RESOLUTION

of the

ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS

regarding

ACCEPTING FUTURE MAINTENANCE AND ATTENDANT COSTS IN CONNECTION WITH THE CAMPUS CRUSADE FOR CHRIST INTERNATIONAL PROJECT

Resolution No. 2002-M-16

WHEREAS, the Division of Economic Development of the Florida Department of Commerce, hereinafter referred to as the “Division,” has determined that physical improvements are necessary to facilitate the economic development of the state as contemplated in Section 288.063, Florida Statutes, and as set forth in the Economic Development Transportation Fund application attached to one certain agreement between Orange County and the Division; and

WHEREAS, Orange County is prepared to complete the project at an estimated total cost of $1,970,300.

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

Section 1. That the Orange County Chairman is hereby authorized to enter into an agreement between Orange County and the Division, which agreement is attached hereto as “Exhibit 1” and includes one certain Economic Development Transportation Fund Application which is attached thereto.

Section 2. That Orange County hereby assures the Division that it will accept future maintenance and attendant costs in connection with the project.
Section 3.  Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the valid provision or application and to this end the provisions of this resolution are declared severable.

Section 4.  Effective Date. This resolution shall take effect immediately.

DONE AND RESOLVED this 21 day of May, 2002.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

ATTEST: Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

Deputy Clerk
STATE OF FLORIDA
OFFICE OF THE GOVERNOR
ECONOMIC DEVELOPMENT TRANSPORTATION FUND

AGREEMENT

This Agreement (OT02-034) is entered into this 14 day of December, 2001, between the State of Florida Office of Tourism, Trade, and Economic Development (OTTED) and Orange County (County) on behalf of Campus Crusade for Christ International (EDTF Business).

OTTED has determined that the transportation project described in the Economic Development Transportation Fund (EDTF) Application, incorporated herein and attached as "Exhibit A" and hereinafter referred to as the "Project," is necessary to facilitate the economic development and growth of the State as contemplated by Section 288.063, Florida Statutes.

The County is prepared to complete the Project at an estimated total cost of $1,970,300.00.

OTTED is prepared to provide $1,684,600.00 toward the total project cost of construction of the transportation project described in Section 1.0. The County represents that it is fully qualified and eligible to receive these funds.

-1-

Exhibit "1"
In consideration of the mutual undertakings and agreements hereinafter set forth and agreed between the parties as follows:

1.0 PROJECT DESCRIPTION: The Project, identified as Project Number 94/9548A, is described as follows and is in connection with the location of facilities by the EDTF Business:

Upgrade and pave Moss Park Road from Narcoossee Road to the EDTF Business site; replace the bridge structure lying east of the Orlando Utilities Company railroad at the Lake Hart-Branch Creek crossing; realign the severe curve of Moss Park Road at the Wewahoootee Road intersection; and, install traffic signals at Moss Park Road and the entrance to the EDTF Business site.

2.0 TERM: The term of this Agreement shall commence upon execution and continue through November 24, 2003, unless terminated at an earlier date as provided herein. Only project costs incurred on or after the effective date of this agreement and on or prior to the termination date of the agreement are eligible for reimbursement.

3.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

STATE OF FLORIDA
OFFICE OF THE GOVERNOR
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT
THE CAPITOL, SUITE 2001
TALLAHASSEE, FLORIDA 32399-0001
FAX: 850/487-3104

ORANGE COUNTY
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839
FAX: (407) 836-8024
4.0 NOTICES: All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. Facsimile transmission or confirmed e-mail may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

5.0 ADMINISTRATORS: The State EDTF Grant administrator is Wynnelle Wilson, Chief Analyst for Policy & Incentives. The County Agreement Administrator is ____________________________. All approvals referenced in this agreement must be obtained in writing from the parties' agreement administrators or their designees.

