RESOLUTION

of the

ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS

regarding

ACCEPTING FUTURE MAINTENANCE AND ATTENDANT COSTS IN CONNECTION WITH THE WINDOOR INCORPORATED PROJECT

Resolution No. 2005-M-05

WHEREAS, the State of Florida Office of Tourism, Trade, and Economic Development, hereinafter referred to as "OTTED," has determined that physical improvements are necessary to facilitate the economic development of the State of Florida as contemplated in Section 288.063, Florida Statutes, and as set forth in the Economic Development Transportation Fund ("EDTF") application attached to one certain agreement between Orange County and OTTED, which agreement is attached hereto as Exhibit "1"; and

WHEREAS, Orange County is prepared to complete the transportation project described in the OTTED Agreement and the EDTF application at an estimated total cost of $1,993,297; and

WHEREAS, Orange County has entered into an agreement with OTTED.

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

Section 1. Orange County hereby assures OTTED that it will accept future
maintenance and attendant costs in connection with the transportation project described in the
OTTED Agreement attached hereto as Exhibit "1".

Section 2. 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 3. Effective Date. This resolution shall take effect immediately.

DONE AND RESOLVED this 1st day of February, 2005.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: [Signature]
Richard T. Crotty
Orange County Mayor

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

By: [Signature]
Deputy Clerk
STATE OF FLORIDA
OFFICE OF THE GOVERNOR
ECONOMIC DEVELOPMENT TRANSPORTATION TRUST FUND

AGREEMENT

This Agreement (OT05-068) is entered into this _____ day of ________________, 2005, between the State of Florida Office of Tourism, Trade, and Economic Development (OTTED) and Orange County, Florida (County) on behalf of WinDoor Incorporated (EDTF Business). OTTED and the County are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

WHEREAS, OTTED has determined that the transportation project described in the Economic Development Transportation Fund (EDTF) Application, incorporated by reference 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; and

WHEREAS, the County is prepared to complete the Project at an estimated total cost of $1,993,297; and

WHEREAS, OTTED is prepared to provide $1,181,900 toward the total project cost of construction of the transportation project described in Section 5.0.

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

1.0. PARTIES: The parties and their respective addresses for purposes of this agreement are as follows:
2.0 **Administrators:** The State EDTF Grant administrator is Wynnelle Wilson, Chief Analyst for Policy & Incentives. The County Agreement Administrator is Joseph C. Kunkel. All approvals referenced in this Agreement must be obtained in writing from the parties’ agreement administrators or their designees.

3.0 **Term:** The term of this Agreement shall commence upon execution and continue through January 8, 2007, 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.

4.0 **Commencement:** Unless terminated earlier, the construction of the Project shall commence no later than August 11, 2005, and shall be completed on or before January 9, 2006. OTTED shall have the immediate option to terminate this Agreement should the County fail to meet either of the above-required dates.

5.0 **Project Description:** The Project, identified as Project Number 05-00054, is described as follows and is in connection with the location of facilities by the EDTF Business:

Construction of a new road, approximately 2,428 linear feet
from the existing Aerospace Parkway to past the second
entrance to the proposed WinDoor site, including construction of a cul de sac at the end of the road for emergency turnaround.

6.0 **NOTICES:** All notices pertaining to this Agreement are in effect upon receipt by OTTED, 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 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.

7.0 **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 the introductory paragraph of this Agreement has secured the necessary permits, including but not limited to, building permits, and initiated vertical construction of the facilities referenced. If the County fails to provide such certification to OTTED by August 11, 2005, 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 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 Statues; 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.

7.1 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 no more than a quarterly basis consistent with project needs.

7.2 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 1.0 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.

7.3 **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 approved 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.

7.4 **UNEXPENDED FUNDS:** Upon termination or expiration of this Agreement, 
any funds made available by OTTED pursuant to this Agreement but not expended at that time 
shall be returned to OTTED. All investment earnings realized pursuant to Section 7.2 of this 
Agreement shall be returned to OTTED.

7.5 **ASSURANCES:** As an inducement to the transfer of funds referred to in Section 
7.1 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.

8.0 **DESIGN AND CONSTRUCTION STANDARDS:** The County agrees to 
design and construct the Project in accordance with standards developed 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. A professional
engineer, registered in Florida, shall provide the certification that all design and construction for
the Project meets the minimum construction standards established by DOT.

