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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Continuation of the Parcel Data and Land Use Inventory Study, Phases Two through Four

**DEPARTMENT:** Planning and Development      **DIVISION:** Community Redevelopment Agency

**AUTHORIZED BY:** Dori DeBord      **CONTACT:** John G. Metsopoulos      **EXT:** 7133

**MOTION/RECOMMENDATION:**

1. Approve and authorize the work outlined in the Scope of Services entitled "Parcel Data and Land Use Inventory Study US 17-92"; and authorize the Chairman to execute a resolution implementing a Budget Amendment Request (BAR) through the Community Redevelopment Fund in the amount of \$98,000.00; or
2. Deny the work outlined in the Scope of Services entitled "Parcel Data and Land Use Inventory Study US 17-92"; or
3. Continue to a time and date certain.

County-wide

John G. Metsopoulos

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**BACKGROUND:**

The CRA's parcel data and land use inventory study was born out of the recognition that the current parcel configuration within the US 17-92 CRA may be hindering redevelopment within the corridor. This conclusion was substantiated through discussions with area developers and property owners within the corridor.

This study is a continuation of the work done for Phase One in Fern Park within the US 17-92 CRA. In Phase One, the East Central Florida Regional Planning Council (ECFRPC) analyzed 1.59 miles and 188 parcels along US 17-92. This study will concentrate on the remaining 9.97 miles of the corridor and 1,482 parcels within the US 17-92 CRA. The study will be divided into three phases (scope attached):

Phase Two - Historic Sanford, 3.05 miles and 461 parcels.

Phase Three - Lake Mary/Sanford, 3.25 miles and 510 parcels.

Phase Four - Casselberry/Winter Springs, 3.67 miles and 511 parcels.

The study will be incorporated within the CRA Master Plan study. Phases Two through Four will be done by ECRPC and is expected to take approximately seventeen weeks to complete.

**STAFF RECOMMENDATION:**

Staff recommends that the CRA Board authorize the work outlined in the Scope of Services entitled "Parcel Data and Land Use Inventory Study US 17-92"; and authorize the Chairman to execute a resolution implementing a Budget Amendment Request (BAR) through the Community Redevelopment Fund in the amount of \$98,000.00.

**ATTACHMENTS:**

1. Agreement
2. BAR 09-92 US 17/92 Parcel & Data land Use Inventory Study

**Additionally Reviewed By:**

- Budget Review ( Betty Newton, Lisa Spriggs )
- County Attorney Review ( Ann Colby )

CONSULTANT SERVICES AGREEMENT (M-4737-09-BLH)  
PARCEL DATA AND LAND USE INVENTORY  
US 17-92 COMMUNITY REDEVELOPMENT AREA

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, duly authorized to conduct business in the State of Florida, whose address is 309 Cranes Roost Boulevard, Suite 2000, Altamonte Springs, Florida 32701, hereinafter referred to as the "CONSULTANT", and the US 17-92 COMMUNITY REDEVELOPMENT AGENCY, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "CRA".

W I T N E S S E T H:

WHEREAS, CRA desires to retain the services of a competent and qualified consultant to provide parcel data and land use inventory, Phases 2-4 for the US 17-92 CRA Corridor in Seminole County; and

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

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

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

**SECTION 2. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Notice to Proceed issued and executed by CRA.

**SECTION 3. TIME FOR COMPLETION.** The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed no later than seventeen (17) calendar weeks from the effective date of this Agreement.

**SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.**

(a) CRA agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the amount of NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$98,000.00). CONSULTANT shall perform all work required by the Scope of Services, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated above.

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

**SECTION 5. BILLING AND PAYMENT.**

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

- (1) The name and address of CONSULTANT;

(2) Contract Number;

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

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

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

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

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

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

US 17-92 Community Redevelopment Agency  
1101 E. First Street  
Sanford, Florida 32771

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

#### **SECTION 6. AUDIT OF RECORDS.**

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

to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

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

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

#### **SECTION 7. RESPONSIBILITY OF CONSULTANT.**

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

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

furnished under this Agreement.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by CRA and shall remain in effect for seventeen (17) calendar weeks.

