u>135,864</u>			
FUND BALANCE, ENDING			<u>\$ 103,752</u>			

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
EXPENDITURES:					
ADMINISTRATIVE EXPENSES:					
PROFESSIONAL SERVICES:					
ENGINEERING	-	-	1,500	125	1,500
FIELD MANAGEMENT	500	500	6,000	500	5,500
INFORMATION TECHNOLOGY	185	185	2,220	185	2,035
LEGAL SERVICES	1,998	1,998	3,000	250	1,002
MANAGEMENT CONSULTING SERVICES	2,987	2,987	35,841	2,987	32,854
RECORDING SECRETARY	528	528	6,338	528	5,810
TOTAL PROFESSIONAL FEES	\$ 6,198	\$ 6,198	\$ 54,899	\$ 4,575	\$ 48,701
COMMUNICATION:					
TELEPHONE-GENERAL	200	200	500	42	300
POSTAGE AND FREIGHT	170	170	2,000	167	1,830
TOTAL COMMUNICATION	\$ 370	\$ 370	\$ 2,500	\$ 208	\$ 2,130
OTHER CURRENT CHARGES:					
BANK CHARGES	-	-	250	21	250
COLL. FEES & EARLY PMT DISCOUNT	-	-	25,825	-	25,825
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 26,075	\$ 21	\$ 26,075
FIELD EXPENSES - LANDSCAPE					
CONTRACTUAL SERVICES:					
LANDSCAPE	8,785	8,785	106,000	8,833	97,215
TOTAL CONTRACTUAL SERVICES	\$ 8,785	\$ 8,785	\$ 106,000	\$ 8,833	\$ 97,215
UTILITY SERVICES:					
IRRIGATION	4,950	4,950	10,300	858	5,350
TOTAL UTILITY SERVICES	\$ 4,950	\$ 4,950	\$ 10,300	\$ 858	\$ 5,350

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
REPAIRS AND MAINTENANCE:					
RENEWAL AND REPLACEMENT	-	-	2,500	208	2,500
IRRIGATION	-	-	6,000	500	6,000
	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>500</u>	<u>6,000</u>
TOTAL REPAIRS AND MAINTENANCE	\$ -	\$ -	\$ 8,500	\$ 708	\$ 8,500
OTHER CURRENT CHARGES:					
CONTINGENCY	-	-	2,500	208	2,500
	<u>-</u>	<u>-</u>	<u>2,500</u>	<u>208</u>	<u>2,500</u>
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 2,500	\$ 208	\$ 2,500
FIELD EXPENSES - GATEHOUSE					
COMMUNICATION AND SHIPPING:	-	-	-	-	-
TELEPHONE-FIELD	-	-	1,200	100	1,200
	<u>-</u>	<u>-</u>	<u>1,200</u>	<u>100</u>	<u>1,200</u>
TOTAL COMMUNICATION AND SHIPPING	\$ -	\$ -	\$ 1,200	\$ 100	\$ 1,200
UTILITY SERVICES:					
ELECTRICITY CHARGES	-	-	600	50	600
	<u>-</u>	<u>-</u>	<u>600</u>	<u>50</u>	<u>600</u>
TOTAL UTILITY SERVICES	\$ -	\$ -	\$ 600	\$ 50	\$ 600
REPAIRS AND MAINTENANCE:					
GENERAL	169	169	1,000	83	831
	<u>169</u>	<u>169</u>	<u>1,000</u>	<u>83</u>	<u>831</u>
TOTAL REPAIRS AND MAINTENANCE	\$ 169	\$ 169	\$ 1,000	\$ 83	\$ 831
OTHER CURRENT CHARGES:					
CONTINGENCY	-	-	5,000	417	5,000
	<u>-</u>	<u>-</u>	<u>5,000</u>	<u>417</u>	<u>5,000</u>
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 5,000	\$ 417	\$ 5,000

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
FIELD EXPENSES - ROAD AND STREET FACILITIES					
REPAIRS AND MAINTENANCE:					
STREET SIGNS	-	-	1,000	83	1,000
WALLS AND SIGNAGE	-	-	2,000	167	2,000
TOTAL REPAIRS AND MAINTENANCE	\$ -	\$ -	\$ 3,000	\$ 250	\$ 3,000
FIELD EXPENSES - PARKS AND RECREATION - GENERAL					
PAYROLL					
SALARIES	2,154	2,154	43,000	3,583	40,846
TOTAL PAYROLL	\$ 2,154	\$ 2,154	\$ 43,000	\$ 3,583	\$ 40,846
PAYROLL TAXES					
FICA TAXES	165	165	-	-	(165)
TOTAL PAYROLL TAXES	\$ 165	\$ 165	\$ -	\$ -	\$ (165)
CONTRACTUAL SERVICES:					
JANITORIAL SERVICES	425	425	6,050	504	5,625
RECREATION CENTER	531	531	2,000	167	1,469
TOTAL CONTRACTUAL SERVICES	\$ 956	\$ 956	\$ 8,050	\$ 671	\$ 7,094
COMMUNICATION AND SHIPPING:					
TELEPHONE-GENERAL	-	-	-	-	-
	-	-	350	29	350
TOTAL COMMUNICATION AND SHIPPING	\$ -	\$ -	\$ 350	\$ 29	\$ 350

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
UTILITY SERVICES:					
ELECTRICITY CHARGES	1,610	1,610	12,000	1,000	10,390
UTILITY-REFUSE REMOVAL	92	92	1,820	135	1,528
UTILITY-WATER AND SEWER	71	71	4,000	333	3,929
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL UTILITY SERVICES	\$ 1,773	\$ 1,773	\$ 17,620	\$ 1,468	\$ 15,847
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
REPAIRS AND MAINTENANCE:					
POOLS	550	550	6,600	550	6,050
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL REPAIRS AND MAINTENANCE	\$ 550	\$ 550	\$ 6,600	\$ 550	\$ 6,050
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
OTHER CURRENT CHARGES:					
MISCELLANEOUS SERVICES	-	-	200	17	200
CONTINGENCY	-	-	3,000	250	3,000
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 3,200	\$ 267	\$ 3,200
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
OPERATING SUPPLIES:					
GENERAL	405	405	1,667	139	1,262
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL OPERATING SUPPLIES	\$ 405	\$ 405	\$ 1,667	\$ 139	\$ 1,262
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$	\$
REVENUES:					
CARRY FORWARD FUNDS	-	-	238,638	238,638	(238,638)
SPECIAL ASSESSMENTS:					
ON ROLL	-	-	558,002	-	(558,002)
PREPAYMENT	61,818	61,818	-	-	61,818
INTEREST INCOME:					
INVESTMENTS	-	-	8,062	672	(8,062)
TOTAL REVENUES	<u>61,818</u>	<u>61,818</u>	<u>804,702</u>	<u>239,310</u>	<u>(742,884)</u>
EXPENDITURES:					
ADMINISTRATIVE EXPENDITURES:					
PROFESSIONAL SERVICES	Schedule Attached -	-	10,250	4,000	10,250
OTHER CURRENT CHARGES	Schedule Attached -	-	44,640	-	44,640
TOTAL ADMINISTRATIVE	<u>-</u>	<u>-</u>	<u>54,890</u>	<u>4,000</u>	<u>54,890</u>
DEBT SERVICE EXPENSES:					
PRINCIPAL RETIREMENT	-	-	272,588	-	272,588
INTEREST EXPENSE SERIES A	-	-	150,300	-	150,300
INTEREST EXPENSE SERIES B	-	-	326,975	-	326,975
TOTAL DEBT SERVICE EXPENSES	<u>-</u>	<u>-</u>	<u>749,863</u>	<u>-</u>	<u>749,863</u>
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>804,753</u>	<u>4,000</u>	<u>804,753</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>61,818</u>	<u>61,818</u>	<u>(51)</u>	<u>235,310</u>	<u>61,869</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$	\$
OTHER FINANCING SOURCES (USES):					
NON-OPERATING EXPENSES	-	-	51	-	(51)
TOTAL OTHER FINANCING SOURCES (USES)	-	-	51	-	(51)
NET CHANGE IN FUND BALANCES	<u>\$ 61,818</u>	61,818	<u>\$ -</u>	<u>\$ 235,310</u>	<u>\$ 61,818</u>
FUND BALANCE, OCTOBER 1		<u>2,123,678</u>			
FUND BALANCE, ENDING		<u>\$ 2,185,496</u>			

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
EXPENDITURES:					
ADMINISTRATIVE EXPENSES:					
PROFESSIONAL SERVICES:					
ARBITRAGE REBATE	-	-	1,250	-	1,250
DISSEMINATION AGENT	-	-	5,000	-	5,000
TRUSTEE	-	-	4,000	4,000	4,000
	<u>-</u>	<u>-</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>
TOTAL PROFESSIONAL FEES	\$ -	\$ -	\$ 10,250	\$ 4,000	\$ 10,250
OTHER CURRENT CHARGES:					
COLL. FEES & EARLY PMT DISCOUNT	-	-	44,640	-	44,640
	<u>-</u>	<u>-</u>	<u>44,640</u>	<u>-</u>	<u>44,640</u>
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 44,640	\$ -	\$ 44,640

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 CAPITAL PROJECTS FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, OCTOBER 1		190,249	
FUND BALANCE, ENDING		<u>\$ 190,249</u>	

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

Killarney
COMMUNITY DEVELOPMENT DISTRICT
TAX COLLECTIONS
FISCAL YEAR ENDING SEPTEMBER 30, 2007

								TOTAL BUDGETED AMOUNTS		
								363010	363010	
								\$322,811.00	\$558,002.00	\$880,813.00
								001	201	
TAX COLL	DATE	GROSS TAX	PENALTIES /	COMMISSIONS	INTEREST	POSTAGE	NET AMOUNT	GENERAL FUND	SERIES 2000	TOTAL
CHECK #	RECEIVED	RECEIVED	DISCOUNTS				RECEIVED	36.65%	63.35%	100.00%
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.00

**Quarterly
Interest**

10/01/06	\$0.00
10/01/06	\$0.00
10/01/06	\$0.00
10/01/06	\$0.00
TOTALS	\$0.00

Excess Fees

10/01/06	\$0.00

**Total Received
From Tax
Collector**

\$0.00

Please make check payable to:

	Fund#	G/L Code	SubAcct#	Date	Check#	Amount
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		(\$10,250.00)
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Total Transfers						(\$10,250.00)

Killarney

Community Development District

Special Assessment Revenue Bonds, Series 2004 A / B

For the Month Ended October 31, 2006

<u>Source of Funds</u>	<u>Budget</u>	<u>Actual to Date</u>	<u>Variance (Fav.) - Unfav.</u>
Deposit to Construction Account	\$ 10,252,235.33	\$ 10,252,235.33	\$ -
Deposit to Cost Issuance Account	132,000.00	132,000.00	-
Deposit to A Reserve Account	184,900.00	184,900.00	-
Deposit to B Reserve Account	534,762.76	534,762.76	-
Deposit to Capitalized Interest Acct.	1,004,196.10	1,004,196.10	-
Underwriter's Discount	201,465.00	201,465.00	-
Interest Income	123,713.31	123,713.31	-
Total	\$ 12,433,272.50	\$ 12,433,272.50	\$ -

<u>Use of Funds</u>	<u>Budget</u>	<u>Actual to Date</u>	<u>Variance Fav. - (Unfav.)</u>
<u>Costs of Issuance</u>			
Deposit to A Reserve Fund	\$ 184,900.00	\$ 184,900.00	\$ -
Deposit to B Reserve Fund	534,762.76	534,762.76	-
Deposit to Capitalized Interest Acct.	1,004,196.10	1,004,196.10	-
Underwriters' Discount	201,465.00	201,465.00	-
Bond Counsel - Akerman Senterfitt	40,000.00	72,150.00	(32,150.00)
District Counsel -	34,000.00	298.50	33,701.50
Trustee Fee- Wachovia Bank	5,250.00	5,050.00	200.00
Trust Counsel-Holland & Knight	5,250.00	5,250.00	-
Financial Advisor	12,500.00	12,500.00	-
Printing	7,000.00	4,735.83	2,264.17
District Manager	15,000.00	15,000.00	-
Continuing Disclosure	5,000.00	5,000.00	-
Hernando Development, LLC	18,972.49	18,972.49	-
Contingency	-	-	-
Total Costs of Issuance:	\$ 2,068,296.35	\$ 2,064,280.68	\$ 4,015.67

Killarney

Community Development District

Special Assessment Revenue Bonds, Series 2004 A / B

For the Month Ended October 31, 2006

<u>Source of Funds</u>	<u>Budget</u>	<u>Actual to Date</u>	<u>Variance (Fav.) - Unfav.</u>
<u>Construction Costs</u>			
Engineer	5,000.00	1,422,273.91	(1,417,273.91)
Roads (Waldengreen)	\$ 4,787,588.18	\$ 4,787,588.18	\$ -
Stormwater Management	1,151,006.87	1,151,006.87	-
Atlantic Concrete, Rinker,			
Sewer & Wasterwater Management	811,258.57	811,258.57	-
Water Distribution	206,883.70	206,883.70	-
Security and Landscaping (Hydrograss)	463,605.02	463,605.02	-
Recreational Facilities	1,469,979.87	1,469,979.87	-
Undergrounding of Electrical Power	29,712.95	29,712.95	-
	\$8,925,035.16	\$10,342,309.07	(\$1,417,273.91)
<u>Change Orders</u>			
Change Order #1 - Sod, Seed & Mulch	\$ (56,040.26)	\$ (56,040.26)	\$ -
Change Order #2 - Materials	(34,402.44)	(34,402.44)	-
Change Order #3 - Materials	(73,123.85)	(73,123.85)	-
Total Change Orders:	\$ (163,566.55)	\$ (163,566.55)	\$ -
Future Projects	\$ 1,439,940.99	\$ -	\$ 1,439,940.99
Total Construction Costs	\$ 10,037,843.05	\$ 10,015,175.97	\$ 22,667.08
Total Expenditures	\$ 11,942,572.85	\$ 12,243,023.20	\$ 26,682.75
Funds Remaining		\$ 190,249.30	

Reconciliation to Bank Statement:

Construction Acct. @ 10/31/06	\$ 176,535.35
Cost of Issuance Acct. @ 10/31/06	\$ 13,713.95
Total	\$ 190,249.30

Bank Reconciliation

Killarney Community Development District

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LUSKT

Bank Account No. 0118
Statement No. 10-06
Statement Date 10/31/06

Currency Code

G/L Balance (\$) 129,131.75
G/L Balance 129,131.75
Positive Adjustments 0.00
Subtotal 129,131.75
Negative Adjustments 0.00
Ending G/L Balance 129,131.75
Difference 0.00

Statement Balance 129,131.75
Outstanding Deposits 0.00
Subtotal 129,131.75
Outstanding Checks 0.00
Total Differences 0.00
Ending Balance 129,131.75

Posting Date	D Ty	Document No.	Accou Type	Account No.	Description	Bal. Accou No.	Bal. Account No.	Amount	Cleared Amount	Difference
Checks										
09/27/06	Pa	823	G/L Ac		FLORIDA MUNICIPAL INSURAN	G/L Ac		4,135.00	4,135.00	0.00
09/27/06	Pa	824	G/L Ac		KILLARNEY CDD	G/L Ac		100,174.21	100,174.21	0.00
09/27/06	Pa	825	G/L Ac		SEVERN TRENT ENVIRONMEN	G/L Ac		5,650.78	5,650.78	0.00
09/27/06	Pa	826	G/L Ac		TIMES PUBLISHING COMPANY	G/L Ac		57.46	57.46	0.00
10/06/06	Pa	827	G/L Ac		SANDRA MANUELE	G/L Ac		907.80	907.80	0.00
10/10/06	Pa	828	G/L Ac		AMERICAN ACCESS CONTROL,	G/L Ac		280.00	280.00	0.00
10/10/06	Pa	829	G/L Ac		BE-MAC SERVICES, INC.	G/L Ac		14,089.25	14,089.25	0.00
10/10/06	Pa	830	G/L Ac		E.C. ELECTRICAL	G/L Ac		518.00	518.00	0.00
10/10/06	Pa	831	G/L Ac		FEDEX	G/L Ac		38.41	38.41	0.00
10/10/06	Pa	832	G/L Ac		HERNANDO COUNTY UTILITIES	G/L Ac		388.26	388.26	0.00
10/10/06	Pa	833	G/L Ac		INFANTE SERVICES, INC.	G/L Ac		765.00	765.00	0.00
10/10/06	Pa	834	G/L Ac		JOB JAR	G/L Ac		205.00	205.00	0.00
10/10/06	Pa	835	G/L Ac		LINEX MARKINGS INC.	G/L Ac		3,565.00	3,565.00	0.00
10/10/06	Pa	836	G/L Ac		PEACHTREE BUSINESS PROD	G/L Ac		337.00	337.00	0.00
10/10/06	Pa	837	G/L Ac		SANDRA MANUELE	G/L Ac		162.59	162.59	0.00
10/10/06	Pa	838	G/L Ac		SEASIDE SANITATION	G/L Ac		189.79	189.79	0.00
10/10/06	Pa	839	G/L Ac		UPS	G/L Ac		52.60	52.60	0.00
10/10/06	Pa	840	G/L Ac		WITHLACOOCHEE RIVER ELEC	G/L Ac		1,834.63	1,834.63	0.00
10/19/06	Pa	842	G/L Ac		BELLSOUTH	G/L Ac		196.25	196.25	0.00
10/19/06	Pa	843	G/L Ac		FEDEX	G/L Ac		134.12	134.12	0.00
10/19/06	Pa	844	G/L Ac		FLORIDA DEPT COMMUNITY AF	G/L Ac		175.00	175.00	0.00
10/19/06	Pa	845	G/L Ac		HERNANDO COUNTY CODE	G/L Ac		550.00	550.00	0.00
10/19/06	Pa	846	G/L Ac		INFANTE SERVICES, INC.	G/L Ac		340.00	340.00	0.00
10/19/06	Pa	847	G/L Ac		SUPERIOR SITE DEV., INC.	G/L Ac		4,644.00	4,644.00	0.00
10/19/06	Pa	848	G/L Ac		TIMES PUBLISHING COMPANY	G/L Ac		27.08	27.08	0.00
10/19/06	Pa	849	G/L Ac		WAYNE RANSOM	G/L Ac		140.46	140.46	0.00
10/20/06	Pa	841	G/L Ac		SANDRA MANUELE	G/L Ac		907.80	907.80	0.00
Total Checks.								140,465.49	140,465.49	0.00

Deposits

Bank Reconciliation

Killamey Community Development District

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Posting Date	D Ty	Document No.	Accou Type	Account No.	Description	Bal. Accou	Bal. Account No.	Amount	Cleared Amount	Difference
Deposits										
10/06/06	Pa	GC000004	G/L Ac		IRS Tax Payments	G/L Ac		-251.51	-251.51	0.00
10/19/06	Pa	GC000004	G/L Ac		Hernando County Tax Collections-	G/L Ac		84.87	84.87	0.00
10/20/06	Pa	GC000005	G/L Ac		IRS Tax Payments	G/L Ac		-251.51	-251.51	0.00
Total Deposits								-418.15	-418.15	0.00

Killarney

Community Development District

Check Register Summary

October 31, 2006

Check Dates	Check No.	Total

10/01/06 - 10/31/06

827 - 849

\$

30,448.04

Total		\$ 30,448.04

Killarney Community Development District

210 N. University Drive, Suite 800 Coral Springs, Florida 33071 Ph: 954-753-5841 Fax: 954-796-0623

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 16 PM 3:47

Date: March 22, 2007

Memo to: Gary Adams
Hernando County Administrator
Government Center—Rm. 461
20 North Main Street
Brooksville, FL 34601

From: Sandra H. Demarco
District Recording Secretary

RE: Minutes of Meeting Held on December 11, 2006 Approved at the
February 5, 2007 Meeting

Enclosed are the minutes of the meeting of the Board of Supervisors of the Killarney Community Development District as referenced above. Please keep them on file for public access.

Feel free to contact me at (954) 753-5841 if you have any questions. Thank you.

sd

Enc.

cc: Mark Straley
Straley, Robin & Williams
100 E. Madison Street #300
Tampa, Florida 33602

Grau & Associates
2700 N. Military Trail
Suite 350
Boca Raton, Florida 33431

CTN 2

**MINUTES OF MEETING
KILLARNEY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Killarney Community Development District was held on Monday, December 11, 2006 at 9:05 a.m. at the Killarney Recreation Center, 14143 Sweet Shrub Court, Brooksville, Florida.

Present and constituting a quorum were:

John Buehler	Chairman
Betty Valenti	Vice Chairperson
Wayne Ransom	Assistant Secretary
Richard Dombrowski	Assistant Secretary
Ralph Sevelius	Assistant Secretary

Also present were:

John Ricciardi	Manager
Tracy Robin	Attorney (Via Telephone)
Sandra Manuelle	Clubhouse Manager
Lynn Jackson	Severn Trent Services
Claudia Gonzales	Resident
Mario Gonzales	Resident
Kelly Vargas	Resident

FIRST ORDER OF BUSINESS

Roll Call

Mr. Ricciardi called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

**Organizational Matters – Oath of Office
of Newly Appointed Supervisor**

Mr. Ricciardi stated Mr. Sevelius is not here. I will try to get in touch with him so he completes the Oath of Office and comes to a meeting.

THIRD ORDER OF BUSINESS

**Acceptance of the Minutes of the October
9, 2006 Audit Committee Meeting and
Approval of the Minutes of the October 9,
2006 Regular Meeting**

Mr. Ricciardi stated each Board member received a copy of the minutes of the October 9, 2006 Audit Committee meeting as well as the regular meeting and requested any corrections, additions or deletions.

On MOTION by Ms. Valenti seconded by Mr. Buehler with all in favor the minutes of the October 9, 2006 Audit Committee meeting were accepted.

Ms. Valenti stated I found a couple of corrections in the minutes of the regular meeting. In the middle of the page it should state, "Mr. Buehler stated if it works properly, it cannot close on you." On page six, it should be "William Ryan" instead of "Wayne Ryan". In the third paragraph from the bottom of page nine, it should be "Rampart Properties". The last sentence of the same paragraph should state, "They will continue to coordinate the administering of the gate clickers because they have the software for programming the gate." On page 14, the second paragraph, remove "we are" and replace it with "that has" in the first sentence. Three paragraphs below it, the word "weaning" should be "weeding".

On MOTION by Mr. Buehler seconded by Mr. Ransom with all in favor the minutes of the October 9, 2006 meeting were approved as amended.

FOURTH ORDER OF BUSINESS

Manager's Report - Consideration of Engagement Letter with Grau & Associates to Perform Financial Audit for Fiscal Year 2006

Mr. Ricciardi stated if you look in your Board package there is an engagement letter from Grau and Associates. In the second paragraph of the last page, they indicate their fee will not exceed \$6,000 for the September 30, 2006 audit. We put \$8,550 in the budget. This is under budget and we recommend you authorize the Chairman to sign the engagement letter with Grau & Associates.

On MOTION by Mr. Dombrowski seconded by Mr. Ransom with all in favor the Chairman was authorized to sign the engagement letter with Grau & Associates to perform the financial audit for fiscal year 2006.

Mr. Ricciardi stated there was a question regarding the possibility of changing the name of the District.

Mr. Robin stated I called the assistant county attorney regarding this issue. They view it as a routine matter. They require a letter of request to the county attorney in order to accomplish

this. They believe any costs associated will be minimal. It can be handled by amending the ordinance to change the name of the District.

Mr. Buehler asked can you write this letter for us?

Mr. Robin responded yes. We anticipate doing it with direction from the Board.

Mr. Ricciardi stated we brought this up due to ongoing confusion with the residents and possibly with future buyers. This is technically the Killarney CDD because it was the original name; however, everyone knows it by Spring Ridge. According to Mr. Robin it is a simple task. We will need a letter signed by the Chairman and it will go to the county. There will be some legal issues to go through, but the cost will be minimal. There will be attorney fees. From the management company's point of view, we recommend you do this.

Mr. Robin stated we should consider adopting a resolution to change the name of the District so we have something to give the county. It will give us something tangible to send to the county.

Mr. Ricciardi stated the Board needs to pass a motion approving the name change. We then need to pass a motion authorizing the Chairman to sign a resolution requesting a name change. We will get the signed resolution to Mr. Tracy so he can send it to the county with a letter.

On MOTION by Mr. Ransom seconded by Mr. Dombrowski with all in favor staff was authorized to proceed with the District name change formalities.

On MOTION by Mr. Dombrowski seconded by Mr. Buehler with all in favor the Chairman was authorized to sign a resolution requesting a name change from the Killarney CDD to the Spring Ridge CDD.

Mr. Ricciardi stated there was a concern with the gates at the last meeting. Do you want to speak to all the gate questions?

Ms. Manuelle responded we met with American Access on October 19, 2006. We asked all the questions, which were brought up at the last meeting. He said it is possible the electric towers interfere with the functioning of the gates, but it should not be an issue. We asked him if the programming needs to be reset after a certain number of vehicles pass through the gates using the sensor to open it. He said that is false. We asked him why sometimes at night the gate to

leave the community remains open and he said there may be several reasons. Vehicles may be striking the gate when it is opening too slowly. It is almost always human error. The last thing I asked him was what causes the transmitters not to work. It can be programming errors. Other reasons can be the batteries or the metal in cars.

Mr. Ricciardi stated we came onsite with the representatives of the access controls and went over the gate situation. They taught Ms. Manuelle how to reset the gate if it malfunctions. Have we had any problems since then?

Ms. Manuelle responded there was one complaint, but I was not made aware of it. The gate company came here and there was nothing wrong with the gate.

Ms. Vargas stated the other day I came back at night. There was a car trying to open the gate from the exit side. That should not happen. You should have a camera to record what cars are trying to open the gate. It affects the functionality.

Mr. Ricciardi asked were they leaving the community?

Ms. Vargas responded they were trying to get into the community through the exit and they were trying to open the gate with the car.

Mr. Buehler stated I suggest we look into what it will cost.

Mr. Ricciardi stated we looked into installing a camera. I contacted a company, which recently installed a camera at Tampa Palms CDD. Ms. Manuelle took photographs of the gate area and I sent them to him. He was hoping to give me an estimate by today, but he did not. We just got an estimate for Heritage Harbor CDD. They are doing two entrances, which are a similar set up to what you have. The estimate there was \$15,000 for the two entrances. Since we only have one entrance, I estimate it will be approximately \$7,000 to \$8,000. It will include the cameras as well as any communication equipment you will need. You will probably communicate from the gate down to the clubhouse where we can have the recording equipment.

Mr. Buehler asked is there an extra cost for recording equipment?

Mr. Ricciardi responded we can hopefully do it through the computer. In most of the set ups we are currently doing, you bring it through a website onto the computer.

Mr. Buehler stated it stores on a website.

Mr. Ricciardi stated that is correct. It can be more.

Mr. Ransom stated I know we have stationary locations on the entrance gate to see tag numbers. Do you know where they will place a camera to view tag numbers on the exit gate?

Mr. Ricciardi responded what they normally do on the exit gates is position the camera for the purpose of seeing the license plates.

Mr. Buehler asked if it is on the web, is it accessible to the homeowners?

Mr. Ricciardi responded no. It is accessible to whomever the Board wants it to be accessible to. It is like any website where you have a log in ID. If the Board wants to pursue this, they will need to come out and do a site survey in order to give us a formal proposal. Ms. Manuelle and I can work on it and have it for you at the next meeting.

Mr. Buehler stated I suggest you look into it.

Mr. Ricciardi stated I would like to get two quotes if possible. Do you have any companies you work with? The company we use at Tampa Palms CDD is a good company. They stand behind their equipment and we like working with them.

Ms. Valenti asked which company do you use?

Mr. Ricciardi responded I believe it is called Knight's Security.

Ms. Valenti stated I do know another company. I can get the information to you so we can get a second quote.

There was Board Consensus to get proposals for cameras at the entrance gate.

Mr. Ricciardi asked is the security system in the clubhouse repaired?

Ms. Manuelle responded yes.

Mr. Ricciardi stated one of the things the Board wanted us to look at was the notion of the roads and the ownership of the roads within the community. I contacted Mr. Nixon from the county. I spoke with Mr. Sutton who is the assistant county engineer as well as Mr. Carpenter. I also spoke with Mr. Olsen, our District engineer, regarding the ownership of the roads.

The way the plats are filed with the county, the roads are owned and to be maintained by the CDD. They are not dedicated to the county. At this point, the CDD owns these roads and is responsible for maintenance once they are out of the warranty period. If this is the case and we cannot turn them over to the county, we will need to begin building a road reserve.

Mr. Buehler stated at that point the gates can be permanently shut.

Mr. Robin stated they cannot be permanently shut because they were constructed with tax exempt bonds. As long as the bonds exist the roads have to be accessible to the public or you jeopardize the tax exempt status of the bonds.

Mr. Ricciardi stated there was some confusion initially that the roads would be dedicated to the county. It was not done on the plat. I do not know where it got lost in translation. It will

be at least fifteen years before any work is needed on the roads. Do you want to discuss the tot lot?

Ms. Manuelle responded yes. I met with a representative from Wow Playgrounds. He came out to the site to help me pick out which playgrounds will best fit the parking lot area. There is a price range between \$8,800, for a capacity of 26 children and 8 activities, to \$15,800 for a capacity of 37 children and 13 activities. This is for materials only. Additional costs will be to level the ground. Freight will be approximately \$1,000 to \$1,500. Installation is approximately 35% of the actual costs of materials. The playground safe mulch will be an additional \$1.50 to \$2.00 a square foot. A border to keep the mulch in, a fence and accessories such as a trash bin or a bench will be extra.

Mr. Buehler asked does this include any shade?

Ms. Manuelle responded every playground I looked at in the catalogue has shade built on to it.

Mr. Ricciardi stated Playtime is another company we use at many of our properties. They are made of a reinforced plastic composite material, which holds up well in the Florida sun. They are made from materials, which do not corrode.

Ms. Valenti asked can it be installed so you can add to it on a later date?

Ms. Manuelle responded I do not believe so. They have separate pieces in the catalogue you can buy.

Mr. Ricciardi stated I spoke to Mr. Olsen in terms of his best suggestion of where to put a playground and if we will have any permitting problems. He suggested the temporary parking area where the models are will be an ideal place to put a playground. We also looked at the possibility of a basketball court.

Ms. Manuelle stated this is a handout of a basketball hoop we found online. I found a handyman who will install it for \$15 an hour. That is to install it in the ground in the parking lot. We will not have a court. We have to decide if we want a court and how safe it is to just install a hoop.

Mr. Ricciardi stated the engineer indicated the number of parking spaces we have needs to stay because it was built according to code. He does not see a problem with erecting a basketball hoop adjacent to the parking area and letting the kids use the parking area as long as you do not re-stripe and delineate specific basketball areas. In looking at the parking lot area it is sloped because of drainage. It is not ideal for putting in a basketball hoop in our opinion. We

suggest putting in a basketball half court or quarter court at one end of the tot lot when we get it. From a liability point of view I would rather have it away from the parking lot area where cars will be driving. I do not know if the Board wants to entertain this at the moment. A playground will cost anywhere from \$10,000 to \$30,000. A basketball hoop with a concrete half court runs approximately \$5 a square foot with a slide. He does not think there will be an issue with SFWMD.

Mr. Buehler asked if we do all of this, what will it do in regards to the assessments? Is there enough in the reserves? What is the effect of doing this?

Mr. Ricciardi responded you have a cash balance of approximately \$103,000. There is some money so you can do a tot lot and still have a cushion. You have funds in your construction account, but it is being put in a reserve pending what happens at the front entrance.

Mr. Buehler stated we do not need to look at that money at the moment, but the \$103,000 needs to be looked at for a road reserve. My concern is to make sure the assessment levels do not go up too high.

Mr. Ricciardi stated communities like this have playgrounds. A tot lot for \$15,000 to \$20,000 may be a good investment. It is a good plan to reserve the bulk of the money and restrict it.

Mr. Buehler stated I want to make sure we do a good job of keeping the assessment levels down. If the residents want a tot lot and they do not mind paying a little more, we can do it.

Mr. Ricciardi stated we can build it into next year's budget. How long do we need to keep the temporary parking lot?

Mr. Buehler responded the parking spaces are for the models. As the models go away, the parking lot can go away as well.

Mr. Ricciardi stated at that time we can put in a tot lot.

Mr. Dombrowski stated they offer big shade fabric, which we will need a reserve to replace at some point. We should use the lightest color offered; otherwise, kids will never be able to use it because of the sun.

Ms. Manuelle stated the fabric shade is great, but it has to be taken off for hurricanes of 150 to 170 mph.

The record will reflect Mr. Sevelius joined the meeting.

SECOND ORDER OF BUSINESS

**Organizational Matters – Oath of Office
of Newly Appointed Supervisor
(Continued)**

Mr. Ricciardi being a Notary Public of the State of Florida administered the Oath of Office to Mr. Ralph Sevelius and a copy of the signed oath is attached hereto and made a part of the public record.

Mr. Ricciardi presented Mr. Sevelius with the Form 1 Financial Statement to be filed with the Supervisor of Elections in the county in which he resides as well as the guide to the Sunshine Law.

Mr. Ricciardi stated anytime we add a new member to the Board we have the opportunity to reconstitute the officer structure. Currently Mr. Buehler is Chairman, Ms. Valenti is Vice Chairperson and Mr. Ransom is Assistant Secretary. We need to appoint Mr. Dombrowski as Assistant Secretary. If the Board would like to retain this officer structure we can do so. We will need a motion to retain the officer structure and appoint Mr. Dombrowski as well as Mr. Sevelius as Assistant Secretaries so they are covered under officer liability.

On MOTION by Mr. Dombrowski seconded by Mr. Buehler with all in favor the current officer structure will be retained and Mr. Dombrowski as well as Mr. Sevelius were appointed Assistant Secretaries.

FOURTH ORDER OF BUSINESS

Manager's Report - Continued

Mr. Ricciardi stated I have a couple of informational items. We were fined by the county for trash. We received a check from Windward Homes for half of the fine. Mr. Dombrowski indicated William Ryan Homes will participate with their share. We appreciate your support. Mr. Ransom was working with the county trying to get them to let us know the next time before they administer a fine so we have the opportunity to clean it up.

I raised a concern with the sidewalk being a safety hazard. There are houses on either side of here and there was a steep drop off between that area. It needed to be rectified and it has been. I appreciate it.

At the last meeting I mentioned one of the residents filed a claim with the District's insurance company for damage to their vehicle at the front gate. I have been verbally informed by the insurance company they are denying the claim. This is when the gates were

malfunctioning. He did not hit the gate. He hit the curb to the right of the gate and as a result the insurance is maintaining speed may have been a factor. There was \$800 damage to his vehicle.

In the financials you will see charges from Severn Trent Services for field management services. It will be credited back to the District. Those were fees, which were supposed to be paid to Rampart Properties when they were doing it. Our offices thought it was a Severn Trent Services charge. They will be reimbursing the District for it. We cancelled the contract with Rampart Properties and Ms. Manuelle is handling the field management work now.

We received an email from Mr. Olsen regarding the required southern buffer for Spring Ridge. Would someone like to speak about it?

Mr. Ransom responded the agreement with Brook Ridge Community for a bugger was to install a fence, but instead they require a buffer. It was presented before the county and they approved it. They have the paperwork in their records. It has been rectified.

Mr. Buehler stated Brook Ridge asked for a six foot tall fence instead of what was in the development orders. The agreement was we would put in a six foot tall chain link fence all around in lieu of the buffer. It was agreed upon by Brook Ridge and the county.

Mr. Ricciardi stated at this point it is not an issue.

FIFTH ORDER OF BUSINESS

Attorney's Report

There being no report, the next item followed.

SIXTH ORDER OF BUSINESS

Engineer's Report

There not being any, the next item followed.

SEVENTH ORDER OF BUSINESS

Property Manager

There being no report, the next item followed.

EIGHTH ORDER OF BUSINESS

Clubhouse Manager

Ms. Manuelle stated there will be a holiday party here on December 17, 2006 for the residents. I am also having a craft day for the children. I am still waiting to here back on what kind of activities the community will like. Complaints have dropped significantly since the last Board meeting. I received a couple regarding fitness room equipment. They are stating it is not for commercial use. The other complaint is the time of the Board meeting because most people work and cannot make it.

Mr. Buehler asked are we supposed to have one after 5:00 p.m. a year?

Mr. Ricciardi responded CDDs are not required to have evening meetings. HOAs may be required to have one evening meeting, but not CDDs. The Board may want to have the budget

public hearing at night so we can ensure the residents participate in the budget planning for the next budget cycle. You are certainly welcome to go to evening meetings if you would like to, but you are not required to.

Mr. Buehler asked at what time is the holiday party?

Ms. Manuelle responded it is from 4:00 p.m. to 7:00 p.m.

Mr. Ransom asked was it based on any requests?

Ms. Manuelle responded yes. The residents requested it. It is like a pot luck dinner. They ask the builders to donate food as well.

Mr. Ransom asked are people using the facility?

Ms. Manuelle responded yes. The fitness room gets used. The pool was being used in the summer. We had our first birthday party.

Mr. Ransom asked were there any issues?

Ms. Manuelle responded no. They were great.

Mr. Ricciardi stated having Ms. Manuelle onsite is a positive thing from a developer point of view as well as a resident point of view. It was a great decision from the Board and Ms. Manuelle is great to work with.

Mr. Dombrowski asked will you be opposed to the developers inviting prospective buyers to the holiday party?

Ms. Manuelle responded no. They can come to the party. They were interested in having an open house at the clubhouse.

Mr. Ricciardi asked is there a fee for the holiday party?

Ms. Manuelle responded no. I changed my hours so I can be here. I am charging \$3.50 per child for the craft party and it is just to cover the supplies.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Valenti stated I noticed we need ant treatment around the recreation center area.

Ms. Manuelle stated I have a pest control company, which sprayed.

Ms. Valenti stated this is for outside. There is a granular product, which lasts a year. It is expensive to do, but based on the longevity of the chemical it is worth it.

Ms. Manuelle stated he told me the stone around the pool brings ants.

Ms. Valenti stated when we are ready to mulch on the embankment I suggest we use pine needles. It will not move as much. We are going to get needles with the Pine Trees there anyway. It will be a better investment.

TENTH ORDER OF BUSINESS

Audience Comments

A resident stated it is an issue going to the post office to get the mail.

Ms. Manuelle stated the only thing you can do is write your local congressman because it is out of our hands. I spoke with the postmaster and so has Mr. Ransom.

A resident stated we did too. They said the builders have the solution. Nothing is being done on either side.

Ms. Manuelle stated the solution they are referring to is putting temporary mailboxes outside and the cost will be approximately \$80 per mailbox. It would end up being a cost of \$17,000 to \$20,000 for temporary mailboxes.

Ms. Valenti stated I received a call from a resident last week. He talked with the postmaster and the postmaster was considering allowing us to have phase delivery. I was going to mark up a site plan and send it to the post office. We are looking at having from the clubhouse back and the first street up to the construction trailer as the first phase and everything else as the second phase. We will hopefully be able to get delivery on this end of the community. It is something the postmaster said he would look at. We are talking about it, but it does not mean it is going to happen. He might look at the map and say it will not work.

Mr. Buehler stated once you establish a temporary mailbox they become part of the property of the US Government. Removing them at some point to get mail delivered throughout the community will be a question mark as well. If we install these temporary mailboxes, the postmaster may decide they like it better that way.

Ms. Valenti stated I met with the postmaster last Friday for the 354 area. I was informed the post office is no longer going to allow individual mailboxes. All communities will have a postal unit holding mail for 16 homes. The problem is a homeowner will have it in front of their house. If not, you have to build an area designed just for the mail. This is one of the final communities, which will have mail delivery as it is set up. You have it better than others.

ELEVENTH ORDER OF BUSINESS

Approval of Financials

Mr. Ransom stated the cost of issuance under the Series 2004 capital shows as \$13,714. I am not sure what this is.

Mr. Ricciardi stated I do not know. I will find out and email it to the Board.

On MOTION by Mr. Buehler seconded by Mr. Dombrowski with all in favor the financials dated October 31, 2006 were approved.

FIFTH ORDER OF BUSINESS

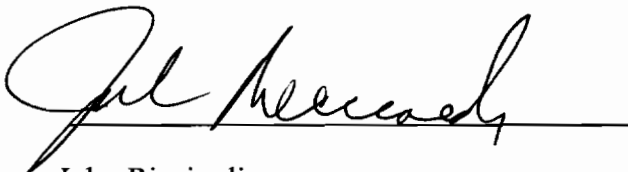
Adjournment

Mr. Ricciardi stated I have one request of the Board. The next meeting is scheduled for February 12, 2007. I would like to see if the Board will consider moving it to Monday, February 5, 2007 or Monday, February 19, 2007 at the same time.

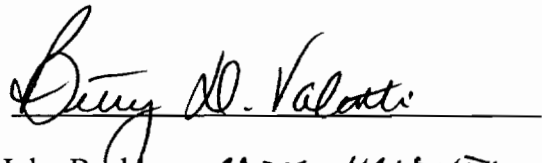
There was Board consensus to move all future meetings to the first Monday of the month, bi-monthly, at 9:00 a.m. beginning February 5, 2007 and to notice the meetings accordingly.

There being no further business,

On MOTION by Mr. Buehler seconded by Ms. Valenti with all in favor the meeting was adjourned.



John Ricciardi
Secretary



~~John Buehler~~ Betty Valenti
Vice Chairman

**AGENDA
KILLARNEY
COMMUNITY DEVELOPMENT DISTRICT**

Monday
December 11, 2006
9:00 a.m.

Killarney Recreation Center
14143 Sweet Shrub Court
Brooksville, Florida

1. Roll Call
2. Organizational Matters - Oath of Office of Newly Appointed Supervisor
3. Acceptance of the Minutes of the October 9, 2006 Audit Committee Meeting and Approval of the Minutes of the October 9, 2006 Regular Meeting
4. Manager's Report - Consideration of Engagement Letter with Grau & Associates to Perform Financial Audit for Fiscal Year 2006
5. Attorney's Report
6. Engineer's Report
7. Property Manager
8. Clubhouse Manager
9. Supervisor's Requests
10. Audience Comments
11. Approval of Financials
12. Adjournment

Notice of Meeting
Killarney Community Development District

A regular meeting of the Board of Supervisors of the Killarney Community Development District is scheduled for Monday, December 14, 1992, at 8:00 a.m. at Killarney Recreation Center, 14145 SW 17th Shrub, of Brooksville, Florida. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from Severn Trent Services, 210 N. University Drive, Suite 800, Coral Springs, Florida 33071. The meeting may be continued to a date, time and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone. At such a location there will be a person who will be responsible for any information that may be presented by the person at any location and who will inform of, by a voice link, taking place either in person or by telephone and on the record.

Any person requiring special accommodations at this meeting because of a physical handicap or illness should contact the District Administrator at 723-5841 at least three calendar days prior to the meeting.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that recording of the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

John Riccardi
District Manager

(2/406 (1002) 15646)

October 19, 2006

Board of Supervisors
Attn: Janice Larned
Killarney Community Development District
210 N. University Drive, Suite 702
Coral Springs, Florida 33071

We are pleased to confirm our understanding of the services we are to provide Killarney Community Development District, Florida, (the "District") for the year ended September 30, 2006. We will audit the financial statements of the governmental activities, each major fund and the remaining nonmajor fund information, if applicable, which collectively comprises the entity's basic financial statements, of Killarney Community Development District as of and for the year ended September 30, 2006. This letter serves to establish the terms and fee for the 2006 audit.

The document we submit to you will include the following supplementary information required by U.S. generally accepted accounting principles that will be subject to certain limited procedures, but will not be audited.

1. Management's discussion and analysis
2. Budgetary comparison schedule for the general fund

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Killarney Community Development District and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report will include a statement that the report is intended solely for the information and use of the management and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will advise you in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As part of the audit, we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

While we will assist in the preparation of the District's financial statements, responsibility for the financial statements and preparation of Management's Discussion and Analysis are the responsibility of the District.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards*

do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that Killarney Community Development District complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Killarney Community Development District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on Killarney Community Development District's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability

Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$6,000 for the September 30, 2006 audit. This agreement may be renewed each year subject to the mutual agreement to all terms, including fees, of both parties. The fee for each annual renewal will be agreed upon separately.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Killarney Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

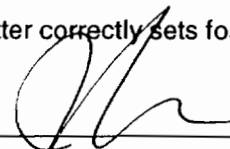
Grau & Associates



Antonio Grau, Jr.

RESPONSE:

This letter correctly sets forth the understanding of Killarney Community Development District.

By: 

Title: KILLARNEY COD, Chairman

Date: 12/11/06

A I C P A
PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Company, P A

*For demonstrating that your firm designed and complied with a system of quality control
for its accounting and auditing practice that met the requirements of the quality control standards
established by the AICPA during the period July 1, 2003 to June 30, 2004.*



The CPA. Never Underestimate The Value.™

A handwritten signature in black ink, appearing to read "Anthony D. Lynn".

Anthony D. Lynn, Chair
AICPA Peer Review Board
2004

RESOLUTION 2007-2

A RESOLUTION AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSION OF HERNANDO COUNTY, FLORIDA TO CHANGE THE NAME OF KILLARNEY COMMUNITY DEVELOPMENT DISTRICT TO SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Killarney Community Development District (the "**District**") was created by Ordinance No. 2000-14 of the County Commission of Hernando County, Florida adopted November 1, 2000 (the "**Ordinance**"); and

WHEREAS, said Ordinance was filed with the Secretary of State upon its adoption; and

WHEREAS, the property described in the Ordinance is set forth in **Exhibit "A"** hereto which is the land currently contained within the District; and

WHEREAS, the District desires to change the name of the Killarney Community Development District to Spring Ridge Community Development District.

WHEREAS, the Board of Supervisors has authority to petition the County Commission of Hernando County to change the name of the District; and

WHEREAS, The Board of Supervisors desires to authorize the filing of a petition and other necessary action to change the name of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Killarney Community Development District this 11TH day of DECEMBER, 2006, as follows:

1. The District hereby authorizes the District's counsel and its other staff to prepare a petition requesting that the County Commission of Hernando County modify the Ordinance by changing the name of the District to Spring Ridge Community Development District.

2. The Chairman of the Board of Supervisors, the District Counsel and other staff are hereby fully authorized to execute and enter into such petitions, applications or other instruments as may be necessary to fully effectuate the intent of this Resolution.

3. The District shall pay any application fees or other costs which are necessary to obtain approval of the County.

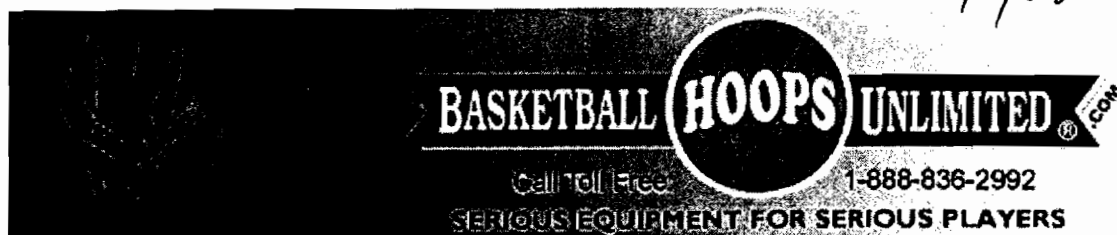
PASSED AND ADOPTED THIS 11TH DAY OF DECEMBER, 2006.



John Brehler
Chairman

John Ricciardi
Assistant Secretary

12/11/06

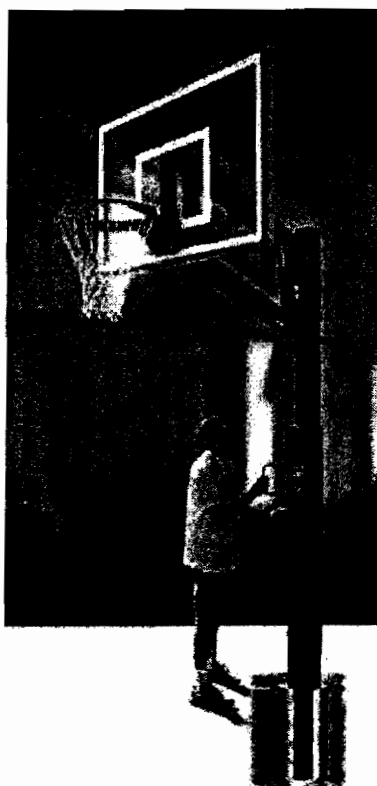


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Adjustable
Fixed Height
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On Sale

LOTTERY PICK - Now with Glass or Acrylic Backboard! 2005 "I



Quantity in Basket: none
Code: BA8300-BK
Price: \$1,249.00
Sale: \$989.00

Shipping Weight: 285.00 pounds

Choose Pole System:
Choose Backboard Type:

Quantity: [Add To](#)

ZIP CRANK ADJUSTABLE BASKETBALL SYSTEM by Bison. **NEW for 2006 YC BACKBOARD.** That's right you can now have a tempered glass backboard for this. This is the BEST SYSTEM ON THE MARKET today, shop around and compare your choice of Tempered Glass, Smoked Tempered Glass or 1/2" Thick Acrylic (select 4", 11 gauge square steel pole with your choice of a direct bury pole system or a The direct bury system is designed for a permanent installation and the bolt down system if needed, Zip Crank adjustable extension arm with 30" of safe play area. removable crank handle allowing you to stand on the court while adjusting. The adjustments. Institutional Grade NBA style breakaway goal. INCLUDES thick cushion color is black. This system is a great choice because the Glass Backboard or 1/2" BETTER REBOUND than the 3/8" thick acrylic backboards found on other systems. Backboard or 1/2" Thick Acrylic Backboard for the same cost or less than other systems. institutional grade rim and top of the line backboard options make this system a Lifetime Warranty. **INCLUDES FREE SHIPPING AND FREE WILSON NCAA BALL**

12/11/06



RESOLVED -

BUILDING INSTALLED NEW SIDEWALK

12/11/06

CREDIT MEMO REQUEST

TO: Melisa H. + Annette M.

DATE: 11-30-06

CUSTOMER KEY: 1-01439

IN THE AMOUNT OF: \$1000.00

CUSTOMER NAME: Killarney CDD

DATED: 10/25/06 + 11/25/06

APPLY #: 2027395 + 2027804

TYPE: _____

REASON: 42700 - 8235

Client billed \$500 for Oct. 2006 + \$500 for Nov. 2006
for Field Mgmt. Services. ST is not providing service +
should not have billed.

ADDITIONAL
INSTRUCTIONS: Apply \$500 to each invoice

REQUESTED BY: Cassandra Cox

DISTRICT MANAGER: [Signature]

APPROVED BY: _____

POSTED: _____

Oath of Office

I, Ralph Sevelius, a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the KILLARNEY Community Development District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the KILLARNEY Community Development District, HERNANDO County, Florida.

Print Name:

Ralph Sevelius

Date

12/11/05

Sworn to (or affirmed) before me this 11 day of December, 2006 by
whose signature appears hereinabove.

Notary Public State of Florida



Robert John Ricciardi
My Commission DD384374
Expires October 21 2008

Print Name

Robert John Ricciardi

My Commission expires

Personally known _____ or produced identification _____

Type of identification _____

Killarney

Community Development District

Financial Statements

Unaudited

October 31, 2006

**KILLARNEY CDD
BALANCE SHEET
OCTOBER 31, 2006**

	GENERAL	SERIES 2004 A/B DEBT	SERIES 2004 CAPITAL	TOTALS
ASSETS	\$	\$	\$	\$
CASH	129,132	-	-	129,132
CASH ON HAND	200	-	-	200
DUE FROM OTHER FUNDS	-	10,681	-	10,681
DUE FROM OTHER GOVERNMENTS	1,298	-	-	1,298
INVESTMENTS:				
CONSTRUCTION FUND	-	-	176,535	176,535
COST OF ISSUANCE	-	-	13,714	13,714
DEFERRED COST	-	5,290	-	5,290
INTEREST ACCOUNT	-	34	-	34
PREPAYMENT ACCOUNT B	-	1,236,710	-	1,236,710
RESERVE FUND A	-	184,900	-	184,900
RESERVE FUND B	-	295,142	-	295,142
REVENUE FUND	-	452,739	-	452,739
TOTAL ASSETS	<u>\$ 130,630</u>	<u>\$ 2,185,496</u>	<u>\$ 190,249</u>	<u>\$ 2,506,375</u>
LIABILITIES & FUND BALANCES				
LIABILITIES	\$	\$	\$	\$
ACCRUED EXPENSES	16,195	-	-	16,195
DUE TO OTHER FUNDS	10,681	-	-	10,681
FUND BALANCES				
RESERVED FOR DEBT SERVICE	-	2,185,496	-	2,185,496
RESERVED FOR CAPITAL PROJECTS	-	-	190,249	190,249
UNRESERVED/UNDESIGNATED	-	-	-	103,753
TOTAL LIABILITIES & FUND BALANCES	<u>\$ 130,629</u>	<u>\$ 2,185,496</u>	<u>\$ 190,249</u>	<u>\$ 2,506,374</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$	\$
REVENUES:					
CARRY FORWARD FUNDS	-	-	22,002	22,002	(22,002)
SPECIAL ASSESSMENTS:					
ON ROLL	-	-	322,811	-	(322,811)
TOTAL REVENUES	<u>-</u>	<u>-</u>	<u>344,813</u>	<u>22,002</u>	<u>(344,813)</u>
EXPENDITURES:					
ADMINISTRATIVE EXPENDITURES:					
PROFESSIONAL SERVICES	Schedule Attached 6,198	6,198	54,899	4,575	48,701
ACCOUNTING AND AUDITING	1,136	1,136	22,177	1,136	21,041
COMMUNICATION	Schedule Attached 370	370	2,500	208	2,130
RENTALS AND LEASES	83	83	1,000	83	917
INSURANCE / RISK MANAGEMENT	4,135	4,135	15,000	3,750	10,865
PRINTING AND BINDING	55	55	2,000	167	1,945
LEGAL ADVERTISING	27	27	2,000	167	1,973
OTHER CURRENT CHARGES	Schedule Attached -	-	26,075	21	26,075
OFFICE EXPENSE	25	25	400	33	375
REGULATORY FILING FEES	175	175	175	175	-
TOTAL ADMINISTRATIVE	<u>12,204</u>	<u>12,204</u>	<u>126,226</u>	<u>10,315</u>	<u>114,022</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
		\$	\$	\$	\$	\$
FIELD EXPENDITURES:						
LANDSCAPE						
CONTRACTUAL SERVICES	Schedule Attached	8,785	8,785	106,000	8,833	97,215
UTILITY SERVICES	Schedule Attached	4,950	4,950	10,300	858	5,350
REPAIRS AND MAINTENANCE	Schedule Attached	-	-	8,500	708	8,500
OTHER CURRENT CHARGES	Schedule Attached	-	-	2,500	208	2,500
TOTAL LANDSCAPE		<u>13,735</u>	<u>13,735</u>	<u>127,300</u>	<u>10,608</u>	<u>113,565</u>
GATEHOUSE						
COMMUNICATION AND SHIPPING	Schedule Attached	-	-	1,200	100	1,200
UTILITY SERVICES	Schedule Attached	-	-	600	50	600
REPAIRS AND MAINTENANCE	Schedule Attached	169	169	1,000	83	831
OTHER CURRENT CHARGES	Schedule Attached	-	-	5,000	417	5,000
TOTAL GATEHOUSE		<u>169</u>	<u>169</u>	<u>7,800</u>	<u>650</u>	<u>7,631</u>
ROAD AND STREET FACILITIES						
REPAIRS AND MAINTENANCE	Schedule Attached	-	-	3,000	250	3,000
TOTAL ROAD AND STREET FACILITIES		<u>-</u>	<u>-</u>	<u>3,000</u>	<u>250</u>	<u>3,000</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
		\$	\$	\$	\$	\$
PARKS AND RECREATION - GENERAL						
PAYROLL	Schedule Attached	2,154	2,154	43,000	3,583	40,846
PAYROLL TAXES	Schedule Attached	165	165	-	-	(165)
CONTRACTUAL SERVICES	Schedule Attached	956	956	8,050	671	7,094
COMMUNICATION AND SHIPPING	Schedule Attached	-	-	350	29	350
UTILITY SERVICES	Schedule Attached	1,774	1,774	17,620	1,468	15,846
REPAIRS AND MAINTENANCE	Schedule Attached	550	550	6,600	550	6,050
OTHER CURRENT CHARGES	Schedule Attached	-	-	3,200	267	3,200
OPERATING SUPPLIES	Schedule Attached	405	405	1,667	139	1,262
TOTAL PARKS AND RECREATION - GENERAL		<u>6,004</u>	<u>6,004</u>	<u>80,487</u>	<u>6,707</u>	<u>74,483</u>
TOTAL EXPENDITURES		<u>32,112</u>	<u>32,112</u>	<u>344,813</u>	<u>28,530</u>	<u>312,701</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		<u>(32,112)</u>	<u>(32,112)</u>	<u>-</u>	<u>(6,528)</u>	<u>(32,112)</u>
NET CHANGE IN FUND BALANCES		<u>\$ (32,112)</u>	<u>(32,112)</u>	<u>\$ -</u>	<u>\$ (6,528)</u>	<u>\$ (32,112)</u>
FUND BALANCE, OCTOBER 1			<u>135,864</u>			
FUND BALANCE, ENDING			<u>\$ 103,752</u>			

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
EXPENDITURES:					
ADMINISTRATIVE EXPENSES:					
PROFESSIONAL SERVICES:					
ENGINEERING	-	-	1,500	125	1,500
FIELD MANAGEMENT	500	500	6,000	500	5,500
INFORMATION TECHNOLOGY	185	185	2,220	185	2,035
LEGAL SERVICES	1,998	1,998	3,000	250	1,002
MANAGEMENT CONSULTING SERVICES	2,987	2,987	35,841	2,987	32,854
RECORDING SECRETARY	528	528	6,338	528	5,810
TOTAL PROFESSIONAL FEES	\$ 6,198	\$ 6,198	\$ 54,899	\$ 4,575	\$ 48,701
COMMUNICATION:					
TELEPHONE-GENERAL	200	200	500	42	300
POSTAGE AND FREIGHT	170	170	2,000	167	1,830
TOTAL COMMUNICATION	\$ 370	\$ 370	\$ 2,500	\$ 208	\$ 2,130
OTHER CURRENT CHARGES:					
BANK CHARGES	-	-	250	21	250
COLL. FEES & EARLY PMT DISCOUNT	-	-	25,825	-	25,825
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 26,075	\$ 21	\$ 26,075
FIELD EXPENSES - LANDSCAPE					
CONTRACTUAL SERVICES:					
LANDSCAPE	8,785	8,785	106,000	8,833	97,215
TOTAL CONTRACTUAL SERVICES	\$ 8,785	\$ 8,785	\$ 106,000	\$ 8,833	\$ 97,215
UTILITY SERVICES:					
IRRIGATION	4,950	4,950	10,300	858	5,350
TOTAL UTILITY SERVICES	\$ 4,950	\$ 4,950	\$ 10,300	\$ 858	\$ 5,350

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
REPAIRS AND MAINTENANCE:					
RENEWAL AND REPLACEMENT	-	-	2,500	208	2,500
IRRIGATION	-	-	6,000	500	6,000
	<u>-</u>	<u>-</u>	<u>6,000</u>	<u>500</u>	<u>6,000</u>
TOTAL REPAIRS AND MAINTENANCE	\$ -	\$ -	\$ 8,500	\$ 708	\$ 8,500
OTHER CURRENT CHARGES:					
CONTINGENCY	-	-	2,500	208	2,500
	<u>-</u>	<u>-</u>	<u>2,500</u>	<u>208</u>	<u>2,500</u>
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 2,500	\$ 208	\$ 2,500
FIELD EXPENSES - GATEHOUSE					
COMMUNICATION AND SHIPPING:	-	-	-	-	-
TELEPHONE-FIELD	-	-	1,200	100	1,200
	<u>-</u>	<u>-</u>	<u>1,200</u>	<u>100</u>	<u>1,200</u>
TOTAL COMMUNICATION AND SHIPPING	\$ -	\$ -	\$ 1,200	\$ 100	\$ 1,200
UTILITY SERVICES:					
ELECTRICITY CHARGES	-	-	600	50	600
	<u>-</u>	<u>-</u>	<u>600</u>	<u>50</u>	<u>600</u>
TOTAL UTILITY SERVICES	\$ -	\$ -	\$ 600	\$ 50	\$ 600
REPAIRS AND MAINTENANCE:					
GENERAL	169	169	1,000	83	831
	<u>169</u>	<u>169</u>	<u>1,000</u>	<u>83</u>	<u>831</u>
TOTAL REPAIRS AND MAINTENANCE	\$ 169	\$ 169	\$ 1,000	\$ 83	\$ 831
OTHER CURRENT CHARGES:					
CONTINGENCY	-	-	5,000	417	5,000
	<u>-</u>	<u>-</u>	<u>5,000</u>	<u>417</u>	<u>5,000</u>
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 5,000	\$ 417	\$ 5,000

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
FIELD EXPENSES - ROAD AND STREET FACILITIES					
REPAIRS AND MAINTENANCE:					
STREET SIGNS	-	-	1,000	83	1,000
WALLS AND SIGNAGE	-	-	2,000	167	2,000
TOTAL REPAIRS AND MAINTENANCE	\$ -	\$ -	\$ 3,000	\$ 250	\$ 3,000
FIELD EXPENSES - PARKS AND RECREATION - GENERAL					
PAYROLL					
SALARIES	2,154	2,154	43,000	3,583	40,846
TOTAL PAYROLL	\$ 2,154	\$ 2,154	\$ 43,000	\$ 3,583	\$ 40,846
PAYROLL TAXES					
FICA TAXES	165	165	-	-	(165)
TOTAL PAYROLL TAXES	\$ 165	\$ 165	\$ -	\$ -	\$ (165)
CONTRACTUAL SERVICES:					
JANITORIAL SERVICES	425	425	6,050	504	5,625
RECREATION CENTER	531	531	2,000	167	1,469
TOTAL CONTRACTUAL SERVICES	\$ 956	\$ 956	\$ 8,050	\$ 671	\$ 7,094
COMMUNICATION AND SHIPPING:					
TELEPHONE-GENERAL	-	-	-	-	-
	-	-	350	29	350
TOTAL COMMUNICATION AND SHIPPING	\$ -	\$ -	\$ 350	\$ 29	\$ 350

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
UTILITY SERVICES:					
ELECTRICITY CHARGES	1,610	1,610	12,000	1,000	10,390
UTILITY-REFUSE REMOVAL	92	92	1,820	135	1,528
UTILITY-WATER AND SEWER	71	71	4,000	333	3,929
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL UTILITY SERVICES	\$ 1,773	\$ 1,773	\$ 17,620	\$ 1,468	\$ 15,847
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
REPAIRS AND MAINTENANCE:					
POOLS	550	550	6,600	550	6,050
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL REPAIRS AND MAINTENANCE	\$ 550	\$ 550	\$ 6,600	\$ 550	\$ 6,050
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
OTHER CURRENT CHARGES:					
MISCELLANEOUS SERVICES	-	-	200	17	200
CONTINGENCY	-	-	3,000	250	3,000
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 3,200	\$ 267	\$ 3,200
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
OPERATING SUPPLIES:					
GENERAL	405	405	1,667	139	1,262
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL OPERATING SUPPLIES	\$ 405	\$ 405	\$ 1,667	\$ 139	\$ 1,262
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$	\$
REVENUES:					
CARRY FORWARD FUNDS	-	-	238,638	238,638	(238,638)
SPECIAL ASSESSMENTS:					
ON ROLL	-	-	558,002	-	(558,002)
PREPAYMENT	61,818	61,818	-	-	61,818
INTEREST INCOME:					
INVESTMENTS	-	-	8,062	672	(8,062)
TOTAL REVENUES	<u>61,818</u>	<u>61,818</u>	<u>804,702</u>	<u>239,310</u>	<u>(742,884)</u>
EXPENDITURES:					
ADMINISTRATIVE EXPENDITURES:					
PROFESSIONAL SERVICES	Schedule Attached -	-	10,250	4,000	10,250
OTHER CURRENT CHARGES	Schedule Attached -	-	44,640	-	44,640
TOTAL ADMINISTRATIVE	<u>-</u>	<u>-</u>	<u>54,890</u>	<u>4,000</u>	<u>54,890</u>
DEBT SERVICE EXPENSES:					
PRINCIPAL RETIREMENT	-	-	272,588	-	272,588
INTEREST EXPENSE SERIES A	-	-	150,300	-	150,300
INTEREST EXPENSE SERIES B	-	-	326,975	-	326,975
TOTAL DEBT SERVICE EXPENSES	<u>-</u>	<u>-</u>	<u>749,863</u>	<u>-</u>	<u>749,863</u>
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>804,753</u>	<u>4,000</u>	<u>804,753</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>61,818</u>	<u>61,818</u>	<u>(51)</u>	<u>235,310</u>	<u>61,869</u>

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$	\$	\$
OTHER FINANCING SOURCES (USES):					
NON-OPERATING EXPENSES	-	-	51	-	(51)
TOTAL OTHER FINANCING SOURCES (USES)	-	-	51	-	(51)
NET CHANGE IN FUND BALANCES	<u>\$ 61,818</u>	61,818	<u>\$ -</u>	<u>\$ 235,310</u>	<u>\$ 61,818</u>
FUND BALANCE, OCTOBER 1		<u>2,123,678</u>			
FUND BALANCE, ENDING		<u>\$ 2,185,496</u>			

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$		\$
EXPENDITURES:					
ADMINISTRATIVE EXPENSES:					
PROFESSIONAL SERVICES:					
ARBITRAGE REBATE	-	-	1,250	-	1,250
DISSEMINATION AGENT	-	-	5,000	-	5,000
TRUSTEE	-	-	4,000	4,000	4,000
TOTAL PROFESSIONAL FEES	\$ -	\$ -	\$ 10,250	\$ 4,000	\$ 10,250
OTHER CURRENT CHARGES:					
COLL. FEES & EARLY PMT DISCOUNT	-	-	44,640	-	44,640
TOTAL OTHER CURRENT CHARGES	\$ -	\$ -	\$ 44,640	\$ -	\$ 44,640

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 CAPITAL PROJECTS FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	\$ VARIANCE FAVORABLE (UNFAVORABLE)
	\$	\$	\$
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, OCTOBER 1		190,249	
FUND BALANCE, ENDING		<u>\$ 190,249</u>	

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

Killarney
COMMUNITY DEVELOPMENT DISTRICT
TAX COLLECTIONS
FISCAL YEAR ENDING SEPTEMBER 30, 2007

								TOTAL BUDGETED AMOUNTS		
								363010	363010	
								\$322,811.00	\$558,002.00	\$880,813.00
								001	201	
TAX COLL	DATE	GROSS TAX	PENALTIES /	COMMISSIONS	INTEREST	POSTAGE	NET AMOUNT	GENERAL FUND	SERIES 2000	TOTAL
CHECK #	RECEIVED	RECEIVED	DISCOUNTS				RECEIVED	36.65%	63.35%	100.00%
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/01/06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.00

**Quarterly
Interest**

10/01/06	\$0.00
10/01/06	\$0.00
10/01/06	\$0.00
10/01/06	\$0.00
TOTALS	\$0.00

Excess Fees

10/01/06	\$0.00

**Total Received
From Tax
Collector**

\$0.00

Please make check payable to:

	Fund#	G/L Code	SubAcct#	Date	Check#	Amount
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		(\$10,250.00)
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06		\$0.00
Total Transfers						(\$10,250.00)

Killarney

Community Development District

Special Assessment Revenue Bonds, Series 2004 A / B

For the Month Ended October 31, 2006

<u>Source of Funds</u>	<u>Budget</u>	<u>Actual to Date</u>	<u>Variance (Fav.) - Unfav.</u>
Deposit to Construction Account	\$ 10,252,235.33	\$ 10,252,235.33	\$ -
Deposit to Cost Issuance Account	132,000.00	132,000.00	-
Deposit to A Reserve Account	184,900.00	184,900.00	-
Deposit to B Reserve Account	534,762.76	534,762.76	-
Deposit to Capitalized Interest Acct.	1,004,196.10	1,004,196.10	-
Underwriter's Discount	201,465.00	201,465.00	-
Interest Income	123,713.31	123,713.31	-
Total	\$ 12,433,272.50	\$ 12,433,272.50	\$ -

<u>Use of Funds</u>	<u>Budget</u>	<u>Actual to Date</u>	<u>Variance Fav. - (Unfav.)</u>
<u>Costs of Issuance</u>			
Deposit to A Reserve Fund	\$ 184,900.00	\$ 184,900.00	\$ -
Deposit to B Reserve Fund	534,762.76	534,762.76	-
Deposit to Capitalized Interest Acct.	1,004,196.10	1,004,196.10	-
Underwriters' Discount	201,465.00	201,465.00	-
Bond Counsel - Akerman Senterfitt	40,000.00	72,150.00	(32,150.00)
District Counsel -	34,000.00	298.50	33,701.50
Trustee Fee- Wachovia Bank	5,250.00	5,050.00	200.00
Trust Counsel-Holland & Knight	5,250.00	5,250.00	-
Financial Advisor	12,500.00	12,500.00	-
Printing	7,000.00	4,735.83	2,264.17
District Manager	15,000.00	15,000.00	-
Continuing Disclosure	5,000.00	5,000.00	-
Hernando Development, LLC	18,972.49	18,972.49	-
Contingency	-	-	-
Total Costs of Issuance:	\$ 2,068,296.35	\$ 2,064,280.68	\$ 4,015.67

Killarney

Community Development District

Special Assessment Revenue Bonds, Series 2004 A / B

For the Month Ended October 31, 2006

<u>Source of Funds</u>	<u>Budget</u>	<u>Actual to Date</u>	<u>Variance (Fav.) - Unfav.</u>
<u>Construction Costs</u>			
Engineer	5,000.00	1,422,273.91	(1,417,273.91)
Roads (Waldengreen)	\$ 4,787,588.18	\$ 4,787,588.18	\$ -
Stormwater Management	1,151,006.87	1,151,006.87	-
Atlantic Concrete, Rinker,			
Sewer & Wasterwater Management	811,258.57	811,258.57	-
Water Distribution	206,883.70	206,883.70	-
Security and Landscaping (Hydrograss)	463,605.02	463,605.02	-
Recreational Facilities	1,469,979.87	1,469,979.87	-
Undergrounding of Electrical Power	29,712.95	29,712.95	-
	\$8,925,035.16	\$10,342,309.07	(\$1,417,273.91)
<u>Change Orders</u>			
Change Order #1 - Sod, Seed & Mulch	\$ (56,040.26)	\$ (56,040.26)	\$ -
Change Order #2 - Materials	(34,402.44)	(34,402.44)	-
Change Order #3 - Materials	(73,123.85)	(73,123.85)	-
Total Change Orders:	\$ (163,566.55)	\$ (163,566.55)	\$ -
Future Projects	\$ 1,439,940.99	\$ -	\$ 1,439,940.99
Total Construction Costs	\$ 10,037,843.05	\$ 10,015,175.97	\$ 22,667.08
Total Expenditures	\$ 11,942,572.85	\$ 12,243,023.20	\$ 26,682.75
Funds Remaining		\$ 190,249.30	

Reconciliation to Bank Statement:

Construction Acct. @ 10/31/06	\$ 176,535.35
Cost of Issuance Acct. @ 10/31/06	\$ 13,713.95
Total	\$ 190,249.30

Bank Reconciliation

Killarney Community Development District

November 16, 2006 3:23 PM

Page 1

LUSKT

Bank Account No. 0118

Statement No. 10-06

Statement Date 10/31/06

Currency Code

G/L Balance (\$)	129,131.75
G/L Balance	129,131.75
Positive Adjustments	0.00
Subtotal	129,131.75
Negative Adjustments	0.00
Ending G/L Balance	129,131.75
Difference	0.00

Statement Balance	129,131.75
Outstanding Deposits	0.00
Subtotal	129,131.75
Outstanding Checks	0.00
Total Differences	0.00
Ending Balance	129,131.75

Posting Date	D Ty	Document No.	Accou Type	Account No.	Description	Bal. Accou No.	Bal. Account No.	Amount	Cleared Amount	Difference
Checks										
09/27/06	Pa	823	G/L Ac		FLORIDA MUNICIPAL INSURAN	G/L Ac		4,135.00	4,135.00	0.00
09/27/06	Pa	824	G/L Ac		KILLARNEY CDD	G/L Ac		100,174.21	100,174.21	0.00
09/27/06	Pa	825	G/L Ac		SEVERN TRENT ENVIRONMEN	G/L Ac		5,650.78	5,650.78	0.00
09/27/06	Pa	826	G/L Ac		TIMES PUBLISHING COMPANY	G/L Ac		57.46	57.46	0.00
10/06/06	Pa	827	G/L Ac		SANDRA MANUELE	G/L Ac		907.80	907.80	0.00
10/10/06	Pa	828	G/L Ac		AMERICAN ACCESS CONTROL,	G/L Ac		280.00	280.00	0.00
10/10/06	Pa	829	G/L Ac		BE-MAC SERVICES, INC.	G/L Ac		14,089.25	14,089.25	0.00
10/10/06	Pa	830	G/L Ac		E.C. ELECTRICAL	G/L Ac		518.00	518.00	0.00
10/10/06	Pa	831	G/L Ac		FEDEX	G/L Ac		38.41	38.41	0.00
10/10/06	Pa	832	G/L Ac		HERNANDO COUNTY UTILITIES	G/L Ac		388.26	388.26	0.00
10/10/06	Pa	833	G/L Ac		INFANTE SERVICES, INC.	G/L Ac		765.00	765.00	0.00
10/10/06	Pa	834	G/L Ac		JOB JAR	G/L Ac		205.00	205.00	0.00
10/10/06	Pa	835	G/L Ac		LINEX MARKINGS INC.	G/L Ac		3,565.00	3,565.00	0.00
10/10/06	Pa	836	G/L Ac		PEACHTREE BUSINESS PROD	G/L Ac		337.00	337.00	0.00
10/10/06	Pa	837	G/L Ac		SANDRA MANUELE	G/L Ac		162.59	162.59	0.00
10/10/06	Pa	838	G/L Ac		SEASIDE SANITATION	G/L Ac		189.79	189.79	0.00
10/10/06	Pa	839	G/L Ac		UPS	G/L Ac		52.60	52.60	0.00
10/10/06	Pa	840	G/L Ac		WITHLACOOCHEE RIVER ELEC	G/L Ac		1,834.63	1,834.63	0.00
10/19/06	Pa	842	G/L Ac		BELLSOUTH	G/L Ac		196.25	196.25	0.00
10/19/06	Pa	843	G/L Ac		FEDEX	G/L Ac		134.12	134.12	0.00
10/19/06	Pa	844	G/L Ac		FLORIDA DEPT COMMUNITY AF	G/L Ac		175.00	175.00	0.00
10/19/06	Pa	845	G/L Ac		HERNANDO COUNTY CODE	G/L Ac		550.00	550.00	0.00
10/19/06	Pa	846	G/L Ac		INFANTE SERVICES, INC.	G/L Ac		340.00	340.00	0.00
10/19/06	Pa	847	G/L Ac		SUPERIOR SITE DEV., INC.	G/L Ac		4,644.00	4,644.00	0.00
10/19/06	Pa	848	G/L Ac		TIMES PUBLISHING COMPANY	G/L Ac		27.08	27.08	0.00
10/19/06	Pa	849	G/L Ac		WAYNE RANSOM	G/L Ac		140.46	140.46	0.00
10/20/06	Pa	841	G/L Ac		SANDRA MANUELE	G/L Ac		907.80	907.80	0.00
Total Checks.								140,465.49	140,465.49	0.00

Deposits

Bank Reconciliation

Killamey Community Development District

November 16, 2006 3:23 PM

Page 2

LUSKT

Posting Date	D Ty	Document No.	Accou Type	Account No.	Description	Bal. Accou	Bal. Account No.	Amount	Cleared Amount	Difference
Deposits										
10/06/06	Pa	GC000004	G/L Ac		IRS Tax Payments	G/L Ac		-251.51	-251.51	0.00
10/19/06	Pa	GC000004	G/L Ac		Hernando County Tax Collections-	G/L Ac		84.87	84.87	0.00
10/20/06	Pa	GC000005	G/L Ac		IRS Tax Payments	G/L Ac		-251.51	-251.51	0.00
Total Deposits								-418.15	-418.15	0.00

Killarney

Community Development District

Check Register Summary

October 31, 2006

Check Dates	Check No.	Total
10/01/06 - 10/31/06	827 - 849	\$ 30,448.04
Total		\$ 30,448.04

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 15 PM 3:49

April 12, 2007

Hernando County Clerk of Court
Karen Nicolai
20 North Main Street, Room 130
Brooksville, FL 34601

RE: Sterling Hill Community Development District

To Whom It May Concern:

Pursuant to Section 11.45, Florida Statutes, and Section 189.418, Florida Statutes, an independent special district in one county must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the County governing within 45 days of audit completion and within 12 months of fiscal year end. One copy of the report must be submitted to the Clerk of the Board of County Commissioners.

Accordingly, enclosed is one copy of the Annual Financial Audit Report for the Fiscal Year Ended September 30, 2006 for the above referenced district. Please call me at (813) 933-5571 with any questions.

Sincerely,



Steven P. Murman

Enclosures

CTN 3

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 15 PM 3:49

April 12, 2007

Hernando County Clerk of Court
Karen Nicolai
20 North Main Street, Room 130
Brooksville, FL 34601

RE: Sterling Hill Community Development District

To Whom It May Concern:

Pursuant to Section 11.45, Florida Statutes, and Section 189.418, Florida Statutes, an independent special district in one county must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the County governing within 45 days of audit completion and within 12 months of fiscal year end. One copy of the report must be submitted to the Clerk of the Board of County Commissioners.

Accordingly, enclosed is one copy of the Annual Financial Audit Report for the Fiscal Year Ended September 30, 2006 for the above referenced district. Please call me at (813) 933-5571 with any questions.

Sincerely,



Steven P. Murman

Enclosures

CTN 3

CONSENT AGENDA MEMORANDUM

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: April 5, 2007

VIA: Gary Kuhl 
County Administrator

SUBJECT: Thrasher Road---
Clarification amendment
to existing agreement

FROM: Kent L. Weissinger 
Assistant County Attorney

BRIEF OVERVIEW:

In 2005, the Board approved an agreement formalizing the commitment of Optima DHM (Developer) to fulfill certain Seville master plan approval conditions regarding the Thrasher Road extension. Since then the Developer has sold a portion of the property, and the agreement as approved contained a provision that would have required the Developer to pave a portion of the road well in advance of either development of its remaining property and without any coordination with County improvement of the remainder of the road. With staff input and approval, an amendment has been prepared under which the Developer's obligation to improve the road is based upon and coordinated with County improvement of that portion of the road which is a County responsibility. When the County begins work on the road, the Developer is obligated to improve his portion of the road to the same standards (either limerock or paving). Remaining terms of the original agreement regarding provision of right-of-way are unaffected.

LEGAL AUTHORITY:

Pursuant to s. 125.01, Florida Statutes.

BUDGET IMPACT:

N/A

RECOMMENDATION:

That the Board approve the proposed amendment to the existing Agreement between the Seville Developer and the County with respect to Developer obligations to improve Thrasher Road pursuant to conditions imposed on Master Plan amendment, and authorize the Chair to execute the Agreement.

ADMINISTRATIVE NOTE:

Attachment

cc: Larry Jennings
Charles Mixson
Ron Pianta

AGENDA ITEM

H.

FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005

THIS FIRST AMENDMENT is made and entered into on the ____ day of _____, 2006, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

"e. To commence the hard-surfacing (limerock and/or pavement) of that portion of Thrasher Road ~~lying east as extended to the east and northeast~~ of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by vertical construction on Eastern Seville, the subject portion of Thrasher Road shall be paved to County standards by the Developer. If this obligation is triggered by County hard-surfacing, the Developer's work hereunder with respect to limerocking versus paving must

match or exceed the nature of the County's construction, provided however that at such time as the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, Developer shall be responsible for matching or exceeding the nature of the County's construction within ninety (90) days of completion of the County's construction with respect to that portion of Thrasher Road as extended to the east and northeast of the Suncoast Parkway. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2006.

ATTEST:

OPTIMA DHM CORPORATION

By: _____

Witness

ATTEST

BOARD OF COUNTY COMMISSIONERS

OF HERNANDO COUNTY, FLORIDA

By: _____
CHAIRPERSON

KAREN NICOLAI
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

 kw 4/18/07

Assistant County Attorney

**FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005**

THIS FIRST AMENDMENT is made and entered into on the 2 day of April, 2007, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each

to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

“e. To commence the hard-surfacing (limerock and/or pavement) of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by County hard-surfacing, the Developer’s work hereunder with respect to limerocking versus paving must match or exceed the nature of the County’s construction. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency.”

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

this ____ day of _____, 2007.

ATTEST:

Judi Saker
Witness

JUDI SAKER
Printed Name of Witness

JCS
Witness

JAMES COCCHI
Printed Name of Witness

OPTIMA DHM CORPORATION

By: [Signature]

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: _____
CHAIRPERSON

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature] kw 4/5/07
Assistant County Attorney

AGENDA MEMORANDUM

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: April 12, 2005

VIA: Gary Adams 
County Administrator

SUBJECT: Thrasher Road---
Agreement with Developer for
Right-of-Way, Limerocking,
and Paving

FROM: Kent L. Weissinger 
Assistant County Attorney

BRIEF OVERVIEW:

As part of conditions imposed on an amendment to Master Plan approval for Seville, the Developer was required to provide certain rights-of-way and to assume certain obligations for improvements to an extended Thrasher Road, which would eventually serve as a collector roadway between U.S. 19 and U.S. 98 in northwest Hernando County. As part of a series of related transactions, the Developer and County staff have agreed on the form of a Developer commitment to fulfill the conditions regarding the Thrasher Road extension, and a contract between the County and the Developer is attached.

Under the proposed Agreement, the Developer will provide right-of-way not already owned by the County along a defined route from the current eastern terminus of Thrasher Road east, then north and under the Suncoast Parkway at an existing overpass through the Eastern Seville development to U.S. 19 at a point consistent with the entrance to World Woods. A small portion of County property at the Northwest Solid Waste Management Facility may be required for the road, and the Agreement calls for the Developer to restore and improve affected portions of the facility and its infrastructure per Utilities Department needs, and to further provide cash or land in a reasonably equivalent value to make the County whole. The Agreement also calls for limerocking the extension when any Seville development begins and to pave the extension when vertical development begins at Eastern Seville.

Planning and Public Works staff have been involved in negotiating the Agreement and believe the proposed contract is consistent with the zoning conditions.

"MINUTES OF"

JUN 14 2005

CONSENT
AGENDA ITEM

14.

LEGAL AUTHORITY:

Pursuant to s. 125.01, Florida Statutes, and County Subdivision Regulations and the Zoning Ordinance.

BUDGET IMPACT:

Under the Agreement terms, there should be no budget impact to the County.

RECOMMENDATION:

That the Board approve the proposed Agreement between the Seville Developer and the County with respect to the extension of Thrasher Road pursuant to conditions imposed on Master Plan amendment and authorize the Chair to execute the Agreement.

ADMINISTRATIVE NOTE:

cc: Larry Jennings
Charles Mixson

CONSENT AGENDA #14—THRASHER ROAD AGREEMENT

A final revision to this document...revised Friday per Developer request in apparent compliance with zoning conditions for Seville Master Plan approval. Per Planning, the revised Agreement was not in literal compliance with conditions and was revised yesterday.

First revision, removing Developer responsibility for limerocking as exceeding zoning condition, but limiting responsibility for paving road through Eastern Seville until development begins in Eastern Seville:

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

Final revision, to provide for paving road through Eastern Seville on any development in the Seville project, western or eastern:

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on any portion of the Seville project or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

"MINUTES OF"

JUN 14 2005

Consent #14

20/11-11 R County Attorney Office

Doc# 2005055472
Hernando County, Florida
06/20/2005 4:03PM
KAREN NICOLAI, Clerk
OFFICIAL RECORDS
BK: 2051 PG: 1482

AGREEMENT

THIS AGREEMENT is made and entered into on the 14th day of June 2005, by and between OPTIMA DHM CORPORATION (the "Developer") and Hernando County, a subdivision of the State of Florida (the "County") regarding Condition 17 of the County's approval of the Seville Master Plan. The parties state:

Recitals

WHEREAS, on August 7, 2002, Hernando County approved revisions to the Seville Master Plan (Planning File Number H-02-05) which includes approximately 1,352 acres of land lying in Section 12, Township 21 South, Range 17 East and Sections 3, 4, 5, 7, 8, 9, 10 and 16, Township 21 South, Range 18 East, Hernando County, Florida, and more fully described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Subject Property"); and,

WHEREAS, on July 8, 2002, the Hernando County Planning and Zoning Commission heard the aforesaid rezoning application and voted 4-1 to approve the petitioner's request subject to conditions; and,

WHEREAS, one of the conditions for approval was that Developer and the County enter into an agreement as to certain improvements to be made to Thrasher Road by the Developer; and,

WHEREAS, the Developer intends to construct a development on the Subject Property; and,

WHEREAS, the Amended and Restated Water and Sewer Agreement in effect between Developer and the County Water and Sewer District as of the date of this Agreement depends in part upon the right-of-way and improvements provided for herein, based on the separate Memorandum of Agreement between the County and the Florida Turnpike Enterprise; and,

WHEREAS, the County desires to see such improvements and commitments from the Developer as will facilitate the flow of traffic in and adjacent to the development on the Subject Property, particularly with respect to extending Thrasher Road to U.S. 98; and,

WHEREAS, the Developer is willing to commit herein to the improvements, projects and donations set forth herein with respect to the Subject Property in return for being authorized to proceed with the development as approved.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

Note: This document was presented for Recording containing
SOME ENTRIES THAT ARE OF POOR QUALITY AND MAY
NOT BE LEGIBLE.

2. Effective Date and Duration. This Agreement shall take effect upon the date executed by the last party hereto (the "Effective Date"). This Agreement shall terminate upon the build-out of the Subject Property, the fulfillment of all obligations hereunder, or by operation of applicable law, whichever occurs last.

3. Consistency with Comprehensive Plan and Land Development Regulations. The parties find and agree that the development uses permitted on the Subject Property as described in Resolution #2002-190 approving rezoning of the subject property are consistent with Hernando County's adopted Comprehensive Plan and land development regulations.

4. Thrasher Road Extension. As provided in Condition 17 of the County's approval of the Master Plan, the Developer agrees as follows:

a. To provide a minimum of eighty (80) feet of right-of-way so that Thrasher Road can be extended from its current eastern terminus where it terminates at Downy Woodpecker Road to U.S. 98, except the Developer is not required to provide the right-of-way where the right-of-way is owned by the Florida Department of Transportation. In areas where the County owns a right-of-way along the route specified in paragraph b. herein, Developer shall be responsible for acquisition or reimbursement of the cost of County acquisition to increase any existing right-of-way from its current width to eighty (80) feet. Cost of acquisition shall include all compensation awarded in any eminent domain acquisition, including court costs, expert witness costs, and attorneys' fees.

b. The route of the Thrasher Road extension generally shall be the following described route: (1) Thrasher Road shall be extended easterly through Block 721 of Royal Highlands Unit No. 8 across the two hundred ninety-five foot wide Progress Energy right-of-way and through Block 732 of Royal Highlands Unit No. 8 to Courlan Road; (2) go north on Courlan Road to the north boundary of Section 15, Township 21 South, Range 18 East and the north boundary of Royal Highlands Unit No. 8; (3) go northeasterly across the Florida Department of Transportation property to the westerly right-of-way of the Suncoast Parkway; (4) go across the Suncoast Parkway right-of-way to the easterly right-of-way of the Suncoast Parkway; and (5) proceed along the route shown on Exhibit B until the road intersects U.S. 98 right-of-way.

Those portions of the Thrasher Road extension described in (1), (2), (3), and (4) are owned either by Hernando County or the Florida Department of Transportation. A portion of (5) is also owned by Hernando County.

c. To the extent the route described in (5) above requires the use of any County property, the Developer shall: (1) reconstruct the landfill perimeter limerock road and establish a gated access between the perimeter road and the new road; (2) reconstruct a small portion of the back access limerock road; (3) replace the lost drainage retention as part of the design of the new road; (4) establish a fifty (50) foot natural buffer along the south side of the eastern Seville parcel and adjacent to the north property line of the landfill, using existing vegetation to the extent feasible; and (5) compensate the County with either cash or property of reasonably acceptable equivalent value.

d. The route described in (5) above may be changed with the written approval of both parties. If there is to be a change in the route of the Thrasher Road extension, the change must be agreed upon prior to the commencement of construction of that portion of the project referred to as Eastern Seville.

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on any portion of the Seville project or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

5. Compliance with Applicable Laws and Regulations. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

6. Force Majeure. The parties agree that failure or delay of the County or Developer in performing any of the terms of this Agreement shall be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulation beyond the control of the County or the Developer.

7. Entire Agreement. This Agreement contains the entire Agreement of the parties as it is the specific intent of the parties that this Agreement alone sets forth the terms and conditions on which the parties have mutually agreed. No oral statements, representations or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.

8. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by both the Developer and the County, or their respective successors or assigns.

9. Binding Effect. This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and same instrument.

11. Authority. This Agreement is entered into pursuant to Chapter 23, Articles III (Division 5) and VIII of the Hernando County Code. The County is authorized to execute this Agreement in accordance with Florida law including, but not limited to, Chapter 125, Fla. Stat.

12. Governing Law; Disputes. This Agreement shall be interpreted and construed in accordance with the laws of Florida law including the Hernando County Code of Ordinances. Any dispute to this Agreement shall be litigated in civil court in Hernando County, Florida. Each party shall be responsible for its own costs and attorneys fees in the event of any dispute, claim, action or appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day
of June, 2005.

ATTEST:

OPTIMA DHM CORPORATION

By: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Sina D. Martenson, Deputy Clerk
KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: _____

Robert C. Schenck
ROBERT C. SCHENCK
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

6/14/05

Assistant County Attorney

6/8/05

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day
of June, 2005.

ATTEST:

Judi Salen

OPTIMA DHM CORPORATION

By: [Signature]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Don D. Martinez, Deputy Clerk
KAREN NICOLAY
CLERK OF CIRCUIT COURT

By: [Signature]
ROBERT C. SCHENCK
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature] 6/14/05

Assistant County Attorney

6/8/05



HERNANDO COUNTY THRASHER ROAD EXTENSIONS



THRASHER RD LINK AND RESPONSIBLE PARTY

- DEVELOPER ROW, COUNTY PAVING
- DEVELOPER ROW AND PAVING
- EXISTING THRASHER RD COUNTY ROW/PAVING



Hernando County Geographic Information System (GIS)
Standard Legal Disclaimer

"The information in this database or its representation upon a digital or hard copy thereof is compiled and/or generated for internal County purposes. It is not necessarily official, and may or may not reflect the most current changes. Accordingly, use of this information is at the user's own risk, and Hernando County hereby disclaims any liability for claims, damages, injury, or loss of any kind based upon use of or reliance upon the information for any purpose whatsoever."

CONSENT AGENDA MEMORANDUM

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: April 5, 2007

VIA: Gary Kuhl 
County Administrator

SUBJECT: Thrasher Road---
Clarification amendment
to existing agreement

FROM: Kent L. Weissinger 
Assistant County Attorney

BRIEF OVERVIEW:

In 2005, the Board approved an agreement formalizing the commitment of Optima DHM (Developer) to fulfill certain Seville master plan approval conditions regarding the Thrasher Road extension. Since then the Developer has sold a portion of the property, and the agreement as approved contained a provision that would have required the Developer to pave a portion of the road well in advance of either development of its remaining property and without any coordination with County improvement of the remainder of the road. With staff input and approval, an amendment has been prepared under which the Developer's obligation to improve the road is based upon and coordinated with County improvement of that portion of the road which is a County responsibility. When the County begins work on the road, the Developer is obligated to improve his portion of the road to the same standards (either limerock or paving). Remaining terms of the original agreement regarding provision of right-of-way are unaffected.

LEGAL AUTHORITY:

Pursuant to s. 125.01, Florida Statutes.

BUDGET IMPACT:

N/A

RECOMMENDATION:

That the Board approve the proposed amendment to the existing Agreement between the Seville Developer and the County with respect to Developer obligations to improve Thrasher Road pursuant to conditions imposed on Master Plan amendment, and authorize the Chair to execute the Agreement.

ADMINISTRATIVE NOTE:

Attachment

cc: Larry Jennings
Charles Mixson
Ron Pianta

AGENDA ITEM

H.

FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005

THIS FIRST AMENDMENT is made and entered into on the ____ day of _____, 2006, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

"e. To commence the hard-surfacing (limerock and/or pavement) of that portion of Thrasher Road ~~lying east~~ as extended to the east and northeast of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by vertical construction on Eastern Seville, the subject portion of Thrasher Road shall be paved to County standards by the Developer. If this obligation is triggered by County hard-surfacing, the Developer's work hereunder with respect to limerocking versus paving must

match or exceed the nature of the County's construction, provided however that at such time as the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, Developer shall be responsible for matching or exceeding the nature of the County's construction within ninety (90) days of completion of the County's construction with respect to that portion of Thrasher Road as extended to the east and northeast of the Suncoast Parkway. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2006.

ATTEST:

OPTIMA DHM CORPORATION

By: _____

Witness

ATTEST

BOARD OF COUNTY COMMISSIONERS

OF HERNANDO COUNTY, FLORIDA

By: _____
CHAIRPERSON

KAREN NICOLAI
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

 kw 4/18/07

Assistant County Attorney

**FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005**

THIS FIRST AMENDMENT is made and entered into on the 2 day of April, 2007, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

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This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

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This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

**FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005**

THIS FIRST AMENDMENT is made and entered into on the 2 day of April, 2007, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

this ____ day of _____, 2007.

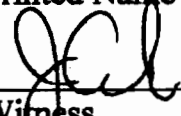
ATTEST:



Witness

JUDI SAKER

Printed Name of Witness



Witness

JAMES COCCHI

Printed Name of Witness

OPTIMA DHM CORPORATION

By: 

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: _____
CHAIRPERSON

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

 kw 4/5/07

Assistant County Attorney

AGENDA MEMORANDUM

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: April 12, 2005

VIA: Gary Adams 
County Administrator

SUBJECT: Thrasher Road---
Agreement with Developer for
Right-of-Way, Limerocking,
and Paving

FROM: Kent L. Weissinger 
Assistant County Attorney

BRIEF OVERVIEW:

As part of conditions imposed on an amendment to Master Plan approval for Seville, the Developer was required to provide certain rights-of-way and to assume certain obligations for improvements to an extended Thrasher Road, which would eventually serve as a collector roadway between U.S. 19 and U.S. 98 in northwest Hernando County. As part of a series of related transactions, the Developer and County staff have agreed on the form of a Developer commitment to fulfill the conditions regarding the Thrasher Road extension, and a contract between the County and the Developer is attached.

Under the proposed Agreement, the Developer will provide right-of-way not already owned by the County along a defined route from the current eastern terminus of Thrasher Road east, then north and under the Suncoast Parkway at an existing overpass through the Eastern Seville development to U.S. 19 at a point consistent with the entrance to World Woods. A small portion of County property at the Northwest Solid Waste Management Facility may be required for the road, and the Agreement calls for the Developer to restore and improve affected portions of the facility and its infrastructure per Utilities Department needs, and to further provide cash or land in a reasonably equivalent value to make the County whole. The Agreement also calls for limerocking the extension when any Seville development begins and to pave the extension when vertical development begins at Eastern Seville.

Planning and Public Works staff have been involved in negotiating the Agreement and believe the proposed contract is consistent with the zoning conditions.

"MINUTES OF"

JUN 14 2005

CONSENT
AGENDA ITEM

14.

LEGAL AUTHORITY:

Pursuant to s. 125.01, Florida Statutes, and County Subdivision Regulations and the Zoning Ordinance.

BUDGET IMPACT:

Under the Agreement terms, there should be no budget impact to the County.

RECOMMENDATION:

That the Board approve the proposed Agreement between the Seville Developer and the County with respect to the extension of Thrasher Road pursuant to conditions imposed on Master Plan amendment and authorize the Chair to execute the Agreement.

ADMINISTRATIVE NOTE:

cc: Larry Jennings
Charles Mixson

CONSENT AGENDA #14—THRASHER ROAD AGREEMENT

A final revision to this document...revised Friday per Developer request in apparent compliance with zoning conditions for Seville Master Plan approval. Per Planning, the revised Agreement was not in literal compliance with conditions and was revised yesterday.

First revision, removing Developer responsibility for limerocking as exceeding zoning condition, but limiting responsibility for paving road through Eastern Seville until development begins in Eastern Seville:

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

Final revision, to provide for paving road through Eastern Seville on any development in the Seville project, western or eastern:

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on any portion of the Seville project or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

"MINUTES OF"

JUN 14 2005

Consent #14

AGREEMENT

THIS AGREEMENT is made and entered into on the 14th day of June 2005, by and between OPTIMA DHM CORPORATION (the "Developer") and Hernando County, a subdivision of the State of Florida (the "County") regarding Condition 17 of the County's approval of the Seville Master Plan. The parties state:

Recitals

WHEREAS, on August 7, 2002, Hernando County approved revisions to the Seville Master Plan (Planning File Number H-02-05) which includes approximately 1,352 acres of land lying in Section 12, Township 21 South, Range 17 East and Sections 3, 4, 5, 7, 8, 9, 10 and 16, Township 21 South, Range 18 East, Hernando County, Florida, and more fully described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Subject Property"); and,

WHEREAS, on July 8, 2002, the Hernando County Planning and Zoning Commission heard the aforesaid rezoning application and voted 4-1 to approve the petitioner's request subject to conditions; and,

WHEREAS, one of the conditions for approval was that Developer and the County enter into an agreement as to certain improvements to be made to Thrasher Road by the Developer; and,

WHEREAS, the Developer intends to construct a development on the Subject Property; and,

WHEREAS, the Amended and Restated Water and Sewer Agreement in effect between Developer and the County Water and Sewer District as of the date of this Agreement depends in part upon the right-of-way and improvements provided for herein, based on the separate Memorandum of Agreement between the County and the Florida Turnpike Enterprise; and,

WHEREAS, the County desires to see such improvements and commitments from the Developer as will facilitate the flow of traffic in and adjacent to the development on the Subject Property, particularly with respect to extending Thrasher Road to U.S. 98; and,

WHEREAS, the Developer is willing to commit herein to the improvements, projects and donations set forth herein with respect to the Subject Property in return for being authorized to proceed with the development as approved.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

Note: This document was presented for Recording containing
SOME ENTRIES THAT ARE OF POOR QUALITY AND MAY
NOT BE LEGIBLE.

2. Effective Date and Duration. This Agreement shall take effect upon the date executed by the last party hereto (the "Effective Date"). This Agreement shall terminate upon the build-out of the Subject Property, the fulfillment of all obligations hereunder, or by operation of applicable law, whichever occurs last.

3. Consistency with Comprehensive Plan and Land Development Regulations. The parties find and agree that the development uses permitted on the Subject Property as described in Resolution #2002-190 approving rezoning of the subject property are consistent with Hernando County's adopted Comprehensive Plan and land development regulations.

4. Thrasher Road Extension. As provided in Condition 17 of the County's approval of the Master Plan, the Developer agrees as follows:

a. To provide a minimum of eighty (80) feet of right-of-way so that Thrasher Road can be extended from its current eastern terminus where it terminates at Downy Woodpecker Road to U.S. 98, except the Developer is not required to provide the right-of-way where the right-of-way is owned by the Florida Department of Transportation. In areas where the County owns a right-of-way along the route specified in paragraph b. herein, Developer shall be responsible for acquisition or reimbursement of the cost of County acquisition to increase any existing right-of-way from its current width to eighty (80) feet. Cost of acquisition shall include all compensation awarded in any eminent domain acquisition, including court costs, expert witness costs, and attorneys' fees.

b. The route of the Thrasher Road extension generally shall be the following described route: (1) Thrasher Road shall be extended easterly through Block 721 of Royal Highlands Unit No. 8 across the two hundred ninety-five foot wide Progress Energy right-of-way and through Block 732 of Royal Highlands Unit No. 8 to Courlan Road; (2) go north on Courlan Road to the north boundary of Section 15, Township 21 South, Range 18 East and the north boundary of Royal Highlands Unit No. 8; (3) go northeasterly across the Florida Department of Transportation property to the westerly right-of-way of the Suncoast Parkway; (4) go across the Suncoast Parkway right-of-way to the easterly right-of-way of the Suncoast Parkway; and (5) proceed along the route shown on Exhibit B until the road intersects U.S. 98 right-of-way.

Those portions of the Thrasher Road extension described in (1), (2), (3), and (4) are owned either by Hernando County or the Florida Department of Transportation. A portion of (5) is also owned by Hernando County.

c. To the extent the route described in (5) above requires the use of any County property, the Developer shall: (1) reconstruct the landfill perimeter limerock road and establish a gated access between the perimeter road and the new road; (2) reconstruct a small portion of the back access limerock road; (3) replace the lost drainage retention as part of the design of the new road; (4) establish a fifty (50) foot natural buffer along the south side of the eastern Seville parcel and adjacent to the north property line of the landfill, using existing vegetation to the extent feasible; and (5) compensate the County with either cash or property of reasonably acceptable equivalent value.

d. The route described in (5) above may be changed with the written approval of both parties. If there is to be a change in the route of the Thrasher Road extension, the change must be agreed upon prior to the commencement of construction of that portion of the project referred to as Eastern Seville.

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on any portion of the Seville project or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

5. Compliance with Applicable Laws and Regulations. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

6. Force Majeure. The parties agree that failure or delay of the County or Developer in performing any of the terms of this Agreement shall be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulation beyond the control of the County or the Developer.

7. Entire Agreement. This Agreement contains the entire Agreement of the parties as it is the specific intent of the parties that this Agreement alone sets forth the terms and conditions on which the parties have mutually agreed. No oral statements, representations or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.

8. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by both the Developer and the County, or their respective successors or assigns.

9. Binding Effect. This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and same instrument.

11. Authority. This Agreement is entered into pursuant to Chapter 23, Articles III (Division 5) and VIII of the Hernando County Code. The County is authorized to execute this Agreement in accordance with Florida law including, but not limited to, Chapter 125, Fla. Stat.

12. Governing Law; Disputes. This Agreement shall be interpreted and construed in accordance with the laws of Florida law including the Hernando County Code of Ordinances. Any dispute to this Agreement shall be litigated in civil court in Hernando County, Florida. Each party shall be responsible for its own costs and attorneys fees in the event of any dispute, claim, action or appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day
of June, 2005.

ATTEST:

OPTIMA DHM CORPORATION

By: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Sina D. Martignoni, Deputy Clerk
KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: _____

Robert C. Schenck
ROBERT C. SCHENCK
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

6/14/05

Assistant County Attorney

6/8/05

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day
of June, 2005.

ATTEST:

Jude Saker

OPTIMA DHM CORPORATION

By: [Signature]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

[Signature] Deputy Clerk
KAREN NICOLAY
CLERK OF CIRCUIT COURT

By: [Signature]
ROBERT C. SCHENCK
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

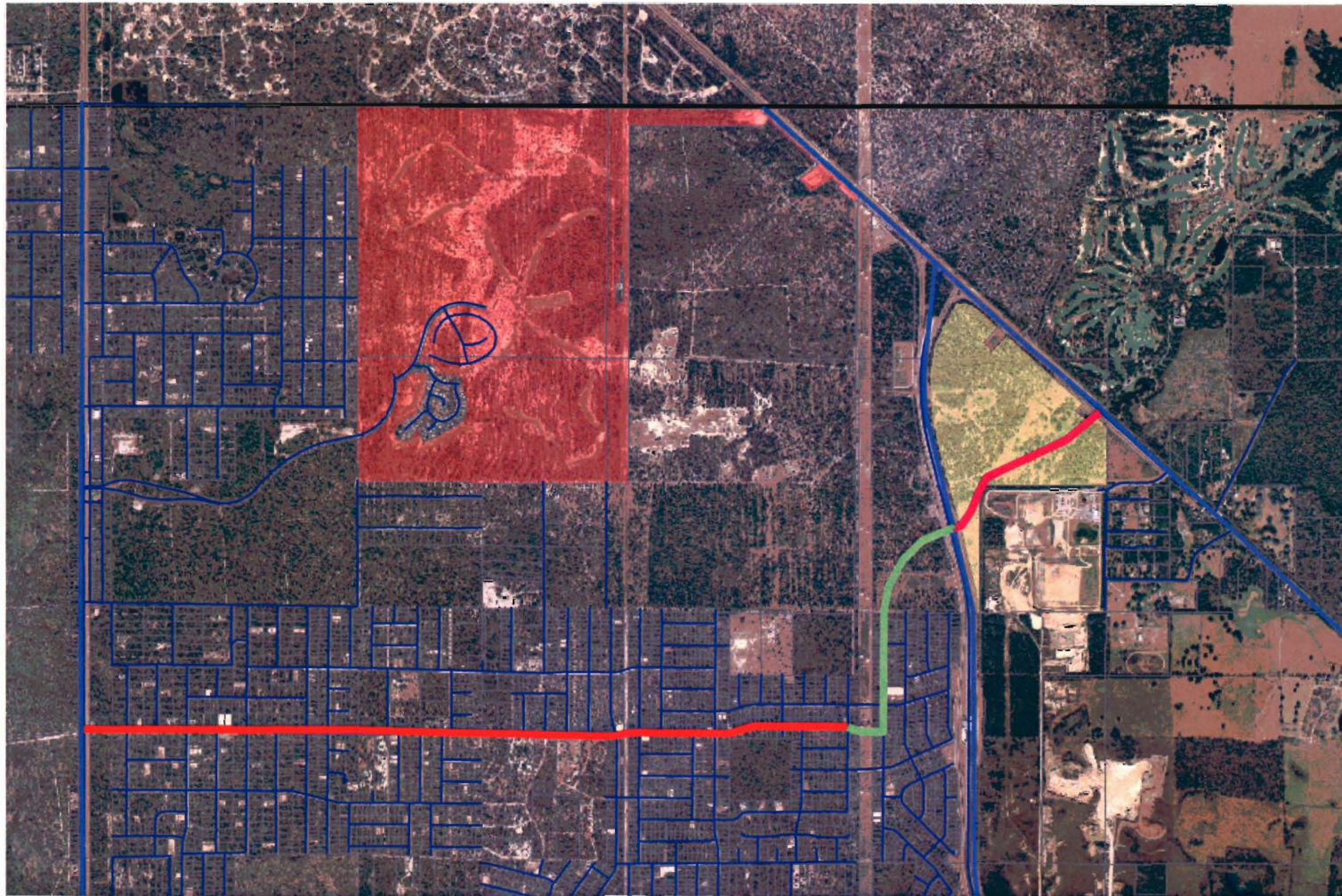
[Signature] 6/14/05

Assistant County Attorney

6/8/05



HERNANDO COUNTY THRASHER ROAD EXTENSIONS



THRASHER RD LINK AND RESPONSIBLE PARTY

- DEVELOPER ROW, COUNTY PAVING
- DEVELOPER ROW AND PAVING
- EXISTING THRASHER RD COUNTY ROW/PAVING



Hernando County Geographic Information System (GIS)
Standard Legal Disclaimer

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FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005



LT1-2-2010015385-1



LT2-2728-451-2

R-131-2
THIS FIRST AMENDMENT is made and entered into on the 14 day of June, 2007, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

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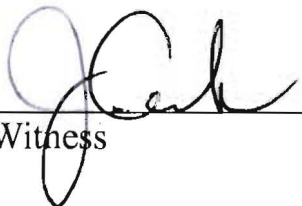
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Suncoast Parkway, Developer shall be responsible for matching or exceeding the nature of the County's construction within ninety (90) days of completion of the County's construction with respect to that portion of Thrasher Road as extended to the east and northeast of the Suncoast Parkway. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14 day of June, 2007.

ATTEST:



Witness

ATTEST

OPTIMA DHM CORPORATION

By: 

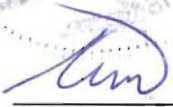
BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA


KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: 

CHAIRPERSON

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

 kw 6/14/07

Assistant County Attorney

April 17, 2007

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD OF
COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR

FROM: GRANT E. TOLBERT, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: April 24, 2007 PUBLIC HEARING(S) **REVIEWED BY:** _____

Brief Overview: The Development Department received the following variance request(s) to be heard by the BCC at the April 24, 2007 meeting. All public notice requirements have been met.

Budget Impact: A matter of policy.

Legal Note: See attached legal memorandum.

Recommended Action: See specific case listed below and attached staff reports.

Administrative Note: _____ Reviewed ☒ See attached staff report

☒ *Issue is a quasi-judicial function of the Board and Ex parte procedures apply.*

PETITIONER: William T. and Cheryl Woods

FILE NUMBER: V-07-17

PURPOSE: Variance to Increase Fence Height in Front Yard

GENERAL

LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

ZONING: PDP-SF

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and determine if just cause exists to issue the variance.

AGENDA ITEM

I 1-4

PETITIONER: Sandra Perez and Angel Orue

FILE NUMBER: V-06-70

PURPOSE: Variance to Reduce Front Yard Setback for Fence; and to Increase Fence Height and Fence Opacity in the Front Yard

GENERAL LOCATION: Corner of Hawthorne Road and Dorado Street

ZONING: PDP-SF

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and determine if just cause exists to issue the variance.

PETITIONER: Roger and Tracie Maler

FILE NUMBER: V-06-71

PURPOSE: Variance to Increase the Distance into a Waterway for a boatlift

GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

ZONING: R-1B

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and

PETITIONER: Susan Townsend

FILE NUMBER: V-07-05

PURPOSE: Variance to Reduce the Side Setback Requirement

GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane

ZONING: R-1B

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and deny same because the hardship is self imposed and is not emanating from the land.

**MEMORANDUM
HERNANDO COUNTY, FLORIDA**

TO: The Honorable Chairman and
Members of the Board of
County Commissioners

DATE: April 11, 2007

FROM: Development Department

SUBJECT: Variances

This Board has the authority to authorize a variance from the terms of the ordinance that will not be contrary to the public interest when, due to special conditions, a literal enforcement of the provisions of the ordinance would result in unnecessary and undue hardship. In order to authorize any variance from the terms of the ordinance, the governing body shall consider:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district;
 - (b) That the special conditions and circumstances do not result from the actions of the applicant;
 - (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district;
 - (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;
 - (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
 - (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
-

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Michael T. and Cheryl Woods
FILE NUMBER: V-07-17
PURPOSE: Variance to Increase Fence Height in the Front Yard
LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail
CURRENT ZONING: PDP-SF

ORDINANCE STANDARDS

Front yard requirements: Fences in the front yard shall be chain link, split-rail, picket or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line.

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING

North: PDP/SF
South: PDP/SF
East: PDP/SF
West: PDP/SF

SURROUNDING LAND USE

North: Vacant
South: Residential
East: Vacant
West: Vacant

1. The petitioner is requesting a variance to allow five foot high ornamental aluminum fencing in the front yard of her home located in Phase #5 of Woodland Waters subdivision.
2. The subject parcel is pie shaped and located on a curve in the front. The front lot line is approximately 180' long. The petitioner's contractor has stated that a 5' fence would provide greater flexibility in trying to match the grade of the property and would avoid the stair step look. He stated that this would be a more aesthetically pleasing view for the neighbors and community.
3. The petitioner is also proposing to install a decorative gate along her driveway. The drawing submitted show that they will meet the clear site triangle requirements.
4. Hernando County Code of Ordinances Chapter 8, Section 8-210.18 (Variances) states that a variance may be granted from the terms and provisions of the ordinance for just cause. (Hardship need not be proven.)

STAFF RECOMMENDATION: That the Board of County Commissioners review the above and determine if just cause exists to issue the requested variance.

AGENDA ITEM

I¹

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐ Yes ☐ No

If yes, please indicate type of application _____

DATE 3-29-07

1. Name of applicant (print) William T. and Cheryl Woods
Mailing Address 11118 Warm Wind Way
City Weeki Wachee State FL Zip 34613 Phone 352-650-4998
2. Legal description of property covered by this application Woodland Waters
Phase 5 Lot 55
- Section _____ Township _____ Range _____
3. Size of property covered by this application _____
4. Highway and street boundaries _____
5. Zoning district classification OTDP
6. Variance being requested 5' fence around the entire property

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE

Cheryl Woods

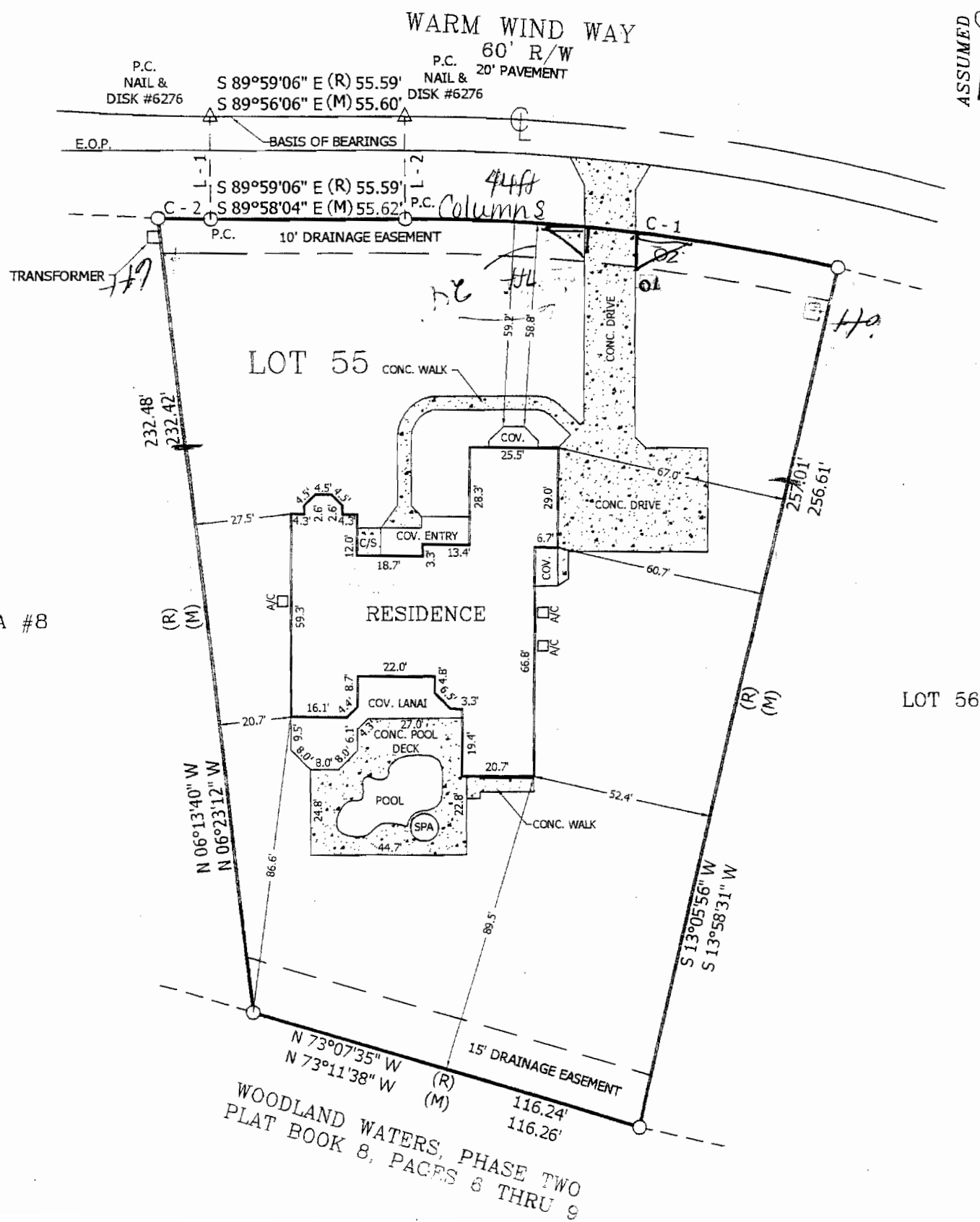
**To: The Board of County Commissioners and other
interested parties**

**We the property owners of 11118 Warm Wind Way
are requesting a fence variance from a 4 ft fence to
a 5 ft fence. The property listed above consist of
consist of steeply-graded property lines which at the
time of installation will create a difference in the height
of the fence and the installers ability to keep the fence
level at all four corners of the property. (see diagram A)**

**The sole purpose of this fence is to secure our property
while we are working abroad (Japan) 6-8 months a year.**

**Sincerely,
William T. Woods
Cheryl Woods**

ASSUMED



Homeowners

Association of

Woodland Waters, Inc.

10246 Woodland Waters Boulevard • Weeki Wachee, Florida 34613

January 29, 2007

William and Cheryl Woods
11118 Warm Wind Way.
Weeki Wachee, FL 34613

RE: Deed Restriction Request for Variance on Fencing

Dear Mr. and Mrs. Woods:

This letter will acknowledge our many conversations on this subject and my visit to your home on Tuesday, January 23, 2007.

During my visit, you shared with me your concerns regarding the differing grade levels of the four corners of your property, and the problems it would create with the installation of a 4' fence.

Your fencing contractor advised you that a 5' fence would provide less rigidity and greater flexibility in trying to match the grade of your property. Further, he advised that with a 5' fence, you could avoid having to "stair-step" the steeply-graded side property, creating a more aesthetically pleasing view for your neighbors and the community.

While we all acknowledge the deed restrictions call for a fence no greater than 4', in your situation, we will allow for the installation of a 5' fence.

However, it is to be understood that the only reason we are allowing this variance is because of the extenuating circumstances in this case, which we feel prohibit an aesthetically pleasing 4' fence.

Very truly yours,



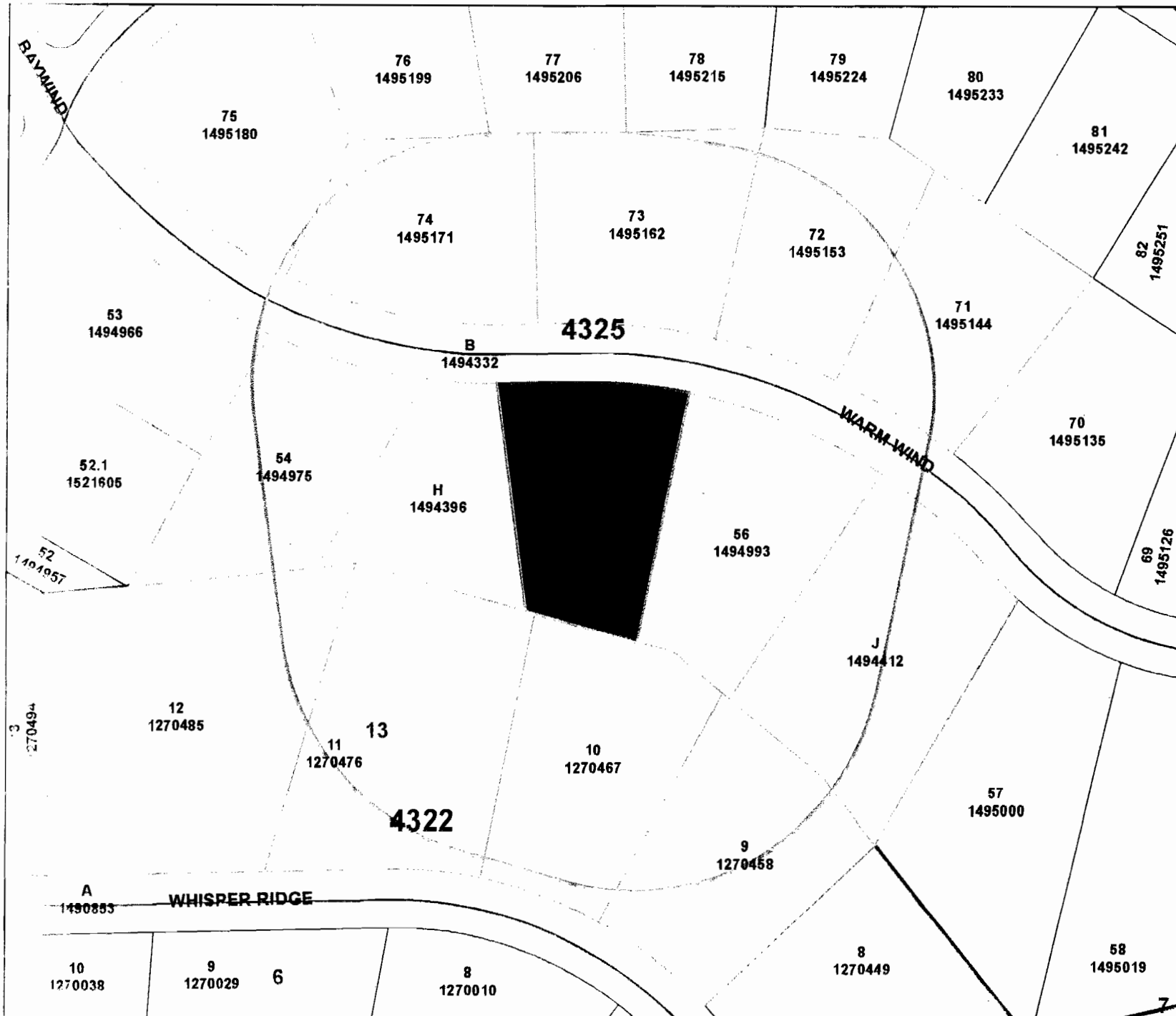
Norman W. Hatch, Jr.

Vice President, Homeowners Association of Woodland Waters, Inc.

Telephone: 352-592-5007

e-mail: board@woodlandwaters.org

WOODS APO



N Not To Scale

- Legend**
- SUBJECT PARCEI
 - Dashed - Easement
 - Dashed - Historic
 - Dashed - Subdivision
 - PARCEL SHAPE
 - PARCELS WITHIN 25
 - 250FT BUFFER

Alvin R. Mazourek, CFA
 This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification. Map reflects parcels, and boundaries as they existed on 03-30-07

GLEN LAKES, WOODLAND WATERS, HIGHLAND LAKES

RANGE 17 E

RANGE 17 E

RANGE 17 E

RANGE 18 E

TOWNSHIP 22 S

SEE MAP 21

TOWNSHIP 22 S

11

TOWNSHIP 22 S

SEE MAP 23

TOWNSHIP 22 S

11

CHASSAHOWITZKA
WILDLIFE MANAGEMENT
AREA

Chassahowitzka

Swamp

CRANE'S
LANDING

TOOKE
LAKE
EST.

GLEN
LAKES

19

Tooke

Lake

WOODLAND
WATERS

Wood Lake Joshua

WOODLAND
WATERS
THE
ENCLAVE

HAPPY
ACRES

HIGHLAND
LAKES EST.

EVANS

LAKESIDE

HTS.

LONG

LAKE

VOSS
OAK
LAKE
EST.

Oak Lake

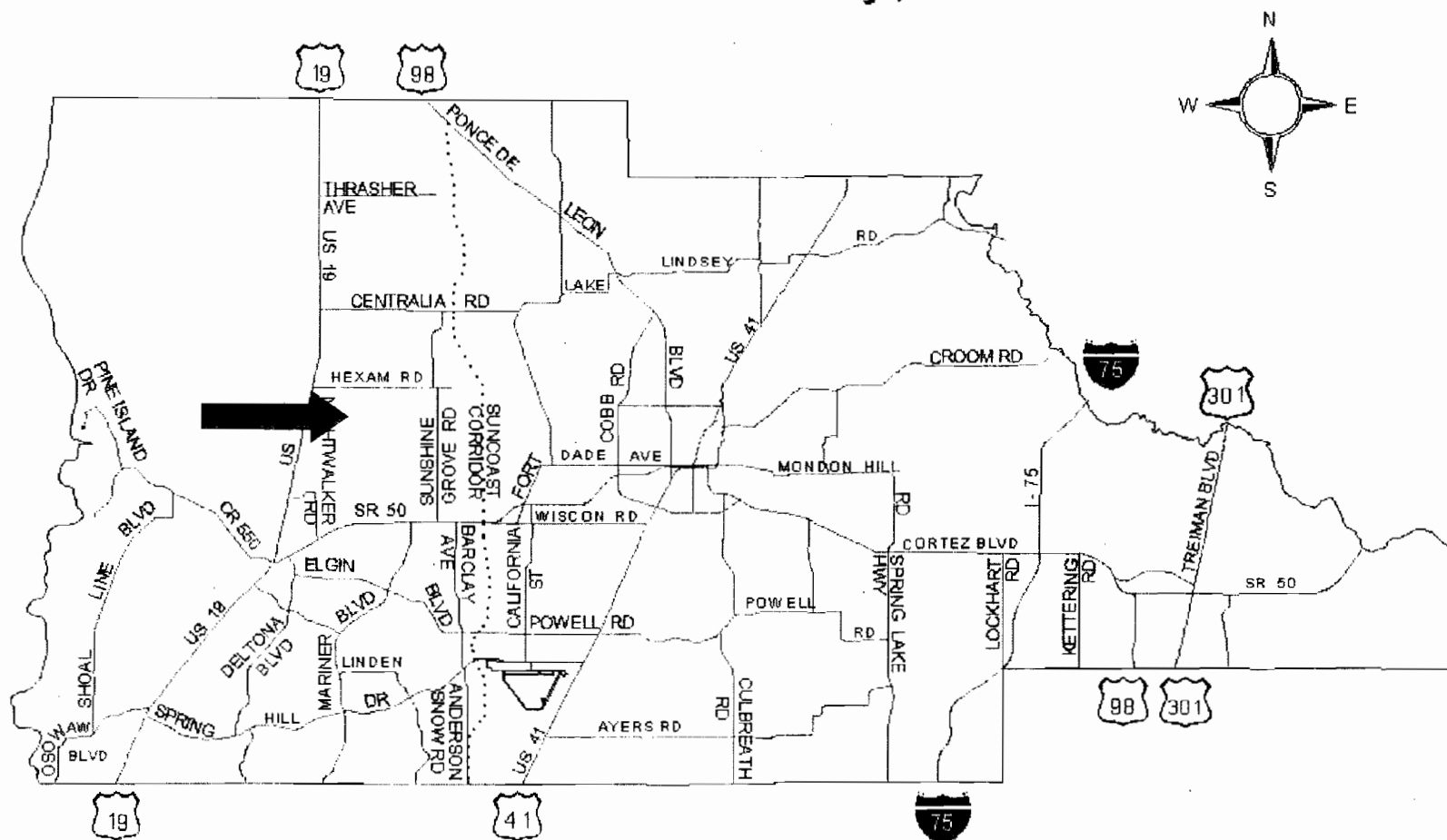
THE
FAIRWAY

WINDRIDGE

C. W. M. A.

MAP 22

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

RESOLUTION NUMBER 2007-

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested fence variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: William T. and Cheryl Woods **FILE NUMBER:** V-07-17

LEGAL

DESCRIPTION: Lot 55 of Woodland Waters Phase 5, as per plat thereof recorded in Plat Book 33, pages 33-35, public records of Hernando County, FL
Parcel ID# R18 222 18 4325 0000 0550 (Key #1494984)

GENERAL

LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

REQUEST: Granting a variance to allow a five foot ornamental fence in the front yard in connection with the subject parcel located in the PDP-SF zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT:

ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested fence variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Applicant has demonstrated just cause under § 8-210.18 of the Hernando County Code of Ordinances and the requested fence variance is in conformity with Appendix A, Art. V, § 3(A)(2)(a,b,c,e,f) of the Code.

2. The property owner agrees to and shall furnish, at its expense, access to any utility easement when access is required by any utility provider.
3. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Chapter 8, Division 14 and Appendix A, Art. V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.
2. The fence variance, as granted herein, shall run with the land.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested fence variance to allow a five foot ornamental fence in the front yard in connection with the subject parcel located in a PDP-SF zone, and subject to all afore-referenced conditions.

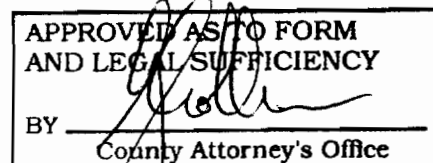
ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
KAREN NICOLAI
CLERK

By: _____
JEFF STABINS
CHAIRPERSON

(SEAL)



STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: ~~William~~
~~Michael~~ T. and Cheryl Woods

FILE NUMBER: V-07-17

PURPOSE: Variance to Increase Fence Height in the Front Yard

LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

CURRENT ZONING: PDP-SF

ORDINANCE STANDARDS

Front yard requirements: Fences in the front yard shall be chain link, split-rail, picket or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line.

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING

North: PDP/SF
South: PDP/SF
East: PDP/SF
West: PDP/SF

SURROUNDING LAND USE

North: Vacant
South: Residential
East: Vacant
West: Vacant

1. The petitioner is requesting a variance to allow five foot high ornamental aluminum fencing in the front yard of her home located in Phase #5 of Woodland Waters subdivision.
2. The subject parcel is pie shaped and located on a curve in the front. The front lot line is approximately 180' long. The petitioner's contractor has stated that a 5' fence would provide greater flexibility in trying to match the grade of the property and would avoid the stair step look. He stated that this would be a more aesthetically pleasing view for the neighbors and community.
3. The petitioner is also proposing to install a decorative gate along her driveway. The drawing submitted show that they will meet the clear site triangle requirements.
4. Hernando County Code of Ordinances Chapter 8, Section 8-210.18 (Variances) states that a variance may be granted from the terms and provisions of the ordinance for just cause. (Hardship need not be proven.)

STAFF RECOMMENDATION: That the Board of County Commissioners review the above and determine if just cause exists to issue the requested variance.

"MINUTES OF"

APR 24 2007

AGENDA ITEM

I 1

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

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Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐ Yes ☒ No

If yes, please indicate type of application _____

DATE 3-29-07

1. Name of applicant (print) William T. and Cheryl Woods
Mailing Address 1111 S Warm Wind Way
City Weeki Wachee State FL Zip 34613 Phone 352-657-4998
2. Legal description of property covered by this application Woodland Waters
Phase 5 Lot 55
- Section _____ Township _____ Range _____
3. Size of property covered by this application _____
4. Highway and street boundaries _____
5. Zoning district classification CTPDP
6. Variance being requested 5' fence around the entire property

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE

Cheryl Woods

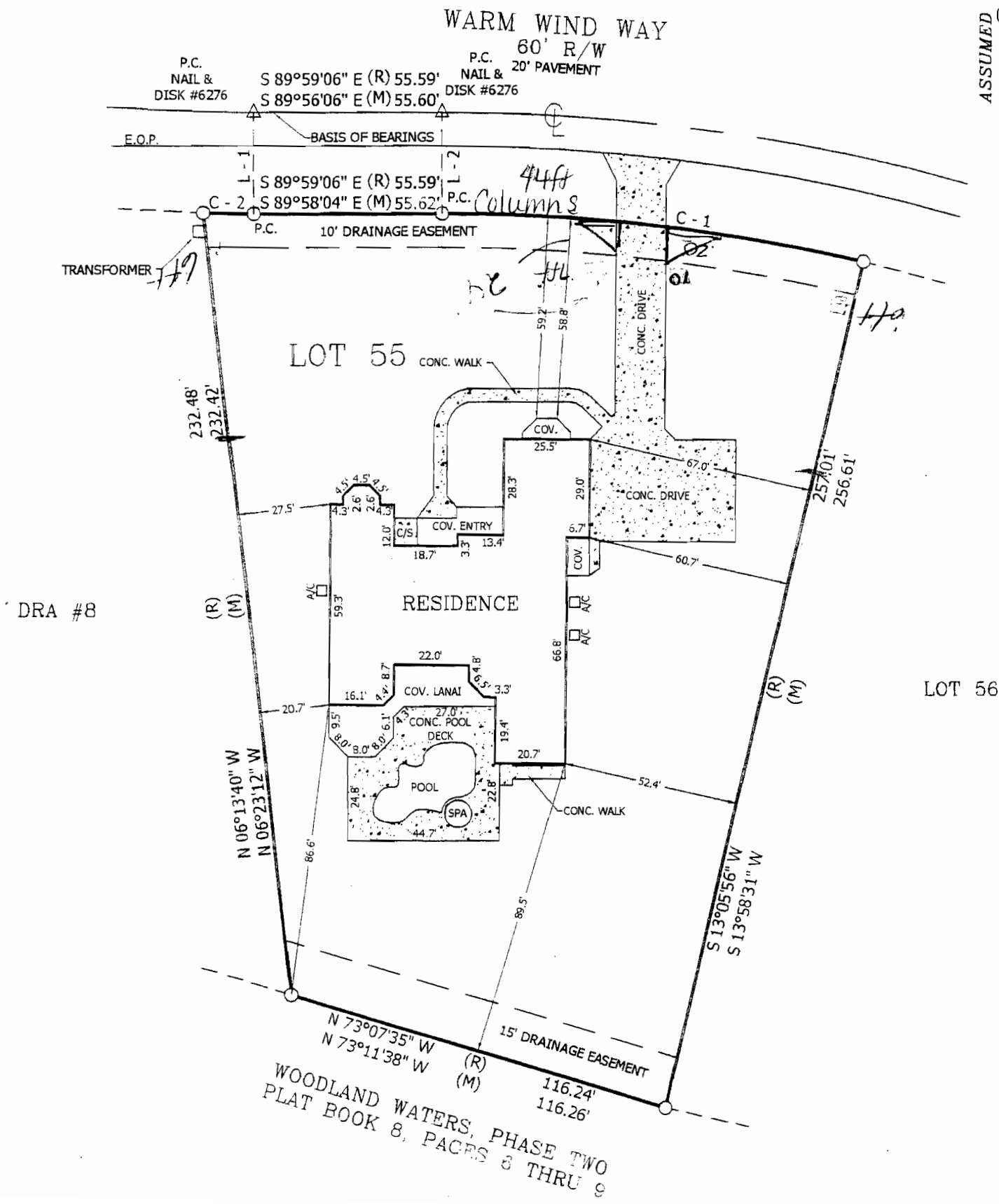
**To: The Board of County Commissioners and other
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are requesting a fence variance from a 4 ft fence to
a 5 ft fence. The property listed above consist of
consist of steeply-graded property lines which at the
time of installation will create a difference in the height
of the fence and the installers ability to keep the fence
level at all four corners of the property. (see diagram A)**

**The sole purpose of this fence is to secure our property
while we are working abroad (Japan) 6-8 months a year.**

**Sincerely,
William T. Woods
Cheryl Woods**

ASSUMED



Homeowners

Association of

Woodland Waters, Inc.



10246 Woodland Waters Boulevard • Weeki Wachee, Florida 34613

January 29, 2007

William and Cheryl Woods
11118 Warm Wind Way.
Weeki Wachee, FL 34613

RE: Deed Restriction Request for Variance on Fencing

Dear Mr. and Mrs. Woods:

This letter will acknowledge our many conversations on this subject and my visit to your home on Tuesday, January 23, 2007.

During my visit, you shared with me your concerns regarding the differing grade levels of the four corners of your property, and the problems it would create with the installation of a 4' fence.

Your fencing contractor advised you that a 5' fence would provide less rigidity and greater flexibility in trying to match the grade of your property. Further, he advised that with a 5' fence, you could avoid having to "stair-step" the steeply-graded side property, creating a more aesthetically pleasing view for your neighbors and the community.

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However, it is to be understood that the only reason we are allowing this variance is because of the extenuating circumstances in this case, which we feel prohibit an aesthetically pleasing 4' fence.

Very truly yours,

Norman W. Hatch, Jr.

Vice President, Homeowners Association of Woodland Waters, Inc.

Telephone: 352-592-5007

e-mail: board@woodlandwaters.org

GLEN LAKES, WOODLAND WATERS, HIGHLAND LAKES

RANGE 17 E

STANDARD

RANGE 17 E | RANGE 18 E

TOWNSHIP 22 S

SEE MAP 21

TOWNSHIP 22 S

TOWNSHIP 22 S

SEE MAP 23

TOWNSHIP 22 S

CHASSAHOWITZKA
WILDLIFE MANAGEMENT
AREA

Chassahowitzka

Swamp

CRANE'S
LANDING

TOOKE
LAKE
EST.

GLEN
LAKES

GLEN
HILLS
VILLAGE

WOODLAND
WATERS

THE
ENCLAVE

EVANS

LAKESIDE

HTS.

VOSS
OAK
LAKE
EST.

THE
FAIRWAY

HIGHLAND
LAKES EST.

HAPPY
ACRES

WINDRIDGE

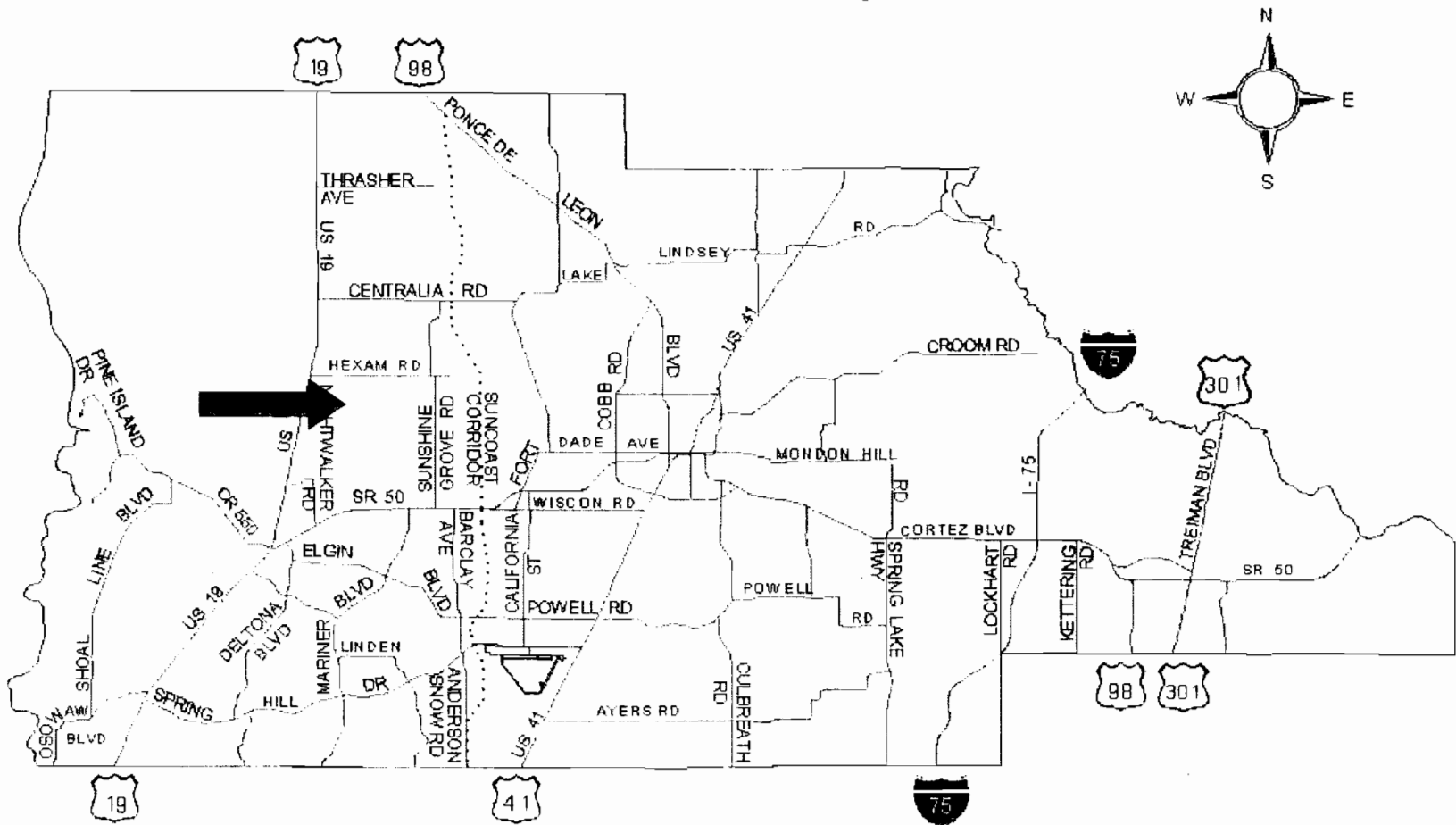
WINDRIDGE

DUNNELLON

C. V. M. A.

MAP 22

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

18.50
(B)

R Rm 131

OFFICIAL RECORDS
BK: 2433 PG: 1016

RESOLUTION NUMBER 2007- 132

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested fence variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: William T. and Cheryl Woods **FILE NUMBER:** V-07-17

LEGAL

DESCRIPTION: Lot 55 of Woodland Waters Phase 5, as per plat thereof recorded in Plat Book 33, pages 33-35, public records of Hernando County, FL
Parcel ID# R18 222 18 4325 0000 0550 (Key #1494984)

GENERAL

LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

REQUEST: Granting a variance to allow a five foot ornamental fence in the front yard in connection with the subject parcel located in the PDP-SF zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS

OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested fence variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Applicant has demonstrated just cause under § 8-210.18 of the Hernando County Code of Ordinances and the requested fence variance is in conformity with Appendix A, Art. V, § 3(A)(2)(a,b,c,e,f) of the Code.

Doc# 2007028758
Hernando County, Florida
04/26/2007 2:41PM
KAREN NICOLAI, Clerk

2. The property owner agrees to and shall furnish, at its expense, access to any utility easement when access is required by any utility provider.
3. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Chapter 8, Division 14 and Appendix A, Art. V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.
2. The fence variance, as granted herein, shall run with the land.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested fence variance to allow a five foot ornamental fence in the front yard in connection with the subject parcel located in a PDP-SF zone, and subject to all afore-referenced conditions.

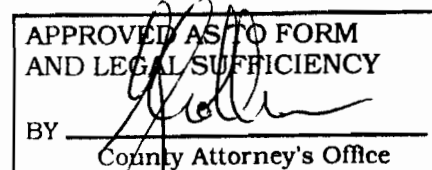
ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**



By: 
**JEFF STABINS
CHAIRPERSON**

(SEAL)



STAFF REPORT
BCC Date: April 24, 2007 (postponed from 1/23/07)

PETITIONER: Sandra Perez and Angel Orue
FILE NUMBER: V-06-70
PURPOSE: Variance to Reduce Front Yard Setback for Fence; and to Increase Fence Height and Fence Opacity in the Front Yard
LOCATION: Corner of Hawthorne Road and Dorado Street
CURRENT ZONING: PDP-SF

ORDINANCE STANDARDS

Front yard requirements: Fences in the front yard shall be chain link, split-rail, picket or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line. On corner lots, for the purpose of fence installation standards, one yard will be deemed the front yard, determined by the front entrance of the principal building location. The secondary yard will be required to maintain a nine (9) foot setback for fences over four (4) feet in height and exceeding seventy-five (75) percent opacity.

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING

North: PDP/SF
South: PDP/SF
East: PDP/SF
West: PDP/SF

SURROUNDING LAND USE

North: Residential
South: Residential
East: Residential
West: Residential

1. The petitioner is requesting a variance to allow a 6' stockade fence on the property line in the secondary front yard.
2. The subject parcel measures approximately 90' by 125' and is located in Unit 24, Spring Hill.
3. A fence permit was issued to the petitioner on August 23, 2005. On March 24, 2006 the petition requested that the permit be reactivated as they did not have time to complete the job. On April 5, 2006, the petitioner was notified that the permit was reactivated.. On October 9, 2006, a second request to reactivate the permit was submitted to the Development Department. This request was approved on October 13, 2006.
4. When the original permit application was submitted, the petitioner signed an interior lot diagram. They have stated that at that time they did not realize it was for the wrong type of lot.
5. Hernando County Code of Ordinances Chapter 8, Section 8-210.18 (Variances) states that a variance may be granted from the terms and provisions of the ordinance for just cause. (Hardship need not be proven.)

STAFF RECOMMENDATION: That the Board of County Commissioners review the above and determine if just cause exists to issue the requested variance.

AGENDA ITEM **I 2**

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐ Yes ☒ No

If yes, please indicate type of application _____

DATE 10/23/06

1. Name of applicant (print) Sandra Perry & Angel Ome
Mailing Address 14185 Dorado St
City Spring Hill State FL Zip 34609 Phone (352) 666-9985
2. Legal description of property covered by this application Spring Hill Unit 24 B1K
1622 Lot 1
- Section _____ Township _____ Range _____
3. Size of property covered by this application _____
4. Highway and street boundaries Hawthorne Rd.
5. Zoning district classification PDP-SF
6. Variance being requested Allow fence to remain in present position

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE [Signature] [Signature]

11/08/2006

To: Hernando County Board of County Commissioners

In this letter we explain to you why we are appealing for a dimensions variance, so you would permit us to keep our fence in the property line. When we went to the county office of the Spring Hill, they gave us the papers of a inside property, and we have a corner lot I realise it is, also our fault in not noticing that they gave us papers for a inside lot.

We followed the inside lot print and we put up the fence, later we received a letter from a inspector saying that the fence was wrong because the fence was wrong because the fence was in the property line and then we went to the county office of Brooksville where they gave us the correct papers, but the fence was already up. To put the fence up we had to refinance our home and struggle economically which indicates that we would have never put up the fence where it was not indicated, we want the fence so we could release our dog into the back yard we also plan on having kids and we wish to have the right conditions.

That's why we appeal to you with our biggest hopes on not losing all the money and hard work we have put up on this fence.

Thank you for your time and attention
Sincerely

Sandra Perez and Angel Cruz

14014 Avenue 19th South St Spring Hill FL 34609

Phone: 352-344-1111

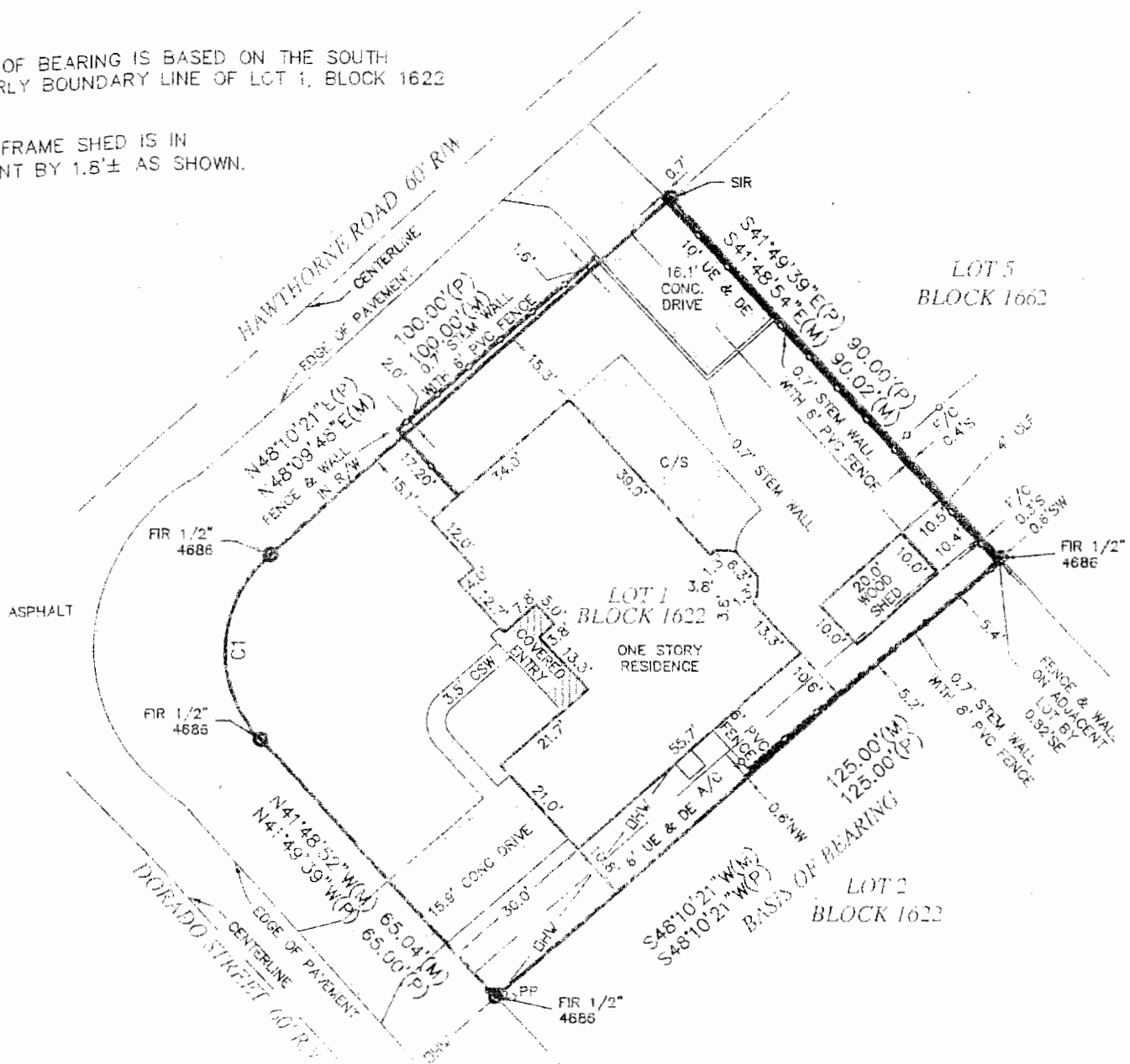
LEGAL DESCRIPTION:
LOT 1, BLOCK 1622 SPRING HILL UNIT 24 ACCORDING TO THE
PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 10, PAGES
53-60 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CERTIFIED TO:
ANGEL OME & SANDRA M. PEREZ

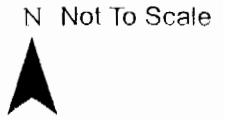
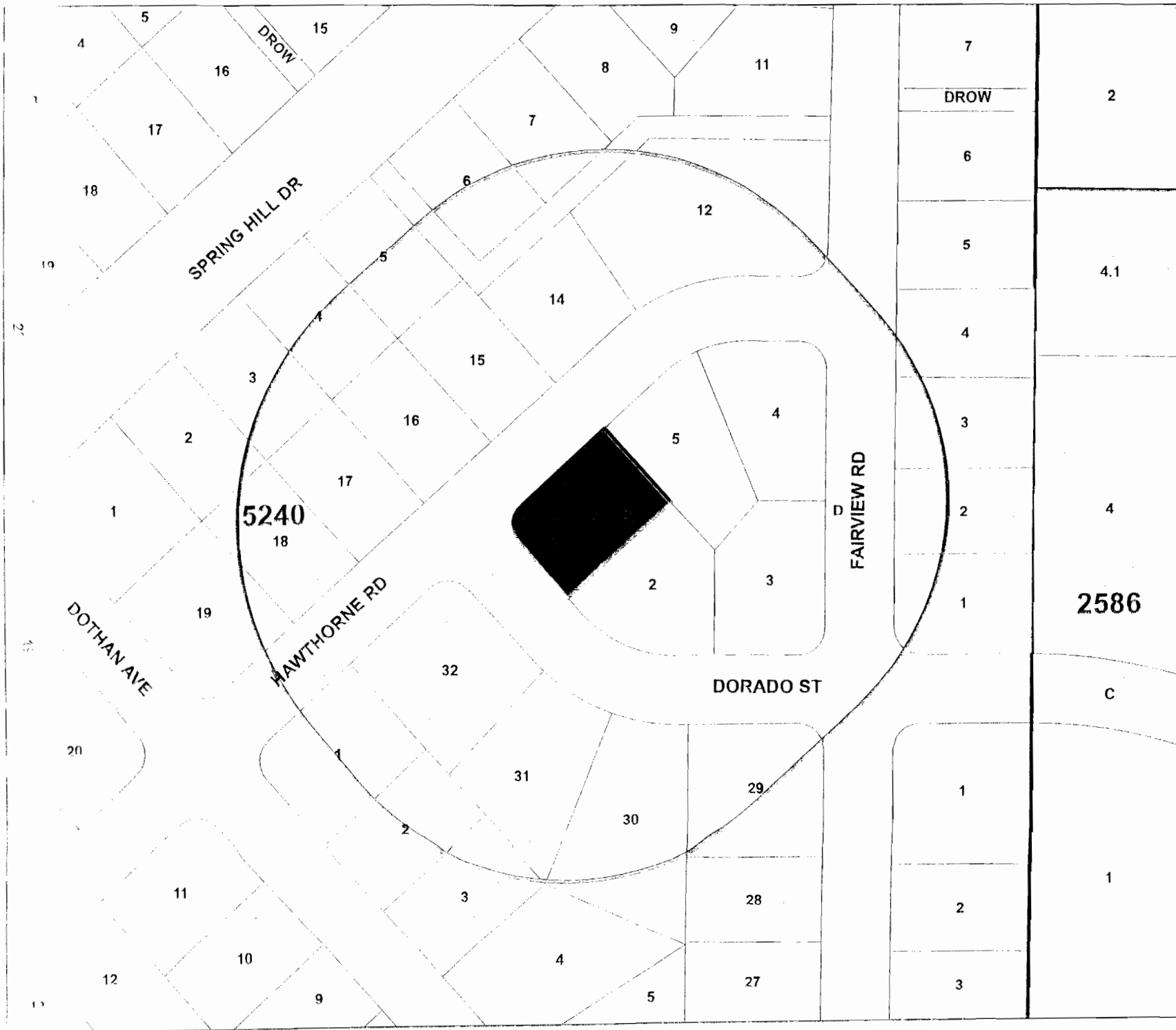
SCALE: 1" = 30'

NOTE:
BASIS OF BEARING IS BASED ON THE SOUTH
EASTERLY BOUNDARY LINE OF LOT 1, BLOCK 1622

NOTE:
WOOD FRAME SHED IS IN
EASEMENT BY 1.8'± AS SHOWN.



CURRICULUM



Legend

- Dashed - Easem
- Dashed - Historic
- Dashed - Subdiv
- SUBJECT ARC
- PARCELS WITH
- 250FT BUFFER

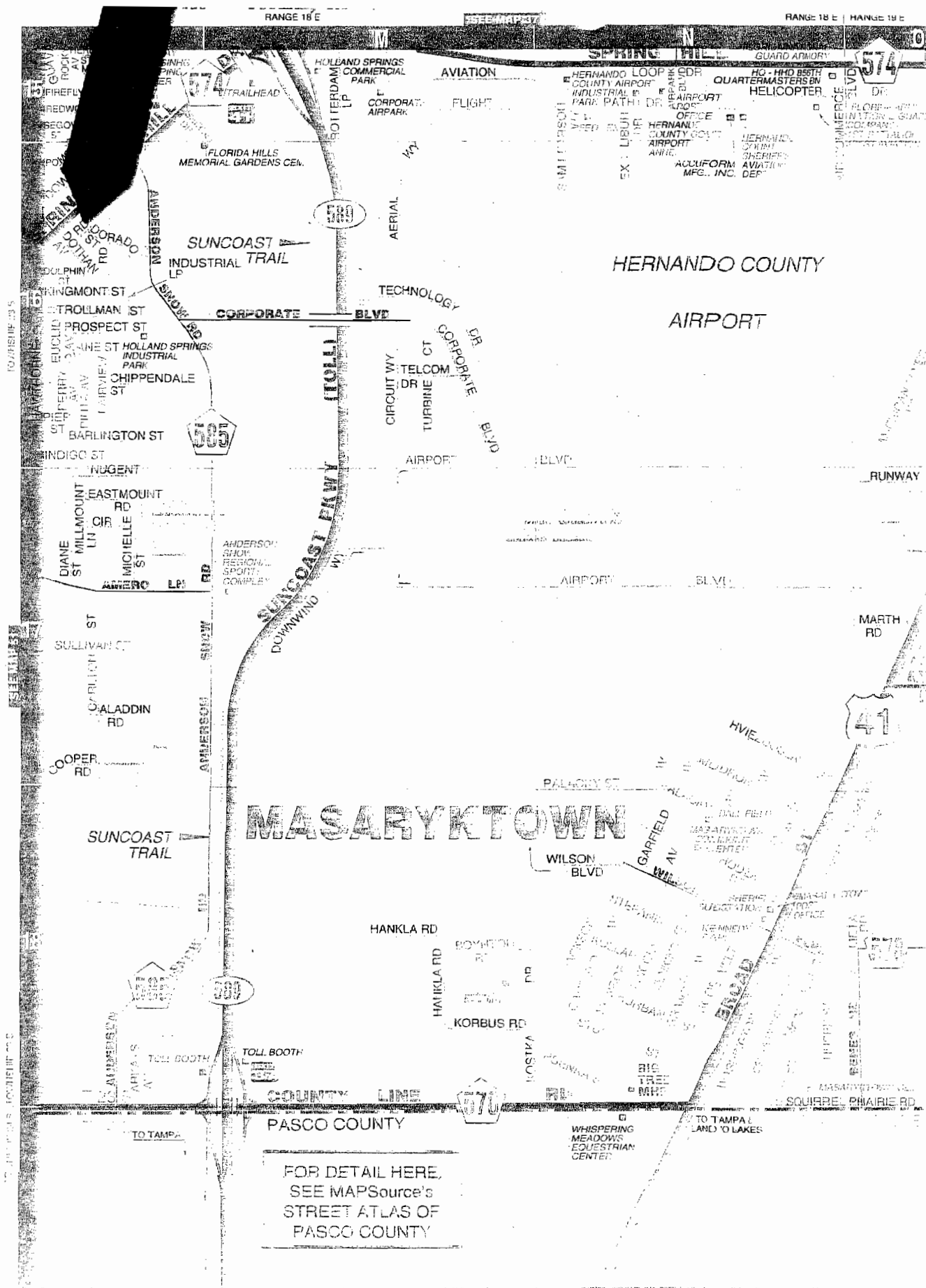
Alvin R. Mazourek, CFA
 This map was prepared by this office to be used as an aid in land
 parcel location and identification only. All land locations,
 right-of-way widths, acreages, and utility locations are subject to
 field survey or other appropriate verification.
 Map reflects parcels, and boundaries as they existed on 10-26-06

RANGE 18 E

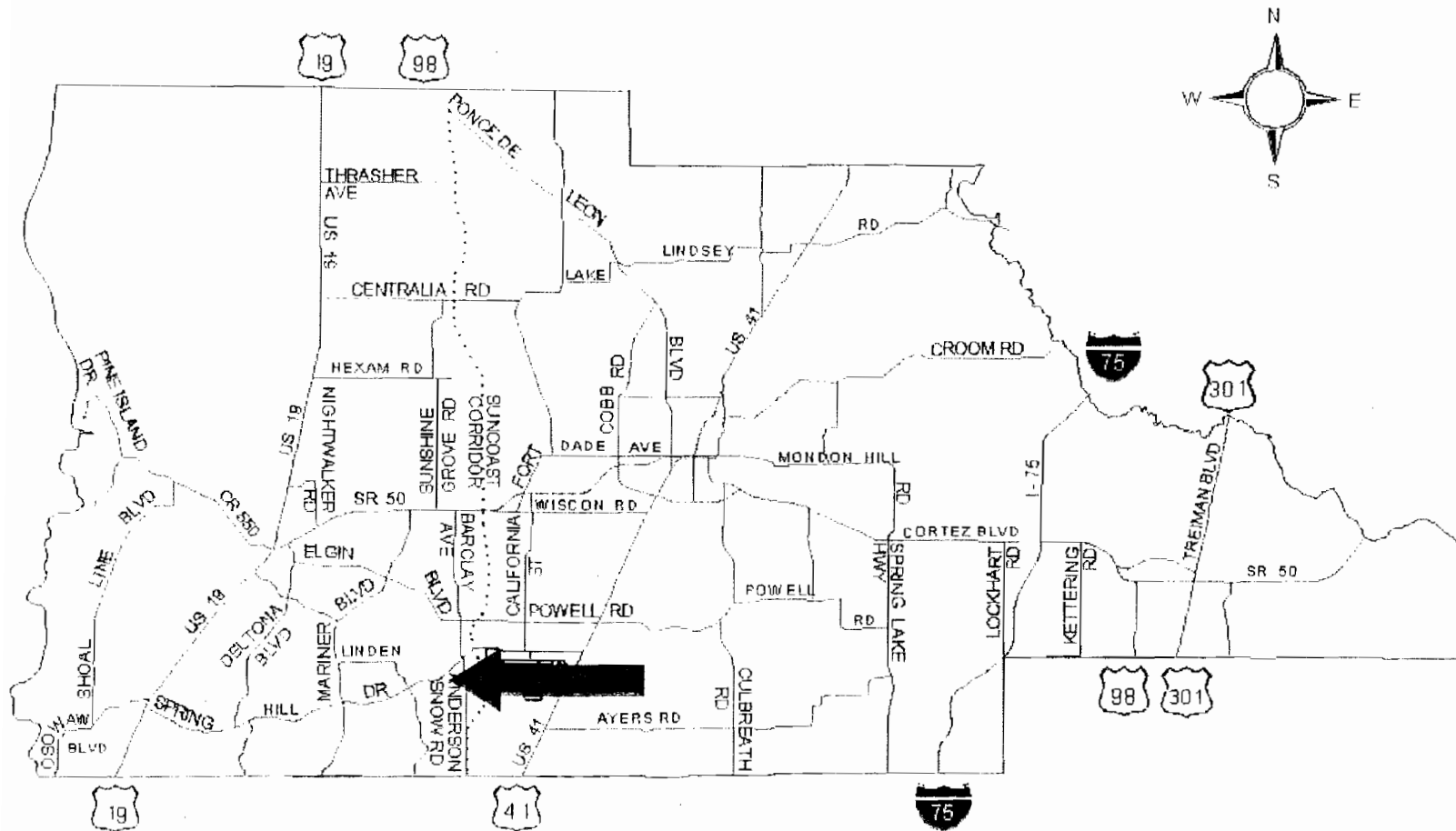
RANGE 18 E

RANGE 18 E

0



Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

RESOLUTION NUMBER 2007-

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested fence variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Sandra Perez and Angel Orue **FILE NUMBER:** V-06-70

LEGAL

DESCRIPTION: Lot 1, Block 1622, Spring Hill Unit 24, as per plat thereof recorded in Plat Book 10, pages 53-60, public records of Hernando County, FL
Parcel ID# R32 323 17 5240 1622 0010 (Key #320959)

GENERAL

LOCATION: Corner of Hawthorne Road and Dorado Street

REQUEST: Granting a variance to allow a six foot privacy fence with a zero setback in the secondary front yard along Hawthorne Road in connection with the subject parcel located in the PDP-SF zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS

OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested fence variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Applicant has demonstrated just cause under § 8-210.18 of the Hernando County Code of Ordinances and the requested fence variance is in conformity with Appendix A, Art. V, § 3(A)(2)(a,b,c,e,f) of the Code.
2. The property owner agrees to and shall furnish, at its expense, access to any utility easement when access is required by any utility provider.

3. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Chapter 8, Division 14 and Appendix A, Art. V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.
2. The fence variance, as granted herein, shall run with the land.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested fence variance to allow a six foot privacy fence with a zero setback in the secondary front yard along Hawthorne Road in connection with the subject parcel located in a PDP-SF zone, and subject to all afore-referenced conditions.

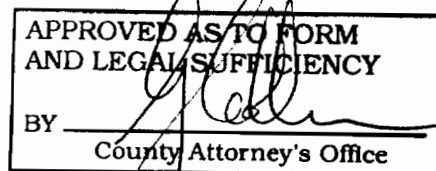
ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
**KAREN NICOLAI
CLERK**

By: _____
**JEFF STABINS
CHAIRPERSON**

(SEAL)



STAFF REPORT
BCC Date: April 24, 2007 (postponed from 1/23/07)

PETITIONER: Sandra Perez and Angel Orue
FILE NUMBER: V-06-70
PURPOSE: Variance to Reduce Front Yard Setback for Fence; and to Increase Fence Height and Fence Opacity in the Front Yard
LOCATION: Corner of Hawthorne Road and Dorado Street
CURRENT ZONING: PDP-SF

ORDINANCE STANDARDS

Front yard requirements: Fences in the front yard shall be chain link, split-rail, picket or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line. On corner lots, for the purpose of fence installation standards, one yard will be deemed the front yard, determined by the front entrance of the principal building location. The secondary yard will be required to maintain a nine (9) foot setback for fences over four (4) feet in height and exceeding seventy-five (75) percent opacity.

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING

North: PDP/SF
South: PDP/SF
East: PDP/SF
West: PDP/SF

SURROUNDING LAND USE

North: Residential
South: Residential
East: Residential
West: Residential

1. The petitioner is requesting a variance to allow a 6' stockade fence on the property line in the secondary front yard.
2. The subject parcel measures approximately 90' by 125' and is located in Unit 24, Spring Hill.
3. A fence permit was issued to the petitioner on August 23, 2005. On March 24, 2006 the petition requested that the permit be reactivated as they did not have time to complete the job. On April 5, 2006, the petitioner was notified that the permit was reactivated.. On October 9, 2006, a second request to reactivate the permit was submitted to the Development Department. This request was approved on October 13, 2006.
4. When the original permit application was submitted, the petitioner signed an interior lot diagram. They have stated that at that time they did not realize it was for the wrong type of lot.
5. Hernando County Code of Ordinances Chapter 8, Section 8-210.18 (Variances) states that a variance may be granted from the terms and provisions of the ordinance for just cause. (Hardship need not be proven.)

STAFF RECOMMENDATION: That the Board of County Commissioners review the above and determine if just cause exists to issue the requested variance.

"MINUTES OF"

APR 24 2007

AGENDA ITEM **I 2**

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐ Yes ☒ No

If yes, please indicate type of application _____

DATE

10/23/06

1. Name of applicant (print) Jandra Perry & Angel Ochoa
Mailing Address 14185 Dorado St
City Spring Hill State FL Zip 34609 Phone (352) 666-9985
2. Legal description of property covered by this application Spring Hill Unit 24 P1K
1622 Lot 1
- Section _____ Township _____ Range _____
3. Size of property covered by this application _____
4. Highway and street boundaries Hawthorne Rd.
5. Zoning district classification PDP-SF
6. Variance being requested Allow fence to remain in proposed position

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE

[Signature]

[Signature]

11/08/2006

To: Hernando County Board of County Commissioners

In this letter we explain to you why we are appealing for a diminishing variance, so you would permit us to keep our fence in the property line. When we went to the county office of the Spring Hill, they gave us the papers of a inside property, and we have a corner lot. I realize it is, also our fault in not noticing that they gave us papers for a inside lot.

We followed the inside lot print and we put up the fence, later we received a letter from a Inspector saying that the fence was wrong because the fence was wrong because the fence was in the property line and then we went to the county office of Brooksville where they gave us the correct papers, but the fence was already up. To put the fence up we had to refinance our home and struggle economically. Which indicates that we would have never put up the fence where it was not indicated. We want the fence so we could release our dog into the back yard. We also plan on having kids and we wish to have the right conditions.

Please when we appeal to you with our biggest hopes on not losing all the money and hard work we have put up on this fence.

Thank you for your time and attention
Sincerely

Jandra Rice and Angel Cruz

10000 Highway 1900, Brooksville, Spring Hill FL 34609

Phone: 352-771-1211

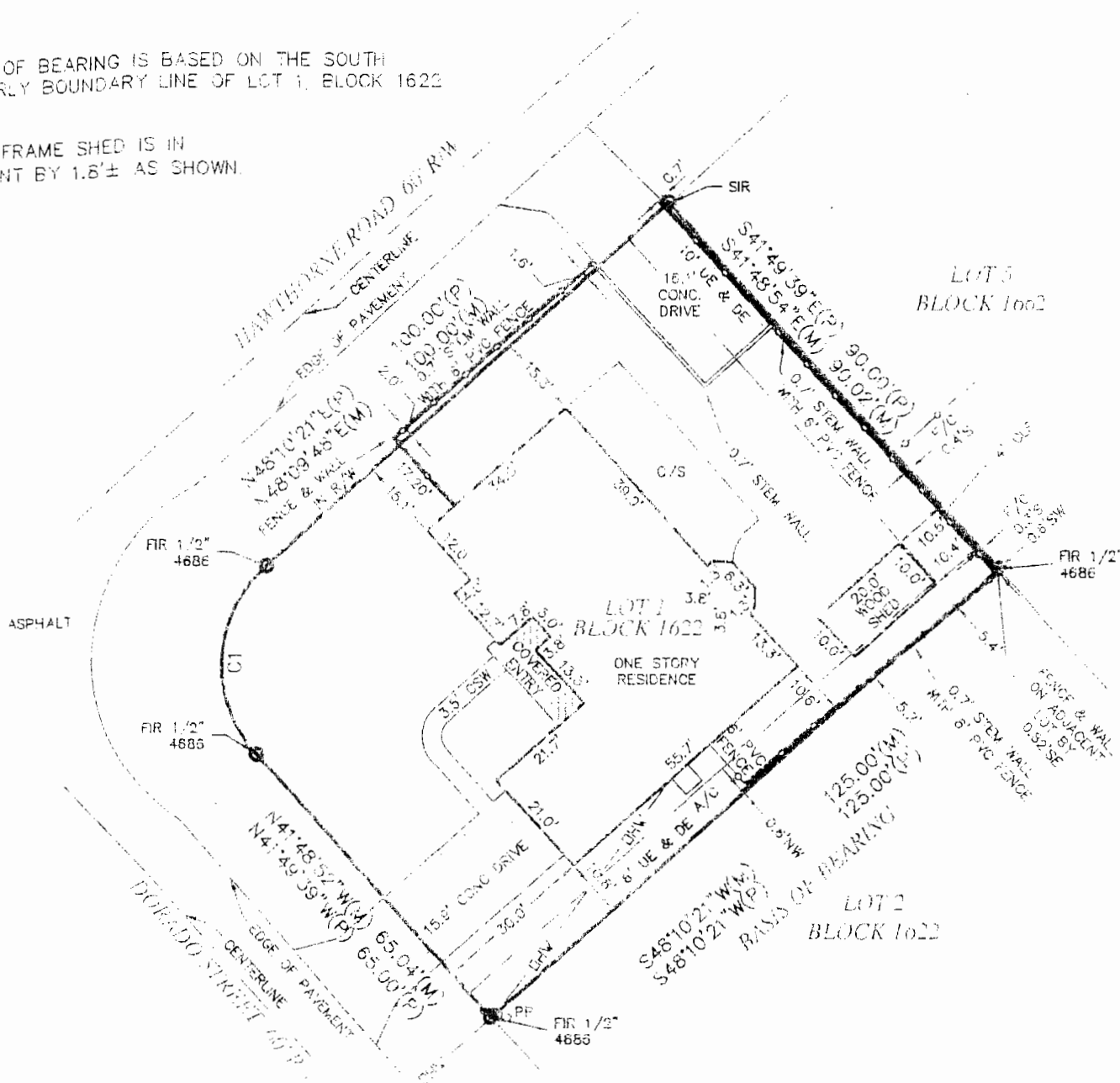
LEGAL DESCRIPTION:
LOT 1, BLOCK 1622 SPRING HILL UNIT 24 ACCORDING TO THE
PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 10, PAGES
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CERTIFIED TO:
ANGEL OME & SANDRA M. PEREZ

SCALE: 1" = 30'

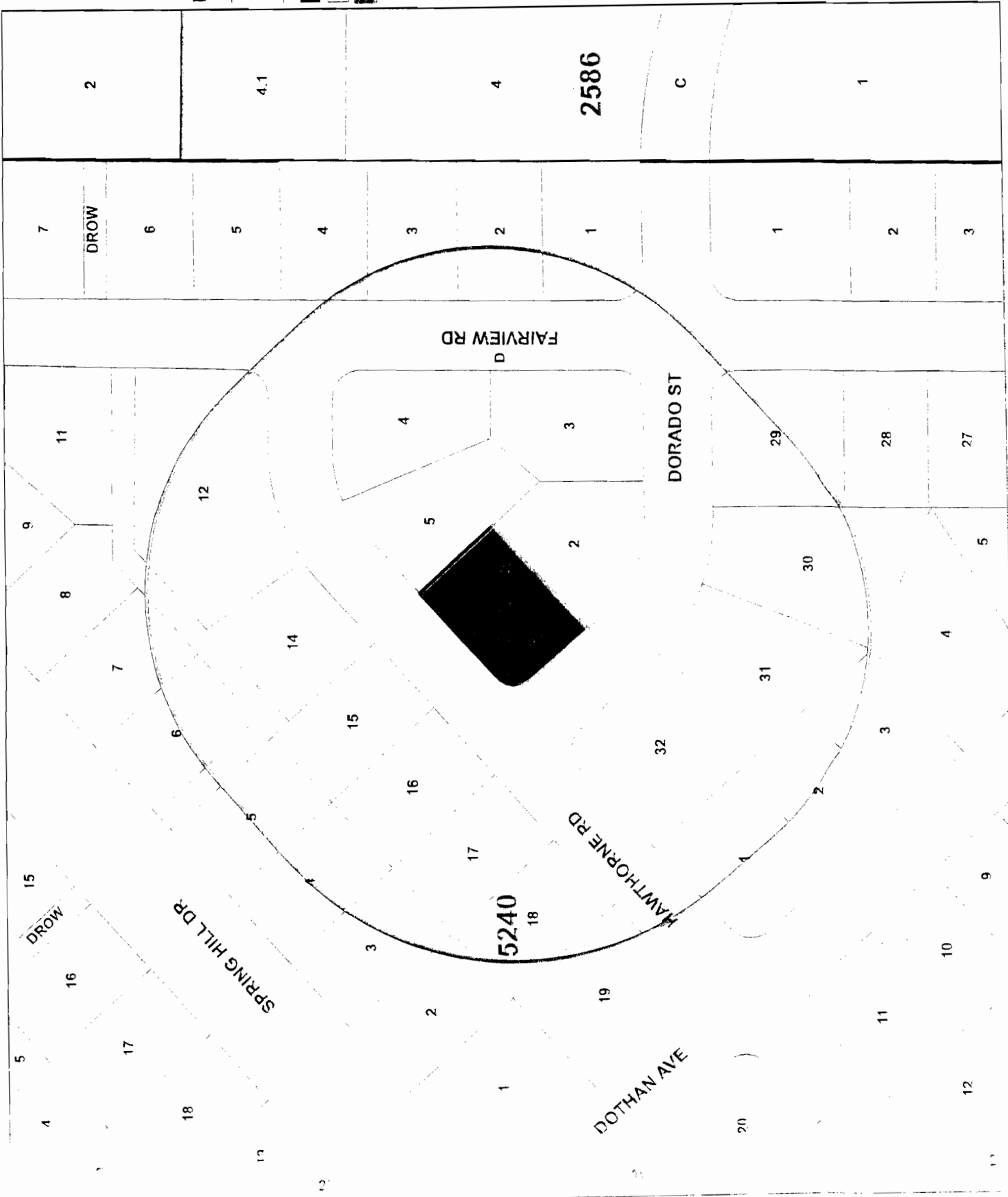
NOTE:
BASIS OF BEARING IS BASED ON THE SOUTH
EASTERLY BOUNDARY LINE OF LOT 1, BLOCK 1622

NOTE:
WOOD FRAME SHED IS IN
EASEMENT BY 1.8'± AS SHOWN.



SURF TAB 1
 SURF TAB 1
 SURF TAB 1

UNIQUE APN

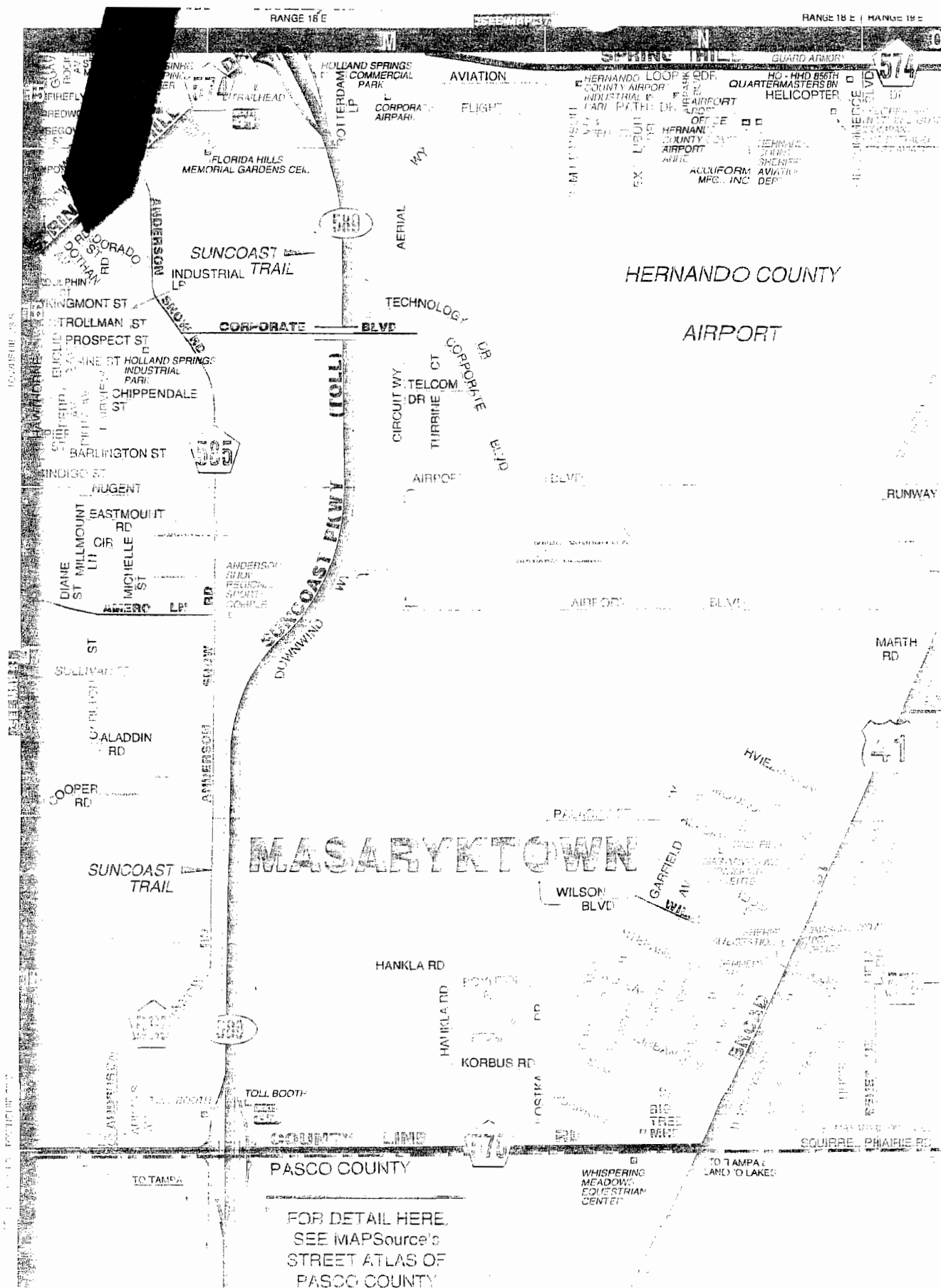


Legend

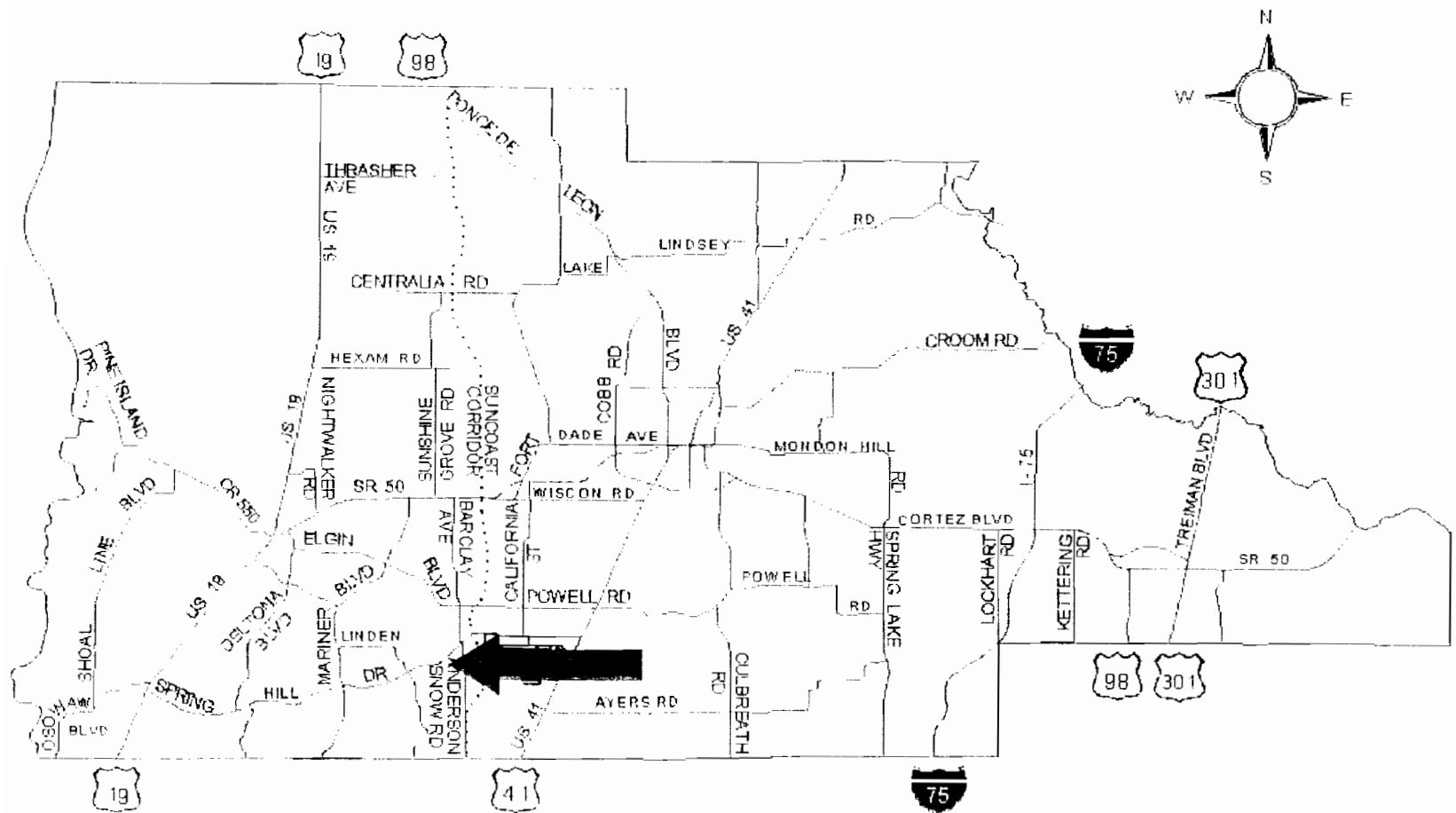
- Dashed - Easem
- Dashed - Historic
- Dashed - Subdiv
- SUBJECT ARC
- PARCELS WITH
- 250FT BUFFER



Alvin R. Mazourek, CFA
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
Map reflects parcels, and boundaries as they existed on 10-26-06



Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

1850
(B)

Doc# 2007028759
Hernando County, Florida
04/26/2007 2:41PM
KAREN NICOLAI, Clerk

R Rm 131

RESOLUTION NUMBER 2007-133

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested fence variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Sandra Perez and Angel Orue **FILE NUMBER:** V-06-70

LEGAL

DESCRIPTION: Lot 1, Block 1622, Spring Hill Unit 24, as per plat thereof recorded in Plat Book 10, pages 53-60, public records of Hernando County, FL
Parcel ID# R32 323 17 5240 1622 0010 (Key #320959)

OFFICIAL RECORDS
BK: 2433 PG: 1018

GENERAL

LOCATION: Corner of Hawthorne Road and Dorado Street

REQUEST: Granting a variance to allow a six foot privacy fence with a zero setback in the secondary front yard along Hawthorne Road in connection with the subject parcel located in the PDP-SF zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS

OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested fence variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Applicant has demonstrated just cause under § 8-210.18 of the Hernando County Code of Ordinances and the requested fence variance is in conformity with Appendix A, Art. V, § 3(A)(2)(a,b,c,e,f) of the Code.
2. The property owner agrees to and shall furnish, at its expense, access to any utility easement when access is required by any utility provider.

3. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Chapter 8, Division 14 and Appendix A, Art. V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.
2. The fence variance, as granted herein, shall run with the land.

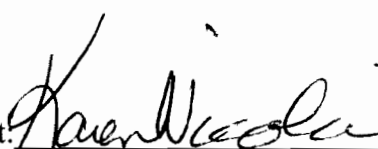
ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested fence variance to allow a six foot privacy fence with a zero setback in the secondary front yard along Hawthorne Road in connection with the subject parcel located in a PDP-SF zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

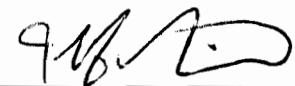
**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

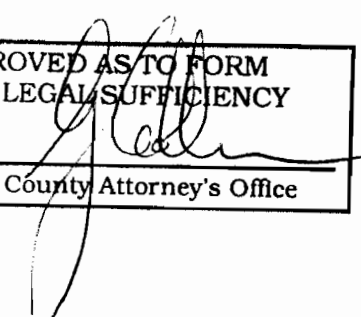
Attest:


KAREN NICOLAI

The seal is circular with a double-lined border. The outer ring contains the text "BOARD OF COUNTY COMMISSIONERS" at the top and "HERNANDO COUNTY, FLORIDA" at the bottom. The inner circle contains the word "SEAL" in the center, with "CLERK" written above it.

By:


JEFF STABINS
CHAIRPERSON

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

FILE NO: V-06-70 DATE: 04/20/07
PETITIONER: Sandra Perez & Angel Orue
LOCATION: 14185 Dorado Street
REQUEST: Fence height/opacity

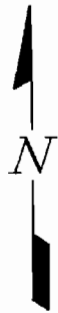


Petitioner - Perez/Orue U-06-70

STREET ADDRESS:
14185 DORADO STREET
SPRING HILL, FLORIDA

LEGAL DESCRIPTION:
LOT 1, BLOCK 1622 SPRING HILL UNIT 24 ACCORDING TO THE
PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 10, PAGES
53-60 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

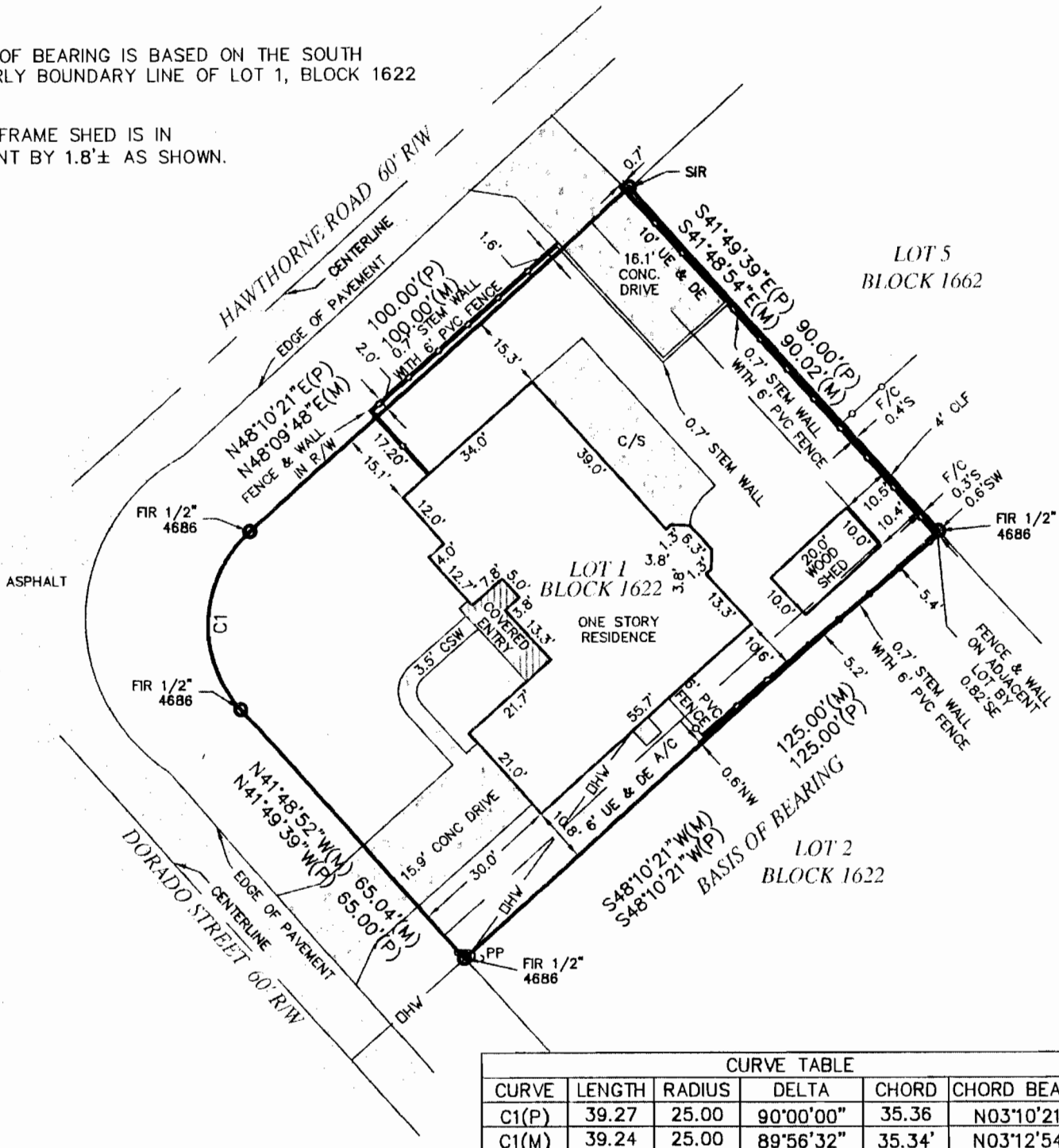
CERTIFIED TO:
ANGEL OME & SANDRA M. PEREZ



SCALE: 1" = 30'

NOTE:
BASIS OF BEARING IS BASED ON THE SOUTH
EASTERLY BOUNDARY LINE OF LOT 1, BLOCK 1622

NOTE:
WOOD FRAME SHED IS IN
EASEMENT BY 1.8'± AS SHOWN.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1(P)	39.27	25.00	90°00'00"	35.36	N03°10'21"E
C1(M)	39.24	25.00	89°56'32"	35.34'	N03°12'54"E

NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

NOTES: (1) IN COMPLIANCE WITH F.A.C. 61G17-6.0031-4-E, IF LOCATION OF EASEMENTS OR RIGHTS-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. (2) IF APPLICABLE, FENCES SHOWN MEANDER ON OR OFF LINES. (APPROX.) (3) NO EXCAVATION OR MAPPING OF UNDERGROUND IMPROVEMENTS HAS BEEN PERFORMED.

LEGEND:
(C) = CALCULATED, C# = CURVE NUMBER (SEE CURVE TABLE), C/S = CONCRETE SLAB, CLF = CHAIN LINK FENCE, CONC = CONCRETE, CSW = CONCRETE SIDEWALK, (D) = DEED, DE = DRAINAGE EASEMENT, EOW = EDGE OF WATER, E/P = EDGE OF PAVEMENT, (F) = FIELD, F/C = FENCE CORNER, FCC = FOUND CROSS CUT, FCM = FOUND CONCRETE MONUMENT, FIP = FOUND IRON PIPE, FIR = FOUND IRON ROD, FN = FOUND NAIL, FND = FOUND NAIL AND DISK, GA = GUY ANCHOR, ID = IDENTIFICATION, (M) = MEASURED, MH = MANHOLE, OHW = OVERHEAD WIRE, O/A OVER ALL, (P) = PLAT, PC = POINT OF CURVATURE, PP = POWER POLE, POB = POINT OF BEGINNING, POC = POINT OF COMMENCEMENT, PRM = PERMANENT REFERENCE MONUMENT, PVC = POLYVINYL CHLORIDE, R/W = RIGHT OF WAY, SIR = SET 5/8" IRON ROD LB 7079, SND = SET NAIL & DISK LB 7079, TOB = TOP OF BANK, UE = UTILITY EASEMENT, WB = WATER BOX, WDF = WOOD FENCE

SHEET DESCRIPTION:

BOUNDARY SURVEY

DATE OF SURVEY: 02/01/07

SMITH AND WOMACK LAND SURVEYING, INC.

PROFESSIONAL SURVEYORS & MAPPERS, LB #7079

5425 MAIN STREET
NEW PORT RICHEY, FL 34652
(727) 843-9435 FAX (727) 843-9436

DRAWN BY: TH

REVISIONS:

PROJECT NO.

CHECKED BY:

03-1301

CERTIFICATION :

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: Kenneth W. Smith DATE: 2.05.07
KENNETH W. SMITH, PSM # 5744
CHRISTOPHER C. CHITTUM, PSM # 5167

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Roger and Tracie Maler
FILE NUMBER: V-06-71
PURPOSE: Variance to Increase the Distance into a Waterway for a Boatlift
GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac
CURRENT ZONING: R-1B

ORDINANCE STANDARDS

<u>Maximum</u>	<u>Requested</u>	<u>Variance Requested</u>
12'	21'	9'

Letters received: 2 (Opposed)

STAFF FINDINGS:

SURROUNDING ZONING

North: R-1B
South: R-1B
East: R-1B
West: R-1B

SURROUNDING LAND USE

North: Residential
South: Canal
East: Residential
West: Residential

1. The petitioner is requesting a variance to install a dock and a boat lift on a canal behind their residential lot. The lot is presently vacant and located on a canal in Hernando Beach.
2. The subject parcel measures approximately 106' by 70'.
3. The petitioner is proposing to extend the dock to 16 feet and the boat lift to 21 feet. The petitioner's representative has stated that the reason for this request is to avoid the shelf of rock in front of the seawall.
4. Waterway Maintenance Division has reviewed the variance application and has visited the site and have determined that the 21 feet into the canal will not be a navigational hazard in this area. There have been two appeals filed by residents of the area opposing the notice of intent to approve this request.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and approve same because it will not be a navigational hazard and is necessary to avoid the rock shelf in front of the seawall.

AGENDA ITEM

I 3

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐ Yes ☒ No

If yes, please indicate type of application MARINE CONSTRUCTION ORDINANCE

DATE 10/30/06

1. Name of applicant (print) ROGER + TRACIE MAHER
Mailing Address 299 S. WALNUT BEND STE 101 CORDOVA
City CORDOVA State TN Zip 38018-7281 Phone _____
2. Legal description of property covered by this application _____
R1Z 223 16 1900 0000 0290

Section 12 Township 23 Range 16
3. Size of property covered by this application _____
4. Highway and street boundaries GULFWIND CIRCLE - GULFWIND DRIVE
5. Zoning district classification RESIDENTIAL
6. Variance being requested ADDITIONAL 9' INTO CANAL TO ALLOW FOR CONSTRUCTION OF A BOATLIFT

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE



DESCRIPTION OF VARIANCE REQUEST

The current ordinance (Article V Marine Construction Code) only allows a "dock" to extend 12' into a waterway that is between 76' to 99' wide.

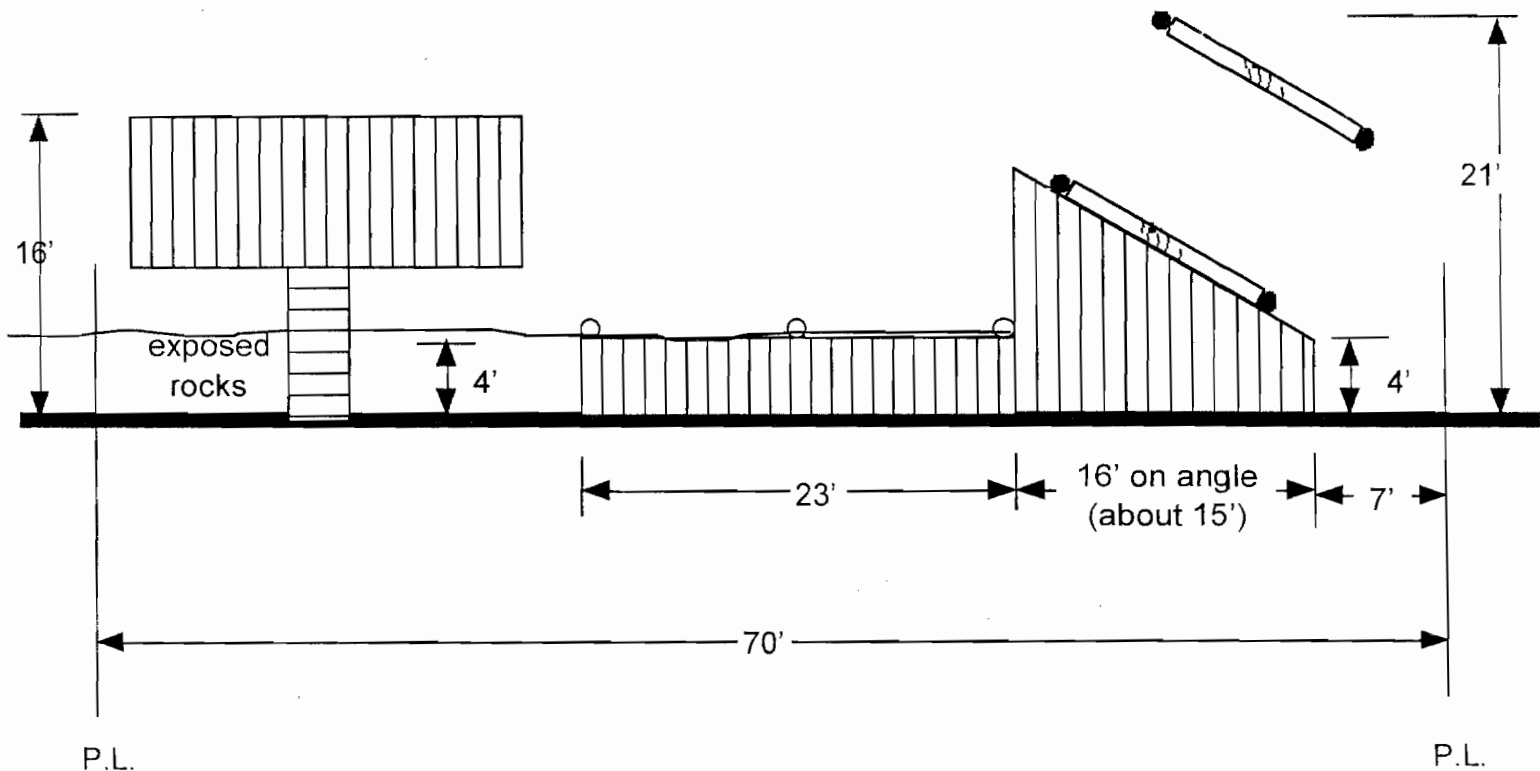
The Maler's canal is approximately 84' wide. The lot is vacant and no structure currently exists. We propose to install a boatlift that will extend 21' into the canal, and a floating dock that will extend 16' into the canal. The variance request will allow us to avoid the shelf of rock in front of the seawall. There will still be ample room for navigation.

For: Roger Maler
3073 Gulfwinds Cir.
Hernando Beach, FL 34607
From: Gulfside Docks Corp.
www.GulfsideDocks.com
Glenn Dahn
(352) 596-1350
(727) 847-4300
Glenn@GulfsideDocks.com
Date: 10/30/06



North

DISTANCE ACROSS CANAL IS 28yds or 84'
MAX DISTANCE ALLOWED OUT IS 12'
WITHOUT A VARIANCE



Dec 29 06 12:08p

WATERWAYS MAINTENANCE DIVISION
PERMIT APPLICATION REVIEWDATE: 12-28-06APPLICATION #: VARIANCE

ADDRESS OF JOB SITE:

3073 GULFWINDS CIR

PROPERTY OWNER:

Roger MAIER

CONTRACTOR:

Gulfstream BoatsDATE OF INSPECTION: 12-28-06PRE-CONSTRUCTION PHOTOS INCLUDED: ☒ YESDATE TAKEN: 12-28-06 DATE E-MAILED TO WW ADMIN: 12-28-06

COMMENTS:

The FAR Pole will not exceed more
than 21 FT. This is not a hazard to
Navigation or Neighbors

APPROVED ☐ APPROVED W/ ABOVE STIPULATIONS ☒ DENIED ☐

APPLICATION REVIEWED BY

Judy G. ButlerDATE REVIEWED: 12-28-06 DATE FAXED TO WW ADMIN: _____

PLEASE NOTE:

This approval does not exclude the need for any other Federal or State permits that may be required.

WATERWAYS ADMINISTRATION USE ONLY

Date Faxed to Building Department:

B-ville-1-2-07

Date Filed: _____

Back Up Documentation Received: ☒ Yes ☐ No

P/C

Comments: _____

E:\WPDATA\BMD\Waterways\PermitForm\w...

Judy G.
TO: Gary Fisher

FAXED
01/03/07

2006 DEC 29 11:43:31

RECEIVED
DEC 29 2006

RECEIVED

FEB 13 2007

HERNANDO COUNTY
DEVELOPMENT DEPT.

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 2/10/07VARIANCE FILE NO. V-06-71

1. Name of appellant/applicant (print) JOHN DePASQUALE
Mailing Address 3126 GULF WINDS CIR
City HERNANDO BEACH State FL Zip 34607 Phone 352-263-1375

2. Legal description of property covered by this application
R12 223 16 1900 00B0 0000 KEY 01488287

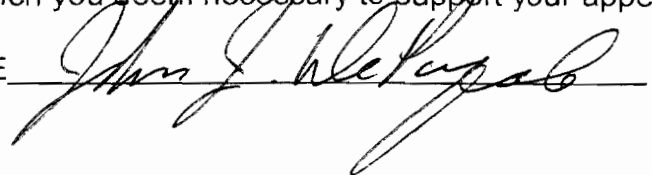
3. Highway and street boundaries GULF WINDS CIR.

4. Reason for Appeal

New boat lift will extend about
a third into the channel preventing ingress
and egress of my boat and others. See enclosed.

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE



RECEIVED

VARIANCE APPEAL

FEB 13 2007

APPLICATION FOR PUBLIC HEARING BY
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY
DEVELOPMENT DEPT.

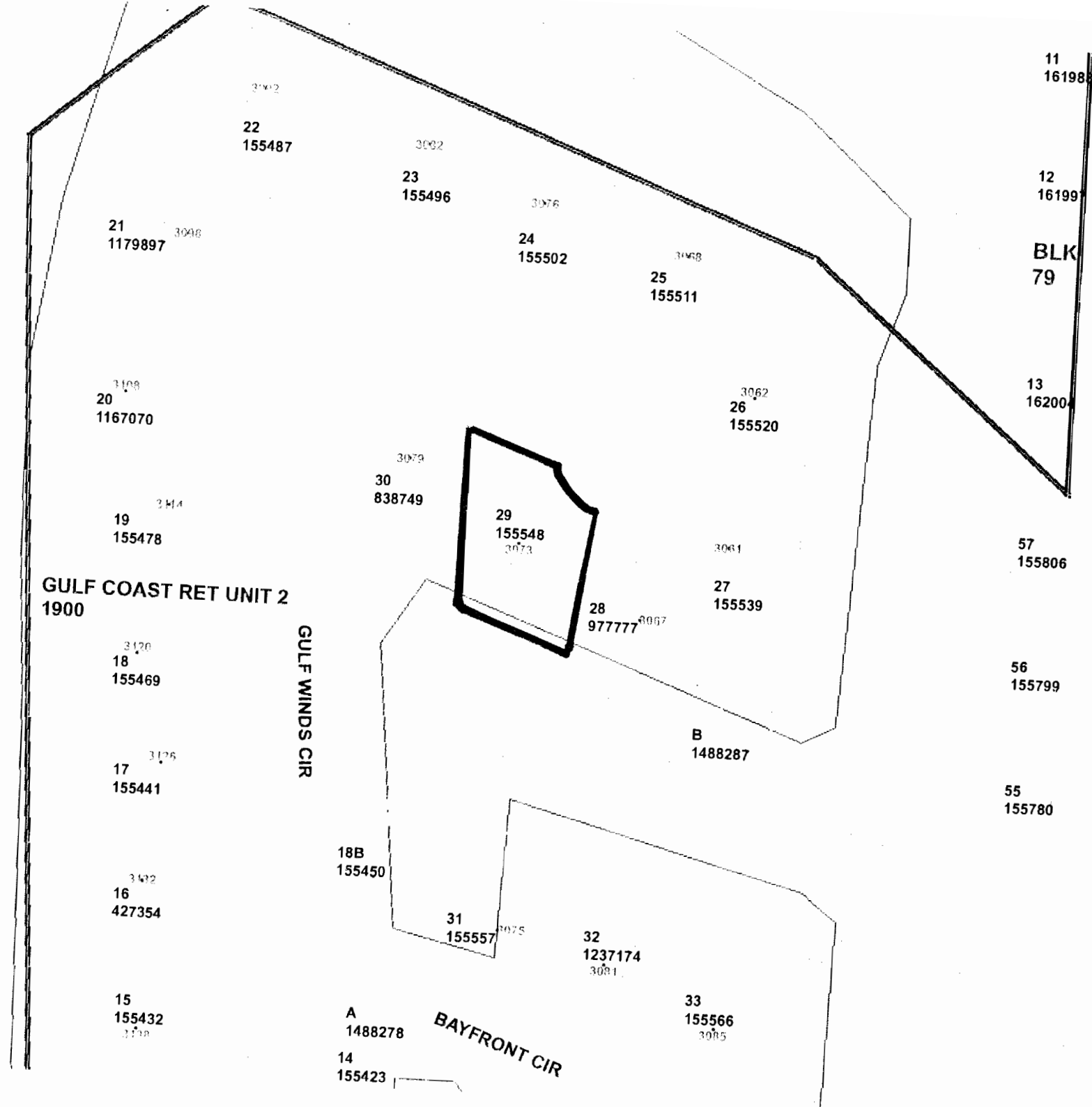
This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 2/12/07 VARIANCE FILE NO. V-06-71

1. Name of appellant/applicant (print) MARY LI
Mailing Address 4167 LILY Dr.
City Spring Hill State FL Zip 34607 Phone 352-5960038
2. Legal description of property covered by this application 3079 Gulf winds Cir
Hernando Beach, FL 34607
3. Highway and street boundaries _____
4. Reason for Appeal _____
It will block the channel outlet and
makes it very difficult to pass a bigger boat.
There are many boat slips in side the area
will need enough space to pass through

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE _____



HERNANDO BEACH BAYPORT PARK

RANGE 16 E

RANGE

RANGE 17 E

Gulf

of

Mexico

HERNANDO BEACH



Weekiwachee

CORTEZ BLVD
BAYPORT PARK
BOAT RAMPS
FISHING PIER

Creek
River
River Pt.

Mud River

Fiddlers Pt.

Jenkins

Creek

Rock Creek

Cedar Pt.

Centipede Bay

Rice Pt.

Rice Creek Bay

Rice Creek

Round Island

Coon Key Pt.

Coon Key

Minnow

FLAMINGO

GULF COAST

BEACH

COMPANERO

WEEKIWACHEE PRESERVE

HERNANDO BEACH VOL FIRE STATION NO. 51

WEEKIWACHEE PRESERVE

WEEKIWACHEE PRESERVE

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WEEKIWACHEE PRESERVE

WEEKIWACHEE PRESERVE

JENKINS CREEK FISHING PIERS
JENKINS CREEK PARK & BOAT RAMP

JENKINS CREEK FISHING PIERS

JENKINS CREEK FISHING PIERS

JENKINS CREEK FISHING PIERS

JENKINS CREEK FISHING PIERS

JENKINS CREEK FISHING PIERS

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JENKINS CREEK FISHING PIERS

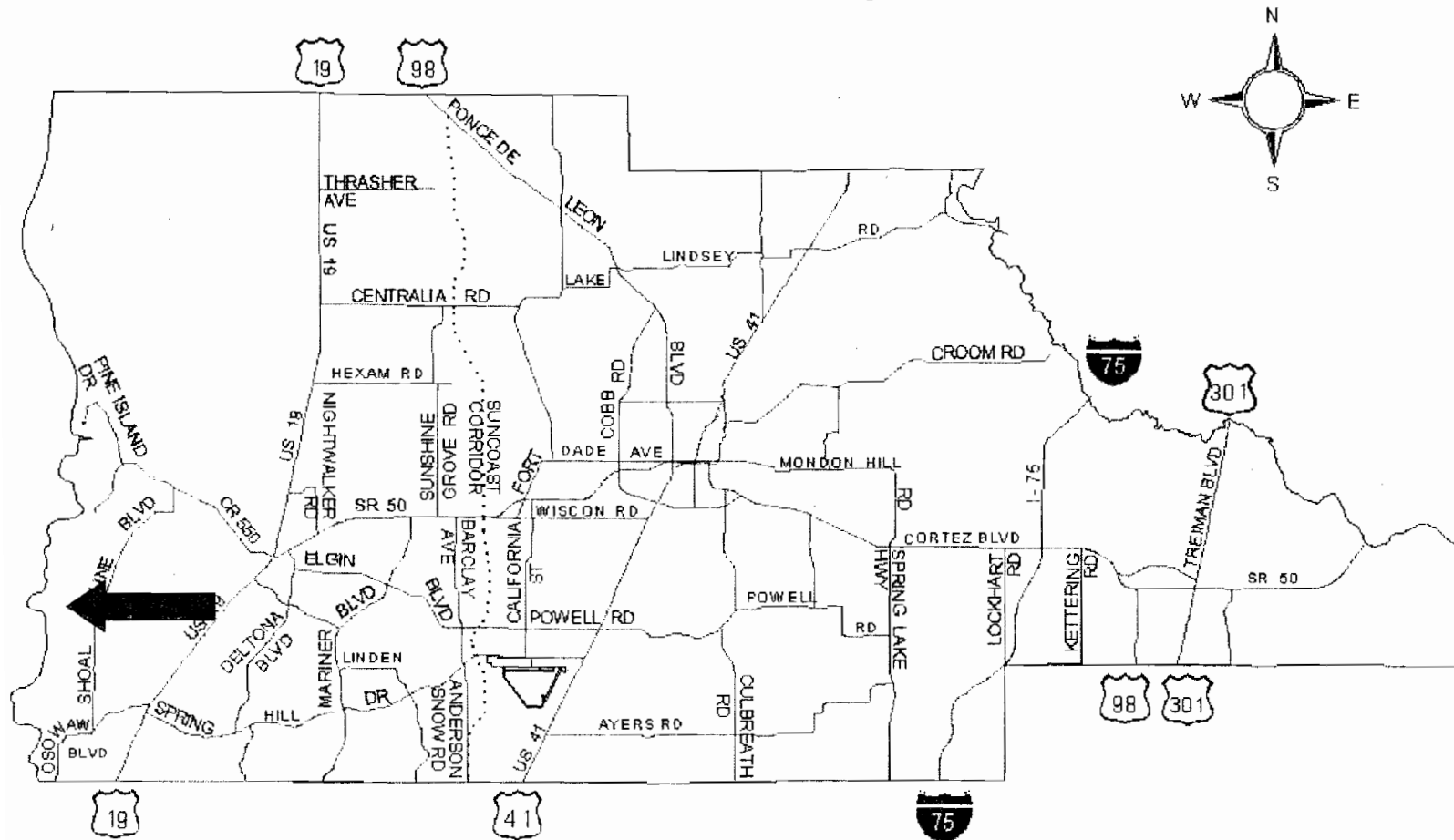
JENKINS CREEK FISHING PIERS

JENKINS CREEK FISHING PIERS

JENKINS CREEK FISHING PIERS

JENKINS CREEK FISHING PIERS

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

RESOLUTION NUMBER 2007-

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Roger and Tracie Maler

FILE NUMBER: V-06-71

LEGAL

DESCRIPTION: Lot 29, Gulf Coast Retreats Unit 2, as per plat thereof recorded in Plat Book 6, pages 89A-89B, public records of Hernando County, FL
Parcel ID# R12 223 16 1900 0000 0290 (Key # 155548).

GENERAL

LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

REQUEST: Granting a dimensional variance to allow an increase in the distance into a waterway from 12 feet to 21 feet for a dock and boatlift in connection with the subject parcel located in the R-1B zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT:

ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Granting the requested dimensional variance is in substantial conformity with the following:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district ;

- (b) That the special conditions and circumstances do not result from the actions of the applicant;
- (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district;
- (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;
- (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
- (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare *(to wit, it has been determined that the additional distance into the canal will not create a navigational hazard for boat traffic and is necessary to avoid the rock shelf in front of the seawall.)*

- 2. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Appendix A, Art. V, § 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

- 1. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.
- 2. The dimensional variance, as granted herein, shall run with the land.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby **APPROVES** the requested dimensional variance to allow an increase in the distance into a waterway from 12 feet to 21 feet for a dock and boatlift in connection with the subject parcel located in a R-1B zone, and subject to all afore-referenced conditions.

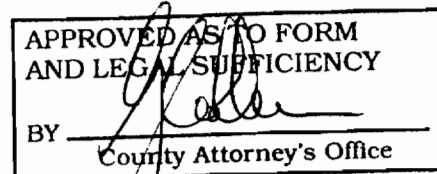
ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
**KAREN NICOLAI
CLERK**

By: _____
**JEFF STABINS
CHAIRMAN**

(SEAL)



STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Roger and Tracie Maler
FILE NUMBER: V-06-71
PURPOSE: Variance to Increase the Distance into a Waterway for a Boatlift
GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac
CURRENT ZONING: R-1B

ORDINANCE STANDARDS

<u>Maximum</u>	<u>Requested</u>	<u>Variance Requested</u>
12'	21'	9'

Letters received: 2 (Opposed)

STAFF FINDINGS:

SURROUNDING ZONING

North: R-1B
South: R-1B
East: R-1B
West: R-1B

SURROUNDING LAND USE

North: Residential
South: Canal
East: Residential
West: Residential

1. The petitioner is requesting a variance to install a dock and a boat lift on a canal behind their residential lot. The lot is presently vacant and located on a canal in Hernando Beach.
2. The subject parcel measures approximately 106' by 70'.
3. The petitioner is proposing to extend the dock to 16 feet and the boat lift to 21 feet. The petitioner's representative has stated that the reason for this request is to avoid the shelf of rock in front of the seawall.
4. Waterway Maintenance Division has reviewed the variance application and has visited the site and have determined that the 21 feet into the canal will not be a navigational hazard in this area. There have been two appeals filed by residents of the area opposing the notice of intent to approve this request.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and approve same because it will not be a navigational hazard and is necessary to avoid the rock shelf in front of the seawall.

"MINUTES OF"

APR 24 2007

AGENDA ITEM

I 3

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐ Yes ☒ No

If yes, please indicate type of application MARINE CONSTRUCTION ORDINANCE

DATE 10/30/06

1. Name of applicant (print) ROGER + TRACIE MALEK
Mailing Address 299 S. WALNUT BEND STE 101 CORONA
City CORONA State TN Zip 38018-7281 Phone _____
2. Legal description of property covered by this application _____
R1Z 223 16 1900 0000 0290

Section 12 Township 23 Range 16
3. Size of property covered by this application _____
4. Highway and street boundaries GULFWIND CIRCLE • GULFWIND DRIVE
5. Zoning district classification RESIDENTIAL
6. Variance being requested ADDITIONAL 9' INTO CANAL TO ALLOW FOR CONSTRUCTION OF A BOATLIFT

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE



DESCRIPTION OF VARIANCE REQUEST

The current ordinance (Article V Marine Construction Code) only allows a “dock” to extend 12’ into a waterway that is between 76’ to 99’ wide.

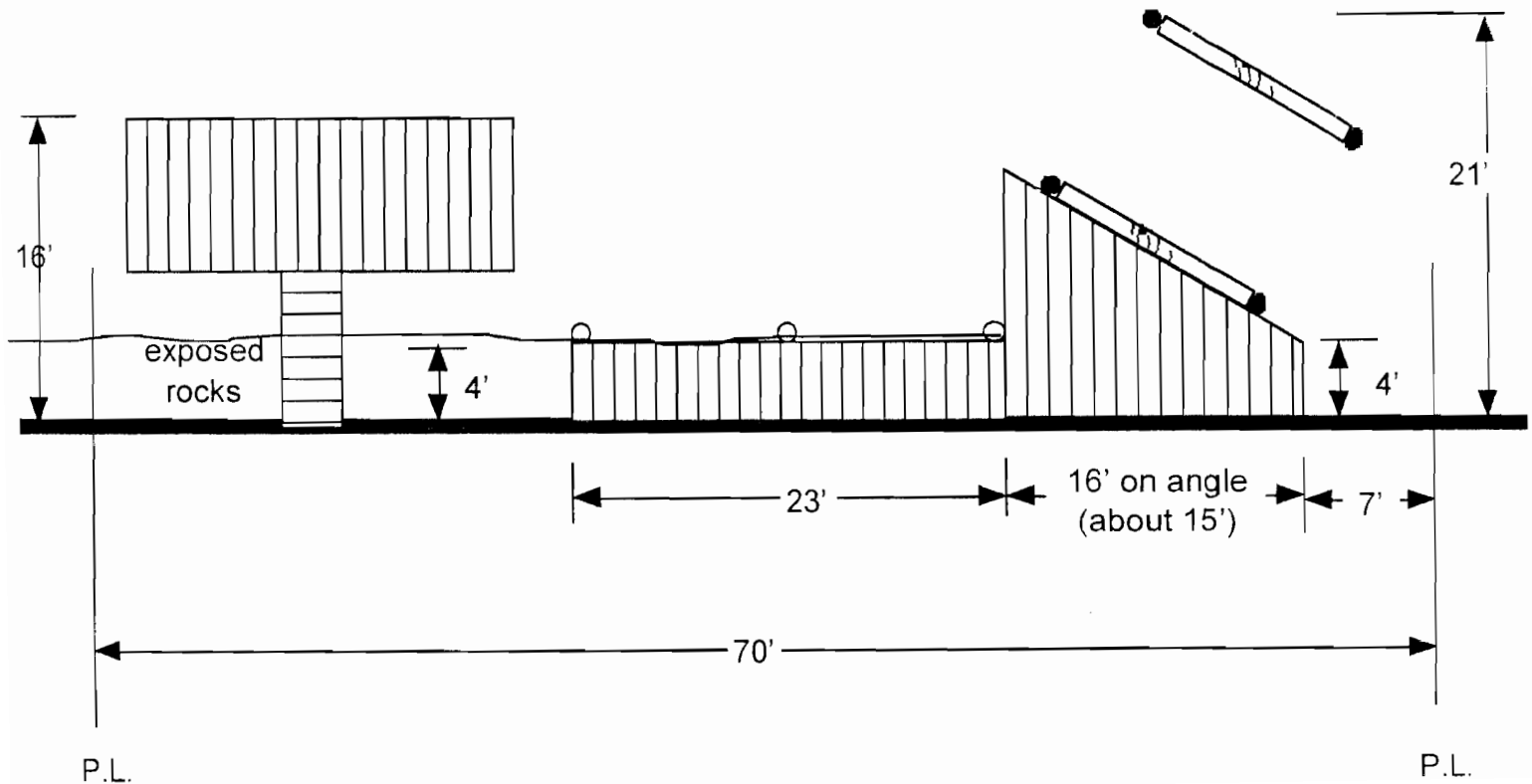
The Maler’s canal is approximately 84’ wide. The lot is vacant and no structure currently exists. We propose to install a boatlift that will extend 21’ into the canal, and a floating dock that will extend 16’ into the canal. The variance request will allow us to avoid the shelf of rock in front of the seawall. There will still be ample room for navigation.

For: Roger Maler
3073 Gulfwinds Cir.
Hernando Beach, FL 34607
From: Gulfside Docks Corp.
www.GulfsideDocks.com
Glenn Dahn
(352) 596-1350
(727) 847-4300
Glenn@GulfsideDocks.com
Date: 10/30/06



North

DISTANCE ACROSS CANAL IS 28yds or 84'
MAX DISTANCE ALLOWED OUT IS 12'
WITHOUT A VARIANCE



Dec 29 06 12:08p

WATERWAYS ADMINISTRATION DIVISION
PERMIT APPLICATION REVIEWDATE: 12-28-06APPLICATION #: VARIANCE

ADDRESS OF JOB SITE:

3073 GULFWINDS CIR

PROPERTY OWNER:

Roger MAIER

CONTRACTOR:

Gulfside DocksDATE OF INSPECTION: 12-28-06PRE-CONSTRUCTION PHOTOS INCLUDED: YESDATE TAKEN: 12-28-06DATE E-MAILED TO WW ADMIN: 12-28-06

COMMENTS:

The FAR Pole will not exceed more
than 21 FT. This is not a hazard to
Navigation or Neighbors

APPROVED ☐APPROVED W/ ABOVE STIPULATIONS ☒DENIED ☐

APPLICATION REVIEWED BY

Judy G. ButlerDATE REVIEWED: 12-28-06

DATE FAXED TO WW ADMIN:

PLEASE NOTE:

This approval does not exclude the need for any other Federal or State permits that may be required.

WATERWAYS ADMINISTRATION USE ONLY

Date Faxed to Building Department:

B-Ville 1-2-07

Date Filed:

Back Up Documentation Received: ☒ Yes ☐ No

P/C

Comments:

2006 DEC 29 11:11:31

E:\WPDATA\BMD\Waterways\PermitForm\w...

Judy G.
TO: Gary Fisher

FAXED
01/03/07

RECEIVED

FEB 13 2007

HERNANDO COUNTY
DEVELOPMENT DEPT

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

- DATE: 2/10/07 VARIANCE FILE NO. V-06-71
- Name of appellant/applicant (print) JOHN DePASQUALE
Mailing Address 3126 GULF WINDS CIR
City HERNANDO BEACH State FL Zip 34607 Phone 352-263-1375
 - Legal description of property covered by this application
R12 223 16 1900 00B0 0000 Key 01488287
 - Highway and street boundaries GULF WINDS CIR.
 - Reason for Appeal
New boat lift will extend about
a third into the channel preventing ingress
and egress of my boat and others. See enclosed.

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE

John J. DePasquale

RECEIVED

VARIANCE APPEAL

FEB 13 2007

APPLICATION FOR PUBLIC HEARING BY
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY
DEVELOPMENT DEPT.

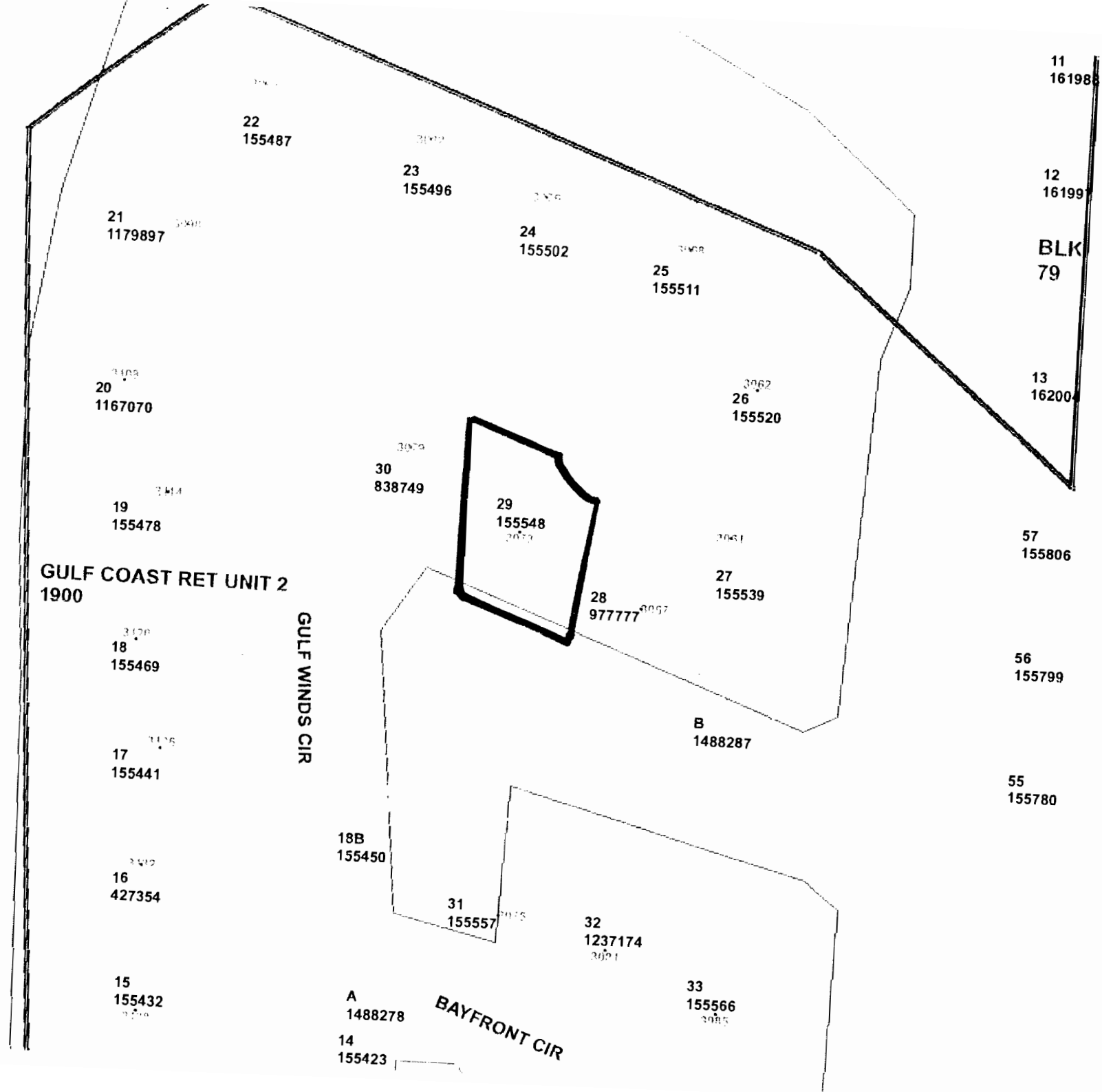
This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 2/12/07 VARIANCE FILE NO. V-06-71

1. Name of appellant/applicant (print) MARY LI
Mailing Address 4167 LILY DR.
City Spring Hill State FL Zip 34607 Phone 352-5960038
2. Legal description of property covered by this application 3079 Gulf winds Cir
Hernando Beach, FL 34607
3. Highway and street boundaries _____
4. Reason for Appeal _____
It will block the channel outlet and
makes it very difficult to pass a bigger boat
There are many boat slips in side the area
will need enough space to pass through

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE _____



Gulf

of

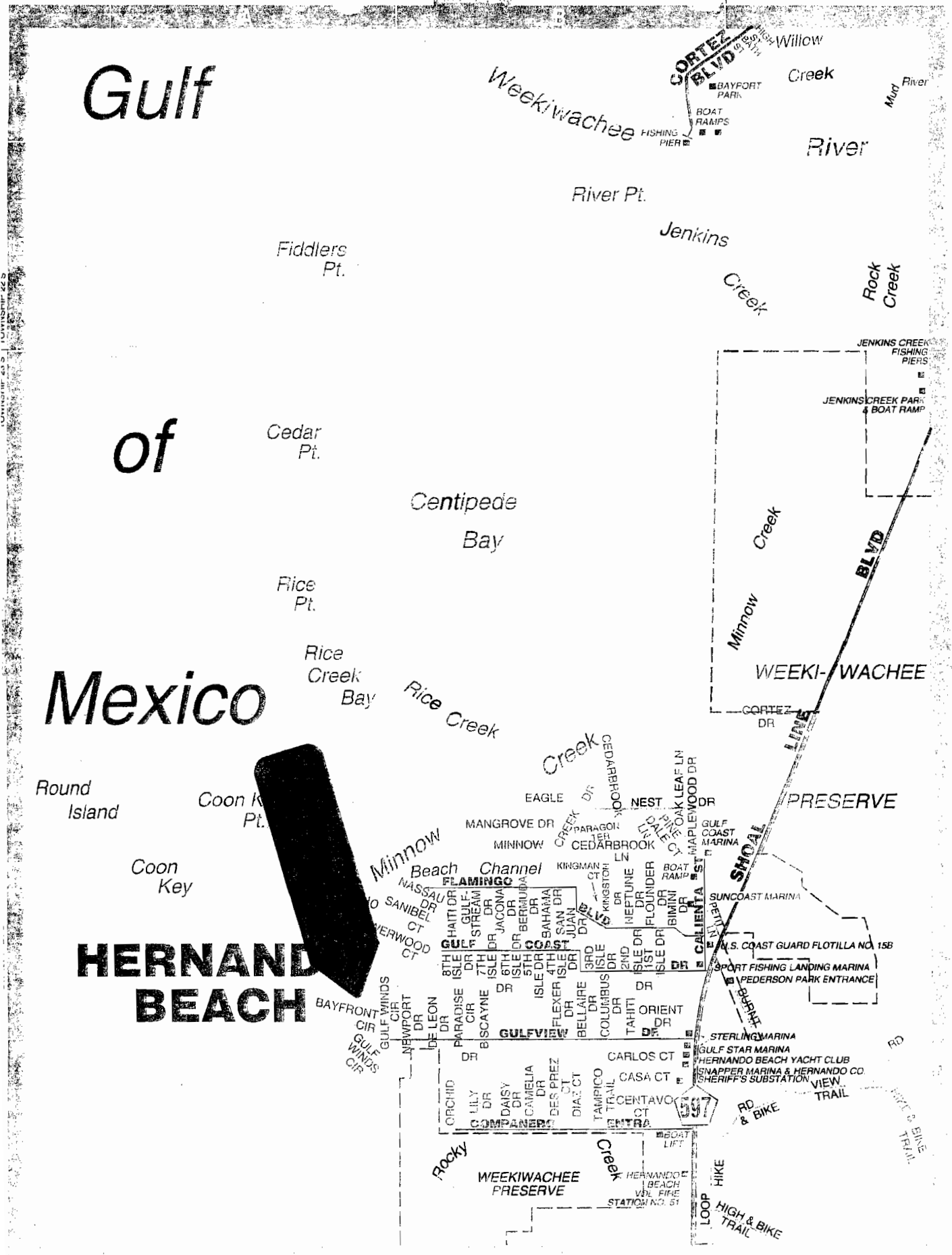
Mexico

HERNANDO
BEACH

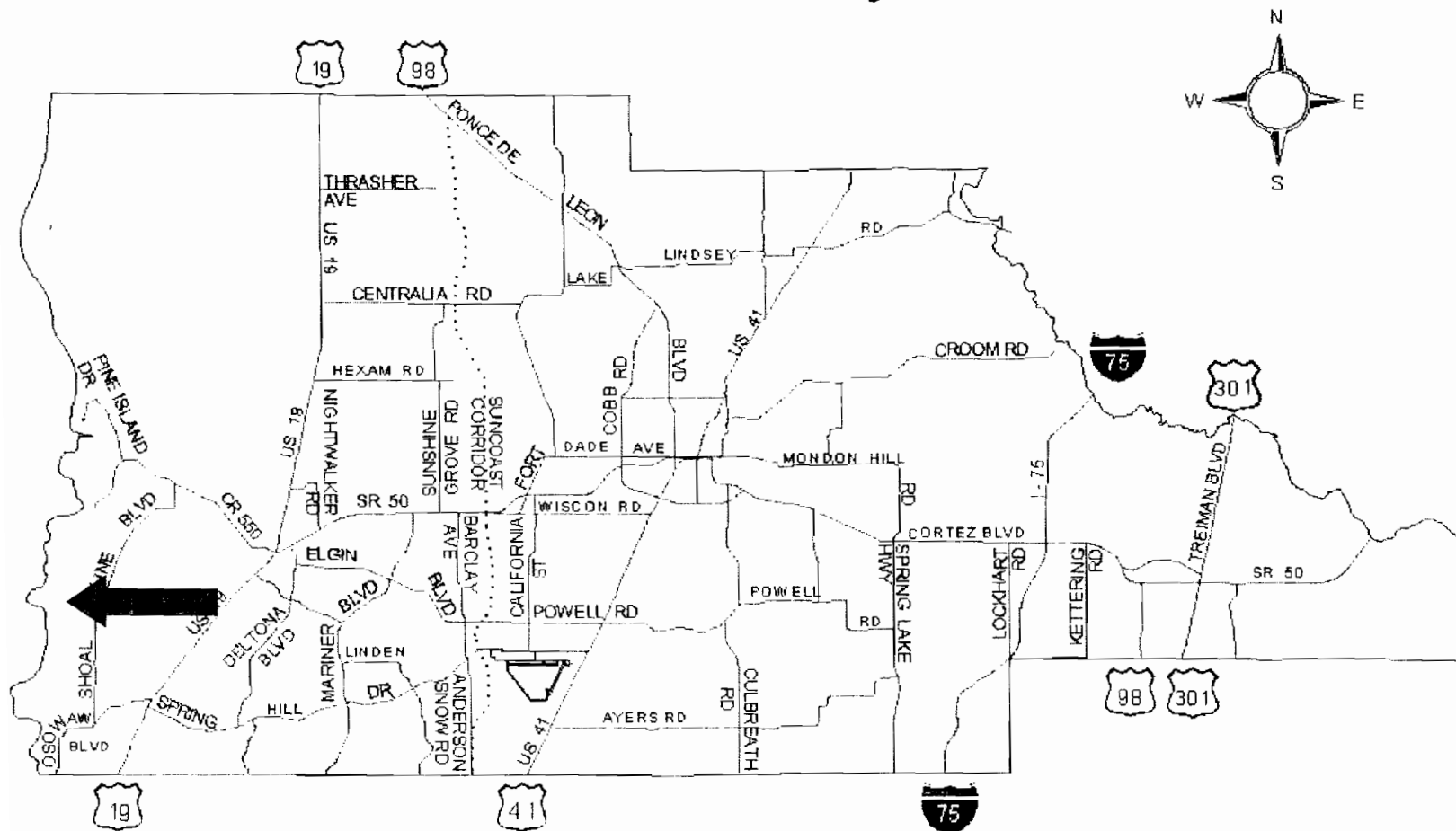
TOWNSHIP 22 S

TOWNSHIP 23 S

TOWNSHIP 21 S



Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

2720
(B)

R Rm 131

Doc# 2007028760
Hernando County, Florida
04/26/2007 2:41PM
KAREN NICOLAI, Clerk

RESOLUTION NUMBER 2007-134

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Roger and Tracie Maler

FILE NUMBER: V-06-71

LEGAL

OFFICIAL RECORDS
BK: 2433 PG: 1020

DESCRIPTION: Lot 29, Gulf Coast Retreats Unit 2, as per plat thereof recorded in Plat Book 6, pages 89A-89B, public records of Hernando County, FL
Parcel ID# R12 223 16 1900 0000 0290 (Key # 155548).

GENERAL

LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

REQUEST: Granting a dimensional variance to allow an increase in the distance into a waterway from 12 feet to 21 feet for a dock and boatlift in connection with the subject parcel located in the R-1B zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

**FINDINGS
OF FACT:**

ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Granting the requested dimensional variance is in substantial conformity with the following:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district ;

- (b) That the special conditions and circumstances do not result from the actions of the applicant;
 - (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district;
 - (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;
 - (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
 - (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare *(to wit, it has been determined that the additional distance into the canal will not create a navigational hazard for boat traffic and is necessary to avoid the rock shelf in front of the seawall.)*
2. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Appendix A, Art. V, § 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

- 1. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.
- 2. The dimensional variance, as granted herein, shall run with the land.

ACTION: After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested dimensional variance to allow an increase in the distance into a waterway from 12 feet to 21 feet for a dock and boatlift in connection with the subject parcel located in a R-1B zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

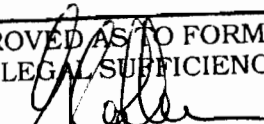
Attest:


KAREN NICOLAI
CLERK

(SEAL)

By:


JEFF STABINS
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office



Malu Variance V-06-71

To Whom it may concern,
I have reviewed the project as proposed below.
I do not feel it would be a hazard to navigation, and I do not
object its construction as proposed.

Signed

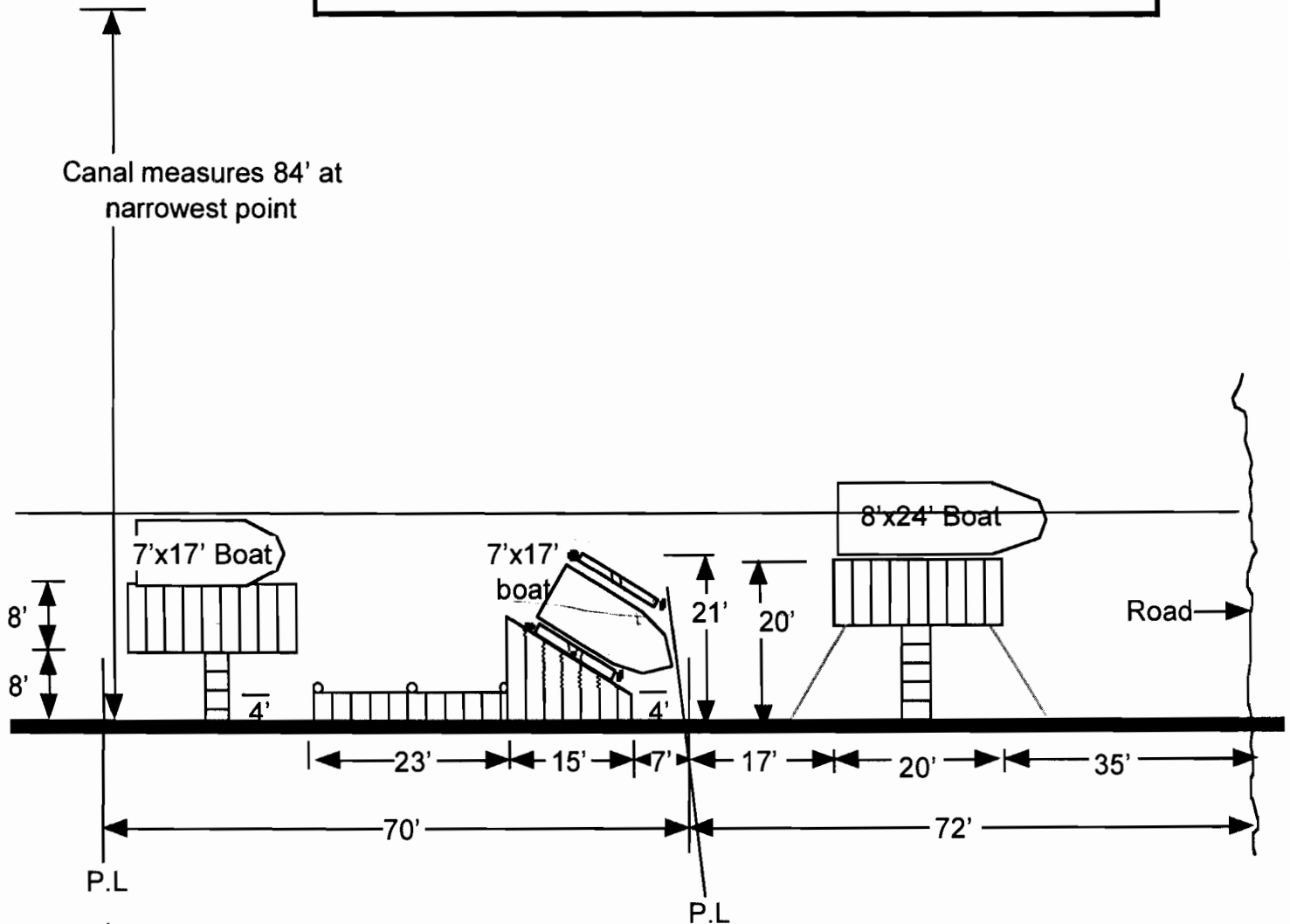
John Giordano

John Giordano

3132 Gulf Winds Cir.

Hernando Beach, FL, 34607

PH # 312-597-3683



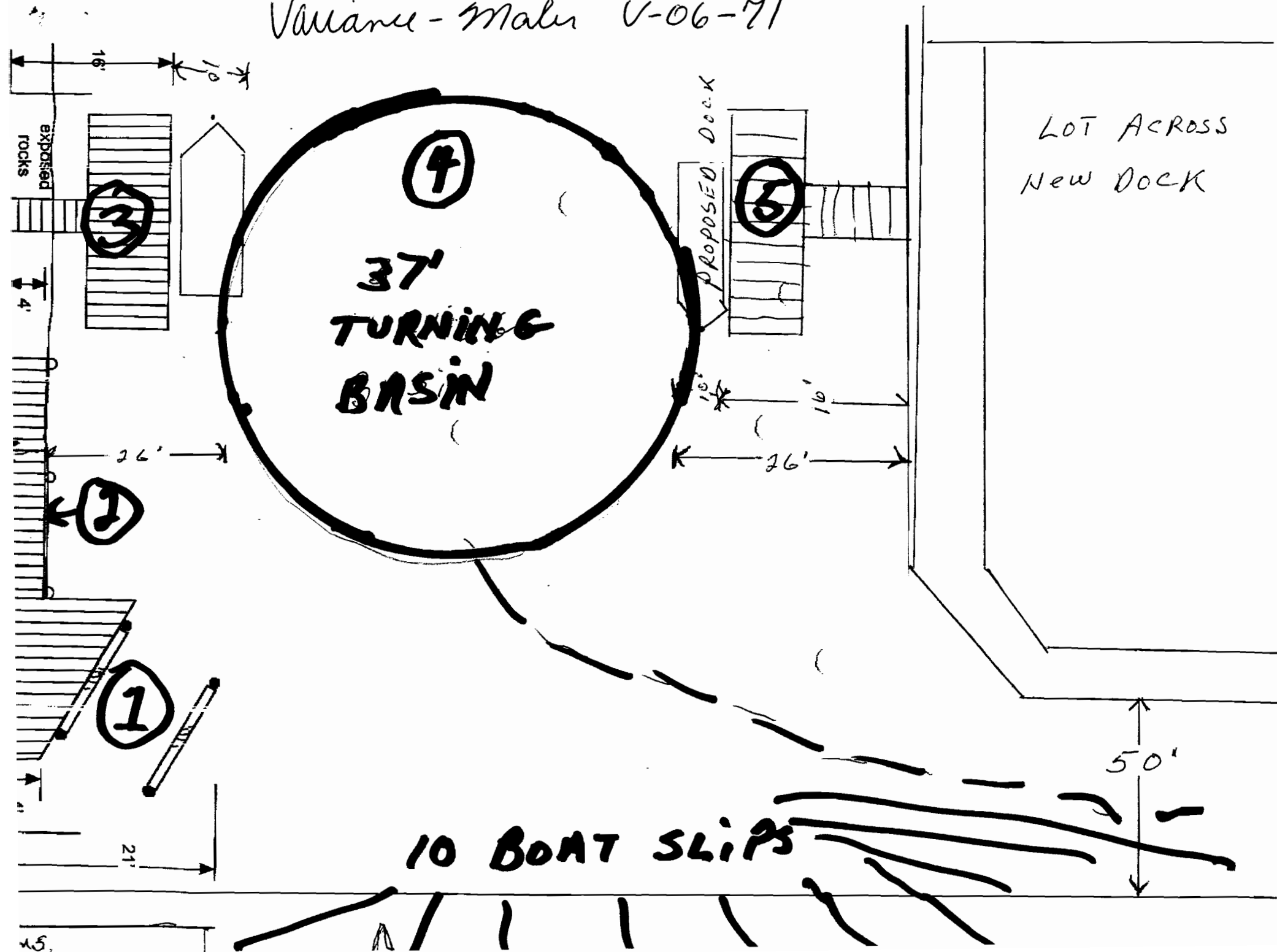
Roger Maler
3073 Gulfwinds Cir.
Hernando Beach, FL 34607

Mary M. Li
3079 Gulf Winds Cir.
Hernando Beach, FL. 34607

3/20/07

Variance - Maler V-06-71

Variance - Maher V-06-71



Variance - Malin V-06-71

4/19/07

To Whom it May Concern

My name is John Currie I reside at 3098 Gulf Wide Circle lot 21 + 21B Unit 2. I wish to protest file number V-06-71 to increase distance into waterway. This proposal will hinder my access by boat to the Gulf of Mexico. You must consider the property directly across the canal will someday install a dock with a boat tied up to it narrowing the canal access. Please accept this letter as I have to travel out of town for medical treatment

X S. Messina
NOTARY

4-19-07
DATE

Thank You
John Currie
John Currie
JOHN P. CURRIE

NOTARY PUBLIC-STATE OF FLORIDA
SARAM MESSINA
COMMISSION # D0395176
EXPIRES: FEB. 09, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Board of County Commissioners

Hernando County Development Services

789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:
www.co.hernando.fl.us



☐ Permitting / Zoning	352-754-4050	Fax: 352-754-4416
☐ Commercial Dev.	352-754-4096	Fax: 352-754-4151
☐ Contractor Licensing	352-754-4109	Fax: 352-754-4159

NOTICE OF PUBLIC HEARING HERNANDO COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners will hold a Public Hearing to consider a variance request on **April 24, 2007, at 10:00 a.m.** in the John Law Ayers County Commission Chambers, Government Complex, 20 N. Main Street, Brooksville, Florida.

PETITIONER: Roger and Tracie Maler

FILE NUMBER: V-06-71

PURPOSE: Variance to Increase the Distance into a Waterway for a boatlift

GENERAL

LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

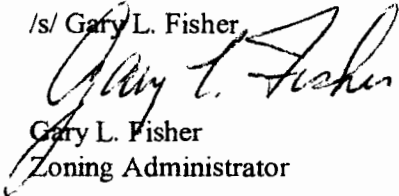
LEGAL: Lot 29, Gulf Coast Retreats Unit 2, as per plat thereof recorded in Plat Book 6, pages 89A-89B, public records of Hernando County, FL

You are further advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact County Administration, 20 N. Main Street Room 460, Brooksville, FL 34601, telephone 352-754-4000, no later than three (3) days prior to the proceedings. If hearing impaired, telephone (TDD) 1-800-676-3777.

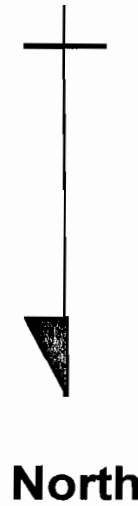
Any person wishing to be heard on this matter may be present to speak for or against this application. If you have any questions regarding this issue please contact the Zoning Division at 754-4050.

/s/ Gary L. Fisher

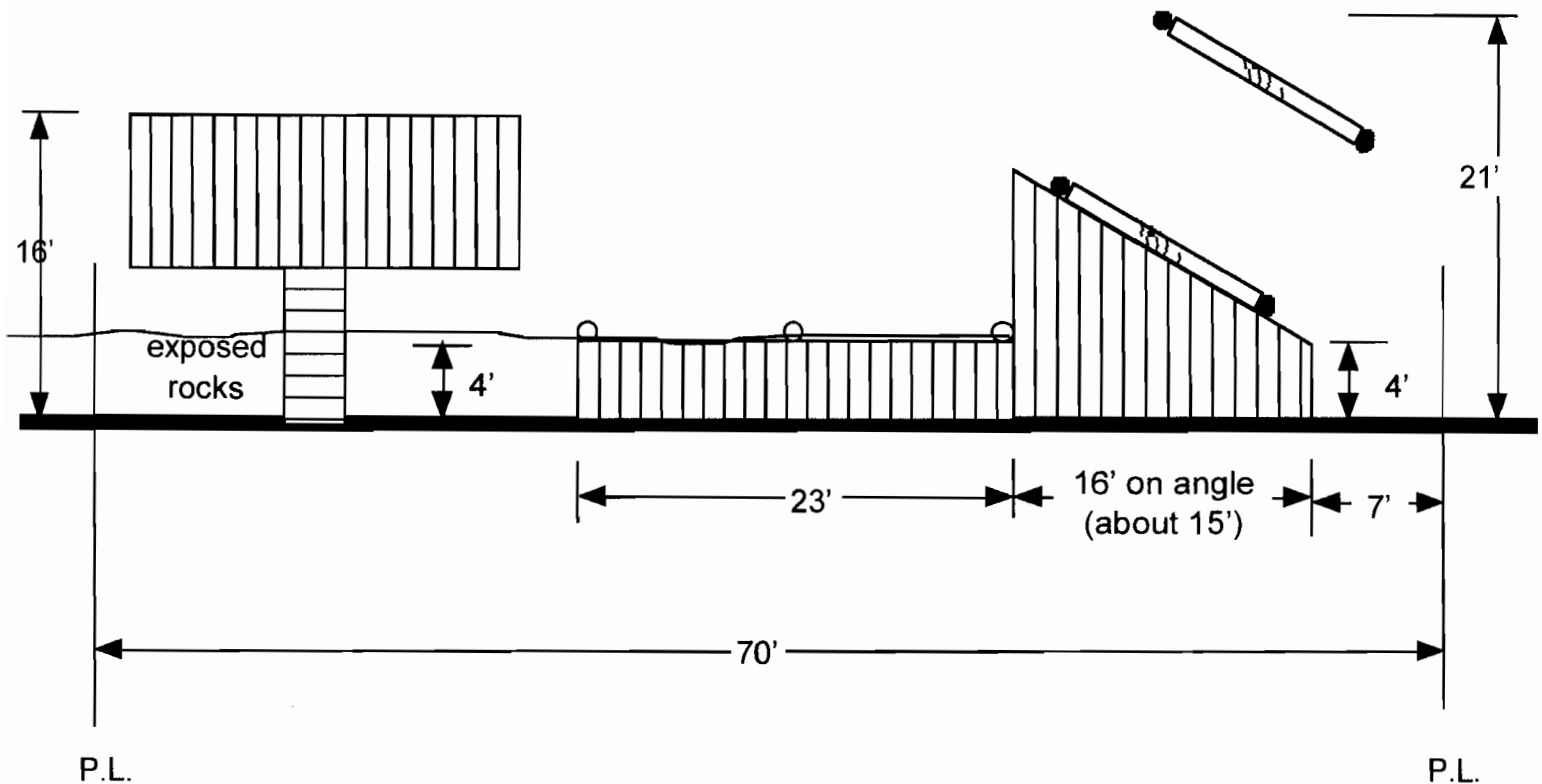

Gary L. Fisher
Zoning Administrator

jag

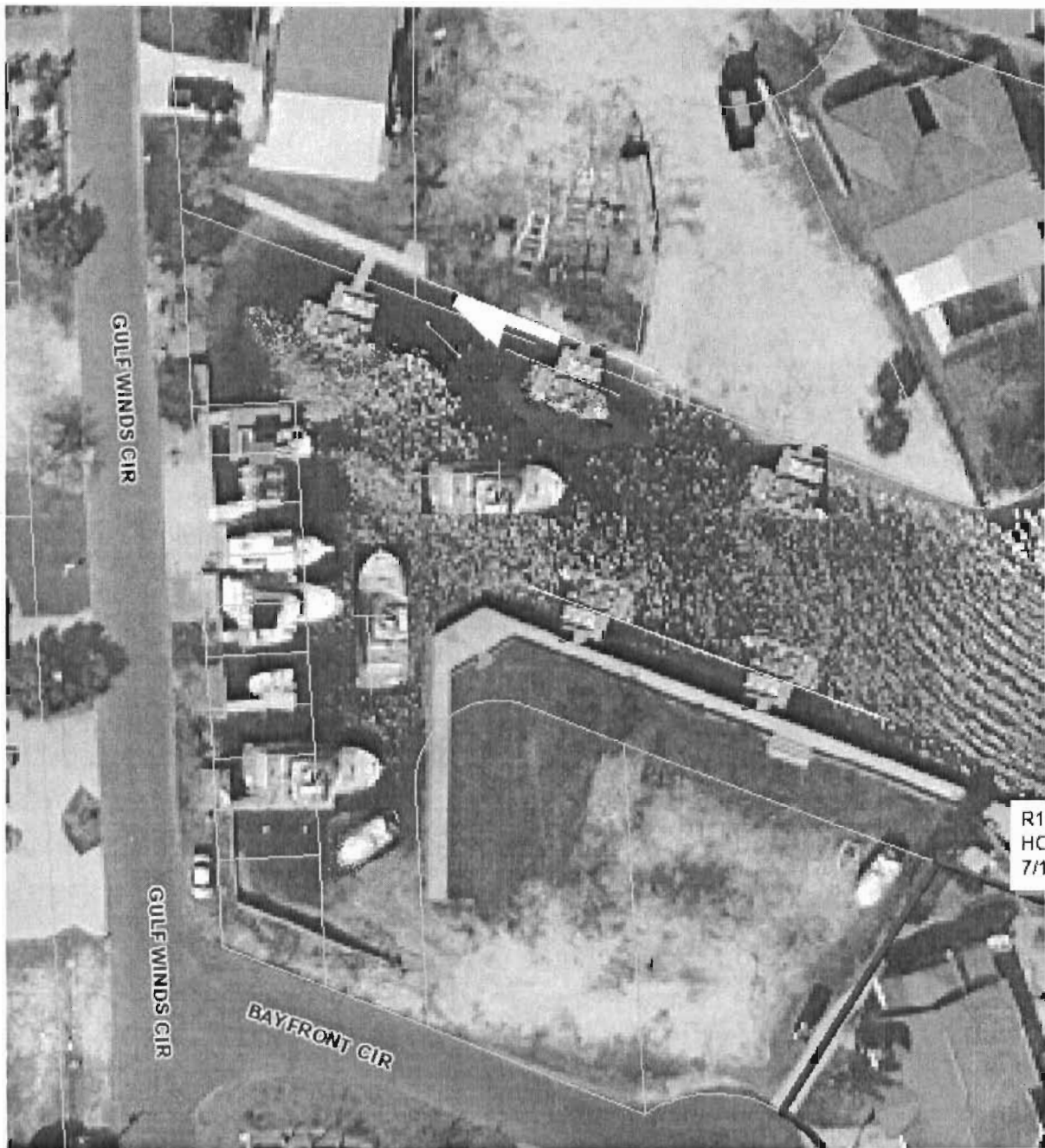
For: Roger Maler
3073 Gulfwinds Cir.
Hernando Beach, FL 34607
From: Gulfside Docks Corp.
www.GulfsideDocks.com
Glenn Dahn
(352) 596-1350
(727) 847-4300
Glenn@GulfsideDocks.com
Date: 10/30/06



DISTANCE ACROSS CANAL IS 28yds or 84'
MAX DISTANCE ALLOWED OUT IS 12'
WITHOUT A VARIANCE

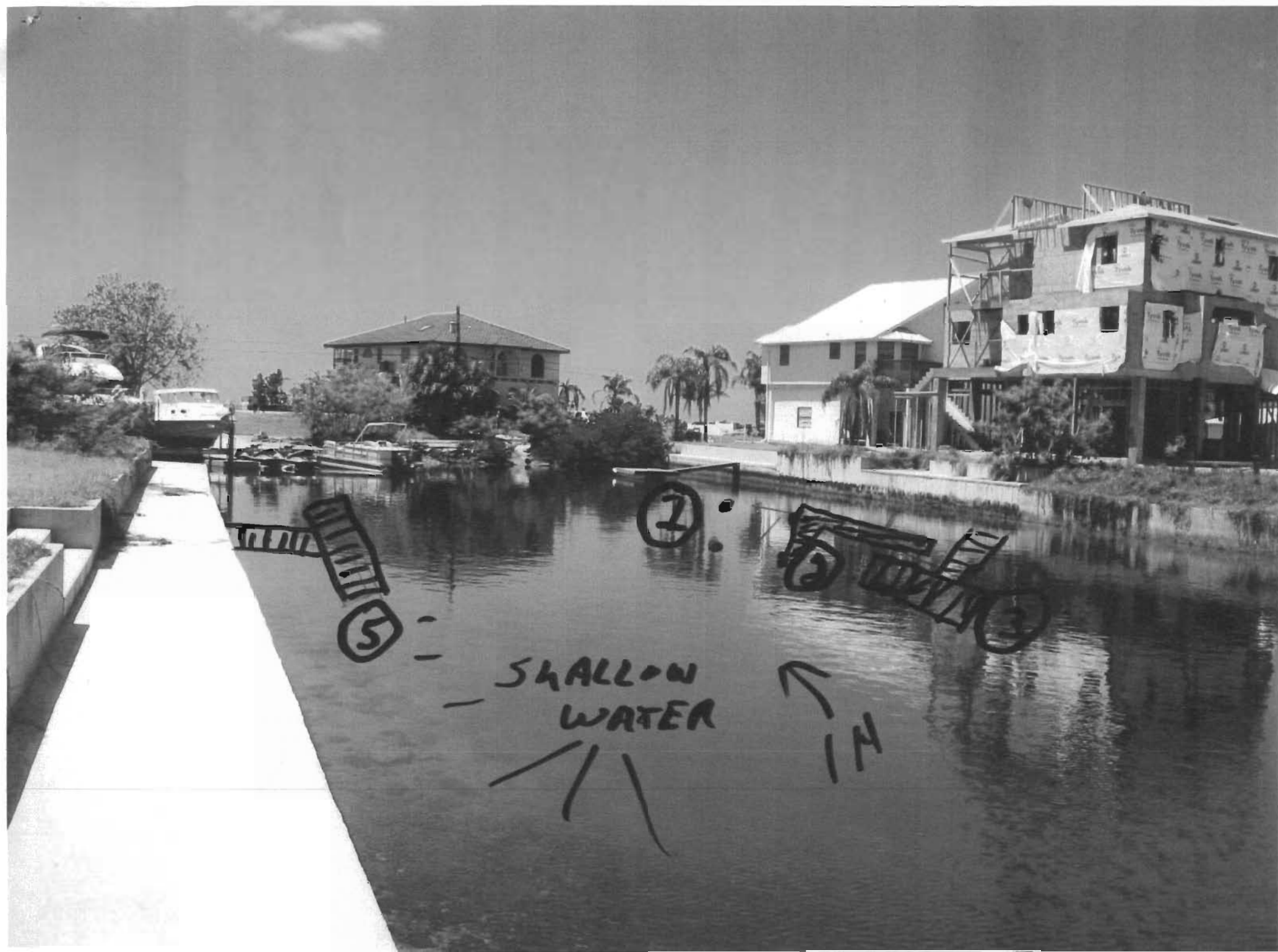


Variance - Maler V-06-07



Varianu - Malu V-06-71



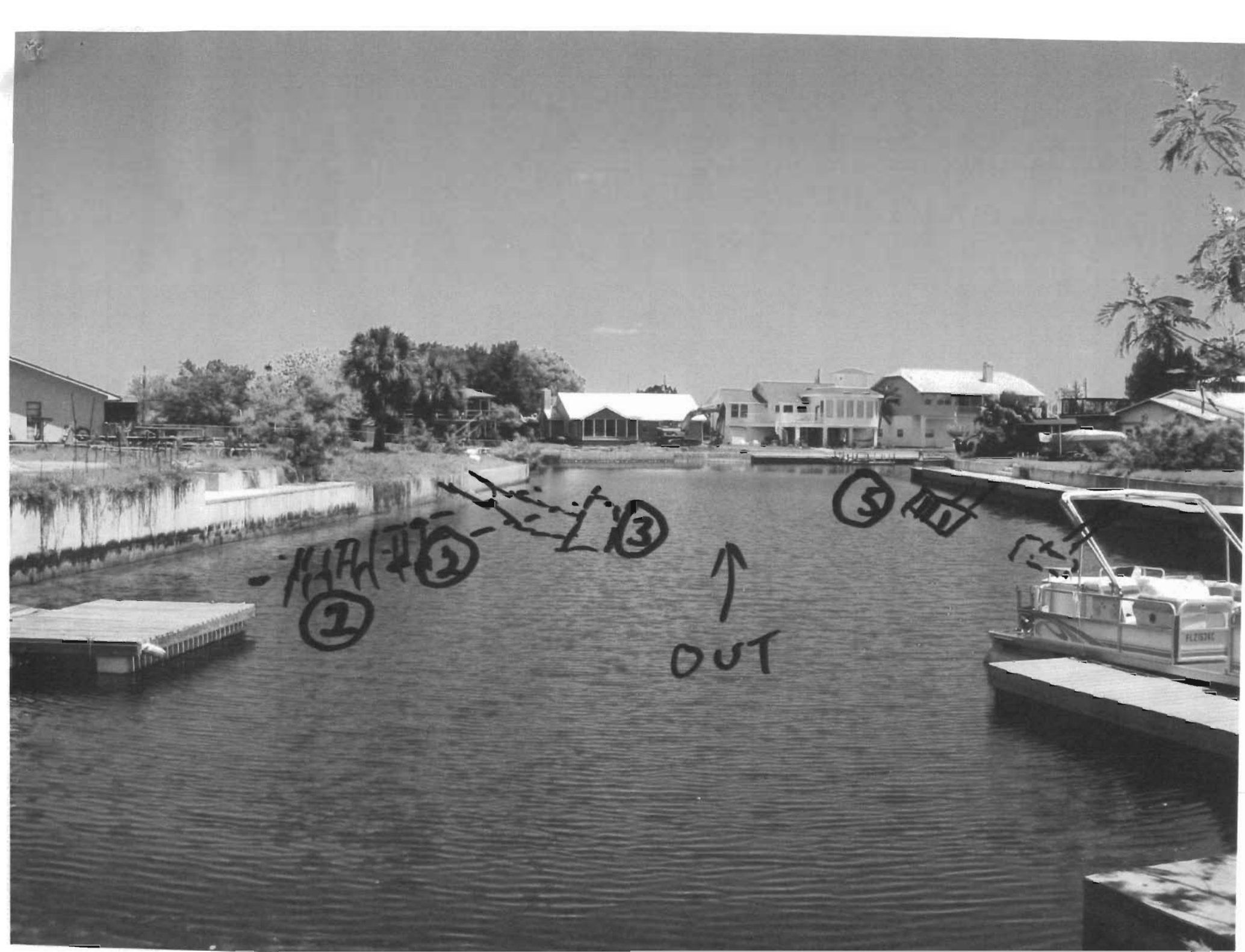


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①









Main Variance

V-06-71

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Susan Townsend
FILE NUMBER: V-07-05
PURPOSE: Variance to Reduce Side Setback Requirement
GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane
CURRENT ZONING: R-1B

ORDINANCE STANDARDS

<u>Required</u>	<u>Requested</u>	<u>Variance Requested</u>
10'	8.80'	1.2'

Letters received: 1 petition with 6 signatures in favor

STAFF FINDINGS:

SURROUNDING ZONING

North: R-1B
South: R-1B
East: R-1B
West: R-1B

SURROUNDING LAND USE

North: Residential
South: Residential
East: Residential
West: Vacant

1. The petitioner is requesting a variance to reduce the side setback from 10' to 8.80' to place an addition onto an existing single family home which would also connect a detached garage to the single family home.
2. The subject parcel measures approximately 120' by 130' and is located in the Rolling Acres Subdivision. The parcel presently has a single family home and a detached garage located on it. The petitioner is proposing to place a triangular shaped addition between the house and the detached garage.
3. The present ordinance standards require the primary structure to be 10' from the side property line and the detached garage to be 5' from the side property line. Attaching the two structures will create one primary structure and will be required to meet the 10' side setback requirement.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and deny same because the hardship is self imposed and is not emanating from the land.

AGENDA ITEM **I**⁴.

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☒ Yes ☐ No

If yes, please indicate type of application

(1) ~~Deck, garage - electric~~ (2) ~~Add garage to home~~
2/rooms at angle
DATE 1-22-07

1. Name of applicant (print) Susan Townsend
Mailing Address 6158 SUNTAR DR
City Brooksville State FL Zip 34602 Phone 754 2872
2. Legal description of property covered by this application Lot 27 & 26 BLK B
Rolling Acres Unit 5
Section 3 Township 23 Range 20
3. Size of property covered by this application 120 long / 150 wide
4. Highway and street boundaries _____
5. Zoning district classification _____
6. Variance being requested Addition 2 rooms / add garage to
standing home. Add garage to standing home 2 rooms

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE

Susan Townsend

**SUSAN TOWNSEND
6158 SUMPTER DR.
BR01OOKSVILLE, FL, 34601**

**GARY FISHER
HERNANND0 COUNTY
DEVELOPMENT DEPARTMENT
BROOKSVILLE, FL, 34602**

Dear Mr. Gary Fisher;

I Susan Townsend ask the county for a variance at 6158 Sumter Drive in Brooksville FL, due to the fact that I built the garage to close to the ten foot marker.

I would like to add the garage to the home. The way the home is built there is a gap. The rooms would be at a angle from the home to the garage. It is off about 1 foot 3 inches The plans are in the building department, 555777, Brooksville office.

I did go to the neighbors to let them know about what I wish to do to my home. I asked them for their permission. They would like to see the home done. I would appreciate if you would grant this request. See attached signed letter with the neighbors signatures saying they agree. Thank you for time.

Sincerely,

Susan Townsend

1-22-2007

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 3-14-7 VARIANCE FILE NO. V-07-05
V0705

1. Name of appellant/applicant (print) Susan Townsend
Mailing Address 6158 Sumter DR
City Brooksville State FL Zip 34602 Phone 754 2872
2. Legal description of property covered by this application Lot 27 & W 1/2 Lot 26
Block B of Rolling Acres Subdivision, Unit 5
Parcel R03-123-20-1190-000B-0270 / 6158 Sumter DR Brooksville
3. Highway and street boundaries _____
4. Reason for Appeal I was denied Variance on home at Sumter DR,
to add 2 rooms. I was only asking about 1 foot of my
own 10 foot mark, I now ask permission from the
County of Hernando to grant this request.

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE Susan Pky Townsend

1-22-2007

I Susan Tongene ask:

Hernando County, Variances Please read self,
I live at 6158 Sumter Dr Brooksville FL
34602 of my home at this address

I wish to ask and tell my neighbors
I would like to add my garage to
my home as an addition I am over
12 ft 1 foot but under 2 feet from the ten
foot mark, or

I would like for the people whom
live with in 300-250 feet of my home
to agree that this would not harm
them or their home in any way

Please sign Date and Address shown #
This paper served as a Variance. Thank you

First Names

Cindy 1)

352-754-8124

352-754-8124

Susan Tongene

6161 Sumter Dr.

Brooksville

34602

and 2)

6151 Sumter Dr

Brooksville, FL

34602

352-397-3424

Inna Dragvair

3rd +
4th

3)

6152 Sumter Dr

Brooksville, FL

34602

352-796-0345

5th

4)

6183 Faber Drive

Brooksville

FL 34602

779-6920

ME. Lee

6th

5)

Adale Eastman

6174 Faber Dr.

352-754-3059

7th

6)

Joyce Salasaka

6191 Faber Dr.

352-796-2459

S V. MOYLAN, P.S.M.
LAND SURVEYS
2 Birchwood Road
Spring Hill, FL 34608

CERTIFIED TO THE FOLLOWING ONLY:
SUSAN K. TOWNSEND
CTX MORTGAGE COMPANY
HUTCHINSON TITLE SERVICES, INC.
UNITED GENERAL TITLE INSURANCE COMPANY

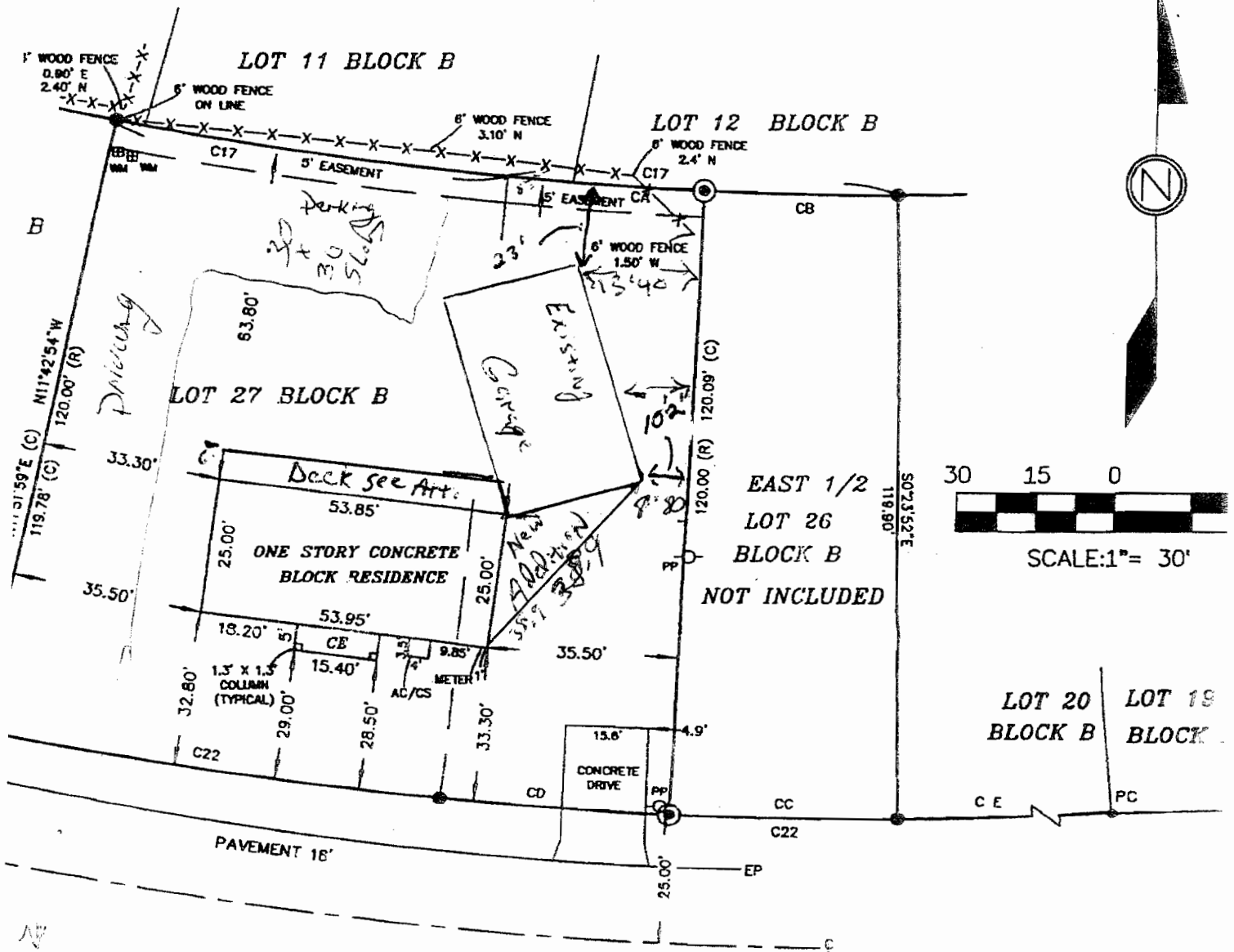
5450 FAX (352) 684-9955

N	W.O.	03-132
	DATE:	06/30/03
N	F.B.	10 PG. 20-21

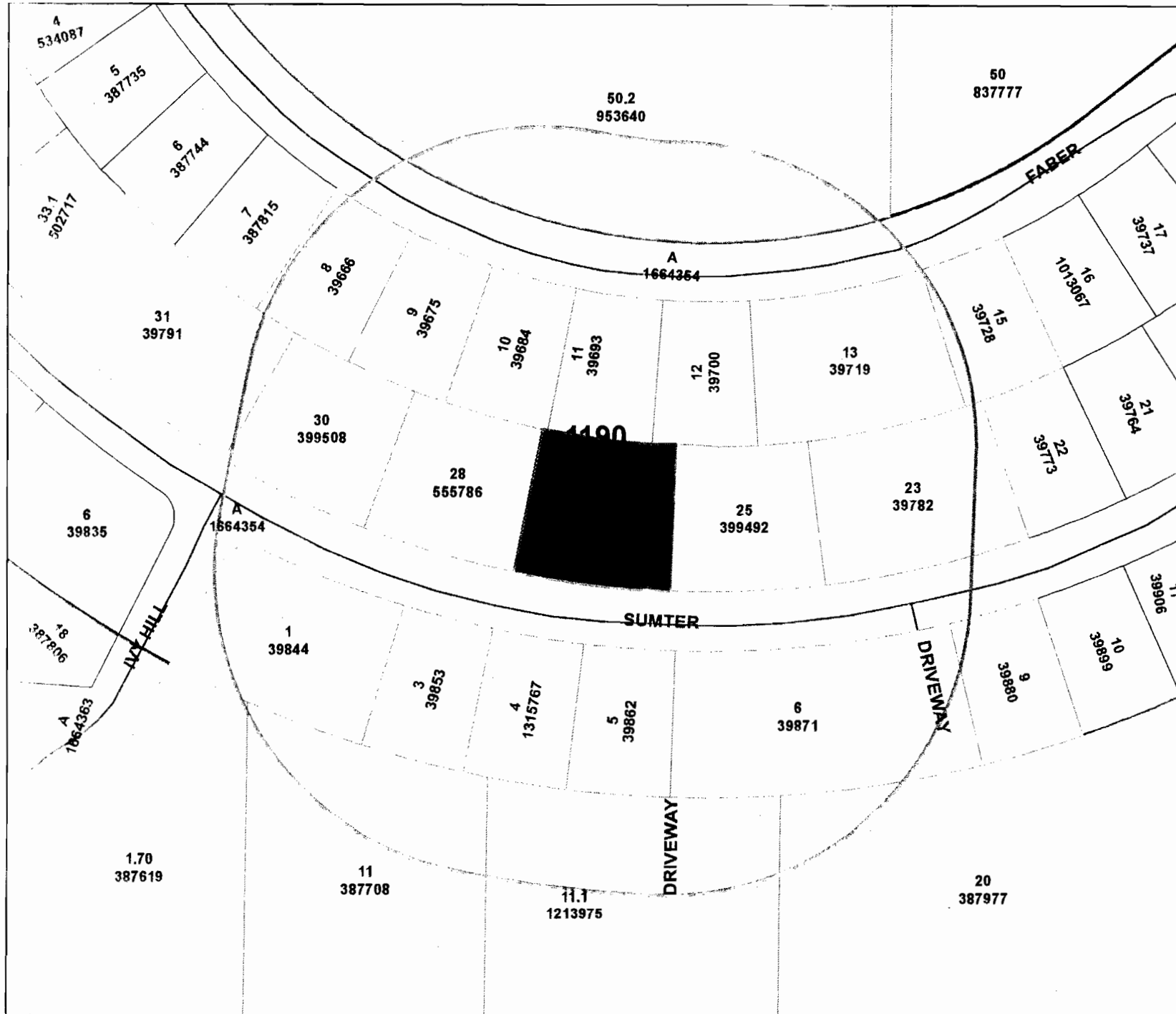
DESCRIPTION:
LOT 27 AND THE WEST 1/2 OF LOT 26, BLOCK "B" OF ROLLING A
SUBDIVISION, UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECO
IN PLAT BOOK 7, PAGES 36A - 36B, INCLUSIVE OF THE PUBLIC
RECORDS OF HERNANDO COUNTY, FLORIDA.
SECTION: 3 TOWNSHIP: 23 S, RANGE: 20 E # 615

MAP OF SURVEY - BOUNDARY SURVEY AND FINAL SURVEY

BLOCK B



TOWNSEND APO



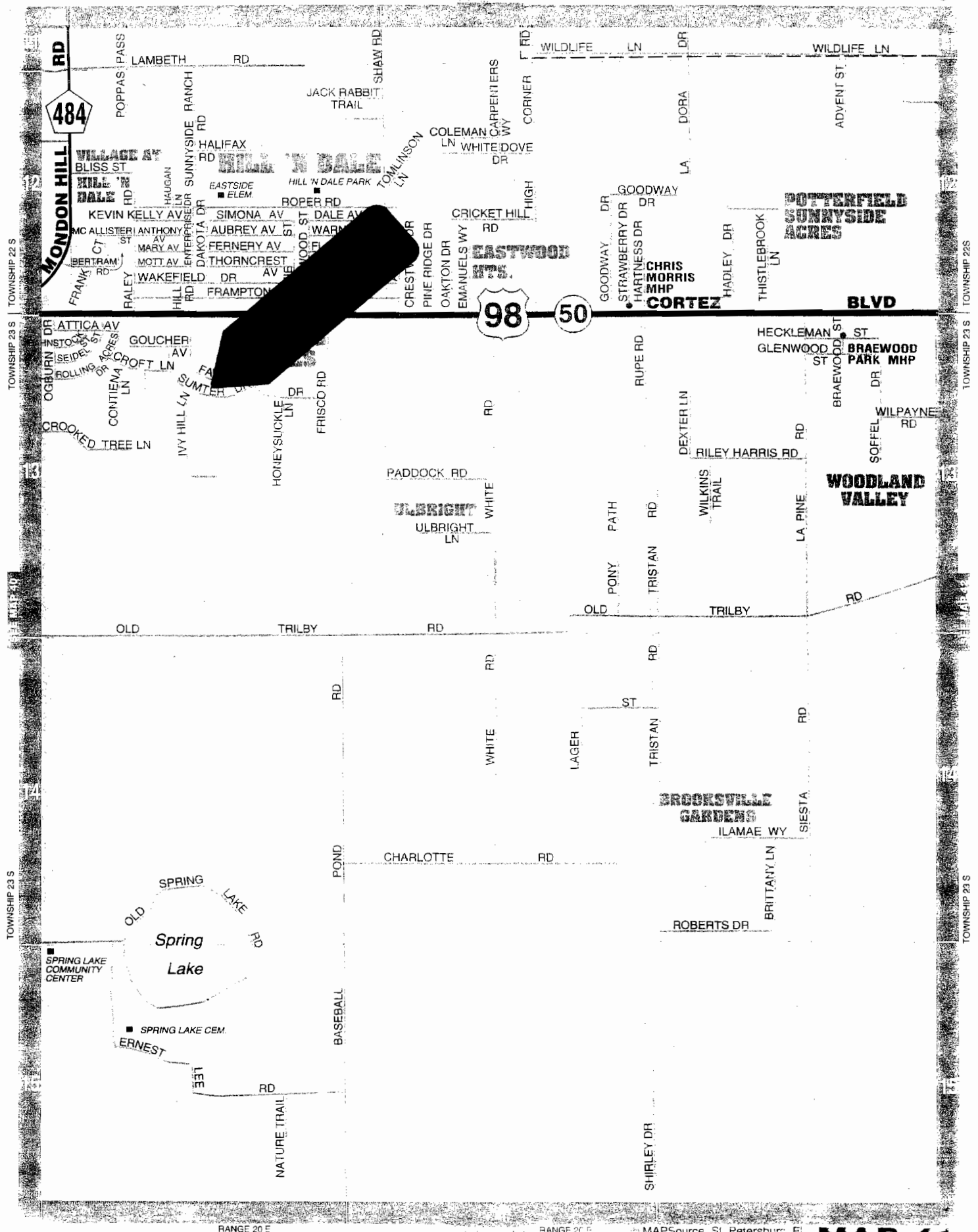
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Legend

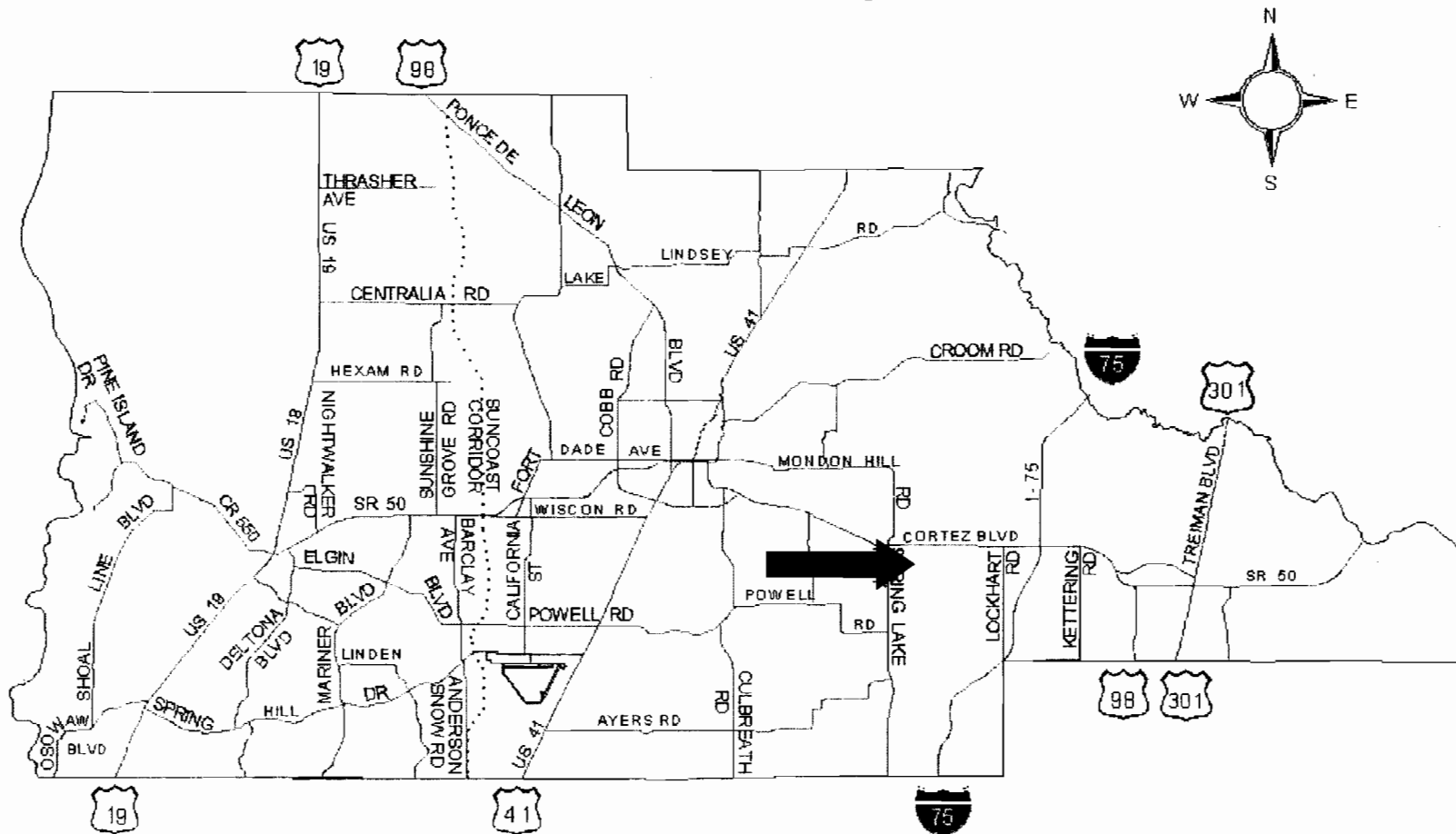
- SUBJECT PARCEL
- Dashed - Easement
- Dashed - Historic
- Dashed - Subdivision
- PARCELS WITHIN 25
- 250FT BUFFER

Alvin R. Mazourek, CFA
 This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
 Map reflects parcels, and boundaries as they existed on 01-19-07

SPRING LAKE, HILL 'N I .E. ROLLING ACRES



Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

RESOLUTION NUMBER 2007-

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Susan Townsend

FILE NUMBER: V-07-05

LEGAL

DESCRIPTION: Lot 27 and W ½ of Lot 26, Block B of Rolling Acres Subdivision Unit 5, according to the plat thereof as recorded in Plat Book 7, page 36, public records of Hernando County, FL
Parcel ID# R03 123 20 1190 000B 0270 (Key # 555777).

GENERAL

LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane

REQUEST: Granting a dimensional variance to allow a reduction in the side setback from 10 feet to 8.8 feet for an addition in conjunction with the subject parcel located in the R-1B zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS

OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting denial of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. The requested dimensional variance does not satisfy ALL of the following prerequisites set forth in Appendix A, Art. V, § 3, Hernando County Code of Ordinances:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which

are not applicable to other lands, structures, or buildings in the same zoning district;

- (b) That the special conditions and circumstances do not result from the actions of the applicant [*to wit, the hardship is self-imposed and does not emanate from the land*];
- (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district;
- (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;
- (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
- (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

2. The requested dimensional variance is not consistent with the County's adopted Comprehensive Plan and land development regulations.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Appendix A, Art. V, § 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested dimensional variance is not consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby DENIES the requested variance.

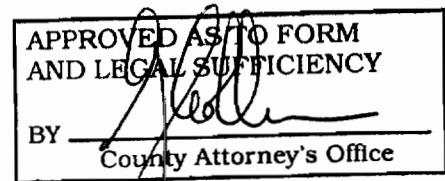
ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
**KAREN NICOLAI
CLERK**

By: _____
**JEFF STABINS
CHAIRMAN**

(SEAL)



STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Susan Townsend
FILE NUMBER: V-07-05
PURPOSE: Variance to Reduce Side Setback Requirement
GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane
CURRENT ZONING: R-1B

ORDINANCE STANDARDS

<u>Required</u>	<u>Requested</u>	<u>Variance Requested</u>
10'	8.80'	1.2'

Letters received: 1 petition with 6 signatures in favor

STAFF FINDINGS:

SURROUNDING ZONING

North: R-1B
South: R-1B
East: R-1B
West: R-1B

SURROUNDING LAND USE

North: Residential
South: Residential
East: Residential
West: Vacant

1. The petitioner is requesting a variance to reduce the side setback from 10' to 8.80' to place an addition onto an existing single family home which would also connect a detached garage to the single family home.
2. The subject parcel measures approximately 120' by 130' and is located in the Rolling Acres Subdivision. The parcel presently has a single family home and a detached garage located on it. The petitioner is proposing to place a triangular shaped addition between the house and the detached garage.
3. The present ordinance standards require the primary structure to be 10' from the side property line and the detached garage to be 5' from the side property line. Attaching the two structures will create one primary structure and will be required to meet the 10' side setback requirement.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and deny same because the hardship is self imposed and is not emanating from the land.

"MINUTES OF"

APR 24 2007

AGENDA ITEM

I⁴.

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☒ Yes ☐ No

If yes, please indicate type of application (1) Deck, garage - electric Add garage to home
2/Room 1st angle
DATE 1-22-07

1. Name of applicant (print) Susan Townsend
Mailing Address 6158 SUNTAR DR
City BROOKSVILLE State FL Zip 34602 Phone 754 2872
2. Legal description of property covered by this application Lot 270226 BLK R
Rolling Acres Unit 5
Section 3 Township 23 Range 20
3. Size of property covered by this application 120 long / 150 wide
4. Highway and street boundaries _____
5. Zoning district classification _____
6. Variance being requested Addition 2 rooms / add garage to
standing home. Add garage to standing home 2 rooms

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE Susan Townsend

**SUSAN TOWNSEND
6158 SUMPTER DR.
BR01OOKSVILLE, FL, 34601**

**GARY FISHER
HERNANND0 COUNTY
DEVELOPMENT DEPARTMENT
BROOKSVILLE, FL, 34602**

Dear Mr. Gary Fisher;

I Susan Townsend ask the county for a variance at 6158 Sumter Drive in Brooksville FL, due to the fact that I built the garage to close to the ten foot marker.

I would like to add the garage to the home. The way the home is built there is a gap. The rooms would be at a angle from the home to the garage. It is off about 1 foot 3 inches The plans are in the building department, 555777, Brooksville office.

I did go to the neighbors to let them know about what I wish to do to my home. I asked them for their permission. They would like to see the home done. I would appreciate if you would grant this request. See attached signed letter with the neighbors signatures saying they agree. Thank you for time.

Sincerely,

Susan Townsend

1-22-2007

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 3-14-7

VARIANCE FILE NO. V-07-05
V0705

1. Name of appellant/applicant (print) Susan Townsend
Mailing Address 6158 Sumter DR
City Brooksville State FL Zip 34602 Phone 754 2872
2. Legal description of property covered by this application Lot 27 & W 1/2 Lot 26
Block B of Bolling Acres Subdivision, Unit 5
Parcel R03-123-20-1190-000B-0270 / 6158 Sumter DR Brooksville
3. Highway and street boundaries _____
4. Reason for Appeal I was denied Variance on home at Sumter DR,
to add 2 rooms. I was only asking about 1 foot of my
own 10 foot mark, I now ask permission from the
County of Hernando to grant this request.

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE

Susan P. Townsend

S V. MOYLAN, P.S.M.
LAND SURVEYS
2 Birchwood Road
Spring Hill, FL 34608

CERTIFIED TO THE FOLLOWING ONLY:
SUSAN K. TOWNSEND
CTX MORTGAGE COMPANY
HUTCHINSON TITLE SERVICES, INC.
UNITED GENERAL TITLE INSURANCE COMPANY

5450 FAX (352) 684-9955

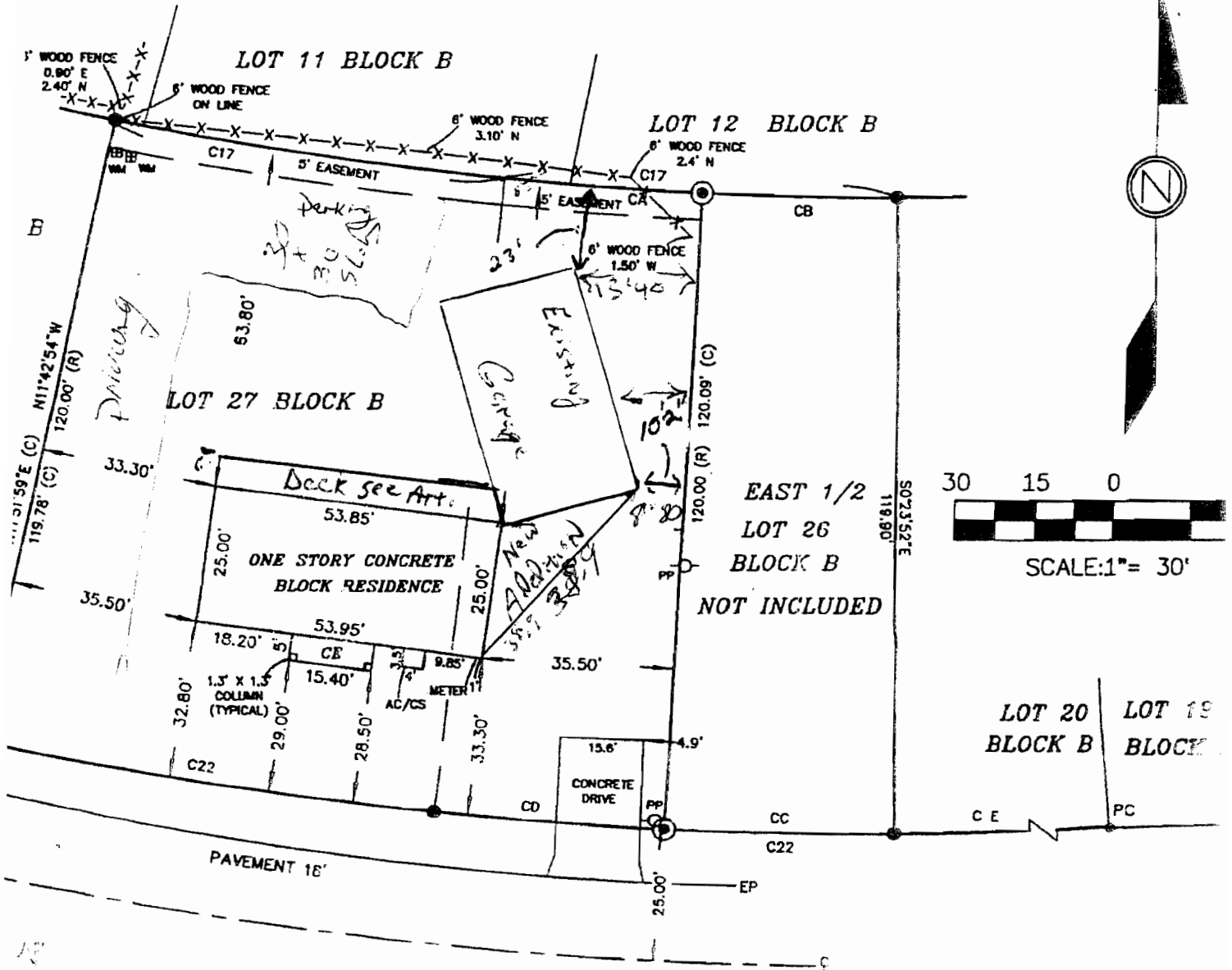
N	W.O.	03-132
	DATE:	06/30/03
N	F.B.	10 PG. 20-21

DESCRIPTION:

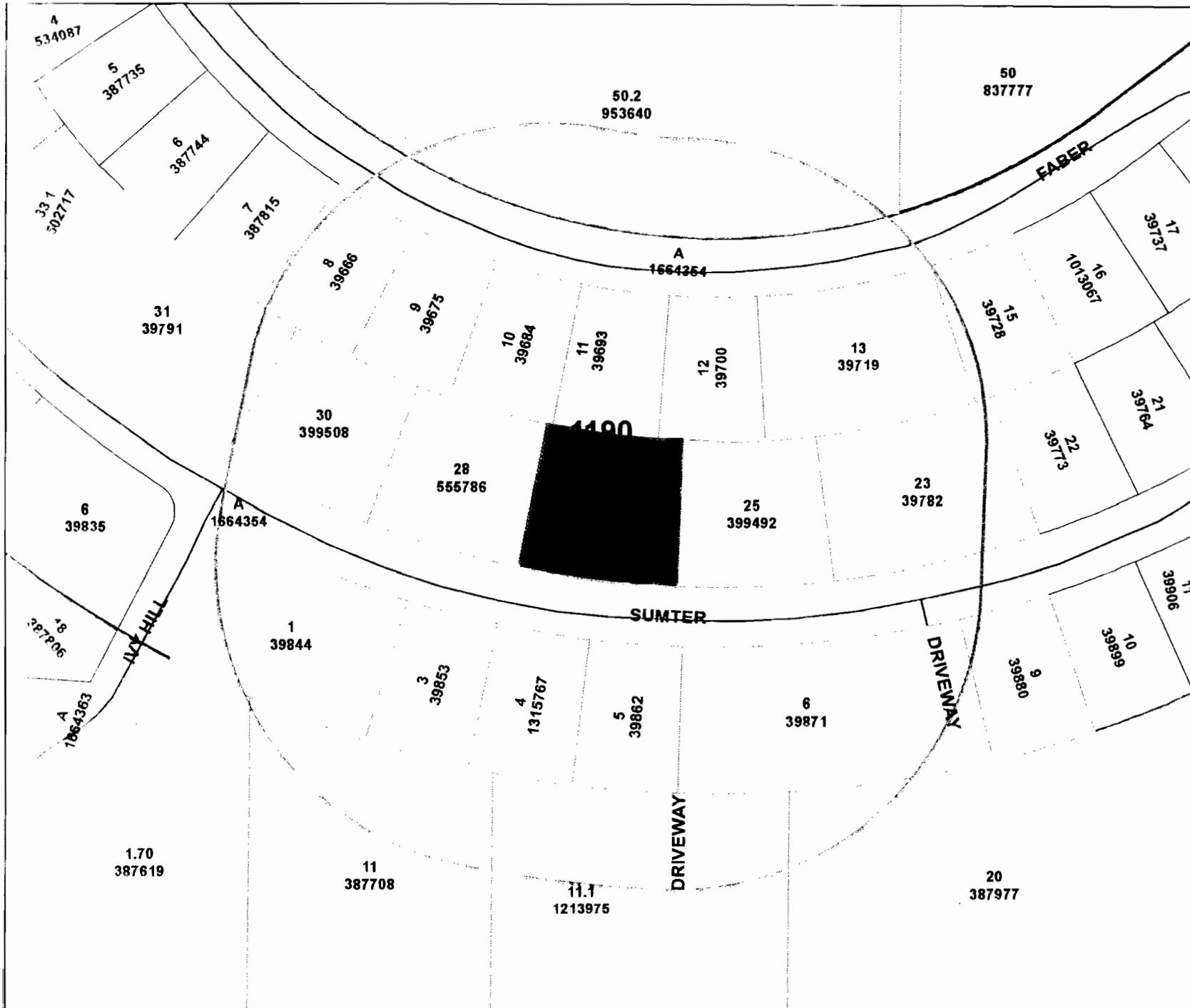
LOT 27 AND THE WEST 1/2 OF LOT 26, BLOCK "B" OF ROLLING A
SUBDIVISION, UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECO
IN PLAT BOOK 7, PAGES 36A - 36B, INCLUSIVE OF THE PUBLIC
RECORDS OF HERNANDO COUNTY, FLORIDA.
SECTION: 3 TOWNSHIP: 23 S, RANGE: 20 E # 615

MAP OF SURVEY - BOUNDARY SURVEY AND FINAL SURVEY

BLOCK B



TOWNSEND APO



N Not To Scale

Legend

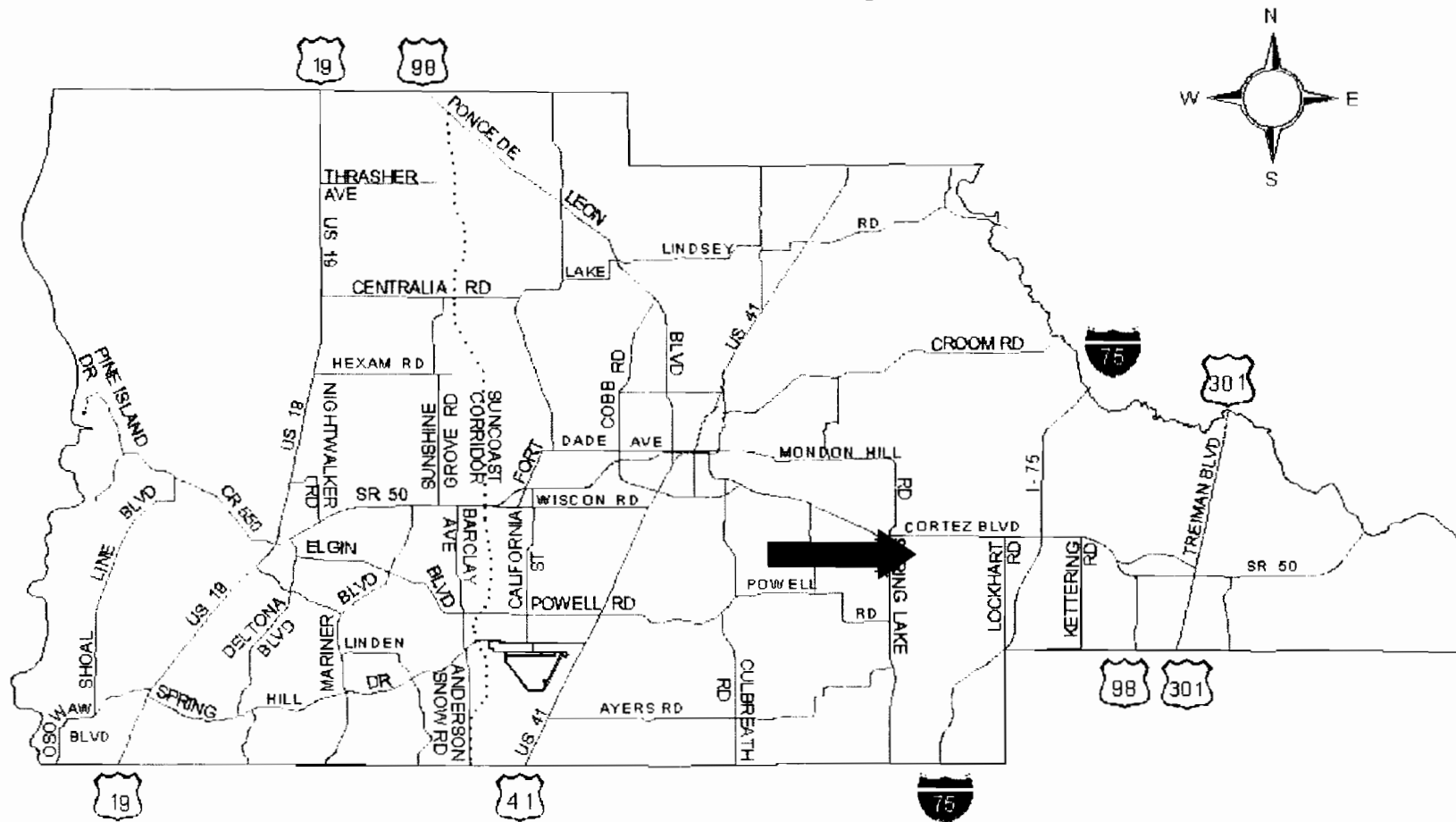
- SUBJECT PARCEL
- Dashed - Easement
- Dashed - Historic
- Dashed - Subdivision
- PARCELS WITHIN 25
- 250FT BUFFER

Alvin R. Mazourek, CFA
 This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
 Map reflects parcels, and boundaries as they existed on 01-19-07



MAPSource, St. Petersburg, FL

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

2700
B

Doc# 2007028761
Hernando County, Florida
04/26/2007 2:41PM
KAREN NICOLAI, Clerk

R Rm 131

RESOLUTION NUMBER 2007- 135

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Susan Townsend

FILE NUMBER: V-07-05

LEGAL

DESCRIPTION: Lot 27 and W ½ of Lot 26, Block B of Rolling Acres Subdivision Unit 5, according to the plat thereof as recorded in Plat Book 7, page 36, public records of Hernando County, FL
Parcel ID# R03 123 20 1190 000B 0270 (Key # 555777).

GENERAL

OFFICIAL RECORDS
BK: 2433 PG: 1023

LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane

REQUEST: Granting a dimensional variance to allow a reduction in the side setback from 10 feet to 8.8 feet for an addition in conjunction with the subject parcel located in the R-1B zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS

OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Granting the requested dimensional variance is in substantial conformity with the following:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which

are not applicable to other lands, structures, or buildings in the same zoning district;

- (b) That the special conditions and circumstances do not result from the actions of the applicant;
 - (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district;
 - (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;
 - (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
 - (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare (*to wit, the requested side setback to allow an addition to an existing residential home is a minor reduction and consistent with development standards of the surrounding area*).
2. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Appendix A, Art. V, § 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

- 1. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.
- 2. The dimensional variance, as granted herein, shall run with the land.

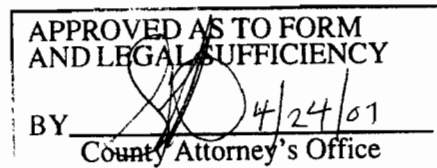
ACTION: After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested dimensional variance to allow a reduction in the side setback from 10 feet to 8.8 feet for an addition in conjunction with the subject parcel located in the R-1B zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: Karen Nicolai
KAREN NICOLAI

By: Jeff Stabins
**JEFF STABINS
CHAIRMAN**



April 22, 2007

To Board of County Commissioners

Re: File Number V-07-05

Petitioner: Susan Townsend

We are writing this letter to let you know that we appreciate all John and Susan do for us as neighbors next door.

We have no problem with them building on to their home. We have no complaints about it. Just let them get it done.

Thank you

Boyd Plyler
Gail Plyler

Boyd Plyler

Gail Plyler

4152 Summer Ln.

796-0345

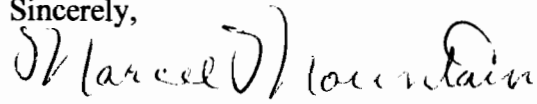
April 23, 2007

Board of County Commissioners
20 North Main Street, Room 460
Brooksville, FL 34601

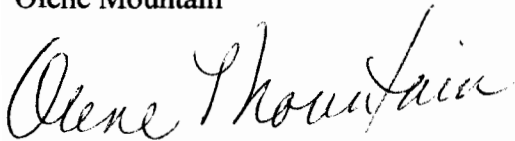
Dear Commissioners,

I am writing on behalf of my neighbor, Susan Townsend, who lives at 6158 Sumter Drive, and is requesting a variance "V-07-05". My wife and I find no reason for not giving her the variance that she requires.

Sincerely,


Marcel Mountain
6131 Suumter Drive
Brooksville, FL 34602

Olene Mountain



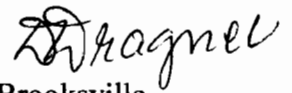
To Board of County Commissioners

April 24, 2007 10.00 a.m.

RE: V-O7-05

I would not be able to make the board meeting but I do support for the variance to add an addition to complete the home at Sumter Dr. It will not cause any hardship to my land or family.

Dana Dragnev
6151 Sumter Dr, Brooksville
Phone 352-397-3424

A handwritten signature in black ink, appearing to read 'D. Dragnev', is written over the printed name and address.

TO Board of County Commissioners

My name is Paul Lasher, I live at 6197 Faber Dr. I have no problems or complaints with the variance-V-07-05 at 6158 Sumter Dr. I would be at the hearing on 4-24-07 but have to work. It would be nice for the Townsend family to complete their house for their family as well as the neighborhood.

4-22-7

Paul Lasher
813 241-7066
6197 Faber Dr.

To Board of County Commissioners

April 24, 2007 - 10.00 AM

RE U-07-05

Ref. Susan Townsend

6158 Sumter Dr.

My name is William J. Halliday, I own property and live at 6137 Sumter Dr., 2 houses down from this property. I do not see any problem with allowing the variance on this property so the people can complete their house. It will not damage property values or have any adverse effect on the value of adjoining properties. Due to my work, I cannot attend this hearing. If I could, I would support Mr. & Mrs. Townsend.

William J. Halliday

754-8817

6137 Sumter Dr.

V-07-05

To who it may concern,

This letter is in
reference to Susan Townsend
regarding the expansion of
her living space. My husband
and I Mark and Dana Springer
are neighbors we live at
6178 Ivy Hill Ln. We have no
objection of the proposed home
addition, at 6158 Sumter Dr

Thank You
Dana Springer
4-22-07
#799 8010

Board of Commissioners

I support this Varance 1-07-15
of Sumter DR 6155 I am William Kalen
and live at 6141 W. S. ~~Town~~
Sumter DR (+) 6141 Sumter DR
Brooksville
Thanks
William Kalen

I would like to see the home done.
I can not show up for this Varance
but I do support the Townsend home
to be completed.

W. S. Kalen
6141 Sumter DR
Brooksville FL 34602

William Kalen

To Board of County Commissioners

I am not able to make the
board meeting on Apr 24th for
supporting the variance the
P.E. V-07405 at 6158 Sumter Dr
I do support the home to be
completed.

#4-22-7

Thank You
Mrs Gertrude Hart
6184 Ivy Hill Lane
Brooksville, FL

V-07-05

- TO Whom it May Concern: 4/21/07

Rep #: RE-B-07-05 (4-27-7)
10:00 AM
Regarding property on
6158 Sumter Drive

- I, Tawnya Bagnasco -
living at 6176 Sumter Drive
support Susan Samsend
building an addition to
her home located at
6158 Sumter Drive. In
no way will it cause
a distraction to our
neighborhood.

Thank you,

Tawnya Bagnasco
Robert Bagnasco

- TAWNYA Bagnasco # (352) 232 3774
ROBERT Bagnasco

To The Board of County Commissioners

RE V-05-

RE V 07-05 April 24 2007 10:AM

All Cindy Adams have no problem
with the home at 6158 Sumter Dr
to Add a additions to the home
The home would look great I would be
there to Support the Townsend family
if not for work,

Cindy Adams

6161 Sumter Dr

Brooksville FL

754 9124

4-21-07

V-07-05

4-24-7

To: Board of County Commissioners.

I Bob Lee at 6183 Faber Drive Brooksville
FL, is the neighbor behind Susan, 6158 Smother Dr
I would like to see the addition
and home completed RE V-07-05
April 24 2007, I sure would like to
see the home done. I can not make
the board meeting but do support
the home to be completed.

Bob Lee
6183 Faber Drive
Brooksville
#799-6920 - MR Lee

Memo

From: Lee and Janelle Friesen

Date: April 23, 2007

Re: V-07-05 Building exemption

Board of County Commissioners:

This letter is written in support the needed exemption for the Townsend family so that they can build on their site. We have no problems with this exemption. We would support that it be granted so that they can build as soon as possible.

Lee and Janelle Friesen

6145 Sumter Drive

Brooksville FL 34602

I Susan Tongene ask;

Hernando County, Varancee dead from self,

I live at 6158 Sumter Dr Brookville FL 34602 of my home at this address

I wish to ask and tell my neighbors I would like to add my garage to my home as an addition I can over by 1 foot but under 2 feet from the ten foot mark on my own property

I would like for the people whom live within 300 250 feet of my home to agree that this would not harm them or their home in any way

Please sign Date and Address phone #

This paper served as Varancee. Thank you

First Names

Cindy 1)

C. Adams

352 754 9124

Submitted 6/21/24 Sunday 6/23/24

6161 SUMTER DR

6151 Sumter Dr Brookville, FL 34602

352 397 3424 Inna Dragvaih

352 Sumter Dr Brookville, FL 34602

352-716-0345

6183 Faber Drive Brookville FL 34602

779-6910

ME. Lee

6179 Faber Dr. 352-754-3059

6191 Faber Dr. 352-796-2459

2 Birchwood Road
Spring Hill, FL 34608

CERTIFIED TO THE FOLLOWING ONLY:

SUSAN K. TOWNSEND

CTX MORTGAGE COMPANY

HUTCHINSON TITLE SERVICES, INC.

UNITED GENERAL TITLE INSURANCE COMPANY

5450 FAX (352) 684-9955

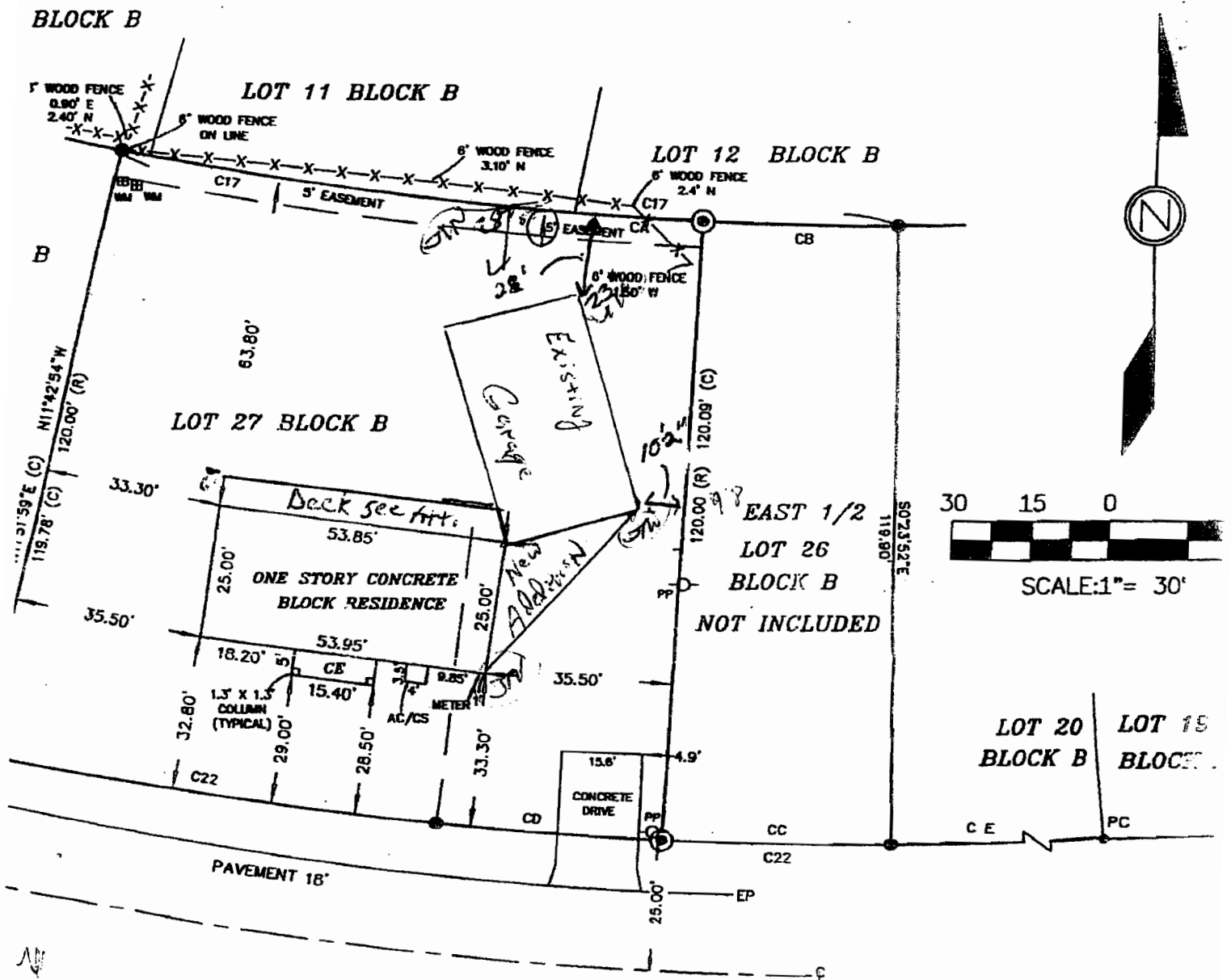
N _____ W.O. 03-132
 _____ DATE: 06/30/03
 N _____ F.B. 10 PG. 20-21

DESCRIPTION:

LOT 27 AND THE WEST 1/2 OF LOT 26, BLOCK "B" OF ROLLING A
SUBDIVISION, UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECD
IN PLAT BOOK 7, PAGES 36A - 36B, INCLUSIVE OF THE PUBLIC
RECORDS OF HERNANDO COUNTY, FLORIDA.

SECTION: 3 TOWNSHIP: 23 S, RANGE: 20 E # 615

MAP OF SURVEY - BOUNDARY SURVEY AND FINAL SURVEY



6/58
Sinter DR

cc: Bocc
G. Kuhl
L. Jennings
G. Tolbert

RECEIVED
BOARD OF COUNTY COM.
HENRY CO. COUNTY
2007 APR 23 PM 12:26

April 22, 2007

To Board of County Commissioners
Re: File Number V-07-05
Petitioner: Susan Townsend

We are writing this letter to let you know that we appreciate all John and Susan do for us as neighbors next door.

We have no problem with them building on to their home. We have no complaints about it. Just let them get it done.

Thank you,

Boyd Plyler
Gail Plyler

Boyd Plyler

Gail Plyler

4152 Summer Ln.

796-0345

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Deborah Knight
FILE NUMBER: A-07-01
PURPOSE: Appeal of Administrative Decision to Allow a Pot-bellied Pig in a Residential Zoning District
LOCATION: North side of Patio Court, beginning of cul de sac
CURRENT ZONING: PDP-SF

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING

North: PDP-SF
South: PDP-SF
East: PDP-SF
West: PDP-SF

SURROUNDING LAND USE

North: Lake
South: Residential
East: Residential
West: Residential

1. The appellant is appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently has a pot-bellied pig named Cupid on the property.
2. The subject parcel is located in Spring Hill Unit 25, is irregular shaped and is on a cul-de-sac. The parcel measures approximately 140 feet deep, 176 feet across the rear and 100 feet across the front.
3. The petitioner has stated that Cupid is over twelve years old and has lived in Hernando County for over five years. The petitioner stated that Cupid weighs about 100 pounds and has a life span of 10 - 12 years.
4. The petitioner is asking that the Board of County Commissioners overturn the determination of the administrative official and allow the pig to remain on the property until its death.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above petition and uphold the determination of the administrative official that farm animals are not a permitted use in the PDP-SF residential zoning district.

AGENDA ITEM **I 5**

Deborah Knight
9225 Patio Ct.
Spring Hill Fl. 34608

January 23rd, 2007

RE: Letter of appeal

Notice of intent to file for appeal for raising of a farm animal in a residential area. I hereby file for appeal on raising a farm animal, hereafter referred to as "Cupid" at my premise located at 9225 Patio Ct. Cupid is a Vietnamese Pot belly pig, a fairly new species introduced in the late 1980's. This is a miniature animal, smaller in size than most of my neighbors dogs which consist of Bull Mastifs, German Shepards, Pit Bull Terriers and Greyhounds. Cupid, and all of his registered kin, of which he is fully registered and documented the same as a AKC pure breed dog, have been deemed a domesticated pet by the USDA and are not considered livestock. All neighboring counties to Hernando allow them as pets and consider them as such. We are not looking to change Hernando Counties status of such animals but rather are asking for a variance to allow our childrens 13 year old pet to live out his few remaining months at home. Pot belly pigs have a life span of 12-14 years and this is a geriatric animal.

Thank You for your time,
Deborah Knight & Family

Deborah Knight

Board of County Commissioners

Hernando County Development Services

789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:
www.co.hernando.fl.us

☐ Permitting / Zoning	352-754-4050	Fax:	352-754-4416
☐ Commercial Dev.	352-754-4096	Fax:	352-754-4151
☐ Contractor Licensing	352-754-4109	Fax:	352-754-4159

July 21, 2006

Shawn Knight
9225 Patio Court
Spring Hill FL 34608

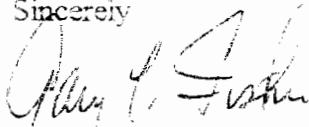
RE: Farm Animals in Residential District

Dear Mr. Knight:

Thank you for your letter dated May 21, 2006, regarding the keeping of a pot-bellied pig on your property. Pigs are considered farm animals and would only be allowed under our Agricultural zoning classification. The raising of farm animals is not allowed in any of our residential zoning districts and is a violation of the Hernando County Code of Ordinances.

This determination can be appealed to the Board of County Commissioners for their review and determination. A copy of the appeal application is attached for your convenience.

Sincerely



Gary L. Fisher
Zoning Administrator

jag
att

5/21/2006

Attn : Mr Gary Fisher

Re: Code Violation-Farm Animal

RECEIVED

MAY 24 2006

HERNANDO COUNTY
DEVELOPMENT DEPT.

Hello and thank you for your time, our family was inspected by Animal Control on May the tenth for false claims filed by our neighbor whom has been and currently recieves medical help for pyschotic disorders. All claims were found to be untrue and we were all clear in Animal Controls eyes.

In this false visit to our property it has been brought to the Countys attention that we have a Vietnamese Pot Belly Pig on the said premises. Code Enforcment followed up 2 days later for having a farm animal in a residential area and we have been given our 30 days notice.

We are requesting to let the said animal live out its life where it currently is. Cupid, the above mentioned animal, is in excess of 12 years old of which 5 have been in Hernando County. Cupid is in a clean fenced dog run not visable from the road or to our neighbors, is fixed, see's a vet regulary and weighs about 100 pounds. He is smaller than an average size dog and has a life span of 10 to 12 years.

I have enclosed additional information that in short shows that Pot Belly Pigs are not deemed swine or farm animals by the Dept. Of Agriculture but rather as a domesticated pet. Additionaly, all neighboring counties

have codes to allow one Pot Belly Pig per household.

In closing, we ask that our family pet whom we raised since birth be allowed to die here, and we do not or will not be replacing said animal with another pig.

Thank you,
Shawn, Debbie, Tyler & Madison Knight



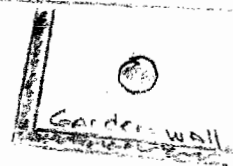
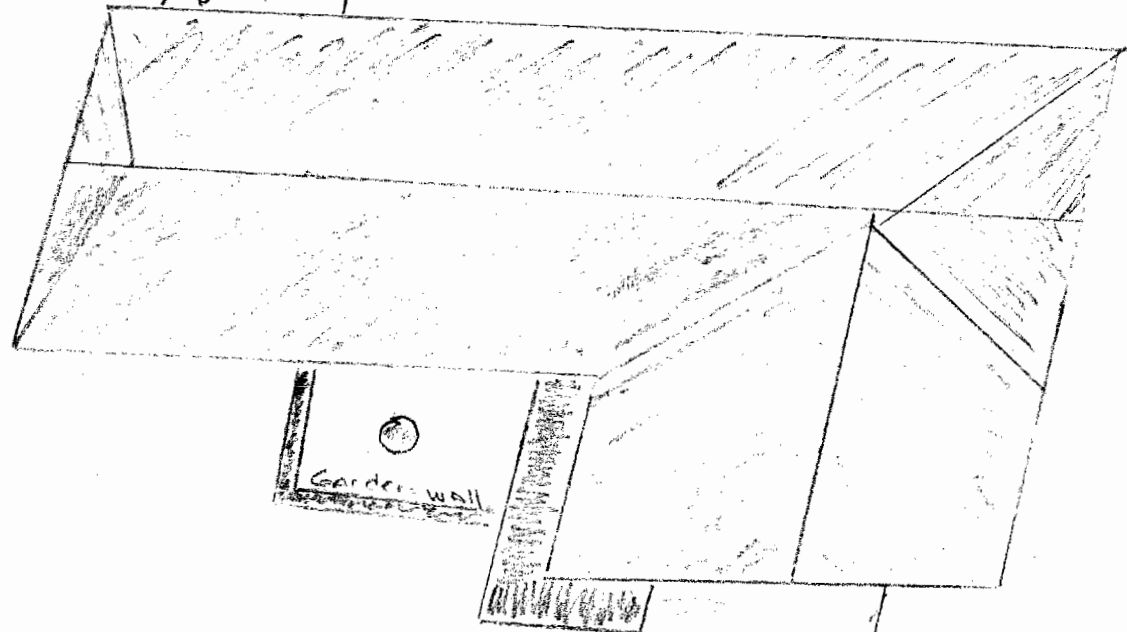
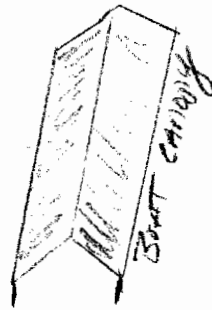
Home : 727-494-1524

Cell : 727-505-8469

← WATER →

near property line

CHAIN LINK
10x10
4' HIGH
200
6' HIGH
12' HIGH
16'



Garden wall

DRIVE WAY

PROPERTY LINE

9235 FATHA

PROPERTY LINE

Attached is a copy of Cupids registration papers, similar to what a pure breed dog would have from the AKC. This is done by the better breeders to insure that the animal is of miniature descent and does not have "farm pig" genes in its roots.