9.0 **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 of a State revenue shortfall, the total grant may be reduced accordingly. OTTED
shall be the final determiner of the availability of funds.

10.0 **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 Section 7.4 of this Agreement within 30 days of the termination of this Agreement.

10.1 **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 the following: (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.
11.0 **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 or any other applicable law or regulation shall be promptly refunded in full to OTTED. Acceptance by OTTED of any documentation or certifications, mandatory or otherwise permitted, that the County files 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.

12.0 **LEGAL REQUIREMENTS:**

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Each party will perform its obligations in accordance with the terms and conditions of this Agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

13.0 **PUBLIC ENTITY CRIME:** The County affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the County been convicted of a Public Entity Crime. The County agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14.0 **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 Agreement.

15.0 **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, ethnicity, race, religious belief, disability, national origin, or sex. The County shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The County shall insert similar provisions in all subcontracts for services by this Agreement.

The County affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the County been placed on the discriminatory vendor list ("List"). The County further agrees that it shall not violate such law and acknowledges and agrees that placement on the List during the term of this Agreement may result in the termination of this Agreement.

16.0 **ATTORNEY FEES:** Unless authorized by law and agreed to in writing by OTTED, OTTED will not be liable to pay attorney fees, interest, or cost of collection.

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

18.0 **PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

19.0 **ACCOUNTING, REPORTS, AND AUDITS:** The County agrees:
(a) To comply with all requirements found in Section 215.97, Florida Statutes, and the applicable audit and record keeping provisions contained in “Exhibit B,” attached to this Agreement and incorporated by reference herein.

(b) To include the audit and record keeping requirements from “Exhibit B” in contracts and subcontracts entered into by the County with any party for work required in the performance of this Agreement.

(c) 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.

(d) The County shall submit to OTTED a financial audit conducted by an independent certified public accountant, pursuant to Section 288.063(8), Florida Statutes, within three (3) months of the release of County’s annual audit.

20.0 PUBLIC RECORDS: OTTED may unilaterally cancel this Agreement in the event the QTI Business refuses to allow public access to materials made or received by the QTI Business in conjunction with this Agreement subject to the provision of Chapter 119, Florida
Statutes, unless as exempted pursuant to Sections 288.075, 288.1067, and/or 288.9520, Florida Statutes.

21.0 **LOBBYING:** Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

22.0 **MINORITY VENDORS:** The County is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The County shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the County shall submit a statement to this effect.

23.0 **SUBCONTRACTS:** The County shall be responsible for all work performed and all expenses incurred in connection with the Project. It is understood by the County that OTTED will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the County will be solely liable to the subcontractor. When contracting with subcontractors, the County must require subcontractors to indemnify and hold harmless the State of Florida for actions of the subcontractor resulting in personal injury or death, or destruction or damage to property, arising out of activities performed under this Agreement and shall investigate all claims at its own expense.
24.0 **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.

25.0 **INDEPENDENT CAPACITY:** The County shall act as an independent contractor and not as an employee of OTTED in the performance of this Agreement. The County agrees to take such steps as necessary to ensure that each subcontractor of the County will be deemed to be an independent contractor, and will not be considered or permitted to be an agent of the State of Florida.

The County will not pledge the State’s credit or make OTTED a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

26.0 **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 any time during the term of this Agreement. However, if 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 such request is made after the expiration of the above referenced date, OTTED shall have the option to terminate this Agreement.

27.0 **LIABILITY AND INDEMNIFICATION:** OTTED will not assume any liability for the acts, omissions to act, or negligence of the County, its agents, servants, or employees; nor will the County exclude liability for its own acts, omissions to act, or negligence to OTTED. In addition, the County agrees to be responsible for any injury or property damage resulting from any activities conducted by the County.
To the extent permitted by law, the County agrees to indemnify and hold OTTED harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement and will investigate all claims at its own expense. However, neither OTTED nor any agency or subdivision of the State of Florida waives any defense of sovereign immunity or increases the limits of its liability upon entering into this contractual relationship.

28.0 **NON-ASSIGNMENT:** Neither party may assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring will be null and void; provided, however, that OTTED will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the County. In the event that OTTED approves transfer of the County obligations, the County remains responsible for all work performed and all expenses incurred in connection with this Agreement.

