RESOLUTION

of the

ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS

regarding

ACCEPTING FUTURE MAINTENANCE AND ATTENDANT COSTS IN CONNECTION WITH THE WHIRLPOOL, INC., TRANSPORTATION PROJECT

Resolution No. 2007-M-15

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 "A"; and

WHEREAS, Orange County is prepared to complete the transportation project described in the OTTED Agreement and the EDTF application.

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

Section 1. Pursuant to Section 7.0(a) of the OTTED Agreement that is attached hereto as Exhibit "A," Orange County hereby assures OTTED that it will accept future
maintenance and attendant costs occurring after completion of the transportation project described in the OTTED Agreement attached hereto as Exhibit "A" for the portion of the project in the County system.

Section 2. This resolution shall take effect immediately.

DONE AND RESOLVED this 8th day of May, 2007.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Richard T. Crotty
Orange County Mayor

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

By: Deputy Clerk
AGREEMENT

This Agreement (OT05-149) is entered into this 9 day of November, 2005, between the State of Florida Office of Tourism, Trade, and Economic Development (OTTED) and Orange County (County) on behalf of Whirlpool Corporation (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 $1,115,061; and

WHEREAS, OTTED is prepared to provide $550,000 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:

**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**  
**POST OFFICE BOX 1393**  
**ORLANDO, FL 32802-1393**  
**FAX: 407-836-5879**

2.0 ADMINISTRATORS: The State EDTF Grant administrator is Wynnelle Wilson, Chief Analyst for Policy & Incentives. The County Agreement Administrator is Luis A. Alvan, P.E. 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 March 14, 2008, 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 September 20, 2006, and shall be completed on or before March 14, 2007. 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 05-00130, is described as follows and is in connection with the location of facilities by the EDTF Business:
Construct a rail spur (approximately 1,470 linear feet in length) from the CSX main line to the EDTF Business property line and a switching spur (approximately 500 linear feet in length) off the rail spur; relocate and construct a new access road to the south of the existing access road (approximately 410 linear feet in length); and, realign the median and construct deceleration lanes on Orange Avenue at the site of the new access road.

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 September 20, 2006, 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 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 4.0 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 Sections 7.4 and 11.0 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 contract.

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. 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 the County’s annual audit.

20.0 PUBLIC RECORDS: OTTED may unilaterally cancel this Agreement in the event the County refuses to allow public access to materials made or received by the County in conjunction with the 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 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.

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 a 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: 11/9/05  
TITLE: Deputy Director  
ATTEST: ________________________

**ORANGE COUNTY**  

BY: ___________________________  
DATE: 10.25.05  
TITLE: County Administrator  
ATTEST: ________________________
EXHIBIT A
STATE OF FLORIDA
ECONOMIC DEVELOPMENT TRANSPORTATION FUND
APPLICATION

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

on behalf of

Whirlpool Corporation
Business Name

FOR EFI USE ONLY

Date Received          Date Completed

Project Number

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.
• 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: Luis Alvan

Title: Sr. Engineer – Public Works Engineering Division

Address: 4200 S. John Young Parkway

Orlando Florida 32839-9205
(City) (State) (Zip)

Telephone: 407-836-8030 Fax: 407-836-8024

Email address: luis.alvan@ocfl.net

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

Company: Whirlpool Corporation

Primary Contact: Lee E. Kobza

Title: Real Estate Asset Manager – North America

Address: 2000 North M-63 (MD – 1211)

Benton Harbor, MI 49022
(City) (State) (Zip)

Telephone: (269)923-0208 Fax: (269)923-4525

Email Address: lee_e_kobza@whirlpool.com

Principal Business Activity: Appliance Manufacturer & Distributor

SIC Code Number: 5064

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

Date Construction Will Begin: July 1, 2005

Date Company will be in Operation: April 15, 2006

Estimated Square Feet of Facility: 500,000

Full-time Employment Generated/Retained:

New 22 Retained 98
New Capital Investment Generated: $19.25 Million

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

A 500,000 s.f. regional distribution center with rail service and 10,000 s.f. of office space.

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.

Whirlpool presently occupies a 229,000 square foot regional distribution facility in Orlando Central Park, with no rail access. In the last few years, they have expanded with two overflow facilities nearby. Whirlpool has proposed a 500,000 square foot build-to-suit to achieve this consolidation and increase efficiency.