**SECTION 9. TERMINATION.**

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

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

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

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

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CRA may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONSULTANT shall be liable to CRA for reasonable additional costs occasioned to CRA thereby. CONSULTANT shall not be liable for such

additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of CRA in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

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

(e) The rights and remedies of CRA provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CRA shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 12. ASSIGNMENT.**  This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONSULTANTS.** In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any sub-consultants or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of CRA. If sub-consultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of sub-consultants or other professional associates.

SECTION 14. INDEMNIFICATION OF CRA. CONSULTANT agrees to hold harmless, replace, and indemnify CRA, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT whether caused by CONSULTANT or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 15. INSURANCE.

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

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

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance

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

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

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

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

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and

maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify CRA and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CRA, CONSULTANT shall be deemed to be in default of this Agreement.



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

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

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard

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

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

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

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

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance

Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

LIMITS

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

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

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

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

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

**SECTION 16. REPRESENTATIVE OF CRA AND CONSULTANT.**

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



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

**SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall

be predicated upon any prior representations or agreements whether oral or written.

**SECTION 18. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 19. INDEPENDENT CONSULTANT.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents, as an agent, representative, or employee of CRA for any purpose or in any manner whatsoever. CONSULTANT is to be and shall remain an independent CONSULTANT with respect to all services performed under this Agreement. 

**SECTION 20. EMPLOYEE STATUS.** Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CRA's officers and employees either by operation of law or by CRA.

**SECTION 21. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by CRA.

**SECTION 22. PUBLIC RECORDS LAW.** CONSULTANT acknowledges CRA's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONSULTANT acknowledges that CRA is required to

comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 23. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For CRA:**

John Metsopoulos, US 17-92 CRA Program Manager  
Community Redevelopment Agency  
1101 E. First Street  
Sanford, FL 32771

**For CONSULTANT:**

East Central Florida Regional Planning Council  
309 Cranes Roost Boulevard, Suite 2000  
Altamonte Springs, FL 32701

**SECTION 25. RIGHTS AT LAW RETAINED.** The rights and remedies of CRA provided for under this Agreement are in addition to any other rights and remedies provided by law.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and

hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CRA to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

**SECTION 27. CONFLICT OF INTEREST.**

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

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

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

[Balance of this page left intentionally blank;  
Attestations on page 17 of 17]

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

EAST CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

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

ATTEST:

Us 17-92 COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

As authorized for execution  
by the CRA at their \_\_\_\_\_  
meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
Legal Counsel for CRA

AEC/lpk

7/7/09

P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\M-4737.docx

Attachment:

Exhibit A - Scope of Services

## Scope of Work:

### Parcel Data and Land Use Inventory,

### Phases 2-4, SR 17-92 CRA Corridor

For: Seminole County Planning Department

By: East Central Florida Regional Planning Council

## I. OVERVIEW

This study is a continuation of the corridor analysis done for the Phase One Fern Park (Seminole County) US 17-92 Community Redevelopment Area (CRA). Phase One (Fern Park) included 1.59 miles of frontage along US 17-92 and 188 land parcels.

By request, the scope is reduced to eliminate:

- a. Analog case studies
- b. Land Readjustment potential

This study will focus on the 9.97 miles of frontage and 1482 land parcels in three remaining sub-areas of the joint CRA corridor as depicted on the attached map and described as follows:

Phase Two-Historic Sanford – 3.05 miles frontage, 461 land parcels

Phase Three- Lake Mary-Sanford – 3.25 miles frontage, 510 land parcels

Phase Four- Casselberry-Winter Springs – 3.67 miles frontage, 511 land parcels

The order of the Phases may be readjusted by the CRA Board. The Phases are divided to allow each phase to be completed separately and given an individual cost.

The exclusive Casselberry 17-92 CRA area is not included in this study. ECFRPC staff is submitting a separate proposal to the city of Casselberry to complete that segment of the corridor analysis with similar methodology.