29.0 **ENTIRE AGREEMENT:** This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. 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 an authorized officer of the County and the authorized officer of OTTED.

**DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.
IN WITNESS WHEREOF, by their signatures below, the signatories affirm the approval of all paragraphs contained herein, attest to their authority to bind their respective parties to this Agreement, and cause this Agreement to be executed.

STATE OF FLORIDA
EOG/OTTED

BY: __________________________
DATE: _______________________
TITLE: Deputy Director
ATTEST: _____________________

ORANGE COUNTY, FLORIDA

BY: __________________________
DATE: _______________________
TITLE: _______________________
ATTEST: _____________________

S:\CHawkins\AGRCNT\WinDoor Incorporated Agreement.rtf (12/13/04)
EXHIBIT A
STATE OF FLORIDA
ECONOMIC DEVELOPMENT TRANSPORTATION FUND
APPLICATION

Orange County
Unit of Government or Public Authority ("Applicant")
on behalf of

WinDoor, Inc.
Business Name

FOR EFI USE ONLY

Date Received 9/22/04
Date Completed 11/30/04
Project Number 05-00054

Submit Application To:

Enterprise Florida, Inc.
The Atrium Building, Suite 201
325 John Knox Road
Tallahassee, Florida 32303
850.488.6300 Fax: 850.922.9595
Application Instructions

1. Please carefully review all application materials. It is suggested that you contact Enterprise Florida at the address below to discuss your project and application before submitting a formal proposal.

2. Each application must be accompanied by the following:

   A. A letter from the applicant, signed by the chief elected official, to include:
      - Certification that the transportation project is not scheduled by the appropriate transportation planning organization during the company’s desired time frame,
      - Estimated capital investment by the company,
      - Reasonable estimate of projected employment to be created and/or retained by the company,
      - Reasons the transportation project is needed to support that employment,
      - Description of company’s primary activity and type of facility being planned, and
      - Statement of impact on local and/or state economy.

   B. A letter from the company on whose behalf the application is being submitted. The letter must be on company letterhead and include:
      - A statement of existing or anticipated transportation problem which constitutes an impediment to plans and that the problem will be solved by this project,
      - Amount of capital investment to be made by the company for new or expanding facilities,
      - Number of full-time permanent positions to be created or retained,
      - Average hourly wage (excluding benefits) of the jobs to be created or retained.
      - Description of primary business activity,
      - Identification of market area served. Additionally,

      (1) For a new facility locating in Florida, the letter must be signed by the President, CEO, COO, or Senior VP of Florida Operations and also include:
         - Statement of intent to locate in Florida and that only one Florida site is being considered requiring EDTF.
         - Statement of other sites outside of Florida that are being considered. Specifically, identify other states or countries outside of Florida that are being considered, and provide a summary of incentives other states have offered.
         - Statement of type of business facility or business activity being planned for Florida location.

      (2) For a company expanding in Florida, the letter must be signed by the manager of the existing facility and also include:
         - Statement of the planned expansion and the expansion will not occur if the transportation improvements are not made.
         - Statement that only one Florida site is being considered requiring EDTF.

Important Note: Pursuant to 288.063, F.S., EDTF funds cannot be used to induce a company to locate from one Florida community to another community in the state unless the Office of Tourism, Trade, and Economic Development determines that without such relocation the business will move outside this state or determines that the business has a compelling economic rationale for the relocation which creates additional jobs. Company must provide rationale in its letter.

Effective January, 2001
Revised 06-27-03
Statement of other sites outside of Florida that are being considered. Specifically, identify other states outside of Florida that are being considered, and provide a summary of incentives other states have offered.

(3) For a company expanding and remaining at its present location in Florida, the letter must be signed by the manager of the existing facility and also include:
- Statement that no other Florida site is being considered, and the expansion will not occur if the transportation improvements are not made.
- Statement that the company will remain at its present location if the transportation problem is alleviated.

(4) For a company remaining at its present location in Florida, but not creating any new jobs or making any capital improvements, the letter must be signed by the manager of the existing facility and also include:
- Statement that no other Florida site is being considered, and the facility will close or locate to another state if the transportation improvements are not made.
- Statement that the company will remain at its present location if the transportation problem is alleviated.
- Provide number of existing permanent full-time employees,
- Provide average hourly wages, excluding benefits.