6.0 RELEASE OF FUNDS: Project funds made available by OTTED shall not be released until the following have been satisfied:

(a) The County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to OTTED;

(b) The County shall certify to OTTED that the EDTF Business referred to in Paragraph 1.0 above has secured the necessary permits, including but not limited to, building permits, and initiated construction of the facilities referenced. If the County fails to provide such certification to OTTED by May 27, 2002, OTTED may, at its discretion, terminate this Agreement;

(c) The County shall verify all invoices, statements or other related documents duly submitted to the County for pre-audit and approval by the County;
(d) The County shall certify that its adopted local government comprehensive plan is in compliance with Chapter 163, Part II, Florida Statutes, and that any amendments to the adopted plan related to the transportation Project or EDTF Business facility have been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statutes;

(e) The County shall provide to OTTED certification and a copy of appropriate documentation substantiating that all required right-of-ways have been obtained and meet the definition of right-of-way set forth in Section 334.03(22), Florida Statutes; and,

(f) Provide OTTED with written notification of either its intent to:

(i) Award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules and regulations. The County shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the transportation project utilizing existing County employees, if the County can complete said project within the time frame in Section 15.0 of this Agreement.

6.1 TRANSFER OF FUNDS: Upon execution of this Agreement by OTTED and upon written request from the County, OTTED will transfer funds to the County to be applied toward direct Project costs on a quarterly basis consistent with project needs.

6.2 INVESTMENT OF FUNDS: Funds transferred to the County by OTTED shall be invested by the County until their actual expenditure, in such income or revenue producing investments as authorized by law for other County funds. All income, interest or other revenues obtained from such investment shall be considered funds of OTTED. The income, interest or other revenues shall be remitted to OTTED on a quarterly basis within fifteen (15) days of the
close of the months March, June, September, and December, regardless of the month in which funds were received. Upon completion of the project, all remaining income, interest, or other revenues shall be returned to OTTED. All refund or interest checks shall be made payable to: EOG/OTTED, and mailed to the OTTED address in Section 3.0 of this Agreement; with the Project Number referenced and information that identifies the grant, interest period, amount of interest earned by account, name of depository, and interest rate. The documentation submitted to support interest earnings should include copies of bank or investment account statements, computational work sheets, etc.

6.3 USE OF FUNDS: Funds made available by OTTED pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the Project. No such funds shall be used for the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against OTTED, for the administration of the project fund or costs associated with preparation of the application.

7.0 LOBBYING: Funds may not be used for the purpose of lobbying the Legislature, judicial branch, or any state agency, per Section 216.347, Florida Statutes.

8.0 ASSURANCES: As an inducement to the transfer of funds referred to in Paragraph 6.1 above, the County grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from OTTED. The County shall be liable for all cost overruns on the Project.

9.0 DESIGN AND CONSTRUCTION STANDARDS: The County agrees to design and construct the Project in accordance with standards promulgated by the Florida Department of Transportation (DOT) in accordance with Section 336.045, Florida Statutes, and to provide certification of same to OTTED upon completion of the Project. Such certification shall be
provided by a professional engineer registered in Florida who shall certify that all design and
construction for the Project meets minimum construction standards established by DOT pursuant
to Section 336.045, Florida Statutes.

10.0 MINORITY VENDORS: The County is encouraged to utilize "minority business
enterprises," as defined in Section 288.703, Florida Statutes, as subcontractors or sub-vendors
when permitted under this Agreement and shall report same to OTTED.

11.0 ACCOUNTING, REPORTS AND AUDIT REQUIREMENTS: The County agrees:

(a) To maintain books, records, documents and other evidence according to
generally accepted governmental accounting principles, procedures and practices which
sufficiently and properly reflect all costs of any nature incurred by the County in the performance
of this Agreement and to retain said books, records, documents and other evidence for a period of
three (3) years after termination of this Agreement.

(b) That aforesaid records, books, documents and other evidence shall be subject
at all times to inspection, review or audit by state personnel of the Office of Auditor General,
Office of Comptroller and other state personnel authorized by OTTED.

(c) To include these aforementioned audit and record keeping requirements in
contracts and subcontracts entered into by the County with any party for work required in the
performance of this Agreement.

(d) That three (3) months after the date of execution of this Agreement and every
three (3) months thereafter, the County will provide OTTED with quarterly progress reports.
Each quarterly report shall contain a narrative description of the work completed according to the
project schedule; a description of any change orders executed by the County; a budget summary
detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the County and payments made pursuant to such orders, shall be maintained by the County in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(e) The County shall submit to OTTED a financial audit, pursuant to Section 288.063(8), Florida Statutes, within three (3) months of the release of County’s annual audit.

(f) In the event the County expends a total amount of State awards (i.e., State financial assistance provided to a recipient to carry out a State project) equal to or in excess of $300,000 in any fiscal year of such receipt, the County shall have a State single or project-specific audit for such fiscal year in accordance with Chapter 215.97, Florida Statutes; applicable rules of the Executive Office of The Governor and the Comptroller; and Chapter 10.550, Rules of the Auditor General. In determining the State awards expended in its fiscal year, the County shall consider all sources of State awards, including State funds received from OTTED, except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration. However, if the County expends less than $300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Chapter 215.97, Florida Statutes, is not required. In connection with the audit requirements, the County shall ensure that the audit complies with all requirements of Section 215.97, Florida Statutes, including submission of a reporting package to OTTED and the Auditor General.
(g) The County shall provide each sub-recipient of State awards information needed by the sub-recipient to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97(6), Florida Statutes, the County shall review and monitor sub-recipient audit reports, and perform other procedures as specified in the agreement with the sub-recipient, which may include on-site visits. The County shall require that sub-recipients, as a condition of receiving State financial assistance, permit the independent auditor of the recipient, the State awarding agency, the comptroller, and the Auditor General access to the sub-recipient’s independent auditor’s working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.

(h) The Catalog of State Financial Assistance number for this agreement is 31.002. The State project compliance supplement is available online at


12.0 TERMINATION REPORT: Upon termination of this Agreement, the County will provide the following:

(a) Certification that the Project has been completed in compliance with the terms and conditions of this Agreement, and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify (i) the total funds transferred to the County by OTTED pursuant to this Agreement; (ii) the total income, interest or other revenues obtained from the investment of said funds; (iii) the total direct Project costs paid from funds made available by OTTED pursuant to this Agreement; (iv) the balance of any unexpended Project funds; (v) the actual amount of the EDTF Business' capital investment, and, (vi) the actual number of permanent full-time jobs created by the EDTF Business.
13.0 **FOLLOW-UP REPORT:** Two (2) years after the EDTF Business has completed the construction associated with this Project, the County will provide OTTED with the actual number of new, permanent, full-time jobs created by the EDTF Business.

14.0 **INDEPENDENT CAPACITY:** The County shall act as an independent contractor and not as an employee of OTTED in the performance of this Agreement. To the extent permitted by law, the County covenants and agrees that it will indemnify and hold harmless OTTED and all of OTTED’s officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the County during the performance of the contract, whether direct or indirect, and whether to any person or property to which OTTED, or said parties may be subject to, except that neither the County nor any of its sub-contractors 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 OTTED or any of its officers, agents or employees.

15.0 **COMMENCEMENT:** Unless terminated earlier, the construction of the Project shall commence no later than February 26, 2002, and shall be completed on or before November 25, 2002. OTTED shall have the immediate option to terminate this Agreement should the County fail to meet either of the above-required dates.

16.0 **UNEXPENDED FUNDS:** Upon termination or expiration of this Agreement, any funds made available by OTTED pursuant to this Agreement but have not been expended at that time, shall be returned to OTTED. All investment earnings realized pursuant to paragraph 6.2 above shall be returned to OTTED.
17.0 EXPENDITURES IN VIOLATION OF AGREEMENT: Any Project funds made available by OTTED pursuant to this Agreement which are determined by OTTED to have been expended by the County in violation of this Agreement, other applicable law or regulation shall be promptly refunded in full to OTTED. Acceptance by OTTED of any documentation or certifications required or permitted to be filed by the County shall not constitute a waiver of OTTED's rights as the funding agency to verify all information at a later date by audit or investigation.

18.0 TERMINATION OF AGREEMENT: Either party may terminate this Agreement upon no less than 24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the County fails to perform or honor the requirements and provisions of this Agreement, the County shall return funds in accordance with paragraphs 16.0 and 17.0 of this Agreement, within 30 days of the termination of this Agreement.

19.0 TRAVEL: There shall be no reimbursement for travel expenses exceeding the all-inclusive funds allocated in the Grant Agreement.

20.0 MODIFICATION OF AGREEMENT: In the event the County desires to modify any of the terms and conditions of this Agreement, the County shall make such request for modification in writing to OTTED at anytime during the term of this Agreement. However, where the request for modification relates to changes in the project commencement and/or project completion dates, such request must be received by OTTED prior to the expiration of the current commencement or project completion date. If the request for modification of the commencement or completion date is made after the expiration of such date, OTTED shall have the option to terminate this Agreement.
21.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by the OTTED, OTTED will not be liable to pay attorney fees, interest, or cost of collection.

22.0 WAIVER: The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this agreement; and this agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

24.0 SEVERABILITY: If any term or provision of the agreement is found to be illegal, invalid, or unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

25.0 STRICT COMPLIANCE WITH LAWS: The County agrees that all acts to be performed by it in connection with this agreement shall be performed in strict conformity with all applicable laws and regulation of the State of Florida.

26.0 NON-DISCRIMINATION: The County will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex. The County shall insert a similar provision in all subcontracts for services by this Agreement.
Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

27.0 AVAILABILITY OF FUNDS: The State of Florida’s performance and obligation to pay under this agreement are contingent upon an appropriation by the Legislature. In the event that the state funds on which this agreement are dependent are withdrawn, the agreement is terminated and the State has no further liability to the County beyond that already incurred by the termination date. In the event of a State revenue shortfall, the total grant may be reduced accordingly.

28.0 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 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
29.0 **UNAUTHORIZED ALIENS:** OTTED will consider the employment of unauthorized aliens by any contractor a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

30.0 **PUBLIC RECORDS:** OTTED may unilaterally cancel this Agreement for refusal by the County to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County in conjunction with this agreement.
31.0 **SIGNATORIES AUTHORITY:** By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

32.0 **DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

**STATE OF FLORIDA**
EOG/OTTED

**BY:**

**DATE:** 12/17/01

**TITLE:** Director

**ATTEST:** Lee A. Greenwood

**TITLE:** Incentive Coordinator

**ORANGE COUNTY**

**BY:** D. E. Cheekman

**DATE:** 11/27/01

**TITLE:** County Administrator

**ATTEST:**

**TITLE:** Deputy Clerk

**Attachment:**

Exhibit A -- Economic Development Transportation Fund Application

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EXHIBIT A
ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION
FLORIDA DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and Rule 8-6 FAC adopted by the Division of Economic Development.

I. APPLICANT
Local Government Applicant: Orange County

Local Government Federal Employee Identification Number
50-6000773

Name of Primary Contact: Mr. Robert Spivey

Title: Intergovernmental Affairs Coordinator

Address: 2015 Rosalind Avenue, Second Floor

Orlando Florida 32801
(City) (State) (Zip)

Telephone: (407) 836-7370 Fax: (407) 836-7399

II. COMPANY PROVIDING EMPLOYMENT (only one company may be listed)

Company: Campus Crusade for Christ International

Primary Contact: Jay Berlingky

Title: Executive Director

Address: 100 Support Lane

Orlando Florida 32809
(City) (State) (Zip)

Telephone: (407) 826-2021 Fax: (407) 826-2947

Principal Business Activity: Christian evangelistic and mission work

SIC Code Number: 8661

Type of Facility: New (X) Existing ( ) Expansion ( )

Estimated Time for Construction: 18 months

Estimated Square Feet of Facility: 459,928 - Phase I

600,000 Total

THIS DOCUMENT PRINTED ON RECYCLED PAPER.
Full-time Employment Generated/Retained:
New 150 Retained 650
(Must be at least 100 if grant request is $200,000-
$1,000,000 or 200 if request is greater than $1,000,000)

New Capital Investment Generated: Annual investment (payroll/vendor) $45,000,000

Capital in project $165,000,000

Briefly Describe the Facility (New or Existing) or the Expansion:
A 600,000 square foot international headquarters facility to house Campus Crusade’s
world operations.

III. TRANSPORTATION (Attach a rough site plan with facility in
relation to the requested transportation improvements.)

A. Briefly describe the transportation problem which is
an impediment to the company described above and give
its importance to the company's decision.