The purpose of the study is to document certain standard data sets, and identify current land uses and physical conditions using a methodology similar, but with a smaller scope of work, to that used in Phase One (Fern Park). The deliverables associated with this project will be in the form of map products, data sets and a written report.

The scope of this work is more clearly outlined in the tasks below.

**II. TASKS** – To be repeated for each contract Phase. Each Phase (2-4) will be delivered separately, in the order defined.

### **Task A. Base Map and Data Development**

Utilizing the County's GIS section data and resources and ECFRPC internal resources, develop a series of base maps (or data) within the CRA boundaries that includes:

- Tax Parcels
- Roads
- Existing Land use (based on property appraiser tax codes, DOR + Local FLU)
- Future Land Use (based on CFGIS FLUM)
- Zoning (data to be provided by Seminole County, and the cities of Sanford, Casselberry, Lake Mary and Winter Springs)
- Wetlands
- CRA boundaries
- Total Assessed Property Values based on property appraiser data, DOR
- Utility and infrastructure locations, where available (utility and infrastructure data to be provided to the ECFRPC by Seminole County internal sources for completion of this portion of task.)

*ECFRPC Staff:* W. Laurien, G. Marchica, Intern, (90% of total task) C. Paskauskas, K. Smith, 10% total task)

***Task Break Down:***

- A: data collection
- B: Create each map series within the CRA study area

***Deliverables:*** Due at phase completion.

### **Task B. Defining and mapping vacant and underutilized parcels**

- Perform a windshield survey of all parcels in the Phase, and map their exterior condition from 1-5:

- 1) New
  - 2) Good
  - 3) Needs some repairs
  - 4) Dilapidated
  - 5) Vacant
- Map vacant parcels from windshield survey
  - Map parcels whose assessed value of the structure is less than 25% of the value of the building and land combined.
  - Map age of structures per property appraiser data
  - Digitally photograph each parcel (maximum 2 photos/parcel) and link to file.
  - Map underutilized parcels based on physical condition, age of structure, size and configuration of lot, value of structure versus total value of land and structure combined.
  - Create a tabular summary that includes the number of parcels, associated acreage, future land use and zoning assigned to the parcels, ownership, and structural value related to land value.
  - ECFRPC staff will note which parcels are “double selected”, meaning by physical condition and by GIS analysis of building versus land value.
  - Seminole Co GIS division is expected to provide Pictometry JPEGs / PDF for parcels selected by the 25% formula.

*ECFRPC Staff:* W. Laurien, G. Marchica, Intern (60% total task) P. Laurien (15%); K. Smith (20%); C. Paskauskas (5%)

*Task Break Down:*

- A: Map parcels where structure is worth less than 25% of the building and land combined.
- B: Windshield Survey and photography
- C: Create Map Series
- D. Map age of structures
- E. Create underutilized parcels map

*Deliverables:* Due at phase completion.

**Task C. Final Report**

Assemble all data and write phase summary report.

*ECFRPC Staff:* W. Laurien, Intern, G. Marchica (50%); K. Smith (15%); P. Laurien (20%); C. Paskauskas (15%)

*Task Break Down:*

- A: Refinement of final GIS maps
- B: Report writing
- C: Final report formatting and QC

*Deliverables:* Due at phase completion.

**Total project time-**

Phase 2- Historic Sanford: 26 working days (provided Sanford and Seminole County make certain GIS data available)

Phase 3 – Lake Mary- Sanford: 29 working days (provided Sanford and Lake Mary make certain GIS data available)

Phase 4- Casselberry- Winter Springs: 30 working days (provided Casselberry and Winter Springs make certain GIS data available)