The development which the purposed site is a part of is adjacent to the CSX rail line but does not have a rail spur to serve the industrial park. Rail access is critical to Whirlpool's expansion. Whirlpool's logistics model has nearly 30% of their in-bound product arriving via rail by 2007. Without rail access to this site, it will not meet their criteria.

Additionally, no roadway exists to provide access to the proposed site on and off of Orange Avenue. The existing curb cuts on the newly widened Orange Avenue allow ingress and egress to a narrow dirt road which allows access to the aforementioned site, an adjacent substation, and two other sites to the north. Furthermore, his narrow dirt service road is surrounded by four power poles where it intersects Orange Avenue.

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

An approximately 1,470 foot industrial lead track is needed from the CSX single track mainline to the purposed site, along with the appropriate mainline switch. Additionally, an approximately 500 foot switching spur and its appropriate switch are stipulated by CSX. Whirlpool's facility will be located at the terminus of industrial lead track. Whirlpool will construct, at their own expense, a sidetrack off of the industrial lead track, giving them rail side access to their building. The installation of the industrial lead track will open up two additional industrial sites with rail service; each of the sites is approximately 9 acres. As shown in the accompanying site plan,
the two other sites are accessed via rail between the proposed mainline switch and Whirlpool’s site.

Additionally, approximately 1,000 feet of paved deceleration lanes in Orange Avenue and a 125 foot median cut are necessary for trucks to ingress and egress Orange Avenue. Also, the dirt service road needs to be realigned and constructed in order to access Whirlpool’s site, the adjacent OUC sub-station, the Kissimmee Utility Authority property, the Orange County lift station tract, Progress Energy’s easement that leads to their sub-station, as well as the property owner to the north. This proposed access road will be 30 feet wide and approximately 410 linear feet.
C. Estimated Cost of the Transportation Project:

Construction: $946,061

Right-of-Way: $169,000

*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: $ included in above

TOTAL COST: $1,115,061

D. Transportation Project Funding Sources:

City: $ N/A

County: $169,000 of right-of-way

Company: $384,061

Other: $12,000

Please specify: Progress Energy

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

$550,000

TOTAL COST: $1,115,061

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

E. Estimated Number of Days to Construct the Transportation Project: 180

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

Effective January, 2001
Revised 06-27-03
V. SELECTED ECONOMIC INDICATIONS

A. Unemployment Rate of the local unit: 4.2%

Identify local unit (e.g., county, city or census tract): Orange County
State Rate: 4.4%

Information Source and Date of Source: U.S. Department of Labor, BLS 2005

B. Per Capita Income of the local unit: $27,695

Identify local unit (e.g., county, city, or census tract): Orange County
State Per Capita Income: $29,758

Information Source and Date of Source: Bureau of Economic Analysis (2002)

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:
Does construction of the business facility trigger concurrency requirements for transportation facilities? 

Yes X No

If yes, what transportation management alternatives have been considered?

E. Does the adopted plan include an Economic Development Element? 

X Yes No

F. Is the applicant's transportation project linked to other publicly funded economic development programs? If so, how does it further those efforts?

No

G. Will low to moderate-income workers be eligible for employment within this facility? 

X Yes No

If not, why not?

H. What role will the transportation project play in the decision of the business to locate, expand, or remain in this state?

Integral. Rail access is an increasing part of Whirlpool's distribution plans and no new distribution centers will be constructed by the company that does not have rail access. The utilization of the new 60 foot box cars makes distribution in bulk by rail cars economically superior to truck transportation. This advantage will only increase as the cost of oil continues to increase.

Whirlpool has an existing Regional Distribution Center (RDC) in Atlanta, and just like the existing Orlando RDC, it does not have rail access. In the next two years, Whirlpool will be relocating its Atlanta operation to another, larger site that has rail access. If they are unsuccessful in placing their Orlando RDC on Orange Avenue, Whirlpool plans would be to build an extremely large (minimally 1,500,000 square feet) rail-served RDC in south Georgia, thus replacing the two existing RDCs in Atlanta and Orlando.

In this case, both Atlanta and Orlando would each need a Local Distribution Center (LDC). Such operations are freight forwarding centers, operated out of single loaded, leased warehouse property. The Orlando LDC would be approximately 15,000 square feet and employ approximately 10 people.
1. Is there documented competition for this project?  
   X Yes ___ No

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

(Check all that apply.)

State(s) ______ Georgia

Summarize Incentive(s):

Job creation tax credits (up to $4,000 per job), job training grants, transportation infrastructure grants, day care subsidies.