Moss Park Road is a narrow, two-lane rural road which presently

provides unsafe and inadequate access from Narcoossee Road

(0ld S.R. 15) to the Campus Crusade Headquarters site.

B. Briefly describe the transportation project which
will alleviate the transportation problem:

• Installation of a signalization system at the intersection of Narcoossee Road and Moss Park Road;

• Installation of signalization at the proposed project entrance;

• Replacement of the substandard width roadway bridge structure lying east of the OUC Railroad at the Lake Hart Branch Creek crossing;

• Realignment of the severe curve of Moss Park Road at the Wewahootee Road intersection, and;

• Replacement of the inferior pavement structure on Moss Park Road between Narcoossee Road and Wewahootee Road and improvement of existence of a high groundwater table resulting from the lack of adequate roadside drainage.
C. Estimated Cost of the Transportation Project:
Construction: $1,660,100.00
Right-of-Way: $67,700.00
Design & Engineering: $249,000.00

TOTAL COST: $1,970,800.00

*May be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.
**See attached Preliminary Opinion of Probable Cost.

D. Transportation Project Funding Sources:
City: $0.00
County: $285,700.00
Company: $0.00

Request from the Economic Development Transportation Fund
($2,000,000) maximum: $1,684,600.00

TOTAL COST: $1,970,300.00

(NOTE: Must add up to Total Cost in C. above)

E. Estimated time for construction: Nine (9) months

IV. PROJECT LOCATION

A. Located in an Enterprise Zone? Yes X No

B. Located in the Target Area of a Community Development Corporation? Yes X No

V. SELECTED ECONOMIC INDICATIONS

A. Unemployment Rate: 6.2%
   Information Source: Bureau of Business & Economic Research, (BEBR), University of Florida

B. Per Capita Income: $12,570
   Information Source: BEBR, University of Florida

C. Poverty Rate: Household 7.8%, Person 11.3%
   Information Source: BEBR, University of Florida
VI. OTHER CONSIDERATIONS

A. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes?  
   Yes  No  
   If not, what is the expected time frame for compliance?  

B. What is the Future Land Use Map designation for the business facility state?  
   Rural/Agricultural  See the reference to the comprehensive plan amendment below  

C. Are the transportation project and business facility consistent with the adopted local government comprehensive plan?  
   Yes  No  
   If not, describe the inconsistency and give the time frame for amending the plan:  
   An amendment to the comprehensive plan which will permit the development of the Campus Crusade World Center has been transmitted to the Fla. Dept. of Community Affairs (DCA). Adoption of the amendment by the County is scheduled for May 9, 1995. DCA has been supportive of the Campus project from the onset.  

D. Does construction of the business facility trigger concurrency requirements other than for transportation facilities?  
   Yes  No  
   If so, explain:  

E. Does construction of the business facility trigger concurrency requirements for transportation facilities?  
   Yes  No  
   If yes, what transportation management alternatives have been considered?  

F. Does the adopted plan include an Economic Development Element?  
   Yes  No
G. Is the applicant's transportation project linked to other publicly funded economic development programs? If so, how does it further those efforts?

No.

H. Will low to moderate income workers be eligible for employment within this facility? ___ Yes ___ No

If not, why not?

VII. PROJECT INFORMATION

Location of Project (Road Number):
U.S.____ State _______County ____Moss Park____ City _______

Party responsible for maintenance and upkeep:
State____ County ____X____ City _______ (If more than one is applicable, please indicate.)

Total Length of Project: ___2.8___ mile(s)

Brief Description of Project:

Installation of a signalization system at the intersection of Narcoossees Road and Moss Park Road; Installation of signalization at the proposed project entrance; Replacement of the substandard width roadway bridge structure lying east of the OUC Railroad at the Lake Hart Branch Creek crossing; Realignment of a severe curve at the Moss Park Road/Wewahootes Road intersection and; Replacement of the inferior pavement structure on Moss Park Road between State Road 15 and Wewahootes Road and improvement of the inadequate roadside drainage system.