C. A 1:24,000 (1 inch = 2,000 feet) U.S.G.S. quadrangle sheet which shows the transportation project and the company’s location site; and a small sketch or diagram (no more than 9 ½ by 14) showing all existing transportation facilities in proximity to the business project (clearly labeled), the business project property boundaries, the general outline of the facility(s) within the property (existing and proposed), all existing transportation entry points, and the proposed transportation project (clearly designated as the proposed project). The diagram need not be professional, and the scale may be rough, but it should be in sufficient detail to present the observer with a clear understanding of the current situation and the proposed project.

3. Any information and documentation that cannot be supplied in the space provided on the application form should be placed in a notebook or other presentation format. The material should be indexed, tabbed, or labeled with the number of the relevant question from the application form.

4. The completed and signed original application and eight (8) copies must be filed with:

   Enterprise Florida, Inc.
   The Atrium Building, Suite 201
   325 John Knox Road
   Tallahassee, Florida 32303
   850.488-6300   Fax: 850.922.9595

5. IMPORTANT NOTE: EDTF Funds must be approved by OTTED prior to the company making its final decision to locate, expand or remain in Florida.
ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and the Office of Tourism, Trade, and Economic Development's Economic Development Transportation Fund Guidelines.

I. APPLICANT

Government Applicant: Orange County, Florida

Government Federal Employee Identification Number: 59-6000773

Name of Primary Contact: Joe Kunkel

Title: Manager - Highway Construction Division

Address: 4200 S. John Young Parkway

Orlando, Florida 32839-9205

(City) (State) (Zip)

Telephone: 407-836-7930 Fax: 407-836-7714

Email address: joe.kunkel@co.orange.fl.us

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

Company: WinDoor, Inc.

Primary Contact: Jayne Whittenburg

Title: Controller

Address: 1978 Stanhome Way

Orlando, Florida 32804

(City) (State) (Zip)

Telephone: 407.481.8400 Fax: 407.481.0505

Email Address: jwhittenburg@windoorinc.com

Principal Business Activity: Window and Door Manufacturing

SIC Code Number: 332321 - Metal Window and Door Manufacturing

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

Date Construction Will Begin: April 2005

Date Company will be in Operation: February 2006

Estimated Square Feet of Facility: 300,000
Full-time Employment Generated/Retained:

<table>
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<tr>
<th>New</th>
<th>Retained</th>
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<td>100</td>
<td>200</td>
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(IMPORTANT NOTE: Grant request should not exceed $5,000 per job. Grants exceeding $5,000 per job may be approved when the project occurs in an economically distressed community and a further waiver of this guideline may be granted pursuant to the EDTF Program Guidelines.)

New Capital Investment Generated: $12,000,000

Briefly Describe the Facility (New or Existing) or the Expansion.

A new state-of-the-art cross-dock manufacturing facility to efficiently manage the inflow of materials and to the outflow of finished product for delivery.

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

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

WinDoor, Inc. is at capacity in their existing facilities and unable to meet the demand for their product, and as a result, they are losing market share to their competitors. At their present location, they are unable to expand their facility. Presently, WinDoor is utilizing additional off-site warehouse space for material and product storage. WinDoor needs a state-of-the-art, cross dock, production facility with enough capacity to meet their growing demand of customers in their industry.

International Corporate Park is the only option for WinDoor to stay in Metro Orlando, considering the cost of land, effects on employee retention (proximity to key existing employees), and land for future expansion in the park.

Presently, there is no road access to WinDoor's proposed 20-acre site. This proposed (19.98 acre) site is the only industrial lot of its size that International Corporate Park has could prepare for development in order to meet WinDoor's tight time table.

B. Briefly describe the transportation project that will alleviate the transportation problem.

The subject road of 2,428 linear feet will connect the existing Aerospace Parkway to WinDoor's proposed site.

The 36 foot wide road will contain a bi-directional turn lane, and consist of a stabilized sub-grade, a 10 inch limerick base, 2 inches of S-1 concrete asphalt, and 5/8 inch friction course. Each side of the road will be lined with 24 inch, Type "F" curb and gutter.