Country(ies) ________________:

Summarize Incentive(s):

Florida Community(ies): ____________________:

Summarize Incentive(s):
VII. PROJECT INFORMATION

Location of Project (Provide Road Number, if applicable): Northeast Corner of the intersection of S. Orange Ave. (C.R. 527) and the Central Florida Greeneway (S.R. 417)

US: ______ State: Florida County: Orange City: ______

Party responsible for maintenance and upkeep:
State: ______ County Orange County City: ______ Other: ______

(If more than one is applicable, please indicate.)

Total Length of Project: 1,470 feet of industrial lead rail track, 500 feet of switching spur track, approximately 1,000 feet of deceleration lanes on Orange Avenue, and 410 feet of truck traffic rate access road on and off Orange Avenue.

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 120  Number of Trucks 250

2. AM Peak Hour 4:00 a.m. to 7:00 a.m.—Indicate Number of:

   Inbound Cars 60  Inbound Trucks 0
   Outbound Cars 0  Outbound Trucks 125

3. PM Peak Hour 2:00 p.m. to 5:00 p.m.—Indicate Number of:

   Inbound Cars 60  Inbound Trucks 125
   Outbound Cars 60  Outbound Trucks 40

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

(Type_Name)
Orange County Mayor

Signature of an elected city or county official)

Specific Authority & Laws Implemented: 288.063, 120.53 (1) (a), F. S.
Effective January, 2001
Revised 06-27-03

11 of 29
**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:

<table>
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<tr>
<th>Cost Category</th>
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<tr>
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<tr>
<td>Estimated cost of right-of-way</td>
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<tr>
<td>Estimated cost of design and engineering</td>
<td>$27,800.00</td>
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</tbody>
</table>

- Has design and engineering been completed? _YES _NO
- Was cost overrun considered in total cost? _YES _NO
  - $27,439.25

- Is design in accordance with DOT specifications?  

- How many days estimated for completion?

- DOT Comments: Based on the information provided, we agree with the estimate.

---

**Effective January, 2001**

- **Revised 05-27-03**
- **Reviewed 09/16/03**

---

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.
**Preliminary Opinion of Probable Cost**

**Whirlpool Orlando Rail Improvements Off Site**

Date: 4/22/2005

Transystems Corporation
4500 Salisbury Road, Suite 300
Jacksonville, FL 32216

<table>
<thead>
<tr>
<th>Rail Cost</th>
<th>Quantity</th>
<th>Unit</th>
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<th>Total</th>
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<td>153,185</td>
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<td>each</td>
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<td>Inft</td>
<td>105</td>
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<tr>
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<td>Inft</td>
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<td>52,500</td>
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<tr>
<td>Sub Ballast</td>
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<td>Inft</td>
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<td>Fiber Optic line crossing</td>
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</table>

Name
Signed

Date
Sr. Rail Specialist

16 of 29
Preliminary Opinion of Probable Cost
Whirlpool Orlando Rail Improvements On & Off Site

Date: 4/27/2005

Transystems Corporation
4500 Salisbury Road, Suite 300
Jacksonville, FL 32218

<table>
<thead>
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<tr>
<td>2nd Rail Switch</td>
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<td>35,000</td>
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<td>Jet fuel Line Crossing</td>
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Name [Signature]
Signed [Signature]
Date 4/27/2005
Sr. Rail Specialist
WHIRLPOOL ORLANDO RDC  
PRELIMINARY OPINION OF PROBABLE COST  
INTERSECTION IMPROVEMENTS WITHIN ORANGE AVENUE RIGHT-OF-WAY

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<td>$202,525.50</td>
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</table>

Note: The proposed improvements are graphically depicted on the attached Exhibit 1.
ORANGE AVENUE (CR. 527)

PROGRESS ENERGY ESM'T.

TRACT 1/4 OPEN SPACE ACCESS (0.43 Ac.)

ORANGE CO. LIFT STATION

TRACT PROGRESS ENERGY ESM'T.

LOT 1 BOUNDARY

50'

UTILITY EASEMENT 70' UE

SCALE: 1" = 100'

EXHIBIT 1
WHIRLPOOL ORLANDO RDC

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors
Suite 1560 Eola Park Centre 200 E. Robinson St. Orlando, Florida 32801 (407) 422-8062
WHIRLPOOL ORLANDO RDC
PRELIMINARY OPINION OF PROBABLE COST
PUBLIC DRIVEWAY IMPROVEMENTS

<table>
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<td>Maintenance of Traffic</td>
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Subtotal Site Preparation $59,817.50

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Subtotal Paving $31,870.00

Subtotal Earthwork, Drainage & Paving $91,687.50
Engineering, Surveying & Testing $12,500.00
Contingency 10% $10,418.75
TOTAL $114,606.25

Note: The proposed improvements are graphically depicted on the attached Exhibit 1.
Crystal Sircy

From: Jonathan Gemmen [Jonathan.Gemmen@OrlandoEDC.com]
Sent: Wednesday, June 01, 2005 12:48 PM
To: csircy@eflorida.com
Subject: Whirlpool - Out of State Exports

Crystal:

Thanks for taking time out to talk this morning. Our conversation has given me a deeper understanding of the difficulties of this project. As mentioned this morning, I have enclosed an excerpt of an e-mail from one of Whirlpool’s partners, Doug Reardon of Exxcel Project Management. This may shed some additional perspective on the low amount (or no amount) of product which is exported out of state, they high percentage which is still imported into the Florida, and how the addition of a rail-sided facility in Orlando may change that dynamic.

Again, thank you for your hard work and overall tolerance as it relates to this project

Jonathan

The second point had to do with the export of product out of the state. Right now the distribution warehouses Whirlpool has in Florida do not have sufficient capacity to handle Florida let alone export out of the state. About 60% of the product Whirlpool is distributing in Florida is coming from distribution facilities out side of Florida. The building of the proposed facility would take business which is currently being done in Georgia and moving it to Florida. Is it possible when the proposed facility is complete that product will be exported out of the state. Today it is not even a consideration. And although it is possible but it is not likely it will not likely be greater than 5% unless the rail factor becomes an even bigger issue. I believe since the number does not come close to the 50 % thresh hold no number was even presented. However that aside, the logistics people at Whirlpool indicated, Product could come from Mexico to Orlando by rail and pass through states to the north and than be shipped by truck north to distribution points with out rail. This is all the more likely due to the recent increases in the cost of fuel and the fact that there are a lot of trucks coming into the State of Florida full but not a lot product shipped north from Florida hence truck rates are relatively inexpensively shipping north compared to other shipping routes. Until this distribution facility is built Whirlpool is not looking at all of the logistics combinations and permutations which are possible.

Although one possibility is receiving some discussion which I am not sure was included in the submission. With the inability of product to be quickly-off loaded at the west coast ports from points further west due to the high demand for dock space, Whirlpool is studying the possibility of shipping their parts which their Ohio manufacturing facilities presently import from the Orient through the Panama canal to Jacksonville by inter modal and trucking the containers to Orlando. Once in Orlando, 3.5 inter-modal containers will fit in one box car. The box cars shipped to the Orlando facility would be unloaded and reloaded the same day with parts sending the cars right back to the manufacturing facility from whence they came without the requirement of an extra car movement. We are presently working with the Clyde Ohio facility which is the largest Washing machine manufacturer in the world. They will receive 6 cars per day from their manufacturing unit in Mexico and the same 6 cars will be unloaded and reloaded with Washing Machines to be sent back to Mexico to be warehoused, distributed and retailed from the Mexico Manufacturing distribution facility. This logistics approach makes it cost effective to manufacture washing machines in Ohio and ship them to Mexico to be sold. The rail road views this logistics approach not as 30 cars per day (6 cars per day times 5 days) but equivalent to 60 cars a week - 30 full cars inbound per week and 30 cars full out bound but only the switching of 30 cars per week.
The last point I would like to make and which was touched upon above is that 60% of the product coming into the Florida market is coming from distribution facilities outside the state of Florida. I saw the proposed Orlando facility taking that product from those out of Florida facilities and Florida being the beneficiary of this additional commerce. Now with Whirlpool’s lease extension negotiations in the last 10 days with their existing facility landlord, I view the situation differently and suggest that Florida view the facts differently – 60% of the product Whirlpool distributes within the state is warehoused outside the state. With the delay in this decision, Whirlpool has the ability today to delay their decision up to a year or two and consider other options among the alternatives; one which is keep the warehousing of that 60% of product north of the Florida state line....

Jonathan Gemmen
Director, Business Recruitment
Metro Orlando Economic Development Commission
Phone: 407.422.7159 x210
Fax: 407.425.6428
jonathan.gemmnen@orlandoedc.com
May 9, 2005

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

Re: Road Fund Grant – Whirlpool

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 Whirlpool, the world’s leading manufacturer of home appliances. Whirlpool has outgrown their existing regional distribution center (RDC) at 2351 Investors Row in Orlando Central Park, which does not have rail access. They have also outgrown two additional overflow spaces nearby and need to consolidate operations.

Whirlpool has located a potential site in southern Orange County, near the intersection of the Central Florida Greeneway (S.R. 417) and S. Orange Avenue. Though this site has a number of favorable aspects for Whirlpool, it has two specific challenges. First, although a CSX rail line runs nearby, there is no available rail access for any of the sites in the industrial park. Second, the only vehicle access to the industrial park is a narrow dirt road adjacent to the northern end of the property.

The attached application is to fund the design and construction for 1,470 feet of industrial lead track off of CSX’s mainline, which allows Whirlpool the ability to construct a rail connection to their building, which would include a 500 foot switching spur and appropriate switch, as stipulated by CSX. In addition, intersection improvements on Orange Avenue will occur. This will include
deceleration lanes, which are necessary for trucks to ingress and egress Orange Avenue, and construction of a service road to allow access to Whirlpool's site, as well as the adjacent OUC sub-station, the Kissimmee Utility Authority property, the Orange County lift station tract, a Progress Energy sub-station, as well as the property owner to the north. This new access road is 30 feet wide and approximately 410 linear feet. None of the aforementioned improvements are scheduled in Orange County's five-year capital improvement plan.

Whirlpool presently has approximately 100 employees, with an average hourly wage of $16.41, which is greater than that of the State of Florida. They also plan to add 22 new jobs in the next three years. If Whirlpool chooses to expand in Florida, they would invest nearly $20 million in a new, 500,000 square foot state-of-the-art distribution facility, with the capacity to expand to 750,000 square feet. Such an expansion would have a major impact in an area of the county that has seen little job growth.

Orange County has agreed to vacate and donate 1.29 acres of unusable right-of-way to enable Whirlpool's development to occur, with the understanding that they will use the remnant of that piece for landscaping to enhance the site's appearance along Orange Avenue. This will further compliment the significant investment that has already been made by the County. Last fall, Orange County completed a $21 million roadway expansion of South Orange Avenue to six lanes. In the process, we realigned Orange Avenue, decreasing the severity of the curves in the roadway and thereby making Orange Avenue a much more viable route for commerce.

Orange County is excited about retaining and growing an employer with good wages and benefits in the State of Florida. These jobs will help support economic diversity in our community and in this state.

Thank you for your consideration.

Sincerely,

Richard T. Crotty
Orange County Mayor

Attachment
April 29, 2005

Metro Orlando Economic Development Commission
Attn: Jonathan Gemmen, Director of Business Development.
301 East Pine Street – Suite 900
Orlando, FL 32801

Dear Jonathan:

As you already know, Whirlpool Corporation’s intention is to consolidate its Orlando, Florida regional distribution operations. Currently, Whirlpool is operating out of three separate facilities totaling 472,950 square feet of space and making base rent payments of $1,700,965 annually. The first alternative under consideration to solve this problem is to build a new distribution center in Florida to consolidate activities.

The site we have chosen to focus on is located on Orange Avenue just west of the CSX railroad line and just north of Highway 417 in Orange County. There are however, several concerns regarding this piece of property, namely rail and road access, which is currently non-existent. It would be impossible for us to even consider purchasing this property without assurances that adequate rail and road services will be provided.

Whirlpool Corporation, a Fortune 200 company, is the world’s leading manufacturer and marketer of major home appliances, with annual sales of over $12 billion, with 68,000 employees, and nearly 50 manufacturing and technology research centers around the globe. The company markets Whirlpool, KitchenAid, Brastemp, Bauknecht, Consul and other major brand names to consumers in more than 170 countries.

As part of our expansion, we have assessed our overall distribution capabilities and evaluated how best to allocate those resources geographically to minimize cost. In the case of a new Florida facility, we would be shipping approximately 250 truckloads of finished goods everyday to customers and retailers throughout Florida. The distribution center would be in operation 16 hours a day with various work shifts. We will bring in finished goods for distribution via rail at an increasing rate each year.
Rail use has become a critical part of our distribution chain and will be increasing in importance in the future; no new Whirlpool Regional Distribution Center (RDC) will be constructed without rail capability. In order for the Orange Avenue site location and Orange County to support a distribution center with 120 employees and 250 trucks daily, upgrades need to be made to an existing service road that accesses this and neighboring sites, as well as deceleration and turn lanes need to be added on Orange Avenue. This is necessary to provide direct access to Orange Avenue which is the only access to and from the site. Additionally, a rail spur needs to be constructed that will support direct inbound shipping from our manufacturing sites throughout the United States and Mexico, the currently estimated length of this spur is 1,470 feet.

Both our existing Atlanta RDC (657,000-s.f. serving the southeast region) and our existing Orlando RDC (229,000-s.f. serving most of Florida) are over capacity and we have satellite overflow facilities near each location. Neither of these facilities has rail access. If the above transportation improvements are not made, Whirlpool will not be able to go ahead with this project for the contemplated facility in Florida. Instead, we would focus on possibilities that combine both the Atlanta RDC and the Orlando RDC into an approximately 1,500,000 s.f. facility in Atlanta or southern Georgia. This new rail served consolidated distribution facility would serve the entire southeast region, which would then include all of Florida. Furthermore, this would give us closer access to the Port of Jacksonville, which we would consider a new port of entry for our finished goods and component parts sourced from external countries.

Under such a scenario the Orlando RDC would be replaced with an LDC (local distribution center).

In order to give you a better picture of our new Florida facility, I have produced a list of statistics for your review.

- 33 acre site
- 500,000 s.f. distribution facility, expandable to 750,000 s.f.
- 10,000 s.f. office
- 490,000 warehouse (with expansion capabilities)
- Rail spur
- Additional warehouse equipment

Our planned capital expenditures for the new facility are as follows:

- $4,300,000  - Land
- $19,000,000  - Facility
- $250,000  - New Equipment
- $16.41 average employee hourly wage ($22.52 w/ benefits)
- 98 saved Florida jobs
- 22 new jobs created over the next three years
Our schedule, which is extremely tight, calls for the opening of the new Orlando RDC facility by April 5, 2006. In order for us to continue with our plans to build this facility in Florida, it is imperative that we make a final decision on this piece of property as soon as possible.

I feel this project is important for the state, county and local economies. This is especially true when you consider the fact that, if we are not able to build at the Orange Avenue location, the Orlando RDC will relocate out of Florida, along with 98 full-time jobs, plus the 22 new positions that will be created by the expansion.

Whirlpool would maintain a small local distribution center (LDC) in Orlando, similar to those in Jacksonville, Fort Meyers, and Pompano Beach. Approximately 10,000-15,000 square feet of leased warehouse space, this freight forwarding operation would employ approximately 10 people. Regardless, the LDC operation is substantially smaller in terms of size, capital investment, and employment than what we presently have or have planned in Orlando.

If you have any questions regarding Whirlpool Corporation, this letter, or our plans for the new facility, please do not hesitate to contact me. You can also view information about our company on our web site, www.whirlpool.com.

Sincerely,

Hank Gonzalez
General Manager
Whirlpool Corporation
(407) 240-1100
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 and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from County funds obtained from other than State entities).
4. 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

RECORD RETENTION
GRANTEE shall retain all grant records and shall ensure the retention of its independent auditors working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.
July 19, 2005

Mr. Luis A. Alvan, P.E.
Orange County, Public Works Division
4200 South John Young Parkway
Orlando, FL 32839

Dear Mr. Alvan:

RE: EDTF Agreement
   Project 05-00130 on behalf of Whirlpool Corporation

The enclosed contract implements the EDTF grant approved on June 21, 2005, to provide funds to assist Orange County on behalf of Whirlpool Corporation.

An award of transportation funds is tentative, pending successful contract negotiation. No funds will be disbursed until the contract is fully executed and pre-disbursement requirements have been met (see section 7.0 - Release of Funds). Please note: Project costs incurred before the full execution of this contract are ineligible for reimbursement.

The EDTF Guidelines set a limit of ninety (90) days (deadline: October 20, 2005) from the County's receipt of this contract for successful negotiation of the contract, or funding may be withdrawn. If this contract meets the County's approval, please have both sets signed and witnessed, and return them to:
   Ms. Wynnelle Wilson
   EOG/OTTED
   The Capitol, Suite 2001
   Tallahassee, Florida 32399-0001

After the Director of OTTED has completed the execution of the contracts by signing them, one of the originals will be returned to the County for its files.

If you have any questions about any portion of the contract, please call Wynnelle Wilson or me at 850/487-2568.

Sincerely,

Vera A. Greenwood, Incentives Coordinator
Office of Tourism, Trade, and Economic Development

Enclosures