Total: 17 weeks, all 3 phases

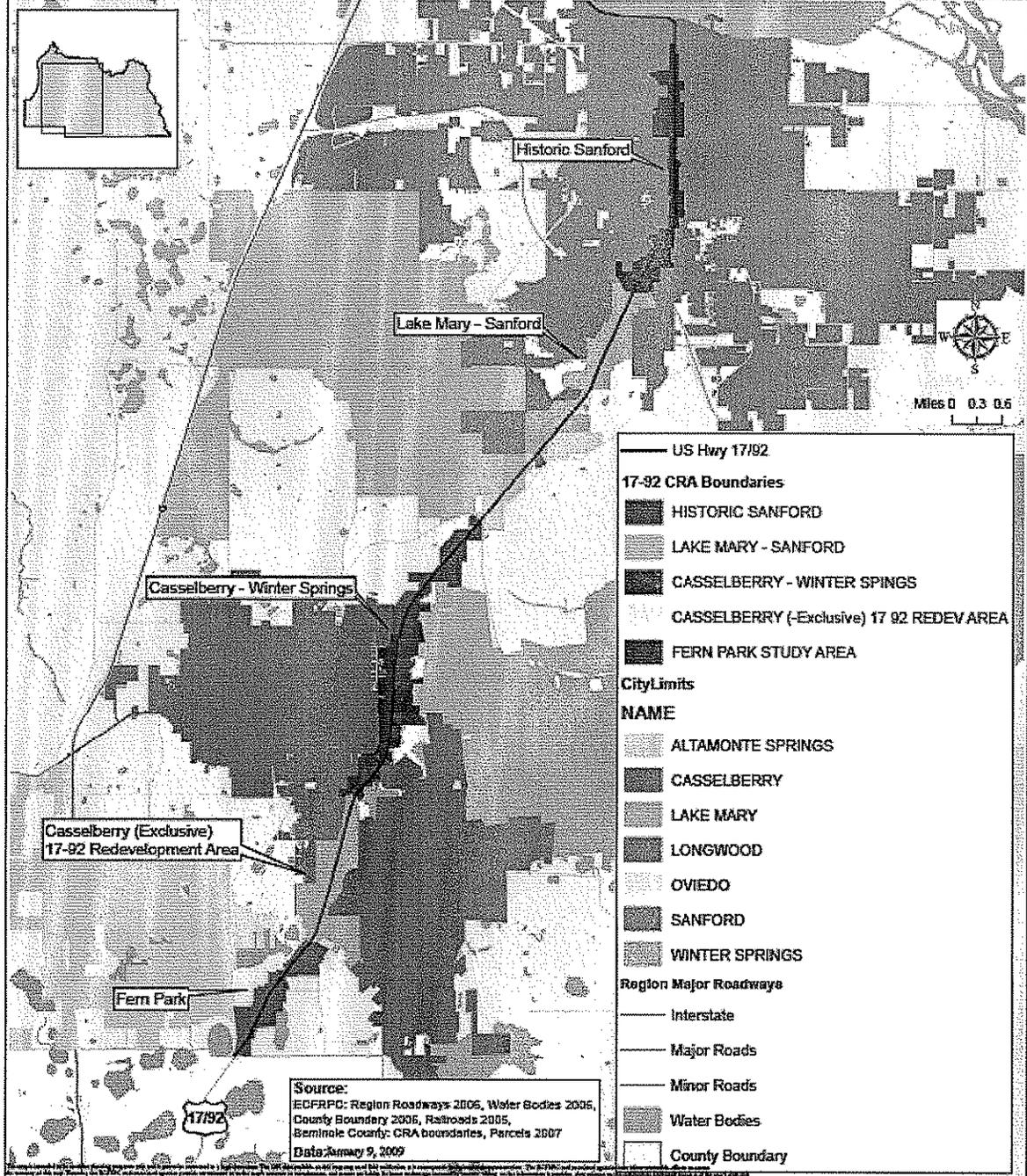
**III. PROJECT COSTS for Phases 2-4, Corridor Analysis SR 17-92**

- Phase 2- Historic Sanford (461 parcels, 3.05 miles) \$25,000
- Phase 3 Lake Mary-Sanford (510 parcels, 3.25 miles)  
\$35,000
- Phase 4 Casselberry-Winter Springs (511 parcels, 3.67 miles)  
\$35,000
- Costs for attending meetings with Seminole County \$0  
  