The roadway will stay clear of environmentally sensitive areas.
C. Estimated Cost of the Transportation Project:
   Construction: $1,216,523
   Right-of-Way: $579,306 from the developer
   IMPORTANT NOTE: Right-of-Way cost may be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.
   Design & Engineering: $158,677
   TOTAL COST: $1,954,506

D. Transportation Project Funding Sources:
   City: $0
   County: $193,300
   Company: $0
   Other: $579,306 (right-of-way from the developer)
   Please specify: Land owner/developer
   Request from the Economic Development Transportation Fund
   ($2,000,000 maximum): $1,375,200 $1,181,900 eligible costs
   TOTAL COST: $1,954,506

   (NOTE: The total costs must equal the sum in items C and D)

E. Estimated Number of Days to Construct the Transportation Project: 150 days

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
   C. Located in a Front Porch Community? _____ Yes X No
   D. Located in a REDI County? _____ Yes X No
   E. County population of 75,000 or less? _____ Yes X No
   F. City population of 10,000 or less? _____ Yes X No
   G. City population over 10,000 but less than 20,000? _____ Yes X No
   H. Located on Brownfield Site or in a Brownfield Area? _____ Yes X No
V. SELECTED ECONOMIC INDICATIONS

A. Unemployment Rate of the local unit: 4.5%
Identify local unit (e.g., county, city or census tract): Orange County
State Rate: 5.6%
Information Source and Date of Source: U.S. Department of Labor, BLS 2003

B. Per Capita Income of the local unit: $33,493
Identify local unit (e.g., county, city, or census tract): Orange County
State Per Capita Income: $31,817

Poverty Rate of the local unit: 12.1%
Identify local unit (e.g., county, city, census tract): Orange County
State Rate: 12.5%
Information Source and Date of Source: U.S. Census Bureau (2000)

IMPORTANT NOTE: Only Creditable Government Sources can be accepted e.g., Latest U.S. Census Data, or Florida Statistical Abstract Data, or Florida Department of Labor and Employment Security Data.

VI. OTHER CONSIDERATIONS

A. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes? X 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? Industrial

C. Are the transportation project and business facility consistent with the adopted local government comprehensive plan? X Yes No
If not, describe the inconsistency and give the time frame for amending the plan:

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

I. What role will the transportation project play in the decision of the business to locate, expand, or remain in this state?  
   Without the addition of this road, WinDoor, Inc. will relocate their operations to Valdosta, Georgia.

J. Is there documented competition for this project?  
   ___ Yes ___ No

   IMPORTANT NOTE: If there is no documented competition, the project is not eligible.

   (Check all that apply.)

   State(s)  Georgia (Valdosta/Lowdnes County)
   Summarize Incentive(s):
   Land, new facility, utility connections and all development soft cost at no cost to the WinDoor, Inc., also customized workforce training for new hires

   Country(ies)  None
   Summarize Incentive(s):

   Florida Community(ies):  None
   Summarize Incentive(s):
VII. PROJECT INFORMATION

Location of Project (Provide Road Number, if applicable):
US: ______ State: Florida County: Orange City: -

Party responsible for maintenance and upkeep:
State: ______ County Orange City Other ______
(If more than one is applicable, please indicate.)

Total Length of Project: 2,428 linear feet

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

1. Traffic generation estimates (in number of vehicles daily):
   Number of Cars _______ Number of Trucks _______

2. AM Peak Hour ______ a.m. to ______ a.m.-Indicate Number of:
   Inbound Cars _______ Inbound Trucks _______
   Outbound Cars _______ Outbound Trucks _______

3. PM Peak Hour ______ p.m. to ______ p.m.-Indicate Number of:
   Inbound Cars _______ Inbound Trucks _______
   Outbound Cars _______ Outbound Trucks _______

IX. SIGNATURE: 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 on Page 7, 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.

Richard T. Crotty
Orange County Chairman

Specific Authority & Laws Implemented: 288.063, 120.53 (1) (a), F. S.
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT
FOR SUBMISSION TO YOUR DOT DISTRICT SECRETARY'S OFFICE

IMPORTANT NOTE: Applications submitted without this completed page are incomplete and will not be processed until the applicant submits to Enterprise Florida, Inc.

X. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE

Based on information provided with this application:

Estimated cost of construction: $1,255,115
Estimated cost of right-of-way: $579,505
Estimated cost of design and engineering: $158,677

Has design and engineering been completed? Yes × No

Was cost overrun considered in total cost? × Yes ___ No

If yes, how much? 157,189

Is design in accordance with DOT specifications? Yes

How many days estimated for completion?

DOT Comments: Estimate includes $64,000 for sidewalk.

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.
Windoor Facility

INTERNATIONAL CORPORATE PARK
USGS Quadrangle Map
October 19, 2004

Source:
Narcoossee NW
October 13, 2004

Marty Wilson
Incentives Manager
Enterprise Florida, Inc.
The Atrium Building, Suite 201
325 John Knox Road
Tallahassee, Florida 32303

Re: Road Fund Grant – WinDoor, Inc.

Dear Ms. Wilson:

Orange County is pleased to submit the attached application for the State of Florida’s Economic Development Transportation Fund Grant, on behalf of WinDoor, Inc. A local manufacturer of heavy commercial glass doors and windows, WinDoor has outgrown their existing facility and has no room to expand their facility on property. Due to an aggressive inducement package from the City of Valdosta, Lowndes County and the State of Georgia, WinDoor is seriously considering relocating their existing operations (100 employees) and expanding (200 new jobs) out of state.

In their efforts to remain in Metro Orlando, WinDoor, Inc. has located a potential site at the International Corporate Park (ICP), near the Beeline Expressway in east Orange County. At present, there is no road access to this site.

The attached application is to fund the design and construction of an access road to WinDoor’s proposed site. This improvement will provide a 36 foot wide, cul-de-sac road, 2,428 feet in length, giving WinDoor both adequate car and truck access to their proposed site. Without the proposed access road, WinDoor will not expand at ICP and move all operations to Georgia. The construction of this road is not scheduled on the Orange County’s five-year capital improvement plan.
WinDoor, Inc. presently has approximately 100 employees, with an average wage of $16.79 per hour, which is greater than that of Orange County or the State of Florida. They also plan to add 200 new jobs in the next three years. If WinDoor chooses to expand in Florida, they would invest nearly $10 million in a new, 300,000 square foot production facility, and an additional $1.5 million in new capital equipment. Such an expansion would have a major impact in an area of the county that has seen little growth.

Considerable growth has taken place approximately ten miles to the north of ICP, in the area around the University of Central Florida and the Central Florida Research Park. Orange County has committed to extending Alafaya Trail south from the UCF area to the Beeline Expressway (S.R. 528) at ICP. Also, the Orange County Research Park Authority and ICP have agreed to expand the Central Florida Research Park in a satellite location in the northwest section of ICP, bridging the strong growth both the near UCF and the Orlando International Airport, eight miles to the west of ICP. WinDoor's facility will be the first development at International Corporate Park, which was approved nearly two decades ago.

Moreover, Orange County is very excited about retaining a growing manufacturer in the State of Florida.

Sincerely,

Richard T. Crotty
Orange County Chairman

Attachment
October 6, 2004

Marty Wilson
Enterprise Florida
325 John Knox Road
The Atrium Building, Suite 201
Tallahassee, Florida 32303

RE: 300,000 Square Foot Manufacturing Facility
International Corporate Park

Dear Ms. Wilson:

I would like to thank you for meeting with us on Wednesday, September 22nd at International Corporate Park (ICP). As discussed, WinDoor, Inc. manufactures a wide variety of heavy commercial sliding glass doors and fixed glass window systems. These systems are also used in high-end homes. We are in the process of planning and engineering seven (7) new product lines. With the new products and our expanding customer base into Texas, Alabama, Mississippi and North and South Carolina, it has become necessary to expand our existing facility to accommodate the anticipated growth. With the recent requests for our products in Arizona, Colorado and New York, our sales are no longer tied primarily to the State of Florida.

We currently have approximately one hundred (100) employees and will be adding an additional fifty (50) people by the end of 2005. By the end of 2007, we anticipate our total number of employees to reach three hundred (300) which will result in two hundred (200) new jobs being created. Based on the current average hourly rate of $16.79, the estimated annual payroll in 2005 will equal $5,238,480 and in 2007 will equal $10,476,960. A new 300,000 square foot manufacturing facility will provide WinDoor, Inc. the capacity to increase our employee base to between four hundred (400) and four hundred and fifty (450) in a single shift.

Construction of a new, 300,000 square foot facility will cost about $9,500,000. Our current plant equipment costs total approximately $700,000 which would be transferred to the new location. Within the first twelve (12) month period, we anticipate $300,000 in additional plant equipment along with an estimated $1,200,000 for equipment relating to our new product lines.
WinDoor, Inc. is currently reviewing a draft letter of intent from Valdosta-Lowndes County Industrial Authority. A copy is attached; however below is a brief outline of the proposal. It is as follows:

1) 30 acres within Azalea West Industrial Park at no cost.
2) Own, equip and lease the facility to WinDoor, Inc. for 10 years with an option to purchase.
3) Survey the property at no cost.
4) Extend water and sewer lines at no cost.
5) Reserve a panel on the park sign for WinDoor, Inc.
6) Assist with permitting and waive fees.
7) Job service training.
8) Facilitate and coordinate any and all incentives.
9) Waive legal and administrative fees.
10) Provide soil boring tests at no cost.

Upon further conversations with the GDED, they have considered increasing the concession of land from thirty (30) for forty (40) acres. The State of Georgia is also considering additional incentives.

The ICP site is the only location in the State of Florida that we are considering for WinDoor, Inc. Because of the time restrictions, we must be ready to move our equipment to the new facility in March 2006. The ICP site is one of the few in the Orlando/Orange County area that can provide a site ready in our time frame. The ICP location is ideal for our facility because of the close proximity to the Orlando International Airport and the Alafaya Trail extension. This location will allow us easy access to I-95, I-4 and I-75 without being affected by local traffic congestion. Geographically, the ICP site offers the least amount of disturbance to our existing employment base, relative to comparably price sites in Metro Orlando. Furthermore, ICP can offer the option on additional acreage adjacent to the current site for a possible future expansion of another 300,000 square foot facility.

In order for us to expand our facility to the ICP location and stay in this area, it is necessary that the transportation improvements be made. Currently, there is no access to the selected site; therefore, a road must be built to access the proposed site.

I sincerely hope that you will give this serious consideration. If you have any questions, please do not hesitate to call me.

Sincerely,

R. Frank Lukens, Jr.
President

Enclosure

Cc: Jonathan Gemmen
September 16, 2004

Ms. Marty Wilson
Incentives Manager
Enterprise Florida, Inc.
The Atrium Building, Suite 201
325 John Knox Road
Tallahassee, Florida 32303

Re: Road Fund Application-Windoor, Inc.

Dear Ms. Wilson:

We recently heard of Windoor, Inc.‘s need to expand their operations to meet the growing demand of their customers. We are proud of the great success they have seen while located in the City of Orlando over the past several years.

Though we are disappointed that they cannot find a suitable site for their expansion in the City of Orlando, we do support their relocation to Orange County and their Economic Development Transportation Fund Application to the State of Florida. Please let me know if I can be of further assistance.

Sincerely,

Brooke R. Bonnett
Business Development Division Manager

Cc: Jonathan Gemmen, Metro Orlando Economic Development Commission
EXHIBIT B
EXHIBIT B

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Office of Tourism, Trade, and Economic Development (OTTED) to the County may be subject to audits and/or monitoring by OTTED, as described in this section.

MONITORING

By entering into this agreement, the County agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OTTED. In the event OTTED determines that a limited scope audit of the recipient is appropriate, the County agrees to comply with any additional instructions provided by OTTED to the County regarding such audit. The County further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. The County shall permit access to the County’s records and independent auditor’s working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. In the event that the County expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $500,000 in any fiscal year of the County, the County must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.550, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the County shall consider all sources of State awards, including State funds received from OTTED, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration.

2. In connection with the audit requirements, the County shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550, Rules of the Auditor General.

3. If the County expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that the County expends less than $500,000 in State financial assistance in its fiscal year, the County agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. The County shall permit access to the County’s records and independent auditor’s working papers as necessary to comply with the requirements of this Agreement.
3. The County must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by the County for work required under terms of this Agreement. In the executed subcontract, the County shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. 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 onsite visits. The County shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, and the Auditor General access to the sub-recipient’s records and independent auditor’s working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the County should access the website located at http://www.fsaa.state.fl.us/ for assistance. The CFSA number for this project is: 31.002.

REPORT SUBMISSION
Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and the County’s response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Ms. Marcia Campbell  
Sharpton, Brunson and Company, P.A.  
215 South Monroe Street, Suite 600A  
Tallahassee, Florida 32301

and

State of Florida Auditor General  
Attn: Ted J. Sauerbeck  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450