692786

Certificate of Registration

POTBELLIED PIG REGISTRY SERVICE, INC.P.O. Box 680
Pleasant Grove, CA 95668

NAME	ID NUMBER	SEX
CUPID'S BLEEDING HEART(KDC)	NSB B10	BARROW
COLOR	DESCRIPTION	DATE BORN
BLACK & WHITE		12/10/94
OWNER	CITY	STATE
KNIGHT, DEBORAH C.	HOLIDAY, 3315 JARVIS ST.	FL 34690
BREEDER	CITY	STATE
HORNSBY, CLAIRE	LAND O LAKES,	FL 34639

SIRE		ROMEO(WSD) - VAM P08
SON OF ROMEO(NSB)	DPH 001	COOKIE DAVENPORT(DPH)-WSF 015

DAM		RILEY(PRS) - UND G44
ROYANNE(NSB)	NSB 007	PATSY SWINE(DJH) - PRS B17

This certificate is written evidence of the breeding of the above named animal. This acceptance is based upon an application duly certified by the breeder or owner. This certificate is subject to correction and cancellation under the rules of the Potbellied Pig Registry Service. The Potbellied Pig Registry Service will not be liable under this certificate for any mistakes therein, based upon an error or misrepresentation in the application thereof, and in case of such error or misrepresentation the Potbellied Pig Registry Service reserves the right to cancel or correct this certificate of registration.

In witness whereof we have hereunto affixed the seal at Pleasant Grove, CA.

Date 03/29/95

Robert Clark
OFFICIAL SIGNATURE
Ruth B. Blaney

Print

Letter Date: Feb. 20 1997

USDA Letter stating that Potbellied pigs are pets

United States Animal and Plant Health
Department of Agriculture Inspection Service

Ms. Midge Greenberg
103658 Beau Jardin
St. Louis, Mo 63146

Dear Ms. Greenberg

This letter is in response to your telephone inquiry concerning the U.S. department of Agriculture's (USDA) classification of potbellied pigs.

USDA only considers potbellied pigs "livestock" if the animal is to be imported from a country that has a swine disease status that could be detrimental to the swine industry in the United States if the pig being imported was infected. Pot bellied pigs that are private pets are classified as pets not livestock.

If further clarification is needed,
Please call this office at (301) 734-4972

Sincerely
Steve Smith
Animal Health Technician
Animal Care

This page was printed from <http://www.petpigzone.com>

Print

Letter Date: Jan. 6, 1994**State of Illinois department of Agriculture letter**

State of, Illinois
Bureau of Animal Health
217/782.4944

Bureau of Animal Welfare
Inspection Section 217/782--944

January 6/ 1994

TO WHOM IT MAY CONCERN:

This letter is in regard to the classification of pot-bellied pigs. In as much as those animals are sold by pet shops, kept as ornamental pets, and are not utilized a source of food for human consumption, this department considers them as pet animals. They must meet the requirements to comply with the brucellosis and pseudorabies regulations relative to the sale and inportation of swine as stated for the state of Illinois which are administered by the Bureau of Animal Health of this Department

Very truly yours,

BUREAU OF ANIMAL WELFARE

David R. Bromwell, D.V.M. Chief Veterinarian

DRB/tjp

This page was printed from <http://www.petpigzone.com>

Print

Letter Date: July 28 1997**Oregon Department of agriculture letter for Pet pigs**

I received a note in the mail today from Bruce Pokarney,
Director of communications ODA:

603-010-053:

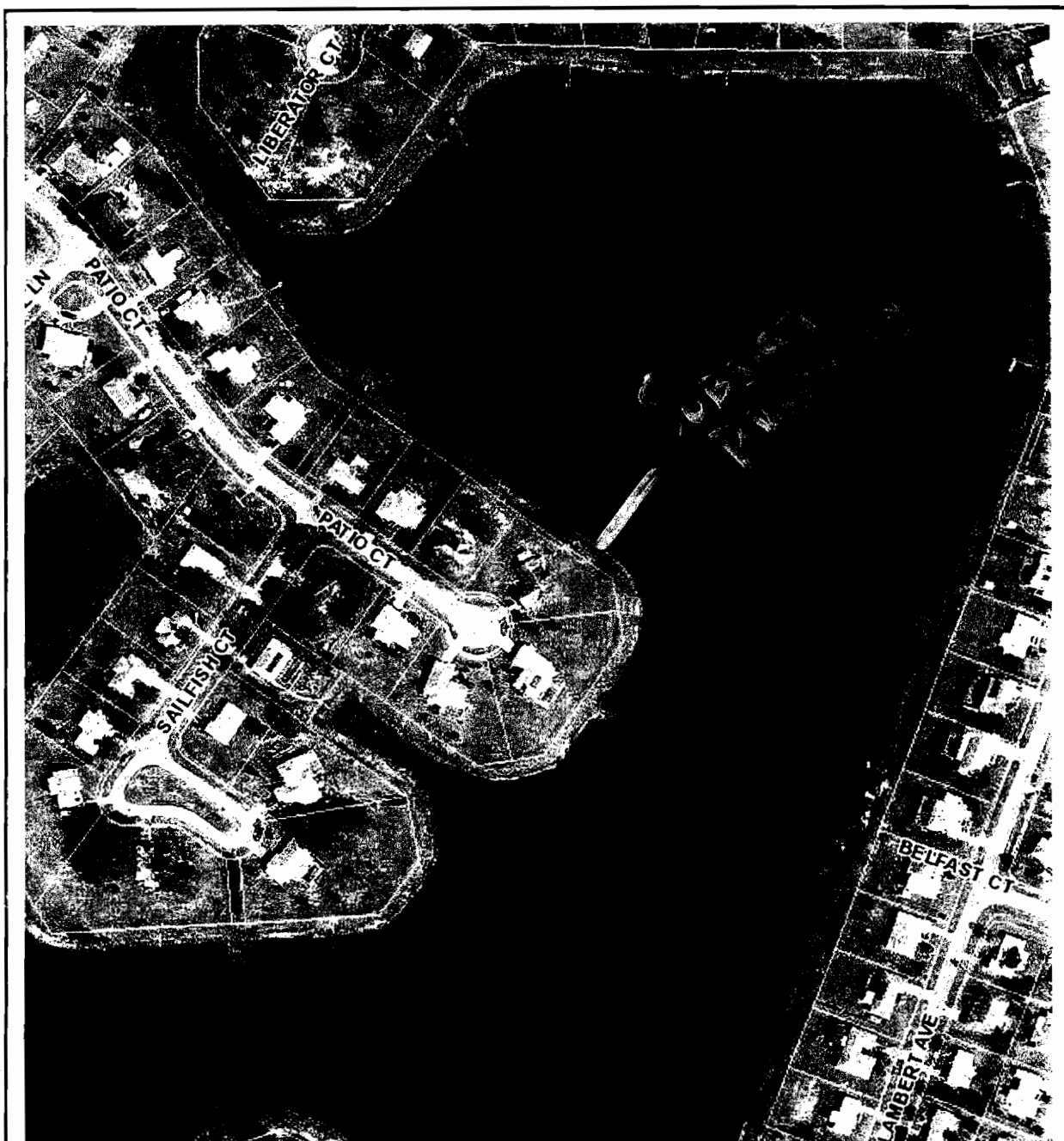
As used in ORS Chapter 607,

"swine" means a breed of domestic pig that is used for
food production, but does not include any breed used
primarily as a pet (e.g. pot-bellied pig).

Stat. Author.: ORS 561.190

Stats. Implemented ORS 607.005

This page was printed from <http://www.petpigzone.com>



Hernando County Property Appraiser

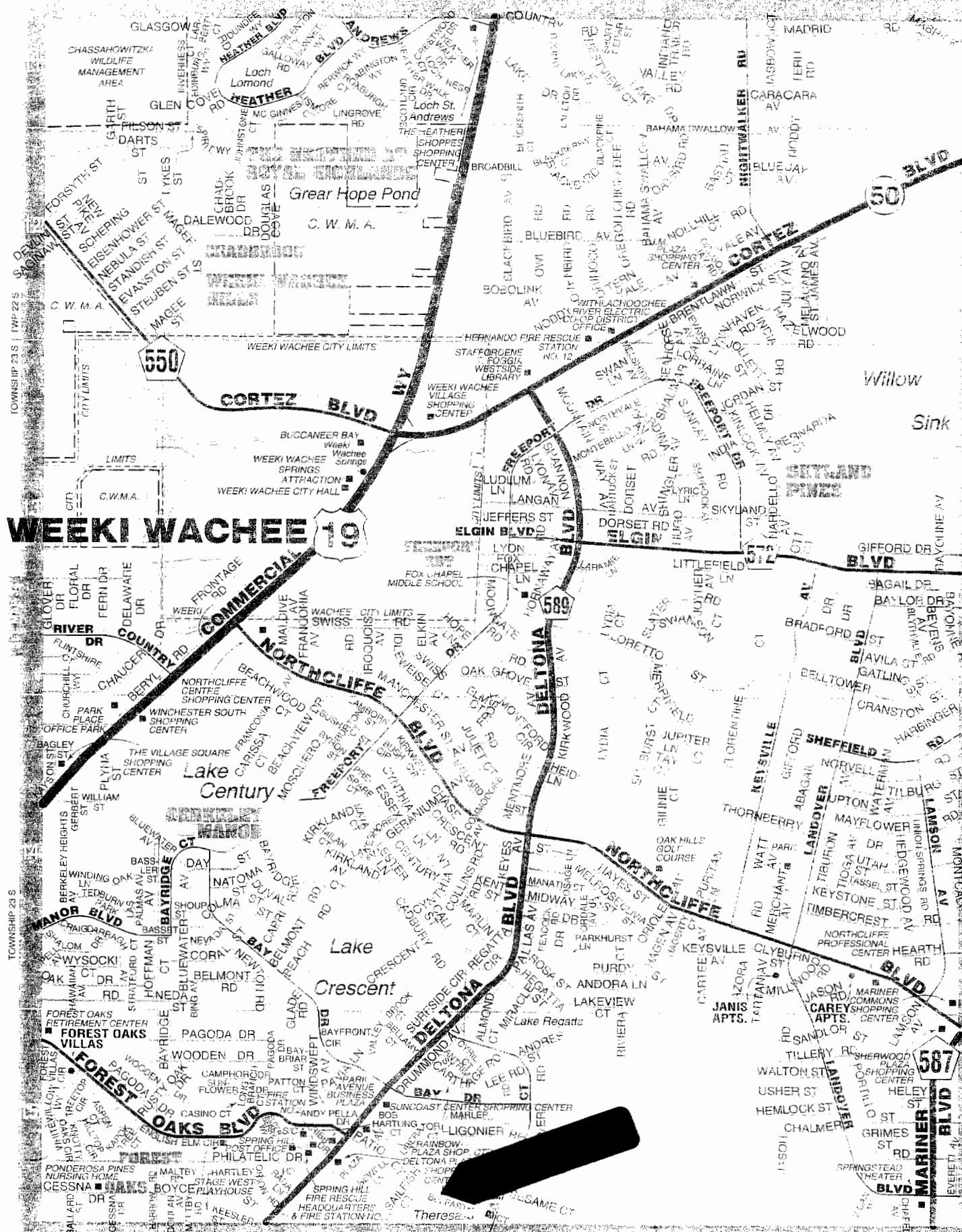
Alvin F. Mazourek, CT - Brooksville, Florida - 352-754-4151

PARCEL:

Name:	LandVal
Site:	BldgVal
Mail:	JustVal

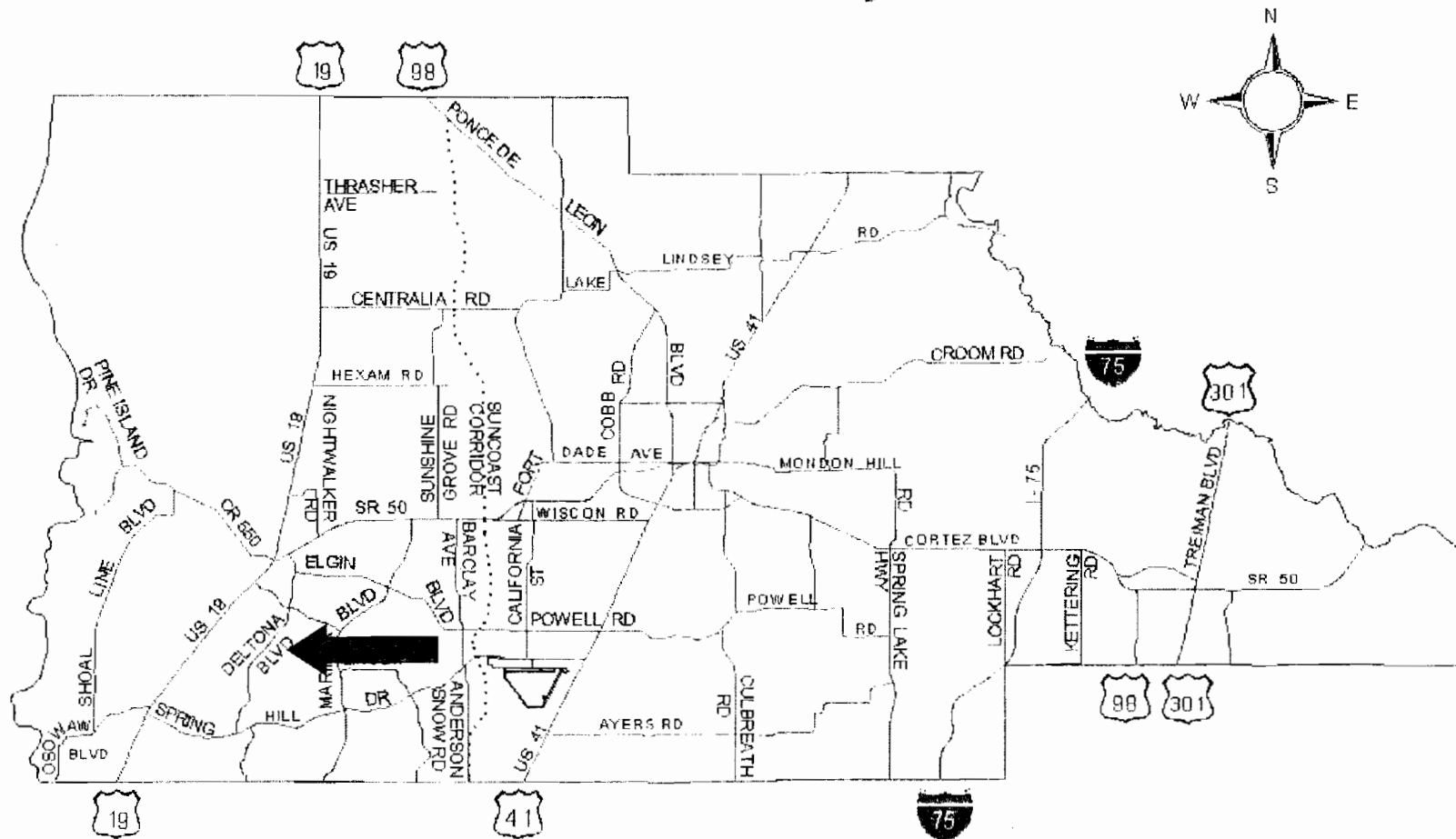
0 0.01 0.02 0.03 mi





WEEKI WACHEE 19

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

JOINT STIPULATION

Shawn and Deborah Knight, (hereinafter referred to as "Knight"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Knight resides on, or has an interest in, a lot located at 9225 Patio Court, Spring Hill, FL 34608, having Hernando County Property Key No. 440561 (hereinafter referred to as the "Property").
2. The Property is zoned PDP-SF under the County's Zoning Code.
3. Pot-bellied pigs are not permitted in a PDP-SF Residential District.
4. Knight currently keep 1 pot-bellied pig on the Property. The pig has the following name: Cupid (13 year old male), hereinafter individually referred to as the "Pig".
5. Knight is currently in violation of the County's PDP-SF Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.
6. Knight's appeal of an administrative decision (A-07-01) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.
7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Knight agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Knight shall not replace such pig.
2. In the event Knight moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Knight shall be strictly held to all requirements of the County's Zoning Codes at such new location.
3. For so long as Knight remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Knight and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property.

Nothing herein is intended to prevent the County from enforcing any other violation of law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Knight and is not intended to run with the Property, and the rights and privileges hereunder are not transferrable or assignable.

4. In the event Knight violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the PDP-SF zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.
5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.
6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.
7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Signed this _____ day of April, 2007

Signed this _____ day of April, 2007

Shawn Knight

Deborah Knight

Signed this _____ day of April, 2007

Signed this _____ day of April, 2007

Grant E. Tolbert
Director, Hernando County
Development Department

Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Deborah Knight

FILE NUMBER: A-07-01

PURPOSE: Appeal of Administrative Decision to Allow a Pot-bellied Pig in a Residential Zoning District

LOCATION: North side of Patio Court, beginning of cul de sac

CURRENT ZONING: PDP-SF

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING

North: PDP-SF
South: PDP-SF
East: PDP-SF
West: PDP-SF

SURROUNDING LAND USE

North: Lake
South: Residential
East: Residential
West: Residential

1. The appellant is appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently has a pot-bellied pig named Cupid on the property.
2. The subject parcel is located in Spring Hill Unit 25, is irregular shaped and is on a cul-de-sac. The parcel measures approximately 140 feet deep, 176 feet across the rear and 100 feet across the front.
3. The petitioner has stated that Cupid is over twelve years old and has lived in Hernando County for over five years. The petitioner stated that Cupid weighs about 100 pounds and has a life span of 10 - 12 years.
4. The petitioner is asking that the Board of County Commissioners overturn the determination of the administrative official and allow the pig to remain on the property until its death.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above petition and uphold the determination of the administrative official that farm animals are not a permitted use in the PDP-SF residential zoning district.

"MINUTES OF"
APR 24 2007

AGENDA ITEM

I 5

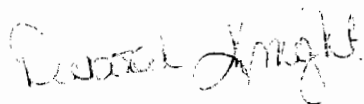
Deborah Knight
9225 Patio Ct.
Spring Hill Fl. 34608

January 23rd, 2007

RE: Letter of appeal

Notice of intent to file for appeal for raising of a farm animal in a residential area. I hereby file for appeal on raising a farm animal, hereafter referred to as "Cupid" at my premise located at 9225 Patio Ct. Cupid is a Vietnamese Pot belly pig, a fairly new species introduced in the late 1980's. This is a miniature animal, smaller in size than most of my neighbors dogs which consist of Bull Mastifs, German Shepards, Pit Bull Terriers and Greyhounds. Cupid, and all of his registered kin, of which he is fully registered and documented the same as a AKC pure breed dog, have been deemed a domesticated pet by the USDA and are not considered livestock. All neighboring counties to Hernando allow them as pets and consider them as such. We are not looking to change Hernando Counties status of such animals but rather are asking for a variance to allow our childrens 13 year old pet to live out his few remaining months at home. Pot belly pigs have a life span of 12-14 years and this is a geriatric animal.

Thank You for your time,
Deborah Knight & Family



Board of County Commissioners

Hernando County Development Services

789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:

www.co.hernando.fl.us

☐ Permitting / Zoning	352-754-4050	Fax:	352-754-4416
☐ Commercial Dev.	352-754-4096	Fax:	352-754-4151
☐ Contractor Licensing	352-754-4109	Fax:	352-754-4159

July 21, 2006

Shawn Knight
9225 Patio Court
Spring Hill FL 34608

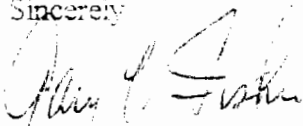
RE: Farm Animals in Residential District

Dear Mr. Knight:

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This determination can be appealed to the Board of County Commissioners for their review and determination. A copy of the appeal application is attached for your convenience.

Sincerely,



Gary L. Fisher
Zoning Administrator

jag
att

5/21/2006

Attn : Mr Gary Fisher

Re: Code Violation-Farm Animal

RECEIVED

MAY 24 2006

HERNANDO COUNTY
DEVELOPMENT DEPT.

Hello and thank you for your time, our family was inspected by Animal Control on May the tenth for false claims filed by our neighbor whom has been and currently recieves medical help for psychotic disorders. All claims were found to be untrue and we were all clear in Animal Controls eyes.

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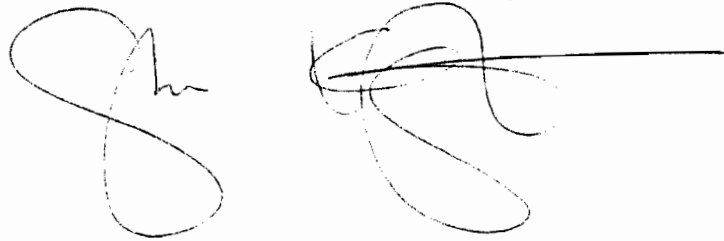
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Thank you,
Shawn, Debbie, Tyler & Madison Knight



Home : 727-494-1524

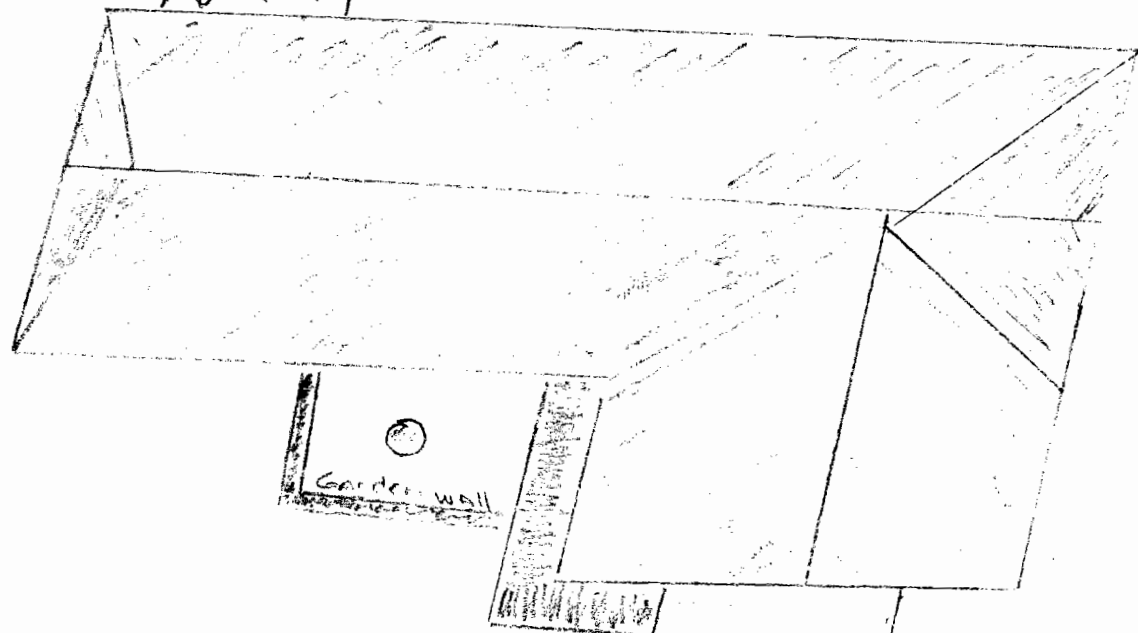
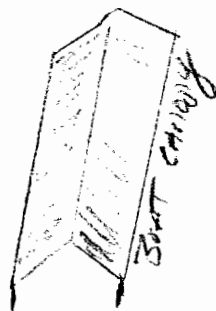
Cell : 727-565-2469

WATER

near property line

10x10
4' x 16'
500
run

6' x 10'
4' x 16'
run for
pig



Garden wall

DRIVE WAY

near property line

9235 74110

Attached is a copy of Cupids registration papers, similar to what a pure breed dog would have from the AKC. This is done by the better breeders to insure that the animal is of miniature descent and does not have "farm pig" genes in its roots.

692786

Certificate of Registration

POTBELLIED PIG REGISTRY SERVICE, INC.

P.O. Box 680
Pleasant Grove, CA 95668

NAME	ID NUMBER	SEX
CUPID'S BLEEDING HEART(KDC)	NSB B10	BARROW
COLOR	DESCRIPTION	DATE BORN
BLACK & WHITE		12/10/94
OWNER	CITY	STATE
KNIGHT, DEBORAH C.	HOLIDAY, 3315 JARVIS ST.	FL 34690
BREEDER	CITY	STATE
HORNSBY, CLAIRE	LAND O LAKES,	FL 34639

SIRE		ROMEO(WSD) - VAM P08
SON OF ROMEO(NSB)	DFH 001	COOKIE DAVENPORT(DPH)-WSF 015

DAM		RILEY(PRS) - UND G44
ROYANNE(NSB)	NSB 007	PATSY SWINE(DJM) - PRS B17

This certificate is written evidence of the breeding of the above named animal. This acceptance is based upon an application duly certified by the breeder or owner. This certificate is subject to correction and cancellation under the rules of the Potbellied Pig Registry Service. The Potbellied Pig Registry Service will not be liable under this certificate for any mistakes therein, based upon an error or misrepresentation in the application thereof, and in case of such error or misrepresentation the Potbellied Pig Registry Service reserves the right to cancel or correct this certificate of registration.

In witness whereof we have hereunto affixed the seal at Pleasant Grove, CA.

Date 03/29/95

Robert Clark
OFFICIAL SIGNATURE

Ruth B. Blaney

Print

Letter Date: Feb. 20 1997

USDA Letter stating that Potbellied pigs are pets

United States Animal and Plant Health
Department of Agriculture Inspection Service

Ms. Midge Greenberg
103658 Beau Jardin
St. Louis, Mo 63146

Dear Ms. Greenberg

This letter is in response to your telephone inquiry concerning the U.S. department of Agriculture's (USDA) classification of potbellied pigs.

USDA only considers potbellied pigs "livestock" if the animal is to be imported from a country that has a swine disease status that could be detrimental to the swine industry in the United States if the pig being imported was infected. Pot bellied pigs that are private pets are classified as pets not livestock.

If further clarification is needed,
Please call this office at (301) 734-4972

Sincerely
Steve Smith
Animal Health Technician
Animal Care

This page was printed from <http://www.petpigzone.com>

Print

Letter Date: Jan. 6, 1994**State of Illinois department of Agriculture letter**

State of, Illinois
Bureau of Animal Health
217/782.4944

Bureau of Animal Welfare
Inspection Section 217/782-+944

January 6/ 1994

TO WHOM IT MAY CONCERN:

This letter is in regard to the classification of pot-bellied pigs. In as much as those animals are sold by pet shops, kept as ornamental pets, and are not utilized a source of food for human consumption, this department considers them as pet animals. They must meet the requirements to comply with the brucellosis and pseudorabies regulations relative to the sale and inportation of swine as stated for the state of Illinois which are administered by the Bureau of Animal Health of this Department

Very truly yours,

BUREAU OF ANIMAL WELFARE

David R. Bromwell, D.V.M. Chief Veterinarian

DRB/tjp

This page was printed from <http://www.petpigzone.com>

Print

Letter Date: July 28 1997

Oregon Department of agriculture letter for Pet pigs

I received a note in the mail today from Bruce Pokarney,
Director of communications ODA:

603-010-053:

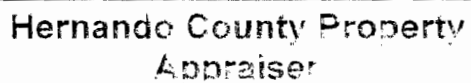
As used in ORS Chapter 607,

"swine" means a breed of domestic pig that is used for
food production, but does not include any breed used
primarily as a pet (e.g. pot-bellied pig).

Stat. Author.: ORS 561.190

Stats. Implemented ORS 607.005

This page was printed from <http://www.petpigzone.com>



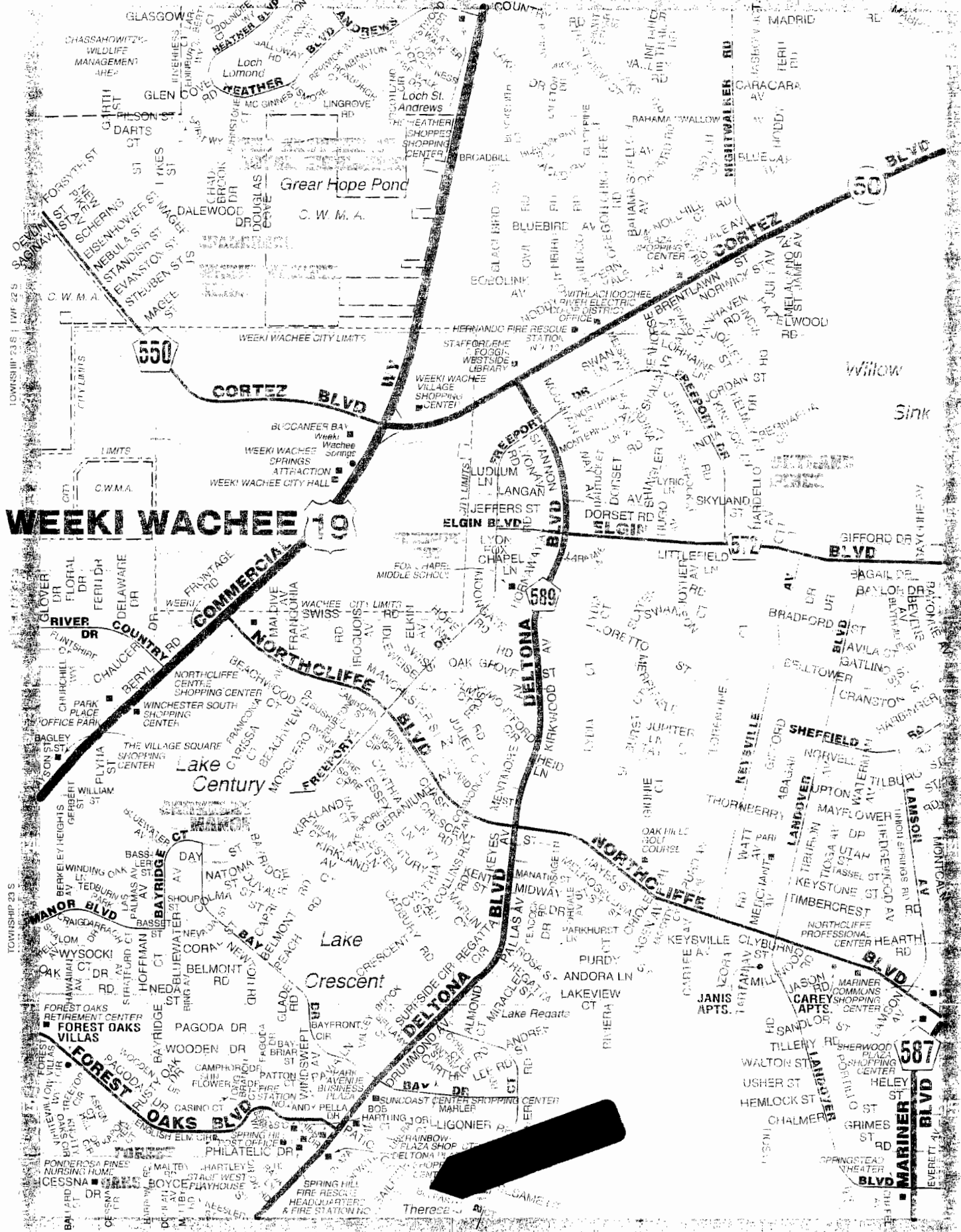
— *Journal of Management Education* 20(1), 1996, pp. 10-12.

Name:
Site:
Mail:

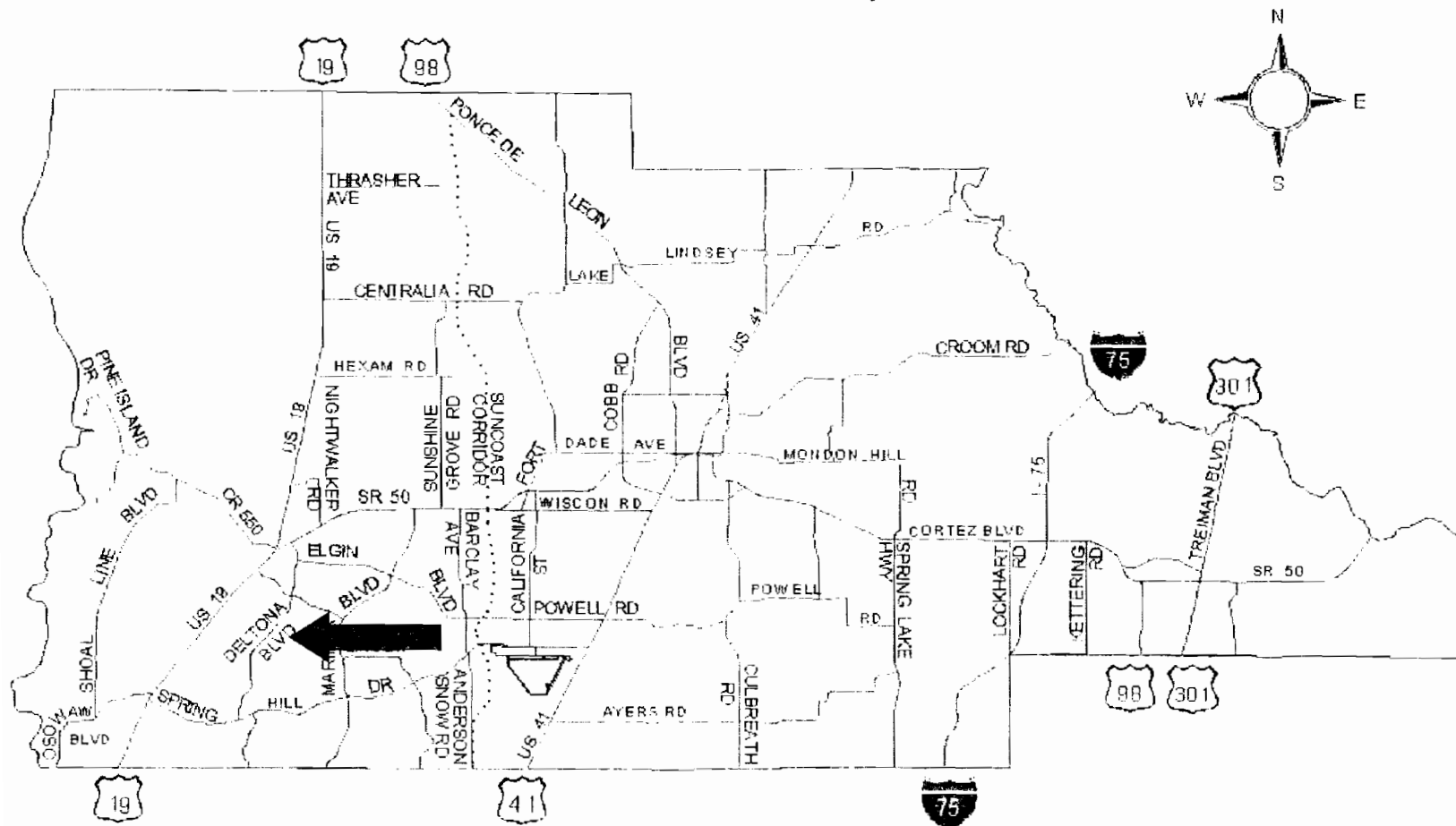
LandVal
BldgVal
JustVal

0 0.01 0.02 0.03 mi





Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

JOINT STIPULATION

Shawn and Deborah Knight, (hereinafter referred to as "Knight"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Knight resides on, or has an interest in, a lot located at 9225 Patio Court, Spring Hill, FL 34608, having Hernando County Property Key No. 440561 (hereinafter referred to as the "Property").
2. The Property is zoned PDP-SF under the County's Zoning Code.
3. Pot-bellied pigs are not permitted in a PDP-SF Residential District.
4. Knight currently keep 1 pot-bellied pig on the Property. The pig has the following name: Cupid (13 year old male), hereinafter individually referred to as the "Pig".
5. Knight is currently in violation of the County's PDP-SF Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.
6. Knight's appeal of an administrative decision (A-07-01) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.
7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Knight agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Knight shall not replace such pig.
2. In the event Knight moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Knight shall be strictly held to all requirements of the County's Zoning Codes at such new location.
3. For so long as Knight remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Knight and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property.

Nothing herein is intended to prevent the County from enforcing any other violation of law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Knight and is not intended to run with the Property, and the rights and privileges hereunder are not transferrable or assignable.

4. In the event Knight violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the PDP-SF zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.
5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.
6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.
7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Signed this _____ day of April, 2007

Signed this _____ day of April, 2007

Shawn Knight

Deborah Knight

Signed this _____ day of April, 2007

Signed this _____ day of April, 2007

Grant E. Tolbert
Director, Hernando County
Development Department

Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

POTBELLED PIG ZONING ORDINANCES IN THE UNITED STATES

Nevada

Las Vegas
North Las Vegas
Reno

New Jersey

Camden County
Gloucester County

New York

New York City

North Carolina

Weaverville

Ohio

Akron
Cincinnati

Oregon

Aumsville
Gresham
Portland
Springfield

Pennsylvania

Harrisburg
Swatara Township
Wrightsville

South Dakota

Rapid City

Tennessee

Chattanooga

Texas

Amarillo
Arlington
Austin
Belton
Benbrook
College Station
Colleyville
Dallas
El Paso

Fort Worth

Garland
Grand Prairie
Henderson

Irving

Kirby
Krum

North Richland Hills

Southlake

Tomball

Waxahachie

Utah

Moab
Provo
Salt Lake City

Virginia

Chesapeake
Fairfax
Hanover County
Henrico County
King George County
Roanoke County

Washington

Chewelah
King County
Palouse
Prosser
Seattle
Thurston
Vancouver
Walla Walla

Wisconsin

Village of Cambridge
Waukesha

A-07-01

POTBELLIED PIG ZONING ORDINANCES IN THE UNITED STATES

BELOW IS A STATE BY STATE LISTING OF CITIES THAT HAVE PASSED ZONING ORDINANCES SPECIFICALLY PERMITTING POTBELLIED PIGS. THIS LIST IS NOT COMPLETE AS CHANGES IN STATE LAWS ARE TAKING PLACE EVERY DAY.

Arizona

Apache Junction
Avondale
Bullhead City
Casa Grande
Goodyear
Payson
Phoenix
Scottsdale
Yuma

California

Amador
Arroyo Grande
Bakersfield
Berkeley
Beverly Hills
Burbank
Camarillo
Chino
Chino Hills
Chula Vista
Clovis
Corning
El Cajon
Hayward
Hesperia
Kern County
La Mesa
La Quinta
Laguna Hills
Lancaster
Lathrop
Lompoc
Loomis
Los Alamitos

Los Angeles

Malibu
Manteca
Modesto
Monterey Park
Moorpark
Moreno Valley
Murrieta
National City
Norco Municipal
Novato
Ojai
Pacifica
Palo Alto
Paso Robles
Patterson
Pittsburg
Placer County
Red Bluff
Redding
Redondo Beach
Rio Vista
Riverside
Rocklin
Rohnert Park
Sacramento City
San Diego
San Dimas
San Francisco
(City & County)
San Jacinto
San Joaquin County /
Stockton
San Leandro
San Rafael
Santa Barbara County
Santa Rosa

Santee

Sausalito
Shasta Lake
Simi Valley
South Pasadena
St. Helena
Tehama County
Temecula
Tracy
Vacaville
West Covina
West Hollywood
West Sacramento

Colorado

Arvada
Aurora
Commerce City
Denver
Englewood
Federal Heights
Lakewood
Longmont
Manitou
North Glenn
Thorton
Westminster

Florida

Dade City
Ft. Meyers
Largo
Lee County
Pascoe County
(New Port Richey)
Pinellas Park
Safety Harbor
St. Petersburg

Georgia

Auburn
Roswell

Illinois

Chicago
Hainesville
Maroa
Mundelein

Indiana

Austin
Plymouth

Kansas

Derby
Hutchinson
Kansas City
Nickerson
Wichita

Maryland

Odenton

Massachusetts

Lynn

Michigan

Lincoln Park
Wayland

Minnesota

Zimmerman

Missouri

Kansas City
St. Louis

Montana

Billings
Miles City

Nebraska

Hawthorne
Omaha

A-07-01

692786

Certificate of Registration

POTBELLIED PIG REGISTRY SERVICE, INC.P.O. Box 680
Pleasant Grove, CA 95668

NAME	ID NUMBER	SEX
CUPID'S BLEEDING HEART(KDC)	NSB B10	BARROW
COLOR	DESCRIPTION	DATE BORN
BLACK & WHITE		12/10/94
OWNER	CITY	STATE
KNIGHT, DEBORAH C.	HOLIDAY, 3315 JARVIS ST.	FL 34690
BREEDER	CITY	STATE
HORNSBY, CLAIRE	LAND O LAKES,	FL 34639

SIRE	
SON OF ROMEO(NSB)	DFH 001
	ROMEO(WSD) - VAM P08
	COOKIE DAVENPORT(DFH)-WSF 015

DAM	
ROXANNE(NSB)	NSB 007
	RILEY(PRS) - UND G44
	PATSY SWINE(DJM) - PRS B17

This certificate is written evidence of the breeding of the above named animal. This acceptance is based upon an application duly certified by the breeder or owner. This certificate is subject to correction and cancellation under the rules of the Potbellied Pig Registry Service. The Potbellied Pig Registry Service will not be liable under this certificate for any mistakes therein, based upon an error or misrepresentation in the application thereof, and in case of such error or misrepresentation the Potbellied Pig Registry Service reserves the right to cancel or correct this certificate of registration.

In witness whereof we have hereunto affixed the seal at Pleasant Grove, CA.

Date 03/29/95

Robert Clark
OFFICIAL SIGNATURE
Ruth B. Blaney

Activity Card

06-006022-1

INV/NEGLI

Priority Level: **NORM**

Total Animals: 3

Animal Type: DOG

Activity Address: 9225 PATIO CT

Activity Comment: NEGLECT - CROSS STREET SAILFISH CT

Caller Information:

UNKNOWN PERSON
UNKNOWN

Result Codes:

1 LEFT MESSAGE AT SUSPECTS ADDRESS
1 EDUCATED SUSPECT

Officer: P999305 BLAKE

Clerk: KJAMES

Call Date: 05/10/06 10:52 AM

New Date: 05/10/06 10:52 AM

Dispatch Date: 05/10/06 11:16 AM

Working Date: 05/10/06 02:59 PM

Complete Date: 05/10/06 03:05 PM

M06-006555

5/10/06 - 2 anon. callers both stated there are 3 dogs- 1) greyhound 1)brown 1)black dog and a cat and a potbelly pig are all caged together. Compl. state there is only a torn tarp covering the small pen. Compl. state the animals are in poor condition and have never been taken out. KJ

5-10-06- No one was home I left a NOV on the front door for the animal owners to contact me. I heard some dogs barking from the backyard. I went around the side of the house because there was no fence. I saw 3 dogs in a chain link pen w/ 2 large plastic dog houses w/ fresh flowing water. I did see another pen that also had a plastic dog house but was not able to see what was in the pen. All the animals appeared to be in good conition.TB

M06-006569

5-11-06- I spoke to Mr. Knight at (727)-505-8427. I explained to him about the compl. I gave him a 20 day verbal warning over the phone. 3 dogs and 1 cat w/ the pig. Cat is not vacc. and will get the cat vacc. Brown- colby, greyhound-tony, black spaniel mix bear, cat is "stranger", pig- cupid. I told Mr. Knight that I would turn over the pig case to code enfr.TB

5-27-06- Mr. Knight called me back and had gotten all of his animals vacc. at Pet Vet on Sat. 5-27-06.TB

A-07-01

A-07-01

April, 2007

RE: Pot Belly Pig Variance

I, the undersigned, am a resident of Patio Ct. residing within 250' of the Knight family. I am aware of the fact that they have and care for a Pot Belly pig purely for the same reasons any other pet owner may do.

I do not have any issues with the said animal living in my community, it creates no problems by any means including sounds, smells and is not visable from any roadway or sidewalk.

I am aware of the court date on 4/24/07 at 10am and will be signing this letter due to not being able to attend the hearing. Cupid is a family pet that the kids enjoy seeing and playing with. Thank you for your time,

Melodie Ulin 9235 Patio Ct. - Didn't know there was a pig.

Anna Guertin 9195 Patio Ct - Fine with me

Tom Marks 9205 PATIO CT - Didn't know they had one

Karl Knutson 9210 PATIO CT - OK. Fine with me

A-07-01

March 2, 2007

To Whom it may Concern:

I am aware that Debbie & Shawn Knight have a pot belly pig in their back yard. This is not a problem for me. There is NO noise or smell. Debbie & Shawn have always been the best of neighbors. I have more problems with other neighbors who let their dogs run loose.

Respectfully

Michael Rath
9220 Yates Court
Spring Hill, FL 34608

30 Dunmoreville Rd
Williamsport, Pa.
17701

Steven W. Koepke and Cynthia R. Koepke
9215 Patio Court
Spring Hill, FL 34608

Board of County Commissioners
Hernando Development Services
789 Providence Boulevard
Brooksville, FL 34601
16 April 2007

RECEIVED

APR 20 2007

HERNANDO COUNTY
DEVELOPMENT DEPT.

RE: File Number A-07-01

Dear County Commissioners:

We are writing against the granting of an appeal by Deborah Knight to keep a pot-bellied pig on her property. The residents of this neighborhood pay suburban, residential property taxes and live in homes with suburban residential prices. The sound of a pig and the smell of a pig pen are not appropriate to this. We are concerned that the presence of a pig in the neighborhood could have a negative effect on property values. We are also concerned that granting a variance for this one pig could set a precedence that would open the door for other livestock and exotic pets, further diminishing the suburban, residential lifestyle we moved here to enjoy. Please, do not grant this variance.

Sincerely,


Steven W. Koepke and Cynthia R. Koepke

Douglas S. Reuel
9151 Patio Court
Spring Hill, FL 34608

Board of County Commissioners
Hernando Development Services
789 Providence Boulevard
Brooksville, FL 34601
17 April 2007

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Sincerely,

Douglas S. Reuel,



RECEIVED

APR 23 2007

HERNANDO COUNTY
DEVELOPMENT DEPT

RECEIVED

FEB 26 2008

**HERNANDO COUNTY
DEVELOPMENT DEPT.**

JOINT STIPULATION

RECEIVED

MAY 10 2007

**HERNANDO COUNTY
DEVELOPMENT DEPT.**

Shawn and Deborah Knight, (hereinafter referred to as "Knight"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), stipulate and agree to the following:

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STIPULATED DISPOSITION

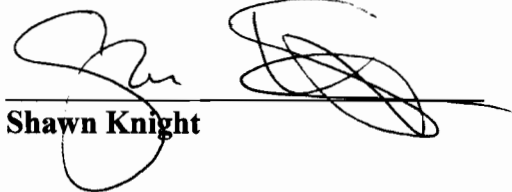
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Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

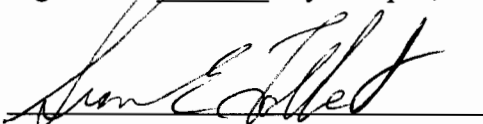
Signed this 24th day of April, 2007


Shawn Knight

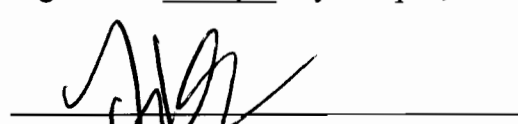
Signed this 24th day of April, 2007


Deborah Knight

Signed this _____ day of April, 2007


Grant E. Tolbert
Director, Hernando County
Development Department

Signed this 9th day of April, 2007

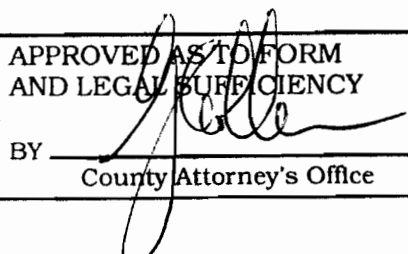

Frank McDowell, III
Director, Hernando County
Code Enforcement Department

RECEIVED

APR 30 2007

**HERNANDO COUNTY
DEVELOPMENT DEPT.**

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Sandra Price

FILE NUMBER: A-07-02

PURPOSE: Appeal of Administrative Decision to Allow a Pot-bellied Pig in a Residential Zoning District

LOCATION: South side of Cara Street, approximately 175' east of New Azora Road

CURRENT ZONING: R-1C

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING

North: R-1C
South: R-1C
East: R-1C
West: R-1C

SURROUNDING LAND USE

North: Residential
South: Residential
East: Residential
West: Residential

1. The appellant is appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently has a pot-bellied pig named Mr. Piggy on the property.
2. The subject parcel measures approximately 100 feet by 215 feet and is located in Phase I, Horizon North subdivision. The subject parcel is surrounded on three sides by residentially zoned properties that are developed with single family homes.
3. The petitioner has stated that Mr. Piggy is one year old and has a life span of 8-18 years.
4. On several occasions a determination was made by County staff and upheld by the Board of County Commissioners that pigs, including Pot Bellied Pigs, are farm animals and are permitted in the agricultural district and not permitted in residential districts.
5. The petitioner is asking the Board of County Commissioners to overturn the determination of the administrative official and allow the pig to remain in the residential district.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above petition and uphold the determination of the administrative official that farm animals are not a permitted use in the R-1C residential zoning district.

AGENDA ITEM **I**^{6.}

Sandra A Price
10042 Cara St
Spring Hill, FL 34608
352-666-6859

February 15, 2007

Board of County Commissioners,
Hernando County Florida

Regarding: Appeal of Finding
Mr. Gary Fisher
Zoning Administrator & Permit Manager
789 Providence Blvd
Brooksville, FL 34601
Letter dated July 21, 2006
RE: Farm Animals in Residential District
(attachments 1-3)

Dear Commissioners,

It appears the initial finding in the case of my pet is based on livestock/swine zoning classifications and presumably established before the mid 1980s when the pet pot bellied pig was first introduced to the United States. I say presumably established because I cannot ascertain when the Ordinance governing said violation was written. Moreover, I've researched the Code of Ordinances, County of Hernando, Florida for the description of the code that I'm supposedly in violation of [Hernando County Code of Ordinance Chapter/Appendix A, Article IV, Section 2] and cannot find anything relating to pet pot bellied pigs.

To liken a pet pot bellied pig to that of the distant relative swine/farm animal is not just. Examples are comparing the catfish in my aquarium to the one in the lake; a pet dog (of any size) to a wolf/fox or pet cat to that of a tiger...the examples are endless but legitimate.

I purchased my pet from a pet store in Hernando County and paid sales tax (attachment 4) on that purchase. It's to my understanding that sales tax is not applicable on livestock/farm animals.

My pet was 8-days old when I brought him home. I bottle fed him for the next three months. After he was established on semi-solid food I pursued wellness exam, immunizations, neutering and a microchip implant for him (attachments 5-8.) On March 17, 2007 he'll turn one year old.

Life span is comparable to that of a dog, generally 8-18 years.
Weight varies with each individual pot bellied, as with every other creature; but generally 50-150 pounds. However, the size a 100 pound pot bellied is equivalent to that of a 35-40 pound dog. My pet is approximately 35 pounds and at maturity (age 3) he may weigh 105 pounds based on gaining 35 pounds a year for three years; still much smaller in size to my 90 pound dog.

Mr. Piggy is an indoor pet; however, I've recently installed a six-foot privacy fence (attachment 9) for the times when he is enjoying fresh air and the sun. He poses no threat/danger to humans or any other animal; he plays with and enjoys the company of my other household pets a dog and cat. He is harness/leash trained and behaves wonderfully.

I am open to all suggestions on how I might improve on the maintenance and care I provide for my animal so that I may continue to have the honor of keeping my pet, Mr. Piggy.

I respectfully request a variance, licensing and approval from the Board to allow this pet to stay in his home where he is wanted, loved and cared for.

With the deepest of Sincerity,

Sandra A Price
Sandra A Price

Attachments (9)

cc: w/a

Officer Gail Gilchrist

Code Enforcement Officer

Code Enforcement Hernando County

Government Center

20 North Main St

Room 164

Brooksville, FL 34601

State of Florida
County of Hernando

Sworn to and subscribed before me
this 15th day of February, 2007.
by Sandra A Price

Caroline S. Matthews



Caroline S. Matthews

My Commission DD312870

Expires April 22, 2008

ID Reduced FL DL Photo-781-57-759-1

Board of County Commissioners



Hernando County Development Services

789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:
www.co.hernando.fl.us

Department: 352-754-4050

Fax: 352-754-4416
Fax: 352-688-5056
Fax: 352-754-4159

Permitting - Brooksville
Permitting - Spring Hill
Licensing and Administration

July 21, 2006

Sandra Price
10042 Cara Street
Spring Hill FL 34608

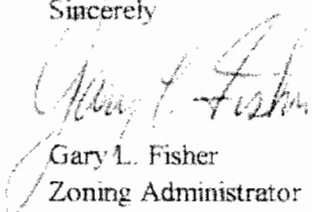
RE: Farm Animals in Residential District

Dear Ms. Price:

Thank you for your letter dated 7/18/06, regarding the keeping of a pot-bellied pig on your property. Pigs are considered farm animals and would only be allowed under our Agricultural zoning classification. The raising of farm animals is not allowed in any of our residential zoning districts and is a violation of the Hernando County Code of Ordinances.

This determination can be appealed to the Board of County Commissioners for their review and determination. A copy of the appeal application is attached for your convenience.

Sincerely


Gary L. Fisher
Zoning Administrator

jag
att

Sandra A Price
10042 Cara St
Spring Hill, FL 34606
352-666-8859

July 18, 2006

Reference: Notice of Violation #165013 (extended two weeks)

VIA OVERNIGHT MAIL (FEDEX 790003046719)

Mr. Gary Fisher
Zoning Administrator & Permit Manager
789 Providence Blvd
Brooksville, FL 34601

Dear Mr. Fisher,

With regard to the above mentioned notice of violation (enclosure 1) I respectfully request additional information:

Number/Section/Article of the Code/Ordinance of said violation.

I've researched the Code of Ordinances, County of Hernando, Florida for the description of the code that I'm allegedly in violation of; but, cannot find anything relating to pet pot bellied pigs.

I submit the following definitions which I obtained from the Code of Ordinances:

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July 18, 2006

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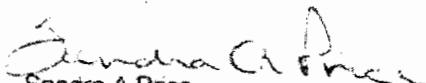
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Should you want additional information of any kind whether directly relating to Mr. Piggy or on pet pot bellied pigs in general I'll be happy to provide you with whatever is needed.

Sincerely,


Sandra A Price

Enclosure (7)

cc: w/e

VIA OVERNIGHT MAIL (FEDEX 791054813359)

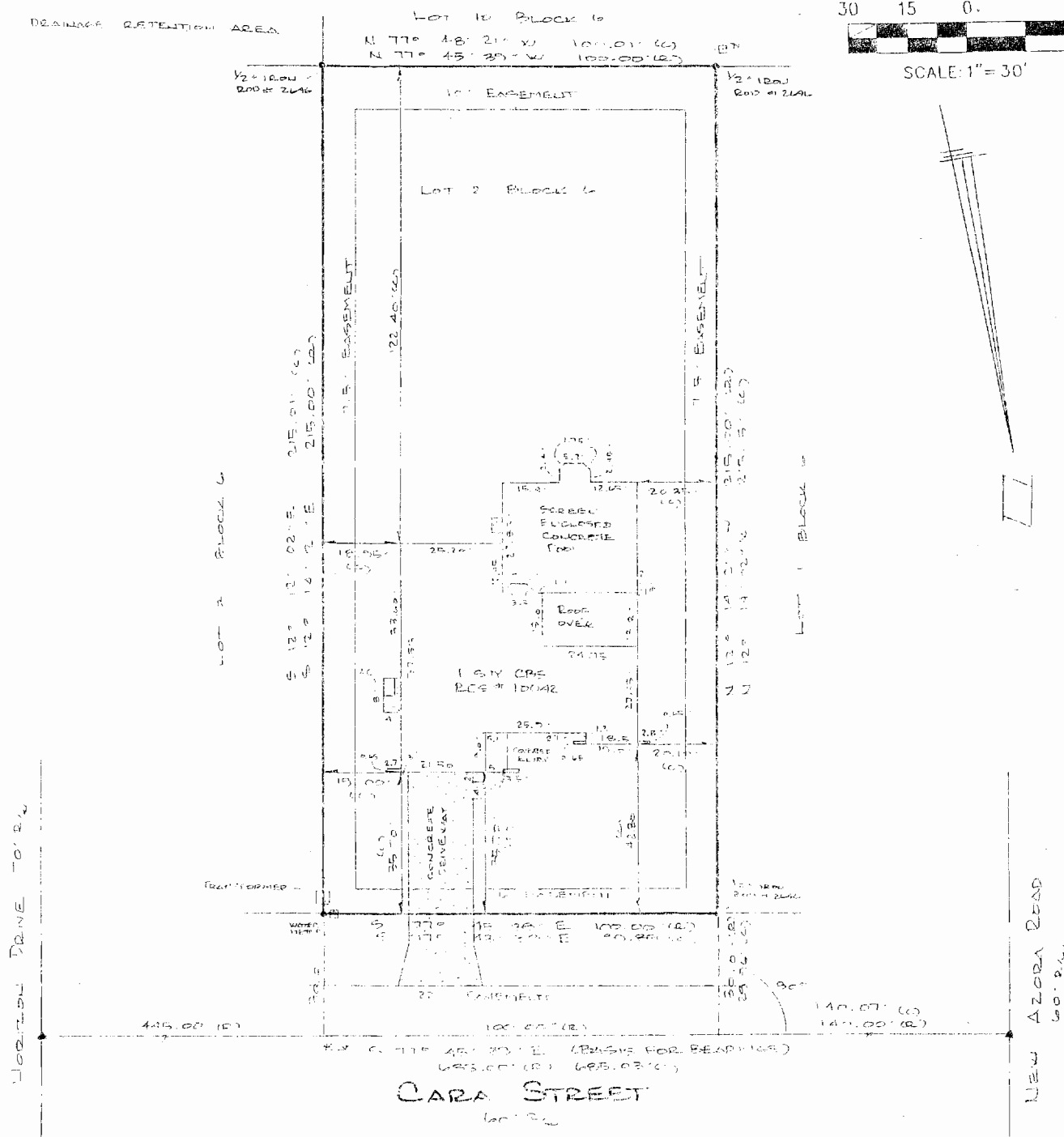
Officer Gail Gilchrist
Code Enforcement Officer
Code Enforcement Hernando County
Government Center
20 North Main St
Room 164
Brooksville, FL 34601

FOR MORTGAGE PURPOSES

30 15 0. 30



SCALE: 1" = 30'



CONTROL & CORNER LEGEND

- ☐ Found 1/2" Iron Rod FL-1 ☒ Found C.M.
☒ Found Iron Rod ☒ Found Nail & Disk = 2646
☐ Set 1/2" Iron Rod LB# 5232 ☐ Set 4" x 4" C.M. LB# 5232
☐ Found Iron Pipe ☐ Set Nail & Disk
☐ ☐

Elevations Shown Refer to: ☐ NGVD or ☐ Assumed Datum.

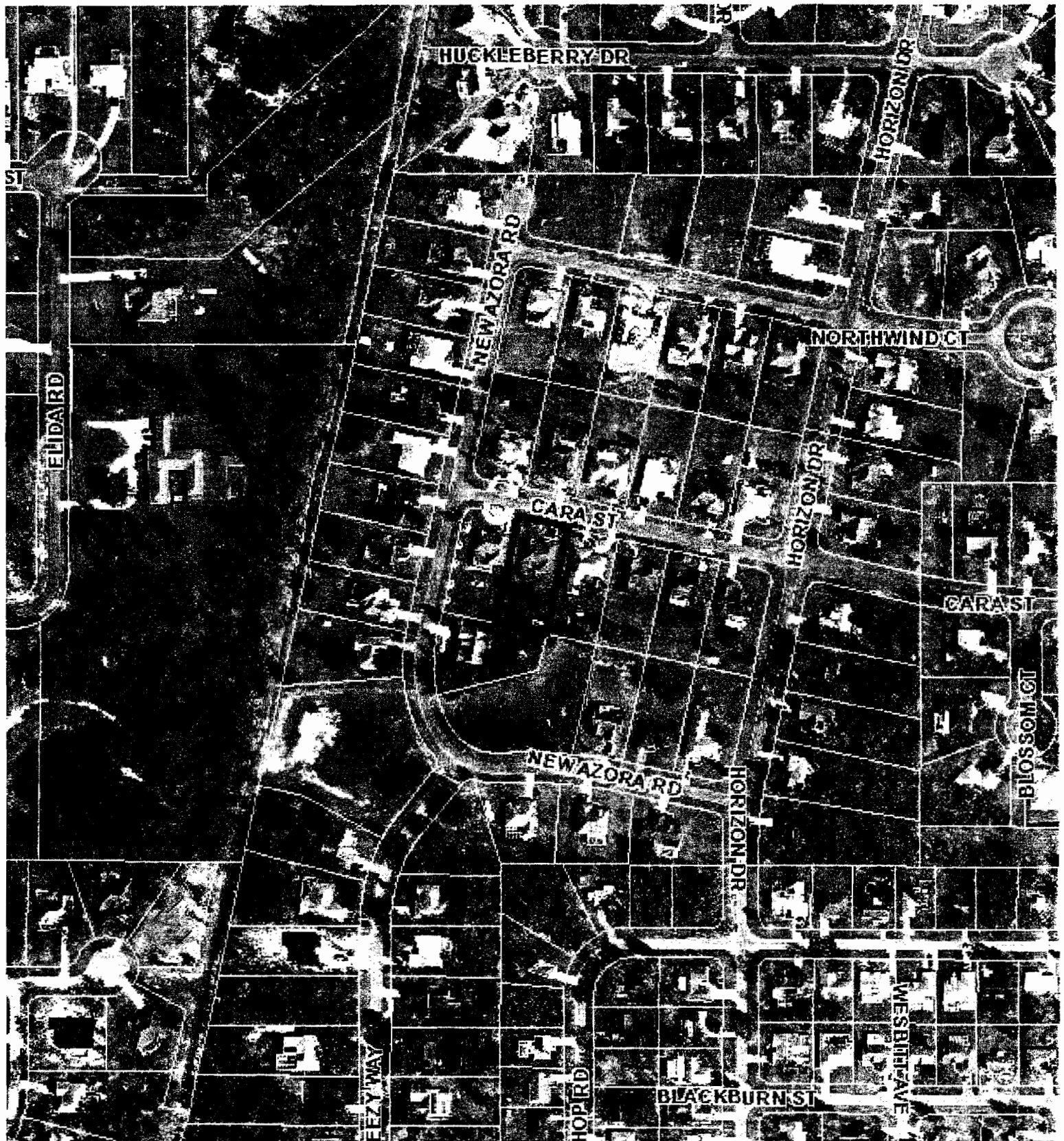
LEGEND: A complete list of abbreviations used in this survey are shown on the back of this page.

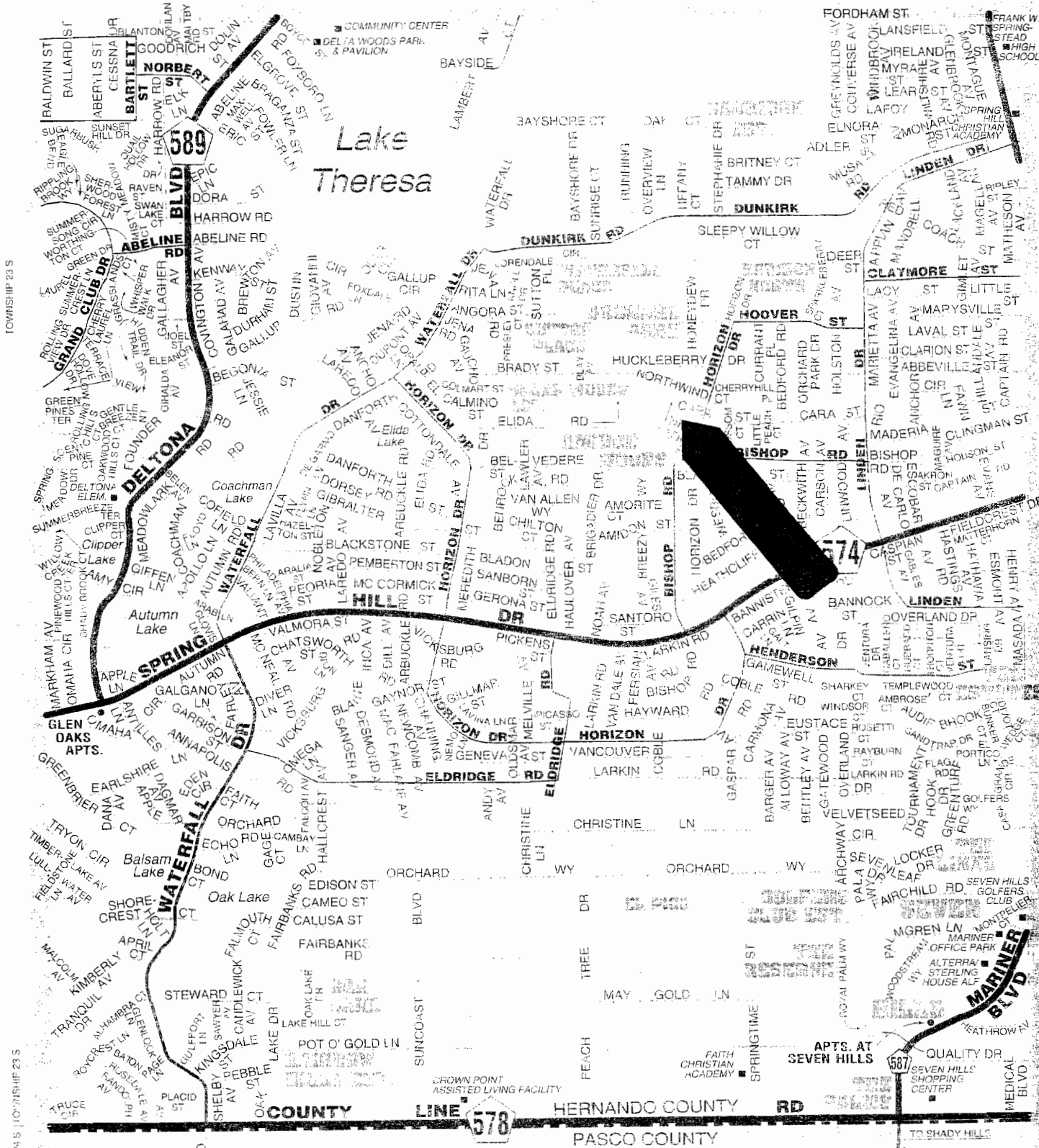
Flood Plain Certification:
According to the F.I.R.M.
Map, Community Panel
2010-0260R, Dated: 4-17-86,
The property appears to be
Flood Zone: C, and
the Base Flood Elev. is
NGVD.

REVISIONS	DATE

JAMES W. COFFIN,
PROFESSIONAL SURVEYOR AND MAPPER
Florida Registration # 3882
Coffin & McLean Associates, Inc. LB #5232

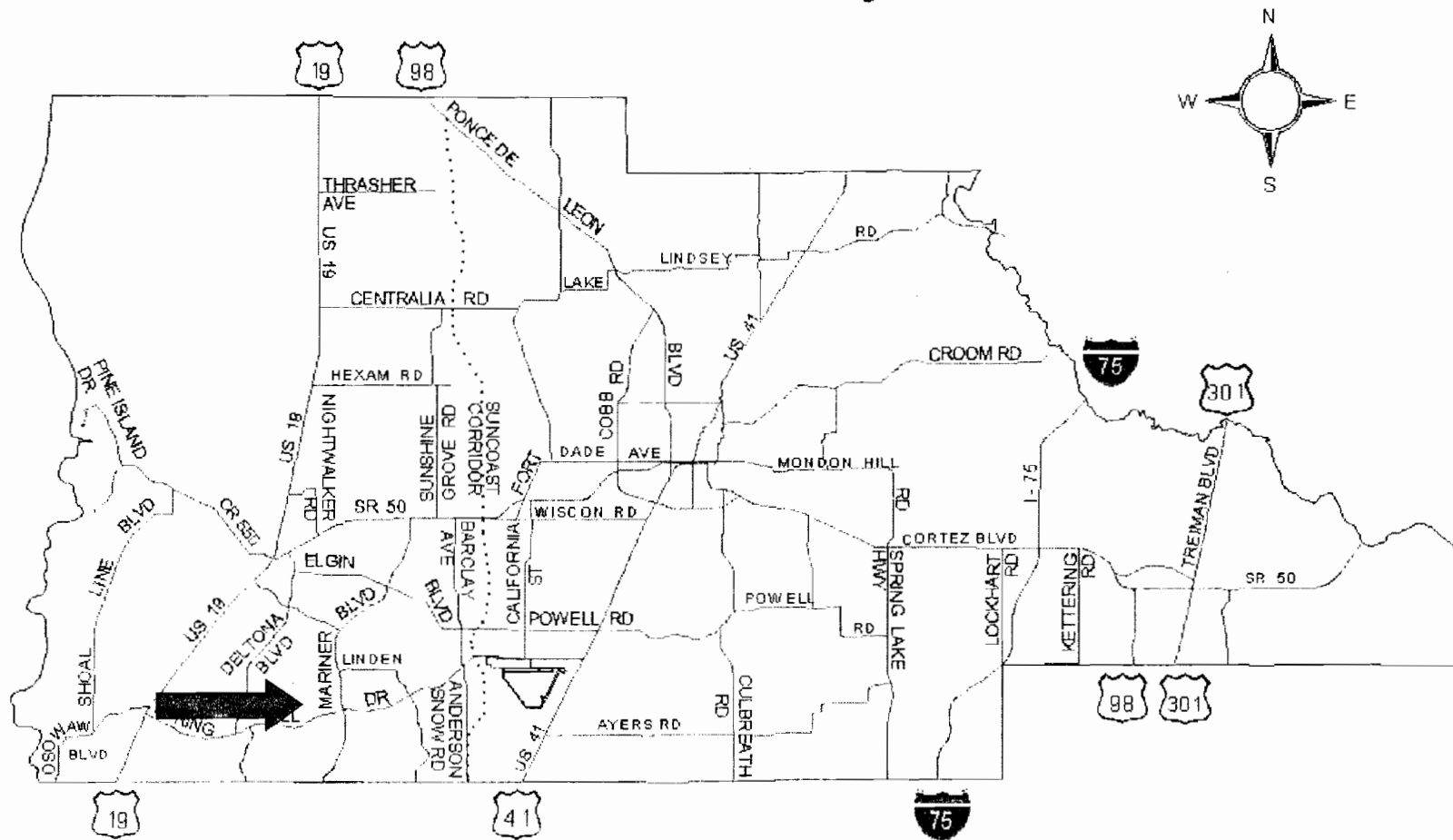
101602
DATE OF
LAST FIELD WORK





FOR DETAIL HERE.
SEE MAPSource's
STREET ATLAS OF
PASCO COUNTY

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000



JOINT STIPULATION

Sandra Price, (hereinafter referred to as "Price"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Price resides on, or has an interest in, a lot located at 10042 Cara Street, Spring Hill, FL 34608, having Hernando County Property Key No. 1082385 (hereinafter referred to as the "Property").
2. The Property is zoned R-1C under the County's Zoning Code.
3. Pot-bellied pigs are not permitted in a R-1C Residential District.
4. Price currently keeps 1 pot-bellied pig on the Property. The pig has the following name: Mr. Piggy (1 year old male), hereinafter individually referred to as the "Pig".
5. Price is currently in violation of the County's R-1C Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.
6. Price's appeal of an administrative decision (A-07-02) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.
7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Price agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Price shall not replace such pig.
2. In the event Price moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Price shall be strictly held to all requirements of the County's Zoning Codes at such new location.
3. For so long as Price remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Price and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property. Nothing herein is intended to prevent the County from enforcing any other violation of

law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Price and is not intended to run with the Property, and the rights and privileges hereunder are not transferrable or assignable.

4. In the event Price violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the R-1C zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.
5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.
6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.
7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Signed this _____ day of April, 2007

Sandra Price

Signed this _____ day of April, 2007

Grant E. Tolbert
Director, Hernando County
Development Department

Signed this _____ day of April, 2007

Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____

County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Sandra Price

FILE NUMBER: A-07-02

PURPOSE: Appeal of Administrative Decision to Allow a Pot-bellied Pig in a Residential Zoning District

LOCATION: South side of Cara Street, approximately 175' east of New Azora Road

CURRENT ZONING: R-1C

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING

North: R-1C
South: R-1C
East: R-1C
West: R-1C

SURROUNDING LAND USE

North: Residential
South: Residential
East: Residential
West: Residential

1. The appellant is appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently has a pot-bellied pig named Mr. Piggy on the property.
2. The subject parcel measures approximately 100 feet by 215 feet and is located in Phase I, Horizon North subdivision. The subject parcel is surrounded on three sides by residentially zoned properties that are developed with single family homes.
3. The petitioner has stated that Mr. Piggy is one year old and has a life span of 8-18 years.
4. On several occasions a determination was made by County staff and upheld by the Board of County Commissioners that pigs, including Pot Bellied Pigs, are farm animals and are permitted in the agricultural district and not permitted in residential districts.
5. The petitioner is asking the Board of County Commissioners to overturn the determination of the administrative official and allow the pig to remain in the residential district.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above petition and uphold the determination of the administrative official that farm animals are not a permitted use in the R-1C residential zoning district.

"MINUTES OF"

APR 24 2007

AGENDA ITEM

I 6.

Sandra A Price
10042 Cara St
Spring Hill, FL 34608
352-666-6859

February 15, 2007

Board of County Commissioners,
Hernando County Florida

Regarding: Appeal of Finding
Mr. Gary Fisher
Zoning Administrator & Permit Manager
789 Providence Blvd
Brooksville, FL 34601
Letter dated July 21, 2006
RE: Farm Animals in Residential District
(attachments 1-3)

Dear Commissioners,

It appears the initial finding in the case of my pet is based on livestock/swine zoning classifications and presumably established before the mid 1980s when the pet pot bellied pig was first introduced to the United States. I say presumably established because I cannot ascertain when the Ordinance governing said violation was written. Moreover, I've researched the Code of Ordinances, County of Hernando, Florida for the description of the code that I'm supposedly in violation of [Hernando County Code of Ordinance Chapter/Appendix A, Article IV, Section 2] and cannot find anything relating to pet pot bellied pigs.

To liken a pet pot bellied pig to that of the distant relative swine/farm animal is not just. Examples are comparing the catfish in my aquarium to the one in the lake; a pet dog (of any size) to a wolf/fox or pet cat to that of a tiger...the examples are endless but legitimate.

I purchased my pet from a pet store in Hernando County and paid sales tax (attachment 4) on that purchase. It's to my understanding that sales tax is not applicable on livestock/farm animals.

My pet was 8-days old when I brought him home. I bottle fed him for the next three months. After he was established on semi-solid food I pursued wellness exam, immunizations, neutering and a microchip implant for him (attachments 5-8.) On March 17, 2007 he'll turn one year old.

Life span is comparable to that of a dog, generally 8-18 years.
Weight varies with each individual pot bellied, as with every other creature; but generally 50-150 pounds. However, the size a 100 pound pot bellied is equivalent to that of a 35-40 pound dog. My pet is approximately 35 pounds and at maturity (age 3) he may weigh 105 pounds based on gaining 35 pounds a year for three years; still much smaller in size to my 90 pound dog.

Mr. Piggy is an indoor pet; however, I've recently installed a six-foot privacy fence (attachment 9) for the times when he is enjoying fresh air and the sun. He poses no threat/danger to humans or any other animal; he plays with and enjoys the company of my other household pets a dog and cat. He is harness/leash trained and behaves wonderfully.

I am open to all suggestions on how I might improve on the maintenance and care I provide for my animal so that I may continue to have the honor of keeping my pet, Mr. Piggy.

I respectfully request a variance, licensing and approval from the Board to allow this pet to stay in his home where he is wanted, loved and cared for.

With the deepest of Sincerity,

Sandra A Price
Sandra A Price

Attachments (9)

cc: w/a

Officer Gail Gilchrist

Code Enforcement Officer

Code Enforcement Hernando County

Government Center

20 North Main St

Room 164

Brooksville, FL 34601

State of Florida
County of Hernando

Sworn to and subscribed before me
this 15th day of February, 2007.
by Sandra A Price.

Caroline S. Matthews



Caroline S. Matthews

My Commission DD312876

Expires April 22, 2008

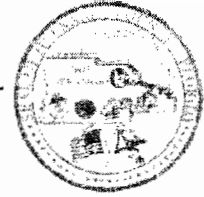
ID Reduced FL DL Photo - 781-57-759-1

Board of County Commissioners

Hernando County Development Services

789 Providence Boulevard
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Permitting - Brooksville

Permitting - Spring Hill

Licensing and Administration

July 21, 2006

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Gary L. Fisher
Zoning Administrator

jag
att

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10042 Cara St
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July 18, 2006

Reference: Notice of Violation #165013 (extended two weeks)

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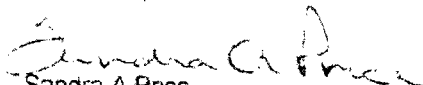
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cc. w/e

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Officer Gail Gilchrist
Code Enforcement Officer
Code Enforcement Hernando County
Government Center
20 North Main St
Room 164
Brooksville, FL 34601

FOR MORTGAGE PURPOSES

112 AUGUST 6 RECEPTION AREA

Len 12. Block 10

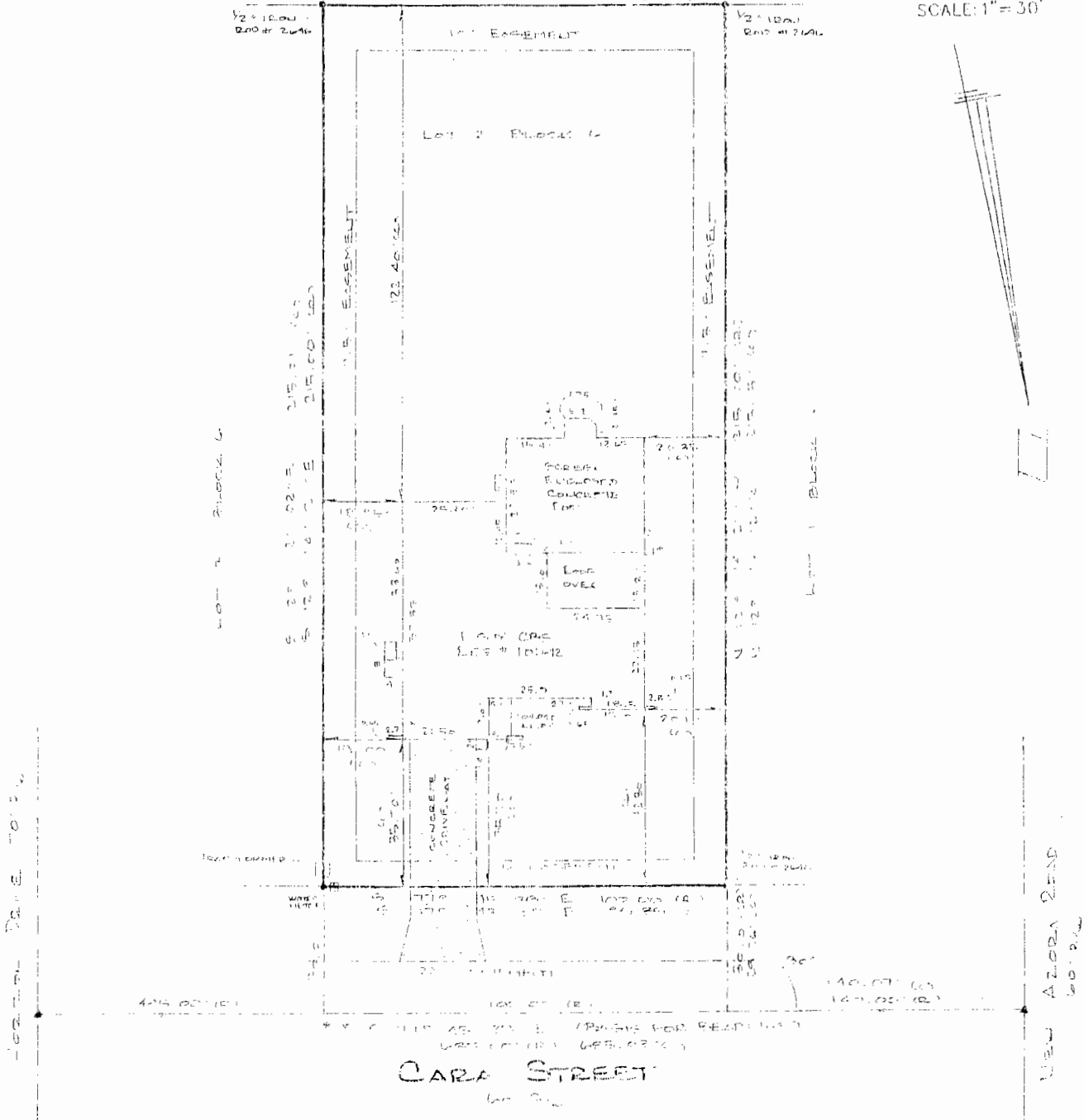
N 77° 48' 21" W 101.01' 63

N 77° 45' 25" W 100.00' 42"

30 15 0. 30



SCALE: 1" = 30'



JAMES W. COFFIN,
Professional Surveyor and Mapper
Florida Registration # 3882
Coffin & McLean, Associates, Inc. LR #5232

10/16/02
DATE OF
LAST FIELD WORK

e	Found <u>3/2"</u> Iron Rod <u>None</u>	Found <u> </u> C.M.
d	Found <u> </u> Iron Rod <u> </u>	Found <u>None</u> <u>9</u> <u>Drill</u> = <u>Black</u>
c	Set <u>1/2"</u> Iron Rod LB# <u>5232</u>	Set <u>4"</u> x <u>4"</u> C.M. LB# <u>5232</u>
b	Found <u> </u> Iron Pipe	Set <u>Naill</u> & <u>Disk</u>

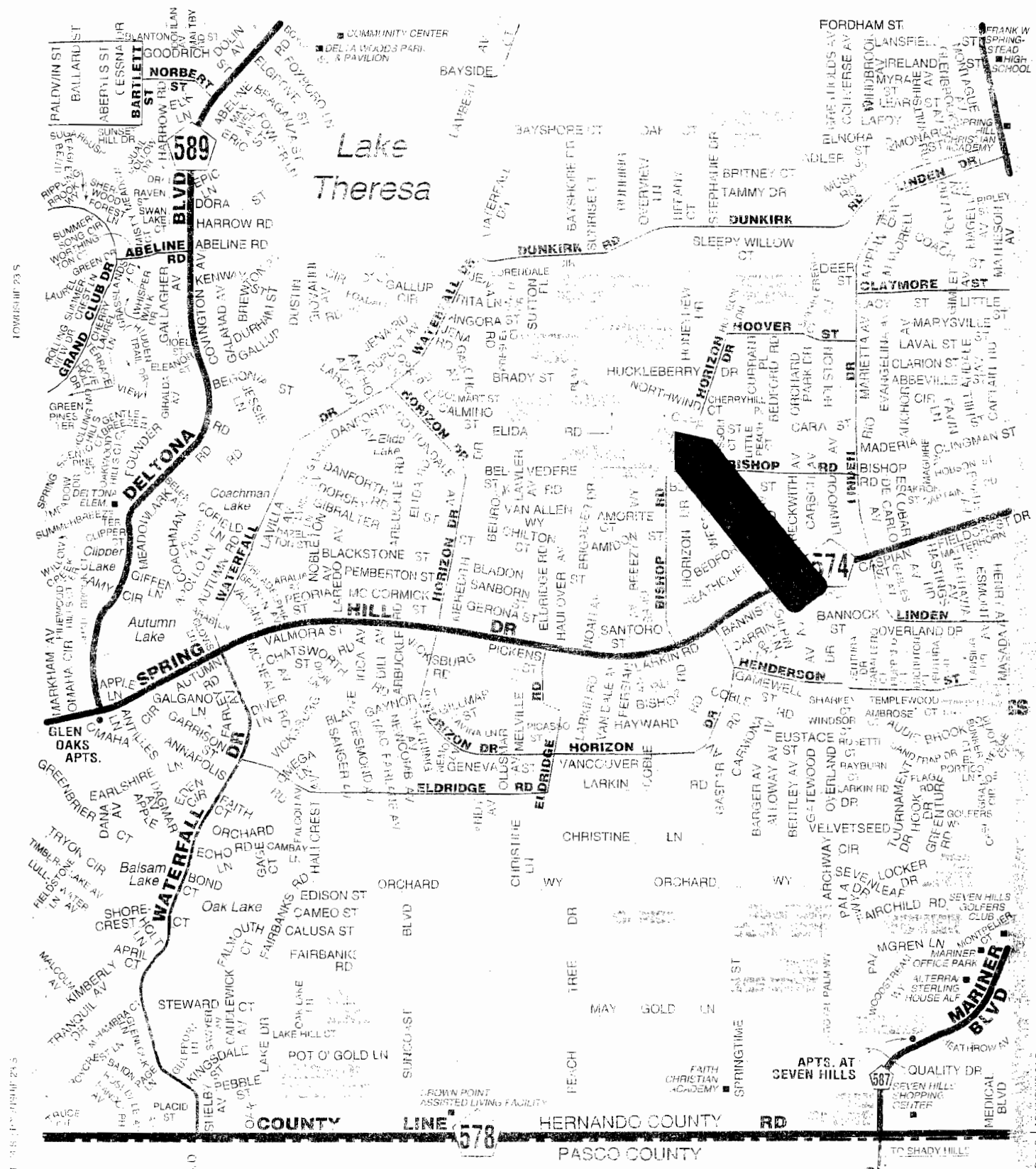
Elevations Shown Refer to: ☐ NGVD or ☐ Assumed Datum.

LEGEND: A complete list of abbreviations used in this survey are shown on the back of this page.

Flood Plain Certification:
According to the F.I.R.M.
Map, Community Panel
2010-0280R Dated: 4-17-06
The property appears to be
Flood Zone: C and
the Base Flood Elevation is

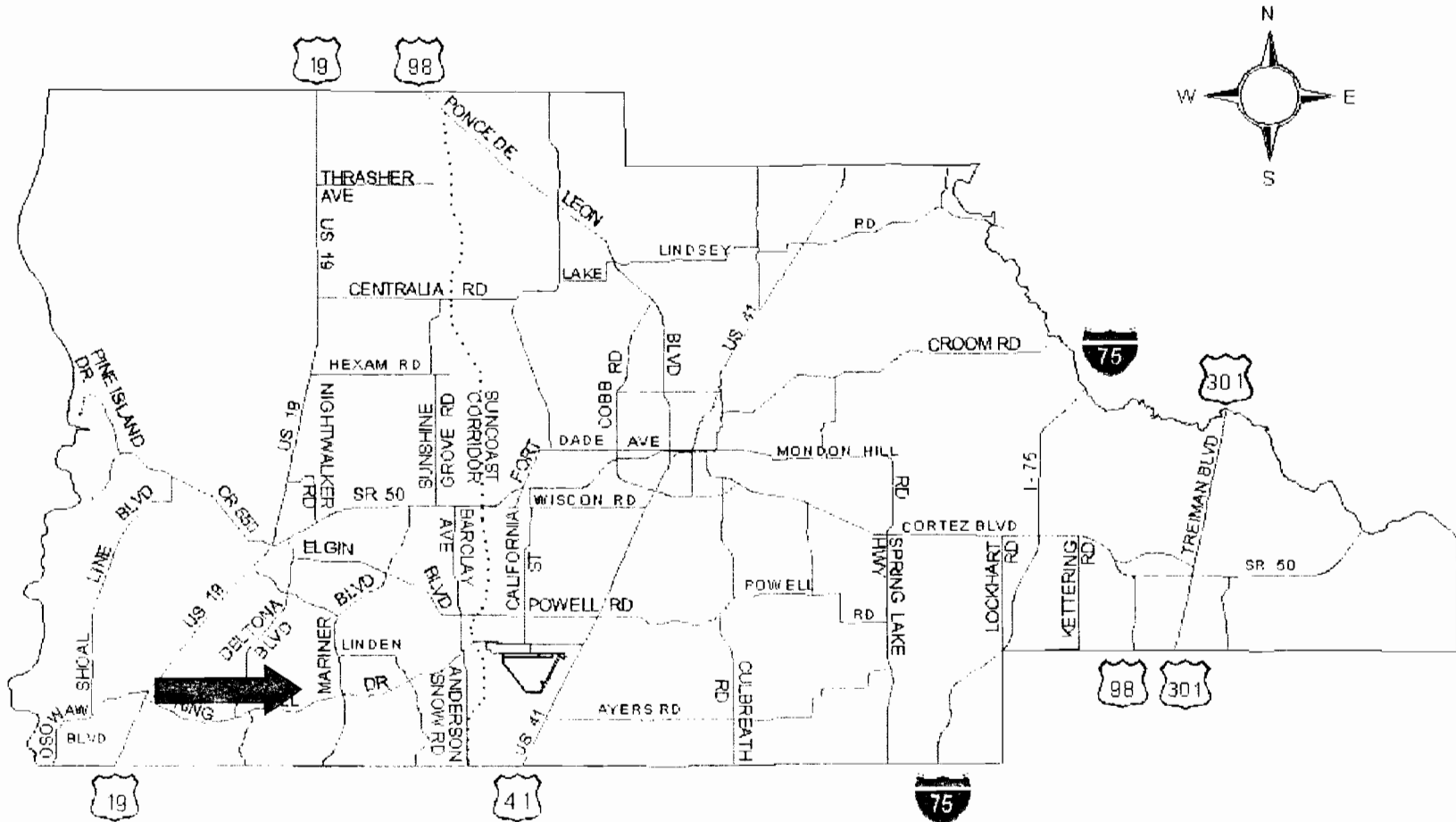
[illegible]





FOR DETAIL HERE
SEE MAPSource's
STREET ATLAS OF
FLORIDA

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
 PREPARED DATE: JUNE 2000

3 0 3 6 Miles

JOINT STIPULATION

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law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Price and is not intended to run with the Property, and the rights and privileges hereunder are not transferrable or assignable.

4. In the event Price violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the R-1C zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.
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Signed this _____ day of April, 2007

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Director, Hernando County
Development Department

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Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____

County Attorney's Office

A-07-02



**Hernando County Property
Appraiser**

Alvin R. Mazourek CFA - Brooksville, Florida - 352-754-4190

0 0.01 0.02 0.03 mi



RECEIVED

MAY 10 2007

HERNANDO COUNTY
DEVELOPMENT DEPT.

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RECEIVED

MAR 06 2008

HERNANDO COUNTY
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4. In the event Price violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the R-1C zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.
5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.
6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.
7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Acknowledged

Signed this 24th day of April, 2007

Signed 29th February 2008

Sandra A Price

Sandra Price

Signed this 3rd day of ~~April~~ ^{May}, 2007

Grant E. Tolbert

Grant E. Tolbert
Director, Hernando County
Development Department

Signed this 9th day of ~~April~~ ^{May}, 2007

Frank McDowell, III

Frank McDowell, III
Director, Hernando County
Code Enforcement Department

RECEIVED

APR 30 2007

**HERNANDO COUNTY
DEVELOPMENT DEPT.**

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY *[Signature]*

County Attorney's Office

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811

MISSION STATEMENT:

The mission of the Building Division is to promote the health, safety and welfare of the citizens of Hernando County through implementation and compliance with building related federal, state and local laws and regulations.

GOAL #1:

Ensure that new development within the County complies with adopted codes, ordinances and regulations by efficiently and effectively reviewing, issuing and inspecting in a timely manner.

Services:

	FY 2007
1) Plan Review	\$ 1,833,094
2) Permitting	2,584,441
3) Inspections	3,581,773
4) Licensing	1,830,776
5) Unsafe Structure Abatement	154,709
6) Administration	767,086
	10,751,879

Total Dollars Budgeted: \$ 10,751,879

"MINUTES OF"

APR 24 2007

I-6

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811

		Expenditures by Services					
		FY 2005		FY 2006		FY 2007	CHANGE FROM
		ACTUAL		BUDGET		APPROVED	FY 2006/FY 2007
GOAL #1:							
1) Plan Review							
	Personnel Services	\$	-	\$	-	\$ 844,210	\$ 844,210
	Operating Expenses		-		-	285,020	285,020
	Capital Outlay		-		-	49,946	49,946
	Debt Services		-		-	78,000	78,000
	Transfers and Reserves		-		-	575,918	575,918
	Total:	\$	-	\$	-	\$ 1,833,094	\$ 1,833,094
2) Permitting							
	Personnel Services	\$	-	\$	-	\$ 823,587	\$ 823,587
	Operating Expenses		-		-	345,029	345,029
	Capital Outlay		-		-	107,990	107,990
	Debt Services		-		-	156,000	156,000
	Transfers and Reserves		-		-	1,151,835	1,151,835
	Total:	\$	-	\$	-	\$ 2,584,441	\$ 2,584,441
3) Inspections							
	Personnel Services	\$	-	\$	-	\$ 1,866,986	\$ 1,866,986
	Operating Expenses		-		-	560,576	560,576
	Capital Outlay		-		-	64,348	64,348
	Debt Services		-		-	130,000	130,000
	Transfers and Reserves		-		-	959,863	959,863
	Total:	\$	-	\$	-	\$ 3,581,773	\$ 3,581,773

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811

		Expenditures by Services					
		FY 2005		FY 2006		FY 2007	CHANGE FROM
		ACTUAL		BUDGET		APPROVED	FY 2006/FY 2007
4) Licensing							
	Personnel Services	\$	-	\$	-	\$ 473,866	\$ 473,866
	Operating Expenses		-		-	427,873	427,873
	Capital Outlay		-		-	57,147	57,147
	Debt Services		-		-	104,000	104,000
	Transfers and Reserves		-		-	767,890	767,890
	Total:	\$	-	\$	-	\$ 1,830,776	\$ 1,830,776
5) Unsafe Structure Abatement							
	Personnel Services	\$	-	\$	-	\$ 86,762	\$ 86,762
	Operating Expenses		-		-	67,947	67,947
	Capital Outlay		-		-	-	-
	Debt Services		-		-	-	-
	Transfers and Reserves		-		-	-	-
	Total:	\$	-	\$	-	\$ 154,709	\$ 154,709
6) Administration							
	Personnel Services	\$	-	\$	-	\$ 179,108	\$ 179,108
	Operating Expenses		-		-	125,484	125,484
	Capital Outlay		-		-	26,549	26,549
	Debt Services		-		-	52,000	52,000
	Transfers and Reserves		-		-	383,945	383,945
	Total:	\$	-	\$	-	\$ 767,086	\$ 767,086
Total All Services							
	Personnel Services	\$	-	\$	-	\$ 4,274,519	\$ 4,274,519
	Operating Expenses		-		-	1,811,927	1,811,927
	Capital Outlay		-		-	305,980	305,980
	Debt Services		-		-	520,000	520,000
	Transfers and Reserves		-		-	3,839,450	3,839,450
	Total:	\$	-	\$	-	\$ 10,751,876	\$ 10,751,876

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
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Measurements by Services

	FY 2005 ACTUAL	FY 2006 BUDGET	FY 2007 APPROVED	CHANGE FROM FY 2006/FY 2007

GOAL #1: Ensure that new development within the County complies with adopted codes, ordinances, and regulations by efficiently and effectively reviewing, issuing, and inspecting in a timely manner.

Outcome Measure	Building incidents per 10,000 permitted	0.0%	0.0%	0.0%	0.0%

Services:

1) Plan Review

<i>Input</i>	Dollars	\$ -	\$ -	\$ 1,833,094	\$ 1,833,094
<i>Output</i>	# Residential Plans Reviewed	-	-	-	-
<i>Efficiency</i>	Cost per plan review	\$ -	\$ -	\$ -	\$ -
<i>Effectiveness</i>	% of plans reviewed within 30 days	0.0%	0.0%	0.0%	0.0%

2) Permitting

<i>Input</i>	Dollars	\$ -	\$ -	\$ 2,584,441	\$ 2,584,441
<i>Output</i>	# of permits issued	-	-	-	-
<i>Efficiency</i>	Cost per permit issued	\$ -	\$ -	\$ -	\$ -
<i>Effectiveness</i>	% of permits issued without error	0.0%	0.0%	0.0%	0.0%

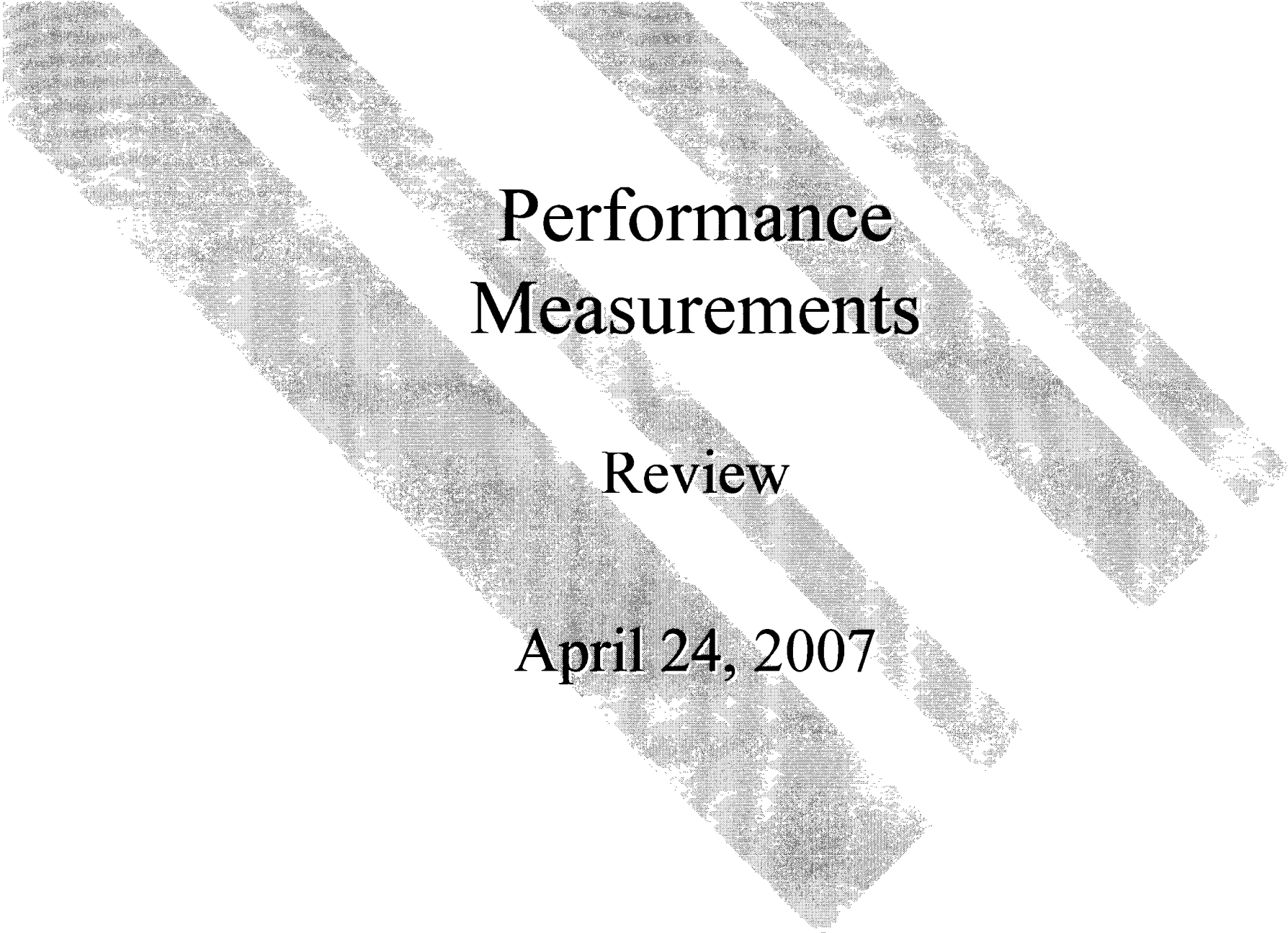
3) Inspections

<i>Input</i>	Dollars	\$ -	\$ -	\$ 3,581,773	\$ 3,581,773
<i>Output</i>	# of inspections completed	-	-	-	-
<i>Efficiency</i>	Cost per inspection completed	\$ -	\$ -	\$ -	\$ -
<i>Effectiveness</i>	% of inspections completed on schedule	0.0%	0.0%	0.0%	0.0%

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
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DIVISION: BUILDING DIVISION - 07811

Measurements by Services

		FY 2005 ACTUAL	FY 2006 BUDGET	FY 2007 APPROVED	CHANGE FROM FY 2006/FY 2007
4) Licensing					
<i>Input</i>	Dollars	\$ -	\$ -	\$ 1,830,776	\$ 1,830,776
<i>Output</i>	# Licenses issued	-	-	-	-
<i>Efficiency</i>	Cost per licensed contractor maintained	\$ -	\$ -	\$ -	\$ -
<i>Effectiveness</i>	% of complaints with initial response within 30 days	0.0%	0.0%	0.0%	0.0%
5) Unsafe Structure Abatement					
<i>Input</i>	Dollars	\$ -	\$ -	\$ 154,709	\$ 154,709
<i>Output</i>	# of complaints investigated	-	-	-	-
<i>Efficiency</i>	Cost per complaint investigated	\$ -	\$ -	\$ -	\$ -
<i>Effectiveness</i>	% of complaints with initial response within 30 days	0.0%	0.0%	0.0%	0.0%
6) Administration					
<i>Input</i>	Dollars	\$ -	\$ -	\$ 767,086	\$ 767,086
<i>Output</i>	Dollars managed	-	-	-	-
<i>Efficiency</i>	Cost per \$100,000 managed	\$ -	\$ -	\$ -	\$ -
<i>Effectiveness</i>	% of goals accomplished	0.0%	0.0%	0.0%	0.0%
Total Dollars Budgeted:		\$ -	\$ -	\$ 10,751,876	\$ 10,751,876



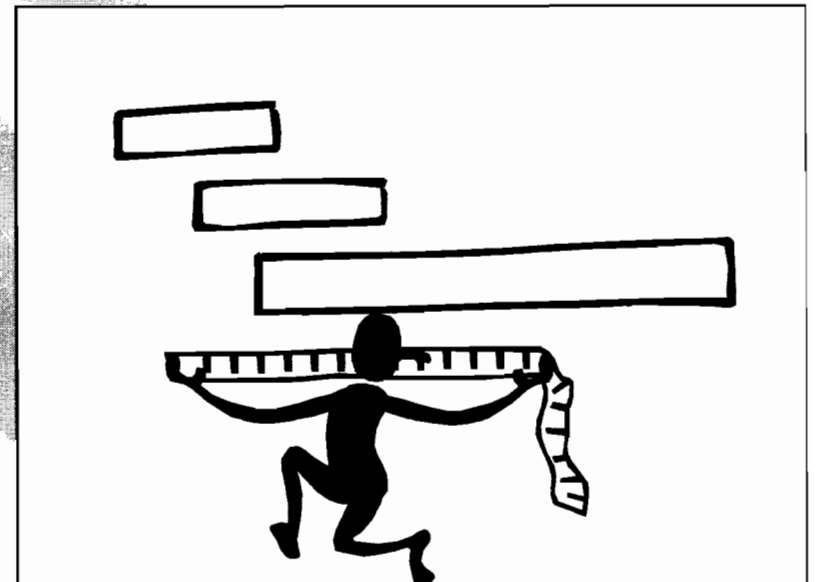
Performance Measurements

Review

April 24, 2007

What is Performance Measurement?

- Performance Measurement is a method of measuring results or outcomes which mark progress toward the goals of the organization.



Why Measure Performance?

- Citizens are demanding more and improved services delivered more efficiently and with better results.
- Citizens feel government is not responsive enough in providing service.
- Citizens feel government expends financial resources without regard for efficiency or effectiveness.

Do the Financial Statements & Budget Document account for Performance?

- Financial Statements only demonstrate financial accountability. The Budget Document may or may not include Performance Measures.
- There is often very little linkage between Performance Measures and the governmental entity's long-term or strategic plan.

What is a good Performance Measure?

- A good Performance Measure should clearly indicate the cause and effect relationship between inputs (money, hours etc) and outputs (services provided) and between outputs and outcomes (results).

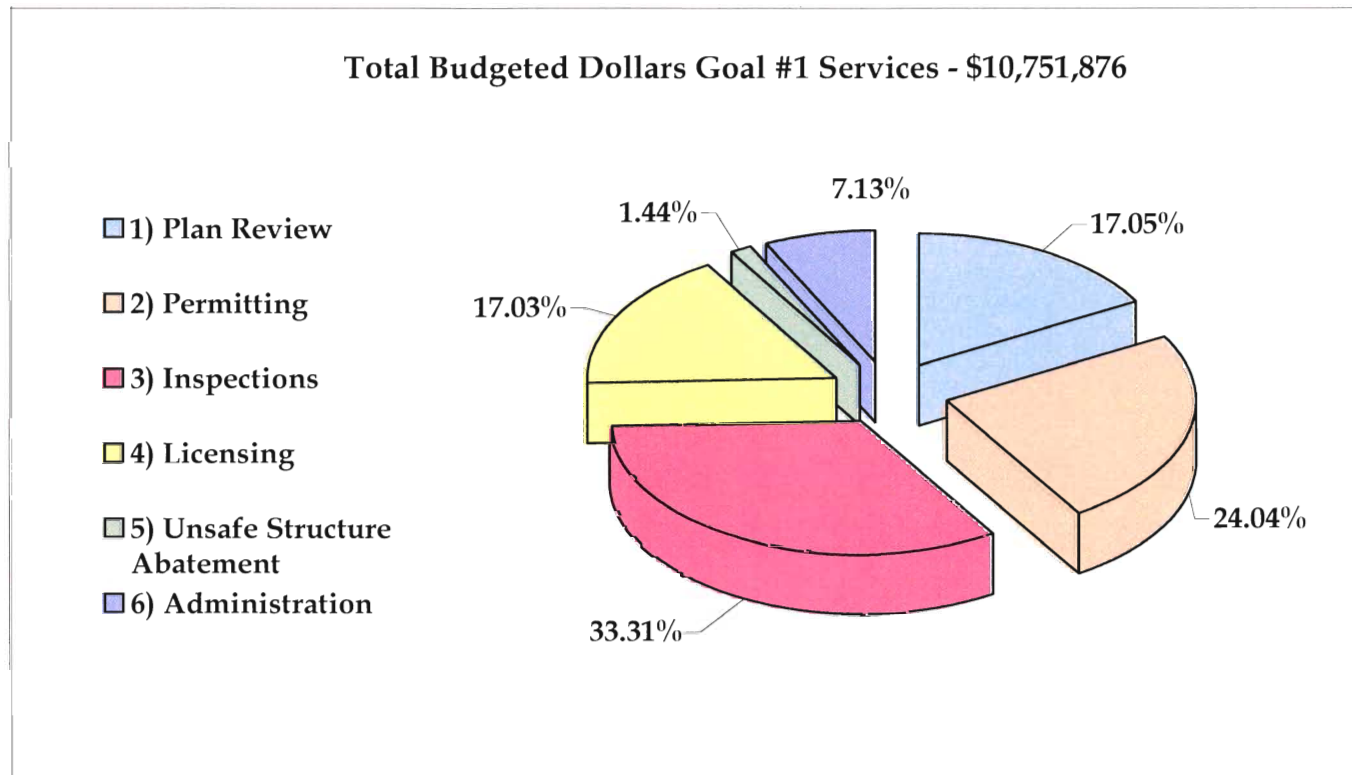
Performance Measurements will ...

- Constitute the basis for approved budget requests rather than incremental decision making.
- Ensures expectations are being met.
- Focuses organization for alignment.
- Spotlights areas for improvement.
- Gauges success of change.

Performance Measurements will . . .

- Improve communication among various levels of administration.
- Create individual and team opportunities.
- Show results of changes.

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DIVISION: BUILDING DIVISION - 07811



Total Budgeted Dollars - All Services - \$ 10,751,876