Is there an alternative that would provide more cost effective access to the project? ___ Yes ___ X No

Are there any additional traffic impacts? ___ Yes ___ X No If yes, does the project provide for additional impact?

___ Yes ___ No If no, please explain:

______________________________
VIII. TRAFFIC IMPACTS FOR PROJECTS INVOLVING STATE HIGHWAYS ONLY

Traffic generation estimates (in number of vehicles daily):

1. Number of Cars ______ Number of Trucks ______
   AM Peak Hour ____ a.m. to ____a.m.: Indicate Number of:
   2. Inbound Cars ______ Inbound Trucks ______
      Outbound Cars ______ Outbound Trucks ______
   PM Peak Hour ____ p.m. to ____p.m.: Indicate Number of:
   3. Inbound Cars ______ Inbound Trucks ______
      Outbound Cars ______ Outbound Trucks ______

If this application is for a city road, the city must agree to maintain the road. If a county road is involved, the county must agree to maintain the road. This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund.

DOT form, letter from applicant, letter from the benefiting company and a map showing the relationship of the facility to the transportation project must accompany this application.

Please type: Linda W. Chapin
(Number)
Orange County Chairman
(Title)

Signature: Linda W. Chapin
(Signature must be that of an elected city or county official)

Specific Authority 268.063, 120.53 (1) (a), F. S.
Laws Implemented 268.063, 120.53 (1) (a), F. S.
### Description of Moss Park Road Improvements

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Widen and Resurface(^1)</td>
<td>$300,000</td>
</tr>
<tr>
<td>Improve Ditches/Swales along both sides of Moss Park Road</td>
<td>$145,600</td>
</tr>
<tr>
<td>Realign Moss Park Road at Wewahootee Road Intersection</td>
<td>$417,500</td>
</tr>
<tr>
<td>Rebuild road in deteriorated sections</td>
<td>$220,500</td>
</tr>
<tr>
<td>Signal installations at intersections of Moss Park Road at Narcoossee Road</td>
<td>$140,000</td>
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<tr>
<td>and entrance to site</td>
<td></td>
</tr>
<tr>
<td>Replace bridge just east of OUC Railroad on Moss Park Road</td>
<td>$160,000</td>
</tr>
<tr>
<td>Construct left turn lane within Moss Park Road at entrance to site</td>
<td>$60,000</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$1,443,600</strong></td>
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<tr>
<td>Construction Contingency</td>
<td>$216,500</td>
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<tr>
<td>Surveying, Engineering &amp; Testing</td>
<td>$249,000</td>
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<tr>
<td><strong>TOTAL PROJECT DEVELOPMENT COST</strong></td>
<td><strong>$1,909,100</strong></td>
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### Participation Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Orange County Contribution</th>
<th>DOC Grant Requested(^1)</th>
<th>Total</th>
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<tbody>
<tr>
<td>Project Development Cost</td>
<td>$224,500</td>
<td>$1,684,600</td>
<td>$1,909,100</td>
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<tr>
<td>Project Right-of-Way Cost</td>
<td>61,200</td>
<td>0</td>
<td>61,200</td>
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<tr>
<td></td>
<td>$285,700</td>
<td>$1,684,600</td>
<td>$1,970,300</td>
</tr>
</tbody>
</table>

\(^1\) Incidental widening to provide minimum 24' of pavement and resurfacing.

\(^2\) Assumed substantial utility relocations are not required.
FLORIDA DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT
FOR SUBMISSION TO YOUR DOT DISTRICT SECRETARY'S OFFICE

IX. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE

Based on information provided with this application:

Estimated cost of construction: $ 1,660,100.00
Estimated cost of right-of-way: $ 61,200.00
Estimated cost of design and engineering: $ 249,000.00

Has design and engineering been completed? ______ Yes X No
Was cost overrun considered in total cost? X Yes ______ No
If yes, how much? $ 216,500.00

Is design in accordance with DOT specifications? ______
How many days estimated for completion? 270 days

DOT Comments: ____________________________________________

_________________________________________________________

(Signature of DOT)

The signature of FDOT only attests to EDTF transportation project cost estimates and does not commit FDOT to automatically approve any permits associated with this project.

* Orange County Design Standards will be utilized.