(Up to 4 meetings per Phase included in price.)
- Printing, materials (Two CDs and 8, 11" x 17" full color  
Books for each Phase) \$ 3,000

**PROJECT COSTS (Phases 2-4)**  
**\$98,000**



# U.S. 17-92 Corridor - CRA Boundaries



**17-92 Corridor CRA - Cost Analysis per Parcel  
Fern Park Segment**

	Fern Park	Historic Sanford	Lake Mary Sanford	Casselberry Winter Springs	Casselberry Exclusive Redev District
Total w/o analog case studies	27191.61				
Number of Parcels	188	461	510	511	809
Value per Parcel	144.64				
<b>Total Cost (salary + overhead plus materials and mileage)</b>	<b>\$27,191.61</b>	<b>\$66,677.30</b>	<b>\$73,764.47</b>	<b>\$73,909.11</b>	<b>\$117,010.70</b>

**17/92 Fern Park Corridor Study Charges- totals up thru 12/8/08**

	8/08-9/08	10/08-11/08	12/08 estimate	Total	J&J	Sub Total w/o J & J	Sub Total w/o Tara
Salaries	4541.59	12664.88	2259.67	19466.14	2376.42	17089.72	1629.87
Fringe	1304.34	3727.11	622.68	5654.13	629.17	5024.96	527.22
Indirect	2106.09	5189.37	968.96	8264.42	1014.28	7250.14	703.64
Graphics	83.1	331.78	172.29	587.17		587.17	
Travel	90.56	9.79	0	100.35		100.35	
<b>Total</b>	<b>8,125.68</b>	<b>21,922.93</b>	<b>4,023.60</b>	<b>34,072.21</b>	<b>4,019.87</b>	<b>30,052.34</b>	<b>2,860.73</b>

**Inventory, analysis and field survey cost/parcel: \$27,191.61/188 = \$144.64 per parcel**  
**Fern Park study cost per hour, exclusive of analog case studies (all staff blend) = \$64.22/hour**

**ECFRPC Staff Title**

Staff	Hours
Executive Director	90.75
Planner II	59
Planner I	79.5
Intern	35
GIS Specialist	34.1
GIS Manager	60.5
GIS Specialist I	131.5
GIS Specialist	106.25
Administrative Asst.	0.25
<b>Total w J&amp;J&amp;T</b>	<b>596.85</b>
<b>Total W/o J&amp;J&amp;T</b>	<b>423.35</b>

analog case studies  
 analog case studies  
 analog case studies

Total project hours for Fern Park study  
 Net hours for Fern Park study exclusive of analog case studies

**Jurisdictional Breakdown Number of Parcels**

Per Jurisdiction	Fern Park	Historic Sanford	Lake Mary Sanford	Casselberry Winter Springs	Casselberry - Exclusive (1792 Redevelopment Area)
Lake Mary	229		229		
Sanford	698	461	237		
Longwood	157			157	
Winter Springs	41			41	
Altamonte Springs	1				1
Casselberry	764			5	759
Unincorporated County	589		44	308	49
<b>Total</b>	<b>2479</b>	<b>461</b>	<b>510</b>	<b>511</b>	<b>809</b>

Jurisdiction Boundary file received from Seminole County

2009-R-

**BUDGET AMENDMENT REQUEST**

FS Recommendation	
<u>Betty Newton</u>	<u>7/13/09</u>
Analyst	Date
Budget Manager	Date
Director	Date
<u>09-92</u>	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

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

PURPOSE: To appropriate funding for the US 17-92 Parcel & Data land Use Inventory. This study will include 9.97 miles and 1,482 parcels within the corridor.

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

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

**Sources:**

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
13300.999987.599994		Reserves/Capital Improvements/Other	98,000
<b>Total Sources</b>			<b>\$98,000</b>

**Uses:**

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
13300.011102.530310	#00284402	Professional Services	98,000
<b>Total Uses</b>			<b>\$ 98,000</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2009-R- \_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: Bob Dallari, Chairman

Date:

Date:

Entered by County Finance Department

Date: