AGENDA

Orange County Government • Board of County Commissioners • 201 South Rosalind Avenue
County Commission Chambers • 1st Floor • County Administration Center
www.OrangeCountyFL.net

TUESDAY, JUNE 20, 2017

MEETING STARTS AT 9:00 a.m.

- **Invocation – District 4**
- **Pledge of Allegiance**
- **Public Comment***

I. CONSENT AGENDA

A. COUNTY COMPTROLLER

1. Approval of the minutes of the May 23, 2017 meeting of the Board of County Commissioners. **(Clerk's Office) Page 19**
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. **(Finance/Accounting) Page 19**

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*Pursuant to Section 209 of the Orange County Charter, as amended on Nov. 4, 2008, the Board of County Commissioners must set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public issue is on the Board's agenda, but excluding matters that are not appropriate for public discussion, such as pending procurement or land use issues.

I. CONSENT AGENDA (Continued)

B. COUNTY ADMINISTRATOR

1. Confirmation of the County Mayor's staff reappointments for the third quarter, April through June FY 2016-2017. **(Human Resources Division) Page 20-23**
   Anne M. Kulikowski, Director, Administrative Services
   Reed A. Knowlton, Manager, Fiscal & Operational Support, Administrative Services
   Carrie Woodell, Manager, Procurement, Administrative Services
   Mitchell L. Glasser, Manager, Housing & Community Development, Community, Environmental and Development Services
   Renzo A. Nastasi, Manager, Transportation Planning, Community, Environmental and Development Services
   William R. Powell, Manager, In-Custody Support Services, Corrections
   Joel D. Prinsell, Deputy County Attorney, County Attorney's Office
   Kurt Petersen, Manager, Office of Management and Budget, Office of Accountability
   Yolanda S. Brown, Manager, Fiscal and Operational Support, Family Services
   Anthony Rios, Division Chief, Infrastructure & Asset Management, Fire Rescue
   Dil D. Luther, Manager, Animal Services, Health Services
   Joshua D. Stephany, Medical Examiner, Health Services
   Deodat Budhu, Manager, Roads and Drainage, Public Works
   Julie R. Naditz, Manager, Highway Construction, Public Works
   Joseph C. Kunkel, Deputy Director, Public Works
   Jacqueline W. Torbert, Manager, Water, Utilities
   James W. Becker, Manager, Solid Waste, Utilities
   Teresa Remudo-Fries, Deputy Director, Utilities
   Todd P. Swingle, Deputy Director, Utilities
2. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding AA Metals, Inc. Qualified Target Industry Tax Refund. **(Office of Economic, Trade and Tourism Development) Page 24-27**
3. Approval of budget amendments #17-43 and #17-44. **(Office of Management and Budget) Page 28-31**

C. COUNTY ATTORNEY

1. Approval of proposed revisions to Administrative Regulation 5.02.01, titled "Newsletters, Public Information And/Or Public Relations Publications." **Page 32-34**

CONTINUED

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y17-1065-DG, Right-of-Way Mowing – Taft Area, Section I, to the low responsive and responsible bidder, Lawnwalker Services, Inc. The estimated annual contract award amount is $476,050. ([Public Works Department Roads and Drainage Division] **Procurement Division) Page 35-38**
2. Approval to award Invitation for Bids Y17-1073-RM, Operation, Maintenance & Monitoring of the Landfill Gas, Leachate and Stormwater Management System at the Orange County Landfill to the low responsive and responsible bidder, Carlson Environmental Consultants, PC. The estimated annual contract award amount is $2,178,317. ([Utilities Department Solid Waste Division] **Procurement Division) Page 39-43**
3. Approval to award Invitation for Bids Y17-1092-PD, Automated Bear Resistant Carts, to the low responsive and responsible bidder, Northland Products, Inc. The total contract award amount is $367,425. ([Utilities Department Solid Waste Division] **Procurement Division) Page 44-46**
4. Approval to award Invitation for Bids Y17-745-RM, Bithlo Park New Playground & Shadow Bay Park Playground Improvements, to the low responsive and responsible bidder, CORE Engineering & Construction, Inc. The total contract award amount is $755,478. ([Administrative Services Department Capital Projects Division] **Procurement Division) Page 47-50**
5. Approval to award Invitation for Bids Y17-750-RM, Orange County Fire Station 67, to the low responsive and responsible bidder, R.D. Michaels, Inc. The total contract award amount is $3,368,000. ([Administrative Services Department Capital Projects Division] **Procurement Division) Page 51-55**
6. Ratification of Purchase Order M84931, Annual Site Subscription for Jury Management Software, with Courthouse Technologies LTD in the amount of $110,700. ([Administrative Services Court Administration] **Procurement Division) Page 56-57**
7. Approval of Amendment No. 3, Contract Y3-1021, Transfer, Processing and Marketing of Recyclables with Waste Management, Inc. of Florida in the amount of $250,000. ([Utilities Department Solid Waste Division] **Procurement Division) Page 58-59**
8. Approval of Amendment No. 7, Contract Y12-173-B, Security Guards Services Lot 2 at Corrections with G4S Secure Solutions, USA, Inc. for an extension of 120 days in the estimated amount of $213,336.05, for a revised total estimated contract amount of $1,097,570.05. ([Corrections Department Fiscal and Operational Support Division] **Procurement Division) Page 60-61**

CONTINUED

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

9. Approval of Amendment No. 8, Contract Y12-173-C, Security Guards Services Lot 3 at Corrections, with AlliedBarton Security Services LLC, for an extension of 120 days in the estimated amount of $155,853.43, for a revised total estimated contract amount of $811,421.49. **(**[Corrections Department Fiscal and Operational Support Division] **Procurement Division) Page 62-63**
10. Approval of Amendment No. 2, Contract Y15-1142E, Fire Rescue & HazMat Supplies and Equipment, with Municipal Equipment Company, LLC in the estimated amount of $52,000, for revised total estimated contract amount of $224,000. **(**[Fire Rescue Department Infrastructure and Support Division] **Procurement Division) Page 64**
11. Approval of Contract Y17-1118, Basic Construction Education Program for Inmates, with Valencia College for a 1-year term in the total contract award amount of $200,800. **(**[Corrections Department Community Corrections Division] **Procurement Division) Page 65-66**
12. Approval of Contract Y17-1075-PD, Vactor Trucks Repair and Service, with Environmental Products of Florida, in the estimated annual contract award amount of $400,000. **(**[Administrative Services Department Fleet Management Division] **Procurement Division) Page 67-68**
13. **Note: This item will be pulled to be heard with Public Hearings C.7. and D. 8.**
    Approval and execution of Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility between Orange County, The Overlook At Hamlin Homeowners Association, Inc. and Taylor Morrison of Florida, Inc. and authorization to record instrument for Overlook Neighborhood Semi-Private Boat Ramp. District 1. **(Real Estate Management Division) Page 69-98**
14. Approval of As Is Residential Contract for Sale and Purchase with Comprehensive Rider to the Residential Contract for Sale and Purchase between Orange County and Leslie Anthony Lewis and Georgia Elaine Adams Lewis, approval and execution of County Deed from Orange County to Leslie Anthony Lewis and Georgia Elaine Adams Lewis and authorization to perform all actions necessary and incidental to closing for NSP Resale – 6204 Royal Tern St., Orlando, FL 32810 (NCST). District 2. **(Real Estate Management Division) Page 99-116**

CONTINUED

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

15. Approval of As Is Residential Contract for Sale and Purchase with Comprehensive Riders to the Residential Contract for Sale and Purchase between Orange County and Ruth Esther Lopez Jimenez and Raul Rafael Tejeda Garcia, approval and execution of County Deed from Orange County to Ruth Esther Lopez Jimenez and Raul Rafael Tejeda Garcia and authorization to perform all actions necessary and incidental to closing for NSP Resale – 10544 Huntridge Road, Orlando, FL 32825 (NCST). District 4. **(Real Estate Management Division) Page 117-134**
16. Approval of As Is Residential Contract for Sale and Purchase with Addendum to Contract for Residential Sale and Purchase and Comprehensive Rider to the Residential Contract for Sale and Purchase between Orange County and Jean Claude Edme and Lucette Lamour Edme, approval and execution of County Deed from Orange County to Jean Claude Edme and Lucette Lamour Edme and authorization to perform all actions necessary and incidental to closing for NSP Resale – 6451 Powers Pointe Circle, Orlando, FL 32818 (NCST). District 2. **(Real Estate Management Division) Page 135-152**
17. Approval of General Warranty Deed, Temporary Slope Easement, Temporary Construction Easement and Drainage Easement from Crockett Development Property, LLC to Orange County and authorization to perform all actions necessary and incidental to closing for Boggy Creek Road (Boggy Creek Bridge North) (RAC). District 4. **(Real Estate Management Division) Page 153-190**
18. Approval of Drainage Easement from Meritage Homes of Florida, Inc. and Lake Preserve Homeowners' Association, Inc. to Orange County and authorization to record instrument for Lake Preserve Phase 1. District 4. **(Real Estate Management Division) Page 191-195**
19. Approval of Utility Easement from North Pine Hills Road, LLC to Orange County, Subordination of Encumbrances to Property Rights to Orange County from Patriot Bank and authorization to record instruments for Advanced Disposal NC – Building and Site Permit: B16901446 OCU File #: 86726. District 2. **(Real Estate Management Division) Page 196-205**
20. **Note: This item will be pulled to be heard with Public Hearing A.5.**
Approval of Drainage Easement from Alta Grande Apartments, L.P. to Orange County, Subordination of Encumbrances to Property Rights to Orange County from TD Bank, N.A. and authorization to record instruments for Petition to Vacate #14-02-006 (Grand Lakes Boulevard). District 4. **(Real Estate Management Division) Page 206-213**

CONTINUED

I. CONSENT AGENDA (Continued)

D. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

21. **Note: This item will be pulled to be heard with Public Hearing A.5.**
Approval of Drainage Easement from BR Carroll Arium Grande Lakes Owner, LLC to Orange County with Joinder and Consent of Association from Grande Lakes Stormwater Management Association, Inc. and Joinder and Consent from Walker & Dunlop GP, LLC As Attorney-in Fact for Fannie Mae and authorization to record instrument for Grande Lakes Drainage Easement. District 4. **(Real Estate Management Division) Page 214-222**

22. Approval of Non-Exclusive Drainage Easement from Ocoee Business Park, L.L.C. to Orange County with Mortgagee Joinder and Consent to Non-Exclusive Drainage Easement from JTB Investments, LLC and authorization to disburse funds to pay all recording fees and record instrument for Dunbar Avenue Drainage Easement Acquisition. District 1. **(Real Estate Management Division) Page 223-234**

E. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 2, 3, 4, 5, and 6. **(Code Enforcement Division) Page 235-317**

LC 17-0299	LC 17-0522	LC 17-0479	LC 17-0459	LC 17-0501
LC 17-0377	LC 17-0424	LC 17-0482	LC 17-0469	LC 17-0502
LC 17-0421	LC 17-0435	LC 17-0483	LC 17-0472	LC 17-0503
LC 17-0458	LC 17-0442	LC 17-0149	LC 17-0480	LC 17-0505
LC 17-0481	LC 17-0465	LC 17-0397	LC 17-0485	LC 17-0507
LC 17-0513	LC 17-0470	LC 17-0429	LC 17-0487	LC 17-0508
LC 17-0518	LC 17-0402	LC 17-0445	LC 17-0493	LC 17-0509
LC 17-0519	LC 17-0474	LC 17-0450	LC 17-0496	LC 17-0541

2. Approval and execution of DEP Agreement No. NS007 State of Florida Department of Environmental Protection Division of Water Restoration Assistance Grant Agreement Pursuant to Line Item 1600A of the FY16-17 General Appropriations Act Pursuant to Line Item 1641 of the FY15-16 General Appropriations Act between the State of Florida Department of Environmental Protection and Orange County for Lake Lawne Stormwater Irrigation Facility at Barnett Park. District 6. **(Environmental Protection Division) Page 318-360**

CONTINUED

I. CONSENT AGENDA (Continued)

E. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT (Continued)

3. Approval and execution of First Amendment to Project Administration Agreement (#2016-15-06) between Orange County, Florida and Homeless Services Network of Central Florida, Inc. Regarding the Emergency Solutions Grant Program FY 2016-2017 to modify the budget line items in the agreement. All Districts. **(Housing and Community Development Division) Page 361-366**
4. Approval and execution of First Amendment to Interlocal Agreement between The School Board of Orange County, Florida and Orange County, Florida to use a meeting room and associated facilities at Bithlo Community Park for a suspension center for an additional one-year term. District 5. **(Parks and Recreation Division) Page 367-370**

F. FAMILY SERVICES DEPARTMENT

1. Approval of Orange County Head Start Program Application for Federal Assistance (Continuation – Year 3) FY 2017-18 between Orange County and Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the estimated amount of $12,860,452 for the continued operation of the Head Start Program; and approval and execution of (1) Certification of Filing and Payment of Federal Taxes and (2) Employee Compensation Cap Compliance Assurance. The total required non-federal match in the amount of $3,215,112 is derived from parent volunteerism, donation of goods and services, lease agreements, and Orange County support. **(Head Start Division) Page 371-440**
2. Approval of Orange County Head Start Program Application for Federal Assistance Related to Cost-of-Living Adjustment (1%) FY 2017 between Orange County and Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the estimated amount of $126,114 to offset higher operational costs of the Head Start Program; and approval and execution of (1) Certification of Filing and Payment of Federal Taxes and (2) Employee Compensation Cap Compliance Assurance. **(Head Start Division) Page 441-454**
3. Receipt and filing of Head Start Policy Council Program Information and Updates May 2017 and Head Start Policy Council Meeting Minutes April 20, 2017 for the official county record. **(Head Start Division) Page 455-511**
4. Approval of the May 2017 Business Assistance for Neighborhood Corridors Program Grant for The Play Palace ($5,000). District 2. **(Neighborhood Preservation and Revitalization Division) Page 512-514**

CONTINUED

I. CONSENT AGENDA (Continued)

G. FIRE RESCUE DEPARTMENT

1. Approval and execution of Interlocal Agreement by and between Seminole County and Orange County for the use of WebEOC® Software. **(Office of Emergency Management) Page 515-527**

H. HEALTH SERVICES DEPARTMENT

1. Approval to pay Orange County's Medicaid share of cost in accordance with Florida Statute 409.915 for state fiscal year 2017-18 in the amount of $19,373,018.61. **Page 528-529**
2. Approval to transfer computer equipment purchased with Ryan White grant funds to service providers and remove it from the Ryan White inventory. **Page 530-531**

I. PUBLIC WORKS DEPARTMENT

1. Authorization to record the plat of Lake Buena Vista Hotels. District 1. **(Development Engineering Division) Page 532**
2. Approval of Traffic Control Devices and "No Parking" sign installations in Latham Park South. District 1. **(Traffic Engineering Division) Page 533-545**
3. Approval of Traffic Control Devices and "No Parking" sign installations in Wyndham Lakes Estates Phase 5N A Replat. District 4. **(Traffic Engineering Division) Page 546-552**
4. Approval of Amendment No. 3 to the Road Network Agreement with SLF IV/BOYD HORIZON WEST JV, LLC for the Northerly Extension of Hamlin Groves Trail from New Independence Parkway to Tiny Road in the amount of $329,293.86 for a revised total contract amount of $973,203.86. District 1. **(Engineering Division) Page 553-554**

J. UTILITIES DEPARTMENT

1. Approval and execution of Utility Line Construction Reimbursement Agreement for Innovation Way Segment 3B by and between Orange County, Florida and Lennar Homes, LLC in the amount of $110,000. District 4. **(Engineering Division) Page 555-570**

CONTINUED

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: **(Clerk's Office) Page 571-572**
   a. City of Orlando Voluntary Annexation Request – Lake Baldwin 5 – ANX2017-00002 Notice of Proposed Enactment. Proposed Ordinance 2017-26, entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located east of Lake Baldwin Lane, south of Rixey Street, west of Jamajo Boulevard and north of Hargrave Street; and comprised of 0.57 acres, more or less; amending the City's adopted Growth Management Plan to designate the property as Residential Low Intensity on the City's Official Future Land Use Maps; providing for amendment of the City's Official Future Land Use Maps; providing findings, amendment of the City's Boundary Description, and for amendment of the City's Official Maps; providing for severability, correction of scrivener's errors, and an effective date. A public hearing on this Ordinance will be held during Council's regular meeting beginning at 2:00 p.m., in Council Chambers, 2nd floor, Orlando City Hall, 400 S. Orange Ave., Orlando, Florida.
   b. Boggy Creek Improvement District Proposed FY 2018 Operations & Maintenance Budget.
   c. Myrtle Creek Improvement District Proposed FY 2018 Operations & Maintenance Budget.
   d. Greeneway Improvement District Proposed FY 2018 Operations & Maintenance Budget.
   e. City of Winter Garden Notice of Annexation Ordinance, Attachment A (Legal Description) and Attachment B (Location Map). Ordinance 17-10, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.88 ± acres located at 14131 Tilden Road on the north side of Tilden Road, west of Grove View Drive and south of Stoneybrook West Parkway into the city Winter Garden Florida; redefining the city boundaries to give the city jurisdiction over said property; providing for severability; providing for an effective date.

**With respect to informational items, Board action is neither required nor necessary, and Board approval (or disapproval) is not to be implied.

CONTINUED

II. INFORMATIONAL ITEMS** (Continued)

A. COUNTY COMPTROLLER (Continued)

1. Receipt of the following items to file for the record: (Continued) **(Clerk's Office) Page 571-572**
   f. City of Orlando Ordinance with Exhibit A (Legal Description Form), Exhibit B (Zoning Map), and Orlando Sentinel Notice of Proposed Enactment for Ordinance No. 2017-14 entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located south of Oglesby Avenue, west of Clay Street, east of Formosa Avenue and north of Crandon Avenue, and comprised of 0.242 acres of land, more or less; providing findings, amendment of the City's boundary description, and for amendment of the City's official maps; providing for severability, correction of scrivener's errors, and an effective date.
   g. Orange County, Florida Citizens Annual Financial Report For The Year Ended September 30, 2016.

**With respect to informational items, Board action is neither required nor necessary, and Board approval (or disapproval) is not to be implied.

CONTINUED

TUESDAY, JUNE 20, 2017

III. DISCUSSION AGENDA

A. CONVENTION CENTER

1. Convention Center Campus Master Plan Update. **(Strategic Planning and Development Division) Page 573**

B. ADMINISTRATIVE SERVICES DEPARTMENT

1. Selection of five firms and two ranked alternates to provide Continuing Utilities Consulting Engineering Services, Request for Proposals Y17-901-PH, from the following 16 firms, listed alphabetically:
   - Atkins North America, Inc.
   - Barnes, Ferland and Associates, Inc.
   - Black & Veatch Corporation
   - CDM Smith, Inc.
   - CPH, Inc.
   - Dewberry Engineers, Inc.
   - Hazen and Sawyer
   - Inwood Consulting Engineers, Inc.
   - Jacobs Engineering Group, Inc.
   - Kimley-Horn and Associates, Inc.
   - Neel-Schaffer, Inc.
   - Poulos & Bennett, LLC
   - Reiss Engineering, Inc.
   - Tetra Tech, Inc.
   - Woolpert, Inc.
   - Wright-Pierce

   ([Utilities Department Engineering Division] **Procurement Division) Page 574-593**

2. Selection of three firms and an alternate to provide Engineering Services for Continuing Utilities Geotechnical and Materials Testing for Utilities, Request for Proposals Y17-903-PH, from the following four firms, listed alphabetically:
   - Ardaman & Associates, Inc.
   - Professional Service Industries, Inc.
   - Terracon Consultants, Inc.
   - Universal Engineering Sciences, Inc.

   ([Utilities Department Engineering Division] **Procurement Division) Page 594-599**

CONTINUED

III. DISCUSSION AGENDA (Continued)

C. UTILITIES DEPARTMENT

1. Approval to establish the haulers compensation rates as listed and set the MSBU at $220 for Program Year 2018 and authorization to include the Tentative Mandatory Refuse Collection Rate of $220 on the 2017 Notice of Proposed Taxes. All Districts. **(Solid Waste Division) Page 600-605**

CONTINUED

TUESDAY, JUNE 20, 2017

IV. WORK SESSION AGENDA

A. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Florida-Friendly Development Strategies. **Page 606**

R E C E S S

TUESDAY, JUNE 20, 2017

MEETING STARTS AT 1:30 p.m.

Presentation of Employee Service Awards to:

Janine Marie Campbell (20), Parks & Recreation, Rosa Elaine Parker (25), Community, Environmental and Development Services; Stephen Dwayne Grice (20), Steve Jusino (20), In-Custody Support Services, Teresa Marie Skelton (25) Security Operations, Corrections; Jamie Harrold (25), Polly J. Bouler (30), Head Start, Family Services; Sarah Louise Price (25), Traffic Engineering, Public Works; Robert A. Sutherland (30), Water, Utilities

V. RECOMMENDATIONS

June 1, 2017 Board of Zoning Adjustment Recommendations

CONTINUED

TUESDAY, JUNE 20, 2017

VI. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Petition to Vacate

1. Applicant: Angel Muriel, Petition to Vacate # 16-10-026, vacate a portion of a utility easement; District 4

2. Applicant: Daniel B. Bellows, on behalf of Benjamin Partners, Ltd., Petition to Vacate # 17-04-020, vacate a portion of a drainage easement; District 5

3. Applicant: Nadav Korem and Patricia Winans-Korem, Petition to Vacate # 17-03-015, vacate a portion of right-of-way; District 1

4. Applicant: Jon D. Walls, of NAI Realvest, Petition to Vacate # 15-12-024, vacate portions of three open and improved rights-of-way; District 5

5. Applicant: Bryan F. Borland, on behalf of Alta Grande Apartments, L.P., Petition to Vacate # 14-02-006, vacate a drainage easement; District 4

B. Board of Zoning Adjustment Appeal

6.✓ Applicant: Ariel Malagon, Case # VA-17-04-022, April 6, 2017; District 3

C. Conservation Area Impact

7.✓ Applicant: Taylor Morrison of Florida, Inc., permit (CAI-16-04-018); District 1

D. Boat Ramp

8.✓ Applicant: Taylor Morrison of Florida, Inc., Lake Hancock, permit (BR-16-04-000); District 1

√ The notated public hearing is quasi-judicial in nature. As such, any verbal or written communication with a member of the Board of County Commissioners prior to today's quasi-judicial hearing should be disclosed on the record or made a part of the record during the public hearing by or on behalf of the party who communicated with the Board member to allow any interested party an opportunity to inquire about or respond to such communication. Failure to disclose any such communication may place the party who ultimately prevails at the quasi-judicial hearing at risk of having the Board's decision overturned in a court of law due to prejudice against the party who was not privy to the ex parte communication.

Information regarding meetings held at the County Administration Building between any member of the Board and an outside party may be obtained at http://www.orangecountyfl.net/visitors/reports/MeetingsReportPage.asp.

CONTINUED

VI. PUBLIC HEARINGS (Continued)

Public hearings scheduled for 2:00 p.m. (Continued)

E. Preliminary Subdivision Plan

9.✓ Applicant: Marc Stehli, Poulos & Bennett, LLC, Hickory Nut Estates Planned Development/Hickory Nut Estates Preliminary Subdivision Plan, Case # PSP-16-06-222; District 1 (Continued from March 21, 2017)

10.✓ Applicant: Momtaz Barq, Terra-Max Engineering, Inc., Royal Estates PD/ Parcel 1 Preliminary Subdivision Plan (PSP), Case # PSP-16-09-337; District 1

11.✓ Applicant: John J. Herbert, American Civil Engineering Company, Heaven IV Preliminary Subdivision Plan (PSP), Case # PSP-16-06-199; District 6

12.✓ Applicant: Orange County Public Schools (Tyrone K. Smith), Hubbard Construction PD/Pine Hills Transportation Facility PSP/DP, Case # PSP-16-11-395; District 2

13.✓ Applicant: Kathy Hattaway, Poulos & Bennett, LLC, Northeast Resort Parcel Planned Development (PD)/NERP Phase 5 Preliminary Subdivision Plan (PSP), Case # PSP-16-12-423; District 1

F. Substantial Change

14.✓ Applicant: Michael Dipaola, United Sign Systems, Universal Boulevard Planned Development/Land Use Plan (PD/LUP), Case # CDR-17-03-066, amend plan; District 6

15.✓ Applicant: Abdul Alkadry, Harris Civil Engineers, LLC, Vineland Pointe Planned Development/Land Use Plan (PD/LUP), Case # CDR-17-03-082, amend plan; District 1

√ The notated public hearing is quasi-judicial in nature. As such, any verbal or written communication with a member of the Board of County Commissioners prior to today's quasi-judicial hearing should be disclosed on the record or made a part of the record during the public hearing by or on behalf of the party who communicated with the Board member to allow any interested party an opportunity to inquire about or respond to such communication. Failure to disclose any such communication may place the party who ultimately prevails at the quasi-judicial hearing at risk of having the Board's decision overturned in a court of law due to prejudice against the party who was not privy to the ex parte communication.

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CONTINUED

VI. PUBLIC HEARINGS (Continued)

Public hearings scheduled for 2:00 p.m. (Continued)

F. Substantial Change (Continued)

16.✓ Applicant: Jay R. Jackson, P.E., Kimley-Horn & Associates, Inc., Tinwood PD/Regency Village Preliminary Subdivision Plan, Case # CDR-16-11-385, amend plan; District 1

17.✓ Applicant: Christina Baxter, Poulos and Bennett, LLC, Yates Planned Development/Land Use Plan (PD/LUP), Case # CDR-17-04-104, amend plan; District 4

18.✓ Applicant: Deborah L. Martohue, Martohue Land Use Law P.A., Hunter's Creek Planned Development/Land Use Plan (PD/LUP), Case # CDR-16-09-332, amend plan; District 1

19.✓ Applicant: Alexis Crespo, Waldrop Engineering, AIPO Planned Development/Land Use Plan (PD/LUP), Case # CDR-17-03-067, amend plan; District 4

20.✓ Applicant: Robby Moon, KPM Franklin, Inc., Cassis Planned Development/Land Use Plan (PD/LUP), Case # CDR-17-02-051, amend plan; District 1

21.✓ Applicant: Adam Smith, VHB, Inc., Zanzibar Property PD/Zanzibar Property Phase 1 PSP & Park Tract P-2 DP, Case # CDR-17-01-009, amend plan; District 1

22.✓ Applicant: Daniel T. O'Keefe, Shutts & Bowen, LLP, North of Albert's Planned Development (PD) - Westside Village Home District Preliminary Subdivision Plan (PSP)/Development Plan (DP), Case # CDR-17-05-138, amend plan; District 1

√ The notated public hearing is quasi-judicial in nature. As such, any verbal or written communication with a member of the Board of County Commissioners prior to today's quasi-judicial hearing should be disclosed on the record or made a part of the record during the public hearing by or on behalf of the party who communicated with the Board member to allow any interested party an opportunity to inquire about or respond to such communication. Failure to disclose any such communication may place the party who ultimately prevails at the quasi-judicial hearing at risk of having the Board's decision overturned in a court of law due to prejudice against the party who was not privy to the ex parte communication.

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CONTINUED

TUESDAY, JUNE 20, 2017

VI. PUBLIC HEARINGS (Continued)

Public hearings scheduled for 2:00 p.m. (Continued)

G. Rezoning

23.✓ Applicant: Jim Hall, Kurtyka PD/LUP, Case # LUP-14-03-069; District 3 (Continued from July 12, 2016, July 19, 2016, November 15, 2016 and March 7, 2017)

H. Ordinance

24. Amending Orange County Code, Chapter 15, Article XVII, pertaining to Fertilizer Management

√ The notated public hearing is quasi-judicial in nature. As such, any verbal or written communication with a member of the Board of County Commissioners prior to today's quasi-judicial hearing should be disclosed on the record or made a part of the record during the public hearing by or on behalf of the party who communicated with the Board member to allow any interested party an opportunity to inquire about or respond to such communication. Failure to disclose any such communication may place the party who ultimately prevails at the quasi-judicial hearing at risk of having the Board's decision overturned in a court of law due to prejudice against the party who was not privy to the ex parte communication.

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* * *

Any person wishing to appeal any decision made by the Board of County Commissioners at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5517.

Para mayor información en español, por favor llame al (407) 836-3111.

NOTE: Reports from the County Mayor, the County Commissioners, the County Administrator, and the County Attorney may be presented at unscheduled times throughout the day, depending on the length of time required for advertised public hearings.

Copies of Specific Project Expenditure Reports and Relationship Disclosure Forms are not included with agenda items unless there is a listed expenditure or disclosure. Copies of these completed reports and forms may be obtained by contacting the relevant Department/Division Office.

OFFICE OF THE COMPTROLLER

ORANGE COUNTY FLORIDA

Phil Diamond, CPA
County Comptroller
201 South Rosalind Avenue
Post Office Box 38
Orlando, Florida 32802
Telephone: 407-836-5690
Fax: 407-836-5599
Website www.occompt.com

COUNTY COMMISSION AGENDA
Tuesday, June 20, 2017

COUNTY COMPTROLLER

Items Requiring Consent Approval

1. Approval of the minutes of the May 23, 2017 meeting of the Board of County Commissioners. Official Meeting Minutes are available in the Clerk's Office and on the Comptroller's Insite page located at occompt.legistar.com.

2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. Signature authorization and accompanying detail of most recently disbursed County funds are available in the Clerk's Office and on the Comptroller's web site.

ORANGE COUNTY MAYOR
TERESA JACOBS

P.O. Box 1393, 201 South Rosalind Avenue, Orlando, FL
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

June 2, 2017

TO: The Board of County Commissioners

From: Mayor Teresa Jacobs

Subject: Confirmation of County Mayor's Staff Reappointments

Confirmation of the County Mayor's staff reappointments for the third quarter, April through June FY 2016-2017:

Name:	Anne M. Kulikowski
Title:	Director
Department:	Administrative Services
Hire date:	March 14, 1994
Date assigned to current position:	June 19, 2016

Name:	Reed A. Knowlton
Title:	Manager
Division:	Fiscal & Operational Support
Department:	Administrative Services
Hire date:	January 26, 1997
Date assigned to current position:	June 19, 2016

Name:	Carrie Woodell
Title:	Manager
Division:	Procurement
Department:	Administrative Services
Hire date:	April 29, 2013
Date assigned to current position:	June 19, 2016

Name:	Mitchell L. Glasser
Title:	Manager
Division:	Housing & Community Development
Department:	Community, Environmental and Development Services
Hire date:	April 18, 1990
Date assigned to current position:	May 18, 1997

Name:	Renzo A. Nastasi
Title:	Manager
Division:	Transportation Planning
Department:	Community, Environmental and Development Services
Hire date:	January 21, 1997
Date assigned to current position:	April 25, 2004

Name:	William R. Powell
Title:	Manager
Division:	In-Custody Support Services
Department:	Corrections
Hire date:	May 23, 2005
Date assigned to current position:	June 23, 2013

Name:	Joel D. Prinsell
Title:	Deputy County Attorney
Department:	County Attorney's Office
Hire date:	March 11, 1985
Date assigned to current position:	May 22, 2005

Name:	Kurt Petersen
Title:	Manager
Division:	Office of Management and Budget
Department:	Office of Accountability
Hire date:	July 17, 1995
Date assigned to current position:	May 24, 2015

Name:	Yolanda S. Brown
Title:	Manager
Division:	Fiscal and Operational Support
Department:	Family Services
Hire date:	March 22, 1993
Date assigned to Current position:	June 5, 2007

Name:	Anthony Rios
Title:	Division Chief
Division:	Infrastructure & Asset Management
Department:	Fire Rescue
Hire date:	August 9, 1999
Date assigned to current position:	May 24, 2015

Name:	Dil D. Luther
Title:	Manager
Division:	Animal Services
Department:	Health Services
Hire date:	February 18, 1991
Date assigned to current position:	May 15, 2011

Name:	Joshua D. Stephany
Title:	Medical Examiner
Department:	Health Services
Hire date:	July 2, 2007
Date assigned to current position:	June 14, 2016

Name:	Deodat Budhu
Title:	Manager
Division:	Roads and Drainage
Department:	Public Works
Hire date:	August 8, 1990
Date assigned to current position:	June 27, 1999

Name:	Julie R. Naditz
Title:	Manager
Division:	Highway Construction
Department:	Public Works
Hire date:	October 10, 1988
Date assigned to current position:	April 25, 2005

Name:	Joseph C. Kunkel
Title:	Deputy Director
Department:	Public Works
Hire date:	August 11, 1986
Date assigned to current position:	April 14, 2008

Name:	Jacqueline W. Torbert
Title:	Manager
Division:	Water
Department:	Utilities
Hire date:	November 18, 1991
Date assigned to current position:	June 4, 1995

Name:	James W. Becker
Title:	Manager
Division:	Solid Waste
Department:	Utilities
Hire date:	September 6, 1989
Date assigned to current position:	April 18, 1999

Name:	Teresa Remudo-Fries
Title:	Deputy Director
Department:	Utilities
Hire date:	April 19, 1999
Date assigned to current position:	April 19, 1999

Name:	Todd P. Swingle
Title:	Deputy Director
Department:	Utilities
Hire date:	June 22, 2015
Date assigned to current position:	June 22, 2015

ACTION REQUEST: Confirmation of the County Mayor's staff reappointments for the third quarter, April through June FY 2016-2017.

TJ/ng

c: Ajit M. Lalchandani, County Administrator
Eric D. Gassman, Chief Accountability Officer
J. Ricardo Daye, Director, Human Resources

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum **GENDA ITEM**

June 2, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Eric Ushkowitz, Economic Development Administrator
Office of Economic, Trade and Tourism Development

SUBJECT: **June 20, 2017 – BCC Consent Agenda Item**
Approval of AA Metals, Inc. Qualified Target Industry (QTI)
Tax Refund Resolution

AA Metals, Inc. (AA Metals) is requesting that Orange County commit a total of $25,200 as the 20% local share of a $126,000 financial incentive under Florida's Qualified Target Industry (QTI) Tax Refund Program. The QTI award will induce AA Metals to expand their business unit in Orange County. To receive designation as a qualified applicant for the QTI Program, the Board of County Commissioners must adopt a resolution recommending approval of the applicant as a target industry, and stating that the commitment of local financial support of the applicant exists for 20% of the annual tax refunds.

AA Metals is one of the largest North American master distributors of quality aluminum and stainless products. The proposed expansion will create approximately 42 new high-wage jobs in Orange County, with an average salary of at least $50,062, which is 115% of the overall prevailing average salary in the Orlando metropolitan statistical area. New job functions will consist of sales, production, management and administrative positions. Financial incentives will help to ensure that this project locates here in Orange County rather than elsewhere.

Approximately $5,200,000 in new investment will be added to the Orange County tax roll. No Orange County incentive payments for the QTI program will be made until new jobs are both created and maintained.

AA Metals furnishes a comprehensive package of procurement, logistics, finance, insurance, industrial marketing and after sales services. In addition to these core import services, the company enhances its role by providing its customers and suppliers with its unmatched marketing and sourcing expertise, industry knowledge, technical support and global reach.

For more information about AA Metals, visit www.aametals.com.

ACTION REQUESTED: **Approval and execution of Resolution of the Orange County Board of County Commissioners regarding AA Metals, Inc. Qualified Target Industry Tax Refund.**

EU/tp

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

AA METALS, INC.
QUALIFIED TARGET INDUSTRY TAX REFUND

Resolution No. _____

PREMISES

WHEREAS, in 1994, the Florida legislature passed legislation establishing a "Qualified Target Industry Tax Refund Program" ("QTI Program") to encourage the creation of new high-wage job opportunities in Florida by providing "tax refunds" to qualified target industries; and

WHEREAS, AA Metals, Inc. (AA Metals) is headquartered in Orlando, Florida and was established in 2003; and

WHEREAS, AA Metals is one of the largest North American master distributors of quality aluminum and stainless products; and

WHEREAS, AA Metals employs over 45 employees currently and seeks to expand their business preferably in unincorporated Orange County; and

WHEREAS, AA Metals furnishes a comprehensive package of procurement, logistics, finance, insurance, industrial marketing and after sales services; and

WHEREAS, AA Metals anticipates creating approximately forty-two (42) new jobs in Orange County at an average annual salary of at least $50,062, which is 115% of the prevailing salary of $43,532 in the Orlando MSA; and

WHEREAS, AA Metals anticipates that the new jobs to be created will include approximately seventeen (17) administrative positions; three (3) management positions; eleven (11) production positions; and eleven (11) sales positions; and

WHEREAS, AA Metals anticipates that these new jobs will be created according to the following schedule: Ten (10) jobs by December 31, 2018; twelve (12) jobs in calendar year 2019; and twenty (20) jobs in calendar year 2020; and

WHEREAS, AA Metals has applied to the Executive Office of the Governor, Department of Economic Opportunity for approval as a qualified QTI Program applicant, and has applied for $126,000 in tax refunds from the State of Florida under the QTI Program, representing $3,000 per job; and

WHEREAS, in order for AA Metals to be approved as a "qualified applicant" under the QTI Program, the Orange County Board of County Commissioners must adopt a resolution recommending the approval of AA Metals as a "target industry business," and committing "local financial support" in an amount equal to 20% of the annual tax refund up to but not exceeding $25,200 over the course of AA Metals' eligibility as a "qualified applicant"; and

WHEREAS, competition for AA Metals expansion exists outside of Florida, and financial incentives are necessary to ensure that this project comes to Orange County.

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

Section 1. The Board of County Commissioners of Orange County, Florida, hereby recommends that the State of Florida Department of Economic Opportunity approve AA Metals as a "qualified applicant" under the QTI Program.

Section 2. Subject to the terms of this Resolution, the Board hereby approves payments up to, but not exceeding, twenty five thousand two hundred dollars ($25,200) in "local financial support" required under the QTI Program. Such amount shall be payable to the Economic Development Incentives Account within the Economic Development Trust Fund as specified herein.

Section 3. The Board's promise to pay the amount specified in this Resolution is contingent upon (i) appropriation by the Board in each applicable year authorizing payment of the revenues hereunder, (ii) AA Metals receiving the designation as a "qualified applicant" in connection with the QTI Program, and (iii) on an annual basis, award by the State of Florida of tax refunds under the QTI Program.

Section 4. Unless provided otherwise in this Resolution, the County shall pay "local financial support" in the following amounts:

FY 2019-2020	$ 1,500
FY 2020-2021	$ 3,300
FY 2021-2022	$ 6,300
FY 2022-2023	$ 6,300
FY 2023-2024	$ 4,800
FY 2024-2025	$ 3,000
Total	$ 25,200

Such sums shall be paid from any legally available source or sources of revenue other than those specified in the QTI Program (or rules promulgated thereunder) as being ineligible for such purpose.

Section 5. In the event AA Metals is approved by the State of Florida for tax refunds in an amount less than the $126,000 requested, the "local financial support" to be paid by the County to the Economic Development Incentives Account shall be proportionately reduced so

that at no time will the County contribution exceed twenty percent (20%) of the annual tax refund awarded to AA Metals under the QTI Program.

Section 6. This Resolution shall take effect upon receipt by the County of evidence that AA Metals has been approved as a "qualified applicant" and has become eligible for tax refunds under the QTI Program, as described herein.

ADOPTED THIS _____DAY OF June, 2017.

ORANGE COUNTY, FLORIDA
BY: Board of County Commissioners

BY: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

BY: _____
Deputy Clerk

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
3

AGENDA ITEM

May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Kurt N. Petersen, Manager, Office of Management & Budget

SUBJECT: Consent Agenda Items for June 20, 2017
Budget Amendments #17-43 and #17-44

Provided for Board approval are copies of the budget amendments processed by the Office of Management and Budget.

ACTION REQUESTED: Approval of budget amendments #17-43 and #17-44.

KP/vh

Attachments

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

AGENDA ITEM

May 24, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Kurt N. Petersen, Manager, Office of Management and Budget K.N.P.

SUBJECT: Consent Agenda Item for June 20, 2017
Budget Amendment #17-43 Fund #7730
Housing Opportunities for Persons with AIDS (HOPWA)
Contract #: FLH16F002
Health Services Department

On August 23, 2016, the Board of County Commissioners approved an estimated budget for the Housing Opportunities for Persons with AIDS (HOPWA) grant in the amount of $3,994,040. Since that time, the intergovernmental agreement between the City of Orlando and Orange County was amended and decreased by $163,418. The new agreement amount is $3,830,622. The HOPWA program funds housing and case management services for residents in Orange, Osceola, Seminole, and Lake counties.

Therefore, in accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts be adjusted by the amounts shown.

Revenues:

Account Number	**Classification**		**Amount**
7730-060-7311-3120	Housing and Urban Development	$	(163,418)
	TOTAL REVENUES	$	(163,418)

Expenditures:

Account Number	**Classification**		**Amount**
7DM-7730-060-7312-8610	Aid to Private Organizations	$	(163,418)
	TOTAL EXPENDITURES	$	(163,418)

KP/PM/vh

c: County Administrator
Clerk of the Board of County Commissioners
Finance
File

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

AGENDA ITEM

May 24, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Kurt N. Petersen, Manager, Office of Management and Budget K.N.P.

SUBJECT: Consent Agenda Item for June 20, 2017
Budget Amendment #17-44, Fund #7057
Community Services Block Grant (CSBG)
Contract #17SB-0D-12-00-01-119
Community Action Division/Family Services Department

On September 22, 2016, the Board of County Commissioners approved an estimated budget for the Community Services Block Grant in the amount of $805,022. The U.S. Department of Health & Human Services, through the Florida Department of Economic Opportunity, awarded this grant in the amount of $1,285,730 for a total increase of $480,708.

Therefore, in accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts be adjusted by the amounts shown.

Revenues:

Account Number	**Classification**		**Amount**
7057-062-7540-3140	Health and Human Services	$	480,708
	TOTAL REVENUES	$	480,708

Expenditures:

Account Number	**Classification**		**Amount**
8GE-7057-062-7541-1120	Regular Salaries & Wages	$	18,193
8GE-7057-062-7541-1140	Overtime		500
8GE-7057-062-7541-2110	FICA Taxes		1,467
8GE-7057-062-7541-2120	Retirement Contribution		1,444
8GE-7057-062-7541-2130	Life & Health Insurance		5,502
8GE-7057-062-7541-2200	Payments to OPEB Trust		732
8GD-7057-062-7541-3125	Indirect Costs		20,000
8GF-7057-062-7541-3410	Local Travel		124
8GF-7057-062-7541-3420	Out-of-County Travel		10,150
8GF-7057-062-7541-3510	Postage and Messenger Services		50
8GF-7057-062-7541-3530	Toll Charges		25
8GF-7057-062-7541-4010	Dues and Memberships		3,050
8GF-7057-062-7541-4030	Training Costs		3,681

Expenditures:

Account Number	Classification		Amount
8GF-7057-062-7541-4482	Self Insurance Charges (Property/Casualty)	$	1,528
8GH-7057-062-7542-1120	Regular Salaries & Wages		29,709
8GH-7057-062-7542-1140	Overtime		200
8GH-7057-062-7542-2110	FICA Taxes		2,363
8GH-7057-062-7542-2120	Retirement Contribution		2,021
8GH-7057-062-7542-2130	Life & Health Insurance		12,401
8GH-7057-062-7542-2200	Payments to OPEB Trust		2,649
8JG-7057-062-7542-4110	Office Supplies		1,652
8JG-7057-062-7542-4482	Self Insurance Charges (Property/Casualty)		1,524
8GP-7057-062-7545-1120	Regular Salaries & Wages		65,359
8GP-7057-062-7545-1140	Overtime		1,000
8GP-7057-062-7545-2110	FICA Taxes		5,153
8GP-7057-062-7545-2120	Retirement Contribution		5,370
8GP-7057-062-7545-2130	Life & Health Insurance		15,913
8GM-7057-062-7545-3215	Welfare Payments		3,000
8GM-7057-062-7545-3216	Rental Assistance Payments		28,000
8GM-7057-062-7545-3225	Child Care		25,500
8GM-7057-062-7545-4115	Miscellaneous Operating Supplies/Program Expenses		212,448
	TOTAL EXPENDITURES	$	480,708

KP/PM/vh

c: County Administrator
Clerk of the Board of County Commissioners
Finance
File

ORANGE COUNTY GOVERNMENT
FLORIDA

COUNTY ATTORNEY'S C
JEFFREY J. NEWTON, C

201 South Rosalind Avenue ▪ 3rd Floo
Reply To: Post Office Box 1393
Orlando, FL 32802-1393
407-836-7320 ▪ Fax 407-836-5888
http://www.ocfl.net

Deputy County Attorney
Joel D. Prinsell

Senior Assistant County Attorneys
Elaine Asad
Lila McHenry

Assistant County Attorneys
Andrea Adibe
Roberta Alfonso
Anthony Cotter
Whitney E. Evers
Wanzo Galloway, Jr.
Erin E. Hartigan
Georgiana Holmes
Katherine W. Latorre
Scott McHenry
Sawsan Mohiuddin
Scott Shevenell
William Turner

Legal Administrative Supervisor
Anna M. Caban

Senior Paralegal
Kimberly Cundiff

Paralegals
Melessia Lofgren
Maria Vargas, ACP

MEMORANDUM

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

FROM: Jeffrey J. Newton, County Attorney
Sawsan Mohiuddin, Assistant County Attorney

DATE: June 5, 2017

SUBJECT: **Consent Agenda Item for the Board Meeting on June 20, 2017**
Proposed Revised Administrative Regulations 5.02.01, titled "Newsletters, Public Information And/Or Public Relations Publications"

Attached for your review are proposed revisions to Administrative Regulation 5.02.01.

I. **EXPLANATION & SUMMARY OF PROPOSED REGULATION:**
At the request of the Orange County Administrator's Office, the attached regulation was reviewed in depth and revisions were made to ensure that the regulation is consistent with current practices and procedures.

It is my intent to place the proposal on the June 20, 2017, Consent Agenda for approval by the Board of County Commissioners. Please advise me of any questions, comments, or modifications you may wish to make prior to that meeting.

II **ACTION REQUESTED:**
Approval of proposed revisions to Administrative Regulations 5.02.01, titled

"Newsletters, Public Information And/Or Public Relations Publications."

AMC
Attachment
c: Ajit Lalchandani, County Administrator
Eric Gassman, Chief Accountability Officer

DRAFT
11/17/16

ORANGE COUNTY ADMINISTRATIVE REGULATIONS	No.: 5.02.01
	Date: 5-11-87
	Approved By: BCC Revised: 6/27/06
Title: **NEWSLETTERS, PUBLIC INFORMATION AND/OR PUBLIC RELATIONS PUBLICATIONS**	Page 1 of 2

I. POLICY

A. The County's intranet, *Orange Net*, shall be the primary media for publishing and disseminating County employee news, and shall be the responsibility of the Human Resources Department in coordination with Information Systems & Services. Current County news and information, which is posted on the County's website at www.ocfl.net, is the responsibility of the Communications Division. In order to facilitate "family first" communication as much as possible, this external information automatically feeds to OrangeNet to keep employees who may not have internet access at work apprised of the information that is provided to citizens. ~~The *Orange Spiel* shall be the primary media for publishing and disseminating County employee news, and shall be the responsibility of the Human Resources Department with support from the Communications Division.~~

B. An internal newsletter may be published by a department or division to disseminate news concerning its employees.

C. All other brochures or publications of a promotional nature shall be reviewed and approved as to content and distribution by the County Administrator or designated staff prior to duplication or printing.

D. All public information bulletins or newsletters shall be processed by the Communications Division unless the County department is granted an exemption from the Communications Division Manager or designated staff.

II. PROCEDURES

A. Any employee who has an item of County employee news may have such information considered for inclusion in the ~~*Orange Spiel*~~ Orange Net by contacting his/her department or division reporter or by submitting information to the newsletter editor.

B. Any newsworthy article or information of general employee interest may be sent to the newsletter editor for consideration of inclusion in the ~~*Orange Spiel*~~ Orange Net. However, information or materials relating to administrative or departmental policy or management must have prior approval of the department to be considered for publication.

C. All newsletters, including an annual report, within a department must have the initial approval of the County Administrator along with the approval of the department prior to distribution.

D. Glossy magazines with more than four color covers and interior pages are prohibited. Four color covers and two color interior pages are permitted.

E. Copies of all newsletters shall be provided to the Communications Division, which will maintain a master file and monitor policy compliance.

FOR MORE INFORMATION CONTACT: Communications Division, County Administrator's Office

REFERENCE: None

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 22, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Deodat Budhu, Manager, Roads and Drainage Division
407-836-7919

SUBJECT: Award of Invitation for Bids Y17-1065-DG, Right-of-Way Mowing – Taft Area, Section I

ACTION REQUESTED:

Approval to award Invitation for Bids Y17-1065-DG, Right-of-Way Mowing – Taft Area, Section I, to the low responsive and responsible bidder, Lawnwalker Services, Inc., in the estimated annual contract award amount of $476,050. Further request authorization for the Procurement Division to exercise option years one and two.

PROCUREMENT:

To provide right-of-way mowing in the Taft Area, Section I, located in Districts 1 and 4.

FUNDING:

Funding is available in account number 1002 072 2906 3816. The Roads and Drainage Division anticipates that the entire contract amount will be ordered during the contract period. Funds will be cited on individual delivery orders.

APPROVALS:

The Roads and Drainage Division and the Business Development Division concur with this recommendation.

REMARKS:

Five bids from pre-qualified bidders were received in response to this Invitation for Bids, and were evaluated for responsiveness, responsibility and price. Lawnwalker Services, Inc. is the lowest responsive responsible bidder. The bid is considered reasonable based on comparison to prices for the same services under the current County right-of-way contract for the same area. Lawnwalker Services, Inc. confirmed their bid and understanding of the requirements of the contract. Also, they have a record of satisfactory performance on similar county contracts. Therefore, award is recommended to Lawnwalker Services, Inc.

Bid tabulation is as follow:

	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	TOTAL EST BID
Lawnwalker Services, Inc.	$476,050	$445,600	$412,150	$1,333,800
Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	$483,500	$479,640	$495,780	$1,458,920
Carol King Landscape Maintenance, Inc.	$492,700	$510,250	$534,760	$1,537,710
Groundtek of Central Florida, LLC	$513,000	$530,790	$548,580	$1,592,370
AmeriScapes Landscape Management Services, LLC	$673,000	$698,200	$699,400	$2,070,600

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 3, 2017

TO: Dorothy Gordon, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB-Y17-1065-DG, Right of Way Mowing – Taft Area, Section I

The Business Development Division evaluated the **5 bids** submitted for this project and found that the **one (1)** Orange County certified Minority Women Business Enterprise bidder **was not within 5%** of the low bid for bid awards from $750,000.01 to 2,000,000.00. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 cannot be applied.

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson

BID COMPARISON

Y17-1065-DG, Right of Way Mowing - Taft Area, Section I

Rank	Bidder	Bid Amount	$ Over Low Bid	% Difference From Low Bid (5%)	$ Over 2nd Low Bid	% Difference From 2nd Low Bid
Low Bid	Lawnwalker Services, Inc.	$1,333,800				
2nd Low	Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	$1,458,920	$125,120	9.38%		
3rd Low	Carol King Landscape Maintenance, Inc.	$1,537,710	$203,910	15.29%	$78,790	5.40%
4th Low	Groundtek of Central Florida, LLC (HM)	$1,592,370	$258,570	19.39%	$133,450	9.15%
5th Low	AmeriScapes Landscape and Management Services, LLC	$2,070,600	$736,800	55.24%	$611,680	41.93%

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ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 30, 2017

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: James W. Becker, Manager, Utilities Solid Waste Division
407-254-9660

Subject: Award of Invitation for Bids Y17-1073-RM, Operation, Maintenance & Monitoring of the Landfill Gas, Leachate and Stormwater Management System at the Orange County Landfill

ACTION REQUESTED:

Approval to award Invitation for Bids Y17-1073-RM, Operation, Maintenance & Monitoring of the Landfill Gas, Leachate and Stormwater Management System at the Orange County Landfill to the low responsive and responsible bidder, Carlson Environmental Consultants, PC in the estimated annual contract award amount of $2,178,317. Further request authorization for the Procurement Division to exercise contract option years one and two.

PROCUREMENT:

Work under this contract includes all labor, materials, equipment, and supervision for the installation of horizontal and vertical landfill gas collection wells, stormwater management pipes, and leachate recirculation pipes, as well as operation, monitoring, and maintenance of the landfill and leachate collection and control systems.

FUNDING:

Funding is available in accounts 4410-038-1081-02-9256, 4410-038-1086-05-9256, 4410-038-1099-03-9256 and 4410-038-1021-3687.

APPROVALS:

The Solid Waste and Business Development Divisions concur with this recommendation.

REMARKS:

Three bids were received. The bid of Comanco Environmental Corporation did not provide sufficient similar project reference information required and were deemed non-responsible. Carlson Environmental Consultants, PC has a satisfactory record of performance for this type of work and has been determined to be responsible. Therefore, award is recommended to Carlson Environmental Consultants, PC.

Bids Received

Carlson Environmental Consultants, PC

Base Year:	$2,178,317.00
Option Year 1:	$1,943,431.90
Option Year 2:	$1,820,347.04
Total Bid:	$5,942,095.94

Stearn, Conrad & Schmidt Consulting Engineers, Inc. dba SCS Field Services

Base Year:	$2,961,688.00
Option Year 1:	$2,605,096.45
Option Year 2:	$2,543,646.00
Total Bid:	$8,110,430.45

Comanco Environmental Corporation Non-Responsible

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 22, 2017

TO: Rolando Melo, Senior Contract Administrator
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y17-1073-RM, Operation, Maintenance and Monitoring of the Landfill Gas, Leachate and Stormwater Management Systems at the Orange County Landfill

The Business Development Division evaluated 2 bids submitted for this project and found that the apparent low bidder Carlson Environmental Consultants, PC did not meet the Orange County MWBE participation goal of 25%. They reported 16.07% MWBE participation in their bid and did not provide good faith effort documentation. Please note the following certified MWBE participation:

WF	John B. Webb & Associates, Inc.	$72,000.00
AFAM	Tek Hauling, Inc.	$331,000.00
WF	Winter Garden Grassing, Inc.	$552,000.00
Total MWBE Participation		**$955,000.00**

The second low bid submitted by Stearn, Conrad & Schmidt Consultation Engineers, Inc. dba SCS Field Services did not meet the Orange County MWBE participation goal of 25%. They reported 21% MWBE participation in their bid and did not provide good faith effort documentation. Please note the following certified MWBE participation:

WF	John B. Webb & Associates, Inc.	$72,000.00
AF(PAC)	MSE Group (sub)	$166,655.00
AF(PAC)	MSE Group (supplier)	$340,315.00
AFAM	Solan Trucking	$526,472.00
WF	Winter Garden Grassing, Inc	$587,400.00
Total MWBE Participation		**$1,692,842.00**

Our evaluation of these bids was based on the participation listed on the subcontractor/supplier page. If the low bidder is not chosen, please let us know so that we may obtain Letters of Intent to confirm the participation.

Attached is a spreadsheet reconciling the bidders' compliance with the IFB's M/WBE requirements, including the percentage breakdown for all bidders and a comparison of the relative bids versus participation percentages.

c: contract file

BID COMPARISON

IFB-Y17-1073-RM, Operation, Maintenance & Monitoring of the Landfill Gas, Leachate and Stormwater Management Systems at the Orange County Landfill

Rank	Bidder	Bid Amount	M/WBE $'s in Bid	% M/WBE (Goal 25%)	GFE	$ Over Low Bid	% Difference From Low Bid (3%)	$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO M / W
Low Bid	Carlson Environmental Consultants, PC	$5,942,095.94	$955,000	16.07%	No					7%/17%
2nd Low	Stearn, Conrad & Schmidt Consultation Engineers, Inc. dba SCS Field Services	$8,110,430.45	$1,692,842	21%	No	$2,168,335	36.49%			15%/23%

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ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
3

May 30, 2017

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: James Becker, Manager, Solid Waste Division
407-254-9660

Subject: Award of Invitation for Bids Y17-1092-PD, Automated Bear Resistant Carts

ACTION REQUESTED:

Approval to award Invitation for Bids Y17-1092-PD, Automated Bear Resistant Carts, to the low responsive and responsible bidder, Northland Products, Inc., for the total contract award amount of $367,425. We further request authorization for the Procurement Division to renew the contract for two additional 1-year terms.

PROCUREMENT:

To provide automated bear-resistant garbage carts compatible with the County automated collection program.

FUNDING:

Funding is available in account numbers 0001-062-3125-4123 and 1006-038-1250-4123. Solid Waste was awarded a $200,000 grant from the Florida Wildlife Commission (FWC) for the initial purchase. The Solid Waste Division may purchase additional carts if needed and if future funding becomes available.

APPROVALS:

The Solid Waste and Business Development Divisions concur with this recommendation.

REMARKS:

Two bids were received and evaluated for responsiveness, responsibility and price. Northland Products, Inc. is the low responsive and responsible bidder. The bid is considered reasonable based on the technical evaluation and recommendation of staff. The bid from Rehrig Pacific Company was determined to be non-responsive due to not meeting the minimum bid requirements.

On October 12, 2016, Orange County revised Article IV of Chapter 32 of the County Code to include a designated Bear Management Area located in the northwest region of the County. This area showed a significant number of bear/human interactions based on information from the FWC. Orange County residential customers in the curbside collection program were issued 95- or 65-gallon roll carts for the automated collection system. Any Orange County residential customer who lives in the designated Bear Management Area in northwest Orange County is eligible to swap out their roll cart for a county approved 95-gallon bear-resistant roll cart at a discounted price while supplies last.

Orange County was awarded a grant from FWC to purchase bear-resistant carts for use in the designated Bear Management Area. Based on this grant award and County funding, Orange County plans to make an initial purchase of $225,000 of bear-resistant carts.

Bid tabulation is as follows:

Bidders	Price
Northland Products, Inc.	$367,425
Rehrig Pacific Company	Non-Responsive

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 22, 2017

TO: Perry Davis, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y17-1092-PD, Automated Bear Resistant Garbage Carts

The Business Development Division evaluated the **1 bid** submitted for this project and found that the **bidder is not an** Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
4

May 22, 2017

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: Sara Flynn-Kramer, Manager, Capital Projects Division
407-836-0048

Subject: Award of Invitation for Bids Y17-745-RM, Bithlo Park New Playground & Shadow Bay Park Playground Improvements

ACTION REQUESTED:

Approval to award Invitation for Bids Y17-745-RM, Bithlo Park New Playground & Shadow Bay Park Playground Improvements, to the low responsive and responsible bidder, CORE Engineering & Construction, Inc. in the total contract award amount of $755,478.

PROCUREMENT:

The scope of work includes installation and related construction work for a new playground at Bithlo Park and a new sail shade structure, playground and fitness equipment at Shadow Bay Park. Work on both parks also includes safety surface, drainage, concrete sidewalks and curbs, concrete paving and other associated site work. The Bithlo Park project is located in District 5 and Shadow Bay Park is located in District 1.

FUNDING:

Funding is available in account number 1050 068 2100 6310 for Bithlo Park & 1050-068-1834-3810 for Shadow Bay Park.

APPROVALS:

The Capital Projects Division and Business Development Division concur with this recommendation.

REMARKS:

Four bids were received. The bid submitted from Ryan Fitzgerald Construction was not submitted on the revised bid form and was deemed non-responsive. The bid of CORE Engineering & Construction, Inc. is considered reasonable based on the engineer's estimate. References provided were satisfactory for this type of work and has been determined to be responsible. Therefore, award is recommended to CORE Engineering & Construction, Inc.

Bids Received

CORE Engineering & Construction, Inc.	$755,478
Schuller Contractors Incorporated	$780,000
Wharton-Smith, Inc.	$1,062,149
Ryan Fitzgerald Construction	Non-Responsive

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

April 21, 2017

TO: Rolando Melo, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator DW
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y17-745-RM / Bithlo Park New Playground & Shadow Bay Park Playground Improvements – Base Bid

The Business Development Division evaluated the 3 bids submitted for this project and found that the apparent low bidder CORE Engineering & Construction, Inc. did not achieve good faith effort documentation and reported 4.56% MWBE participation in their bid. Please note the following certified MWBE participation:

Wbe-wf	American Eagle Concrete Sawing & Drilling, Inc.	$6,000
Mbe-am	Central Hauling & Excavating, Inc.	$18,388.05
Mbe-afam	Solan Trucking & Excavating	$10,069.44
Total MWBE Participation		**$34,457.49 (4.56%)**

The second low bid submitted by Schuller Contractors Incorporated did not achieve good faith effort documentation and reported 1.92% MWBE participation in their bid.

The third low bid submitted by Wharton-Smith, Inc. did not achieve good faith effort documentation and reported 6.96% MWBE participation in their bid.

None of the bids met the the MWBE sliding scale range criteria to be awarded this contract over the low bidder.

Our evaluation of these bids was based on the participation listed on the subcontractor/supplier page. If the low bidder is not chosen, please let us know so that we may obtain Letters of Intent to confirm the participation.

Attached is a spreadsheet reconciling the bidders' compliance with the IFB's M/WBE requirements, including the percentage breakdown for all bidders and a comparison of the relative bids versus participation percentages.

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson

BID COMPARISON - BASE

IFB-Y17-745-RM / Bithlo Park New Playground & Shadow Bay Park Playground Improvements										
Rank	**Bidder**	**Bid Amount**	**M/WBE $'s in Bid**	**% M/WBE (Goal 25%)**	**GFE**	**$ Over Low Bid**	**% Difference From Low Bid (5%)**	**$ Over 2nd Low Bid**	**% Difference From 2nd Low Bid**	**EEO % M / W**
Low Bid	CORE Engineering & Construction, Inc.	$755,478	$34,457.49	4.56%	no					9/29
2nd Low	Schuller Contractors Incorporated	$780,000	$15,000.00	1.92%	no	$24,522	3.25%			80/5
3rd Low	Wharton-Smith, Inc.	$1,062,149	$73,882.00	6.96%	no	$306,671	40.59%	$282,149	36.17%	31/13

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 23, 2017

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: Carrie Woodell, Manager, Procurement Division

Contact: Sara Flynn-Kramer, Manager, Capital Projects Division
407-836-0048

Subject: Award of Invitation for Bids Y17-750-RM, Orange County Fire Station 67

ACTION REQUESTED:

Approval to award Invitation for Bids Y17-750-RM, Orange County Fire Station 67, to the low responsive and responsible bidder, R.D. Michaels, Inc. in the total contract award amount of $3,368,000.

PROCUREMENT:

The scope of work includes the construction of a new, one-story, three-bay fire station facility, consisting of office, living quarters, apparatus bays and all related site construction including roadway and parking spaces and signalization systems. The project is located in District 5.

FUNDING:

Funding is available in account number 1023 034 0697 6210.

APPROVALS:

The Capital Projects Division and Business Development Division concur with this recommendation.

REMARKS:

Five bids were received. The low bidder, R.D. Michaels, Inc., achieved the M/WBE goal of 25% with 47.53% participation. References provided were satisfactory for this type of work and R.D. Michaels, Inc. has been determined to be responsible. Therefore, award is recommended to R.D. Michaels, Inc.

Bids Received

R.D. Michaels, Inc.	$3,368,000.00
McCree Design Builders, Inc.	$3,399,000.00
West Construction, Inc.	$3,581,668.00
Wharton-Smith, Inc.	$3,590,000.00
Tron Construction, LLC	$3,690,506.50

ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 8, 2017

TO: Rolando Melo, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator DW
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y17-750-RM / Orange County Fire Station 67

The Business Development Division evaluated the 5 bids submitted for this project and found that the apparent low bidder R.D. Michaels, Inc. met the MWBE participation goal and reported 47.53% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Central Florida Construction Walls	$789,469
Mbe-hm	D & R Cabinetry & Millwork, Inc.	$23,000
Wbe-wf	Cajun Installation & Distributing, Inc.	$58,127
Mbe-hm	Sky Builders USA, LLC	$98,339
Mbe-hm	Silvas Painting & General Services Corp.	$44,143
Wbe-wf	Lavender Lady Plumbing Co Inc	$102,000
Mbe-afam	Prime Electric, LLC	$485840
Total MWBE Participation		**$1,600,918.00 (47.53%)**

The second low bid submitted by McCree Design Builders, Inc. met the MWBE participation goal and reported 35.73% MWBE participation in their bid.

The third low bid submitted by West Construction, Inc. met the MWBE participation goal and reported 32.65% MWBE participation in their bid.

The fourth low bid submitted by Wharton-Smith, Inc. did not achieve good faith effort documentation and reported 18.93% MWBE participation in their bid.

The fifth low bid submitted by Tron Construction, LLC did not achieve good faith effort documentation and reported 3.08% MWBE participation in their bid.

Theresa Ferguson

None of the bids met the MWBE sliding scale range criteria to be awarded this contract over the low bidder.

Our evaluation of these bids was based on the participation listed on the subcontractor/supplier page. If the low bidder is not chosen, please let us know so that we may obtain Letters of Intent to confirm the participation.

Attached is a spreadsheet reconciling the bidders' compliance with the IFB's M/WBE requirements, including the percentage breakdown for all bidders and a comparison of the relative bids versus participation percentages.

c: Sheena Ferguson, Manager, Business Development Division

BID COMPARISON

IFB-Y17-750-RM / Orange County Fire Station 67

Rank	Bidder	Bid Amount	M/WBE $'s in Bid	% M/WBE (Goal 25%)	GFE	$ Over Low Bid	% Difference From Low Bid (4%)	$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	R.D. Michaels, Inc.	$3,368,000.00	$1,600,918	47.53%	na					9/9
2nd Low	McCree Design Builders, Inc.	$3,399,000.00	$1,214,574	35.73%	na	$31,000.00	0.92%			20/14
3rd Low	West Construction, Inc.	$3,581,668.00	$1,169,282	32.65%	na	$213,668.00	6.34%	$182,668.00	5.37%	55/2
4th Low	Wharton-Smith, Inc.	$3,590,000.00	$679,761	18.93%	no	$222,000.00	6.59%	$191,000.00	5.62%	31/13
5th Low	Tron Construction, LLC	$3,690,506.50	$113,600	3.08%	no	$322,506.50	9.58%	$291,506.50	8.58%	78/22

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 25, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Rob Bains, Director of Administrative Services
Court Administration
407-836-0439

SUBJECT: Ratification of Purchase Order M84931, Annual Site Subscription for Jury Management Software

ACTION REQUESTED:

Ratification of Purchase Order M84931, Annual Site Subscription for Jury Management Software, with Courthouse Technologies LTD in the amount of $110,700.

PROCUREMENT:

To provide annual services to Court Administration by issuing summons directly to citizens and at the kiosk. The annual subscription period is for June 2, 2017 through June 1, 2018.

FUNDING

Funding is available in account number 0001 003 0104 3192.

APPROVALS:

Court Administration concurs with this recommendation.

REMARKS:

In January 2014, Court Administration entered into a five-year agreement with Courthouse Technologies LTD for the use of Jury Management Software. The software was initially procured through a GSA contract for the first two years. Courthouse Technologies LTD is the sole provider and the exclusive distributor of the Courthouse Jury Management Software currently in use at Court Administration. The system includes eResponse, Interactive Web Response system for the Courthouse jury management system and Courthouse Summons Direct which includes summons printing, mailing and address verification services. On average, Orange County mails out 2,650 summonses each week.

Courthouse Technologies (CASS) Coding Accuracy Support System certifies weekly summons mail-outs and provides a judicial management system interface with increased functionality. The court has been able to reduce the number of summonses mailed out in Orange County by over 25%. With less summonses going out, the court achieves reduced expenses and fewer citizens are required to report daily, thereby reducing the number of people in the courthouse jury assembly room on a given day. This was recently a concern as the jury assembly room was pushing capacity limits under the fire code. This annual subscription is comparable with the price paid last year for these services.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 30, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT James Becker, Manager, Solid Waste Division
407-254-9660

SUBJECT: Approval of Amendment No. 3, Contract Y3-1021, Transfer, Processing and Marketing of Recyclables

ACTION REQUESTED

Approval of Amendment No. 3, Contract Y3-1021, Transfer, Processing and Marketing of Recyclables with Waste Management, Inc. of Florida in the amount of $250,000 to extend the contract term for six months. Further request authorization for the Procurement Division to extend the contract for six additional months for an additional $250,000. The contract may be cancelled with a 60 day notification.

PROCUREMENT

The purpose of this amendment is to extend the contract to allow sufficient time for the current solicitation to be evaluated and awarded and to provide continued uninterrupted service to the recycling program.

FUNDING

Funds are available in account number 1006-038-1210-3197.

DISCUSSION

The following are the previous contract actions:

Original Contract: BCC Approval:4/22/03 Amount:estimated annual revenue of $3,000,000

Provides the County with the Transfer, Operation, and Marketing of Recyclables in addition to a minimum commitment of recyclables and solid waste. The contract term is for seven years with an option for an additional seven years.

Amendment No. 1: BCC Approval: 6/29/04 Amount: $3,881,000

The contract includes a provision for the County to modify the existing Material Recovery Facility (MRF) from a dual stream to a single stream facility. The contract includes a provision granting the County the right not to make the modifications if the cost exceeds $3.5 million and grants either party to the contract the right to terminate the contract if the County decides not to proceed with the conversion. This amendment shifts the responsibility for this modification from the County to the operator, WMI, and increases the cost of the project from $3.5 million to $3.881 million. This provides the County a host fee of $7.50 a ton on incoming tonnage from other entities recycling collected by Waste Management and processed at the MRF with an estimated recycling revenue of $200,000 annually. Class I tonnage revenue is estimated to yield $19.6 million over the 7-year contract term. The investment of $3.881 million will ensure the continuity of projected revenue streams of approximately $21 million to the County under this contract.

Amendment No. 2: BCC Approval: 11/17/09 Amount: $77,337.80

This amendment exercised the option to extend the contract for a period of seven years effective July 1, 2010. Included in the amendment is a revised Schedule 3, Host Fee Obligation and Revised Schedule 8, Guaranteed Solid Waste Tonnage Amount.

Amendment No. 3:

This amendment extends the existing contract with modifications to allow an Invitation For Bids for Transfer, Processing and Marketing of Recyclables to be evaluated and awarded and to provide continued uninterrupted recycling processing service to 210,000 homes in unincorporated Orange County. The recycling industry has been adversely impacted by low commodity prices that have resulted in recycling processors charging a fee for processing. Amendment No. 3 allows the contractor to charge a $42 per ton processing fee and to continue paying the County a $7.50 host fee.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 16, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Lee Isbell, Senior Monitoring & Evaluation Coordinator
Corrections Fiscal and Operational Support Division
407-836-0208

SUBJECT: Approval of Amendment No.7, Contract Y12-173-B, Security Guards Services Lot 2 at Corrections

ACTION REQUESTED:

Approval of Amendment No.7, Contract Y12-173-B, Security Guards Services Lot 2 at Corrections with G4S Secure Solutions, USA, Inc., for an extension of 120 days in the estimated amount of $213,336.05, for a revised total estimated contract amount of $1,097,570.05.

PROCUREMENT:

To provide continued coverage for security guard services while a new solicitation strategy is executed in order to maintain safety and security at perimeter posts.

FUNDING

Funding is available in account 0001-081-3866-3197 & 0001-081-3872-3197.

APPROVALS:

The Corrections Fiscal and Operational Support Division concurs with this recommendation.

REMARKS:

On March 6, 2012 the Board approved award of Contract Y12-173-B in the amount of $834,234 for a one-year term with four additional one-year term renewals. Contract award and previous amendments to the contract are as follows:

Amendment No.1: Issued on June 1, 2012 increased the contract by $12,051.96 for increased coverage at the Video Visitation Center.

Amendment No. 2: Issued on May 1, 2013: renewed the contract for 12 months.

Amendment No. 3: Issued on May 1, 2014: renewed the contract for 12 months.

Amendment No. 4: Issued on May 1, 2015: renewed the contract for 12 months.

Amendment No. 5: Issued on May 1, 2016: renewed the contract for 12 months.

Amendment No. 6: Issued on May 1, 2017: extended the contract until June 30, 2017 and increased the contract amount by $37,948.04.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 16, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Lee Isbell, Senior Monitoring & Evaluation Coordinator
Corrections Fiscal and Operational Support Division
407-836-0208

SUBJECT: Approval of Amendment No. 8, Contract Y12-173-C, Security Guards Services Lot 3 at Corrections

ACTION REQUESTED:

Approval of Amendment No. 8, Contract Y12-173-C, Security Guards Services Lot 3 at Corrections with AlliedBarton Security Services LLC, for an extension of 120 days in the estimated amount of $155,853.43, for a revised total estimated contract amount of $811,421.49.

PROCUREMENT:

To provide continued coverage for security guard services while a new solicitation stragedy is executed in order to maintain safety and security at the Juvenile Assessment Center.

FUNDING

Funding is available in account 0001-081-3824-3197.

APPROVALS:

The Corrections Fiscal and Operational Support Division concurs with this recommendation.

REMARKS:

On March 6, 2012 the Board approved award of Contract Y12-173-C in the amount of $551,538.24 for a one year term with four additional one-year term renewals. Contract award and previous amendments to the contract are as follows:

Amendment No. 1: Issued on May 1, 2013: renewed the contract for 12 months and increased the contract by 1.9% based on the CPI, an increase of $10,479.22.

Amendment No. 2: Issued on May 1, 2014: renewed the contract for 12 months and increased the contract by 1% based on the CPI, an increase of $5,620.17.

Amendment No. 3: Issued on May 1, 2015: renewed the contract for 12 months and increased the contract by 1.27% based on the CPI, an increase of $7,274.43.

Amendment No. 4: Approved on July 28, 2015: increased the contract by $30,656 to provide additional security guards at the Juvenile Assessment Center.

Amendment No. 5: Issued on May 1, 2016: renewed the contract for 12 months.

Amendment No. 6: Issued on August 1, 2016: increased the contract by 1.4% based on CPI, an increase of $8,606.70.

Amendment No. 7: Issued on May 1, 2017: extended the contract until June 30, 2017, increased the contract by $41,393.30.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 26, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Anthony Rios, Battalion Chief, Fire Rescue Department
407-836-9037

SUBJECT: Approval of Amendment No. 2, Contract Y15-1142E, Fire Rescue & HazMat Supplies & Equipment

ACTION REQUESTED:

Approval of Amendment No. 2, Contract Y15-1142E, Fire Rescue & HazMat Supplies and Equipment with Municipal Equipment Company, LLC in the estimated amount of $52,000, for a revised total estimated contract amount of $224,000.

PROCUREMENT:

To provide continued fire rescue and hazardous material supplies and equipment to ensure Fire Rescue stations are equipped and ready for response.

FUNDING

Funding is available in accounts: 1009-034-0684-4123, 1009-034-0684-4168, 1009-034-0684-6410, 1009-034-0687-4123, 1009-034-0687-4175, 1009-034-0688-4123, 1009-034-0688-4163, and 1009-034-0688-6410.

APPROVALS:

The Fire Rescue Department concurs with this recommendation.

REMARKS:

On September 15, 2015, the Board approved award of Contract Y15-1142E in the amount of $130,000 for a three-year term. Contract award and previous amendments to the contract are as follows:

Amendment No. 1: Issued on January 12, 2017: increased the contract by $42,000 because the funds in the contract were depleted.

May 31, 2017

To: Mayor Teresa Jacobs
And the Board of County Commissioners

From: Carrie Woodell, Manager, and Procurement Division

Contact: Linda Brooks, Manager, Community Corrections and Inmate Programs
407-836-3089

Subject: Approval of Contract Y17-1118, Basic Construction Education Program for Inmates

ACTION REQUESTED:

Approval of Contract Y17-1118, Basic Construction Education Program for Inmates, with Valencia College for a 1-year term in the total contract award amount of $200,800. Further request authorization for the Procurement Division to renew the contract for two additional 1-year terms.

PROCUREMENT:

This contract will provide a Basic Construction Education Program for inmates who are 8-10 weeks from release. Program services include classroom instruction and hands-on training.

FUNDING:

Funding is available in account number 1660-081-3820-3197.

APPROVALS:

The Corrections Department concurs with this recommendation.

REMARKS:

The Basic Construction Education Program will provide a basic construction reentry program for inmates housed at Orange County Corrections. Over nine billion dollars of construction projects are planned in the Central Florida area over the next few years. This projected growth has created an excellent opportunity for correctional education and training to engage in the process of reducing recidivism. The construction field presents

career opportunities that are diverse and have potentially higher wages than the wage of an average inmate without skilled training. Inmates receiving general education and vocational training are significantly less likely to return to jail/prison after release. They are also more likely to find employment than peers who do not receive such opportunities.

Each session shall consist of 200 hours (40 hours per week for five weeks) of classroom and hands on instruction in the area of basic construction. There will be a total of 20 inmates per class. Because of the unique partnership with Valencia, upon completion, a graduate receives five certifications to include a national certification in basic construction skills from the National Center for Construction Education and Research. Instructional staff, books, tools, equipment, safety gear and consumable materials to include handouts and construction materials are provided by Valencia College.

The contract amount is considered reasonable based on the evaluation and analysis by County technical staff.

Valencia College is the only local accredited educational institution offering a construction program in a correctional setting. There are multiple challenges for a construction program within a correctional facility: appropriate content, timeframe flexibility, and curriculum management.

ORANGE COUNTY GOVERNMENT FLORIDA

INTEROFFICE MEMORANI

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
12

May 30, 2017

TO: Mayor Teresa Jacobs
And Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Bryan Lucas, Manager,
Fleet Management Division
407-836-8202

SUBJECT: Approval of Contract Y17-1075-PD, Vactor Trucks Repair and Service

ACTION REQUESTED:

Approval of Contract Y17-1075-PD, Vactor Trucks Repair and Service, with Environmental Products of Florida, in the estimated annual contract award amount of $400,000. Further request authorization for the Procurement Division to renew for four additional 1-year terms.

PROCUREMENT:

This contract will provide repair and service of the Vactor units and systems installed on the Vactor trucks with minimum down time.

FUNDING:

Funding will be made available in account numbers 5530 043 2035 4164.

APPROVALS:

The Fleet Management Division concurs with this recommendation.

DISCUSSION:

This contract will allow for original equipment manufactured (OEM) parts and service to be used in maintaining and servicing the vacuum units of the Vactor vehicles. By using only OEM parts the system warranty is maintained and guarantees system compatibility with all parts. In an effort to identify any authorized service providers, Procurement posted a statement on the County's web page for a period of ten days. Environmental Products of Florida was the only respondent to the inquiry.

Utilities uses these trucks for water and sewer line clean out, repairs, sewer spills, overflowing watered areas and other situations requiring the use of a vacuum to mitigate liquid spill that pose a threat to health and property damage of citizens. The units can be used as high pressure water jets or as large vacuum units.

Public Works also uses this style of truck, but mostly for storm water clean outs and maintenance.

Utilities currently has six Vactor trucks with an average acquisition cost of $472,700. These assets are heavily used and Utilities sees no future change in this usage. Utilities plans to purchase one to two additional units in the coming years, in an effort to replace older units.

This contract will allow Fleet to quickly and efficiently purchase parts and labor when required to maintain and repair these high priority trucks. This will ensure factory authorized parts will be supplied and factory authorized trained technicians will work on the units leading to decreased downtime.

General maintenance will not be performed under this contract, only maintenance and repair of the vacuum system and any associated components.

The price was determined to be fair and reasonable when compared to the prior service charges for the maintenance and repair of the Vactor trucks. Labor rates will be charged at $100 per hour for shop labor and $105 per hour for field service with a $50 trip charge. The after hours labor rate is $150 per hour and parts are charged at a 10% discount off list price. These rates are consistent with prior purchases. Based on historical usage the Fleet Management Division estimates the entire contracted amount will be used.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice M

REAL ESTATE MANAGEMENT ITEM 1

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Monica L. Hand, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF DEVELOPER'S AGREEMENT FOR CONSTRUCTION OF A SEMI-PRIVATE BOAT RAMP FACILITY BETWEEN ORANGE COUNTY, THE OVERLOOK AT HAMLIN HOMEOWNERS ASSOCIATION, INC. AND TAYLOR MORRISON OF FLORIDA, INC. AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Overlook Neighborhood Semi-Private Boat Ramp

District 1

PURPOSE: To meet requirements of County Boat Ramp Permit Application No. BR-16-04-000 and Conservation Area Impact Permit Application No. CAI-16-04-018.

ITEM: Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility

APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division

REMARKS: This Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility (Agreement) is associated with applications for a semi-private boat ramp facility (Facility) for the Overlook at Hamlin development under Boat Ramp Permit Application No. BR-16-04-000 and Conservation Impact Permit Application No. CAI-16-04-018. Approval of this item is contingent on approval of both permit applications being processed contemporaneously with this item.

In the event that Taylor Morrison of Florida, Inc. (Developer) elects to construct the Facility upon the property, The Overlook at Hamlin Homeowners Association, Inc. and Developer agree to abide by the provisions of the Boat Ramp Ordinance, except as modified by this Agreement. The variances being requested by the Developer in connection with the permit applications are also described in the Agreement.

The County is executing this document to reflect approval of its terms and conditions.

Developer to pay recording fees.

This instrument prepared by and
after recording return to:

Christopher P. Roper, Esq.
Akerman LLP
420 South Orange Avenue
Orlando, Florida 32801

----------[SPACE ABOVE THIS LINE FOR RECORDING DATA]----------

DEVELOPER'S AGREEMENT FOR CONSTRUCTION OF A SEMI-PRIVATE BOAT RAMP FACILITY

THIS DEVELOPER'S AGREEMENT FOR THE CONSTRUCTION OF A SEMI-PRIVATE BOAT RAMP FACILITY (the "Agreement") is made and entered into by and among **ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("County"), **THE OVERLOOK AT HAMLIN HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751 ("Association"), and **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751 ("Developer").

RECITALS

WHEREAS, the Developer is the owner of certain land situated in Orange County, Florida, as described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Property"), which Property is intended to be conveyed to the Association for use as a common area tract that may include a "semi-private boat ramp facility" as that term is defined in Section 15-603(m) of the Orange County Code (the "Facility"); and

WHEREAS, this Agreement shall apply solely to the Facility, in the event the Developer elects to construct the Facility upon the Property, and shall not apply to any other facilities now or hereafter located on the Property, such as (without implied limitation) a playground and amphitheater that require separate site plan approval by the County; and

WHEREAS, the County has authority to regulate the construction, maintenance, and improvements of said Facility pursuant to Chapter 15, Article XV of the Orange County Code, as it may be amended (the "Boat Ramp Ordinance"); and

WHEREAS, the Association and the Developer as part of their compliance with the Boat Ramp Ordinance desire to enter into this Agreement; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by this reference.

2. In the event the Developer elects to construct the Facility upon the Property, the Association and Developer agree to abide by the provisions of the Boat Ramp Ordinance, except as modified by this Agreement, and will provide for the installation of the Facility in accordance with the Construction Drawings attached hereto as **Exhibit "B"** and incorporated herein by this reference, which Construction Drawings are hereby approved by the County.

3. In the event the Developer elects to construct the Facility upon the Property, the Facility shall be designed, constructed and maintained in conformance with the Orange County Code, except as modified by this Agreement, and any applicable federal or state statues,

regulations, or permits, and in such a manner as to prevent any adverse impact or effect upon other properties.

4. The County shall not be required or obligated in any way to construct, maintain or participate in any way in the construction or maintenance of the Facility. The Association shall be responsible for all maintenance and repair of the Facility.

5. The Facility shall not be dedicated to the use and enjoyment of the general public. As a "semi-private boat ramp facility", the Facility may be used by the Summerlake Owners (defined below) and the members of the Association, or their usual and customary guests, but only in the company of such Owners or members. At least one (1) sign informing the public of the forgoing restriction shall be required at the Facility site.

6. The design and function of the Facility shall not be modified without prior written consent of the Orange County Environmental Protection Division, or other department or division of Orange County government to which is delegated oversight authority (the "Department").

7. Upon final approval of the as-built certification by the Orange County Environmental Protection Division, the Association, and its successors and assigns, shall be responsible for maintaining and operating the Facility in conformity with this Agreement and the standards of the Boat Ramp Ordinance (except as modified by this Agreement), as it may be amended from time to time.

8. The Association, and its successors and assigns, shall bear all costs arising from the use of the Facility including, but not limited to, cost for increased water safety enforcement. These costs shall not exceed ten (10) percent of the estimated cost of constructing the Facility.

9. The Association, in operating and maintaining the Facility, and its respective successors and assigns, shall abide by the Boat Ramp Ordinance except as set forth below:

a. A variance has been granted from Section 15-603(m) of the Orange County Code to allow use of the Facility by the residents (and their usual and customary guests) of the following:

(i) the two subdivisions represented by the Association known as West Lake Hancock Estates (including all phases now or hereafter platted) and Overlook 2 at Hamlin (including all phases now or hereafter platted) (collectively, the "Overlook Neighborhood");

(ii) Lots 1-7, Block S Summerlake PD Phase 1B - A Replat, according to the Plat thereof as recorded at Plat Book 78, Page 42, Public Records of Orange County, Florida;

(iii) Lot 8, Block "S", Summerlake PD Phase 2A and 2B, according to the Plat thereof as recorded at Plat Book 78, Page 72, Public Records of Orange County, Florida;

(iv) Lots 21A – 26A, Block "V", Summerlake PD Phase 2A and 2B, according to the Plat thereof as recorded at Plat Book 78, Page 72, Public Records of Orange County, Florida;

(v) Lots 1 – 20, Block "KK", Summerlake PD Phase 3A, according to the Plat thereof as recorded at Plat Book 84, Page 97, Public Records of Orange County, Florida; and

(vi) Lots 78 and 79, Isles of Lake Hancock Phase 3E, according to the Plat thereof as recorded in Plat Book 82, Page 49 of the Public Records of Orange County, Florida.

The Lots described in subparagraphs (ii) – (vi) above may be collectively referred to herein as the "Summerlake Owners."

b. A variance has been granted from Section 15-605(b)(14) of the Orange County Code to allow the Developer or Association to post an irrevocable letter of credit or cash escrow in favor of Orange County in the amount of ten percent (10%) of the product of the estimated cost to construct the Facility multiplied by 125%, which estimated cost shall be prepared and signed by the engineer for the Developer or the Association, as applicable. Such letter of credit or cash escrow is intended to secure the costs described in Paragraphs 7 and 8, above.

c. A variance has been granted from Section 15-605(b)(8) of the Orange County Code to allow the length of the companion boat mooring dock to exceed to the length of the boat ramp.

10. The Association, in operating and maintaining the Facility, and its respective successors and assigns, shall abide by the following:

a. The boat ramp shall not be more than fifteen (15) feet in width;

b. The parking of any car or trailer at the Facility shall be prohibited. At least one (1) sign informing the public of the forgoing restriction and one (1) "Tow-Away" warning sign, as required by the applicable state statue, shall be required at the Facility site;

c. The companion boat mooring dock's length shall not exceed the length as depicted on the attached plans, nor shall its width exceed four (4) feet;

d. No boat house or other similar sheltered structure may be built on the companion boat mooring dock;

e. The Facility shall provide facilities for the removal of aquatic plants from boat props, motors and trailers, including a hose bib and a receptacle for depositing plant fragments or other aquatic debris;

f. The County shall have the authority to clean up, fence, and otherwise block access to the Facility if it is not properly maintained and until such site has been cleaned up to the satisfaction of the County, or the County has been reimbursed for the cost of clean up, as forth in Section 11 below. The Association, its successors and assigns, shall be responsible for any clean up reimbursement due to the County;

g. Overnight mooring, beaching or storage of boats is prohibited at the Facility;

h. The Facility shall be the only boat ramp in the Overlook Neighborhood on Lake Hancock. The foregoing shall not be construed to limit the number of boat docks that may be approved in the Overlook Neighborhood;

i. The Facility shall have at least one (1) trash receptacle at all times;

j. All parking, refuse and restrooms (if any) shall be designated in a manner consistent with the surrounding land uses;

k. Landscaping, screen walls and any other available measures to reduce noise impacts shall be a part of the design of the Facility;

l. A "No Wake" sign shall be posted at the Facility requiring no wake within a one-hundred-foot radius of the Facility, notwithstanding whether a skier is being dropped off or picked up;

m. Use of the Facility shall be limited to the hours of 6:00 am to 8:00 pm. No overnight mooring of watercraft utilizing the Facility is allowed at the Facility. Any watercraft utilizing the Facility shall be removed from Lake Hancock prior to 8:00 pm; and

n. The Facility shall be closed at any time the elevation of the lake is below ninety-three (93) feet, as determined by a staff gauge to be located at the Facility.

11. In the event the Department determines that the Facility is not properly maintained in accordance with the standards set forth in the Boat Ramp Ordinance, as modified herein, the Department, after thirty (30) days written notice to the Association or its successor(s) in interest, may, without prejudice to any other right or remedy it may have, enter the Property and perform such maintenance to the Facility as the Department deems necessary to meet such standards. To the extent the cost of maintenance cannot be satisfied from the letter of credit or other security required by this Agreement, the County is hereby authorized to assess such cost against the benefited Property, and such maintenance assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such Property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes shall be on a parity with the lien of any such County taxes.

12. Prior to the final inspection of the Facility or issuance of a certificate of completion for the Facility, whichever occurs first, the Developer shall provide to the Department an irrevocable letter of credit or cash escrow in favor of Orange County as described in Paragraph 9.b., above. If a letter of credit is posted, it shall be from a financial institution satisfactory to the County, headquartered within or having a branch within Orange County, and shall not expire until at least one year after the completion of the Facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for the Facility. The letter of credit shall be substantially consistent with the form prescribed in **Exhibit "C"** attached hereto and incorporated herein by this reference, provided that modifications to such form may be approved administratively by the County. If a cash escrow is posted, an Escrow Agreement shall be executed by the Developer, the Association, the County Administrator (or its designee), and the Orange County Comptroller in its capacity as escrow

agent (or another escrow agent approved by the County Administrator or its designee), in the form prescribed in **Exhibit "D"** attached hereto and incorporated herein by this reference, provided that modifications to such form may be approved administratively by the County.

13. The Developer, and its respective successors and assigns, shall indemnify, defend, and hold the County harmless against all losses, damages, cost, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) to the extent caused by the negligent acts or omissions of Developer, its contractors, subcontractors, employees or agents, in the construction of the Facility; provided, however, the foregoing indemnification, defense and hold harmless obligations of Developer shall automatically terminate and be of no further force or effect on the date that is one year following the completion of the construction of the Facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for the Facility. The Association, and its respective successors and assigns, shall indemnify, defend and hold the County harmless against all losses, damages, cost, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) to the extent caused by the negligent acts or omissions of Association, its contractors, subcontractors, employees or agents, in the use or maintenance of the Facility.

14. For the purposes of this Agreement, "maintenance" shall mean keeping the Property in a condition which is in compliance with the Orange County Lot Clearing Ordinance [Article II of Chapter 28, Orange County Code], as it may be amended and replaced from time to time; is consistent with the standards of upkeep required by the covenants, conditions and restrictions that are recorded in the Public Records of Orange County, Florida, and apply to the

Overlook Neighborhood, as the same may be amended from time to time; and assures that the Property and Facility are safe and functional.

15. The Developer, upon the execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Official Records of Orange County, Florida.

16. This Agreement and the obligations herein shall run with the Property, shall inure to the benefit of the Property and shall be binding upon any person, firm, or corporation who may become the grantee of any or all of the Property or who may otherwise become a successor or assign in interest, directly or indirectly to the Property. Notwithstanding anything in this Agreement to the contrary, upon conveyance of the Property to the Association by Developer, Developer shall automatically be released from any and all obligations arising under this Agreement except that Developer's indemnification obligations as set forth in Paragraph 13 shall terminate in such one-year period as is set forth in Paragraph 13.

17. The Association agrees to maintain a copy of this Agreement in the official records of the Association.

18. Nothing in this Agreement shall be constructed to limit the County's regulatory authority over the Facility.

19. This Agreement shall become effective on the date of execution by the last of the parties hereto, whichever date is later ("Effective Date").

[signatures contained on following pages]

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have entered into this Agreement as of the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By:_____
Teresa Jacobs
Orange County Mayor

Date:_____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By:_____
Deputy Clerk

Printed Name:_____

The Overlook at Hamlin Homeowners Association, Inc., a Florida not-for-profit corporation

By: Shelley Kaercher

Print Name: Shelley Kaercher

Title: President

Date: 4-20-2017

STATE OF FLORIDA

COUNTY OF Orange

The forgoing instrument was acknowledged before me this 20th day of April, 2017, by Shelley Kaercher as President of The Overlook at Hamlin Homeowners Association, Inc., a Florida non-for-profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification and did/did not take an oath.

(NOTARY SEAL)

Julia A Shepperd

Notary Public, State of Florida
Name: Julia A Shepperd
Notary Commission No.: GG 069352
My Commission Expires: 2/10/2021

Notary Public State of Florida
Julia Ann Shepperd
My Commission GG 069352
Expires 02/10/2021

Taylor Morrison of Florida, Inc., a Florida corporation

By: _____

Print Name: P Brian Dalrymple

Title: V.P Land Acquisitions

Date: April 20, 2017

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by P Brian Dalrymple as V.P Land Acquisitions of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification and did/did not take an oath.

(NOTARY SEAL)

Notary Public State of Florida
Julia Ann Shepperd
My Commission GG 069352
Expires 02/10/2021

_____

Notary Public, State of Florida
Name: Julia Shepperd
Notary Commission No.: GG069352
My Commission Expires: Feb 10, 2021

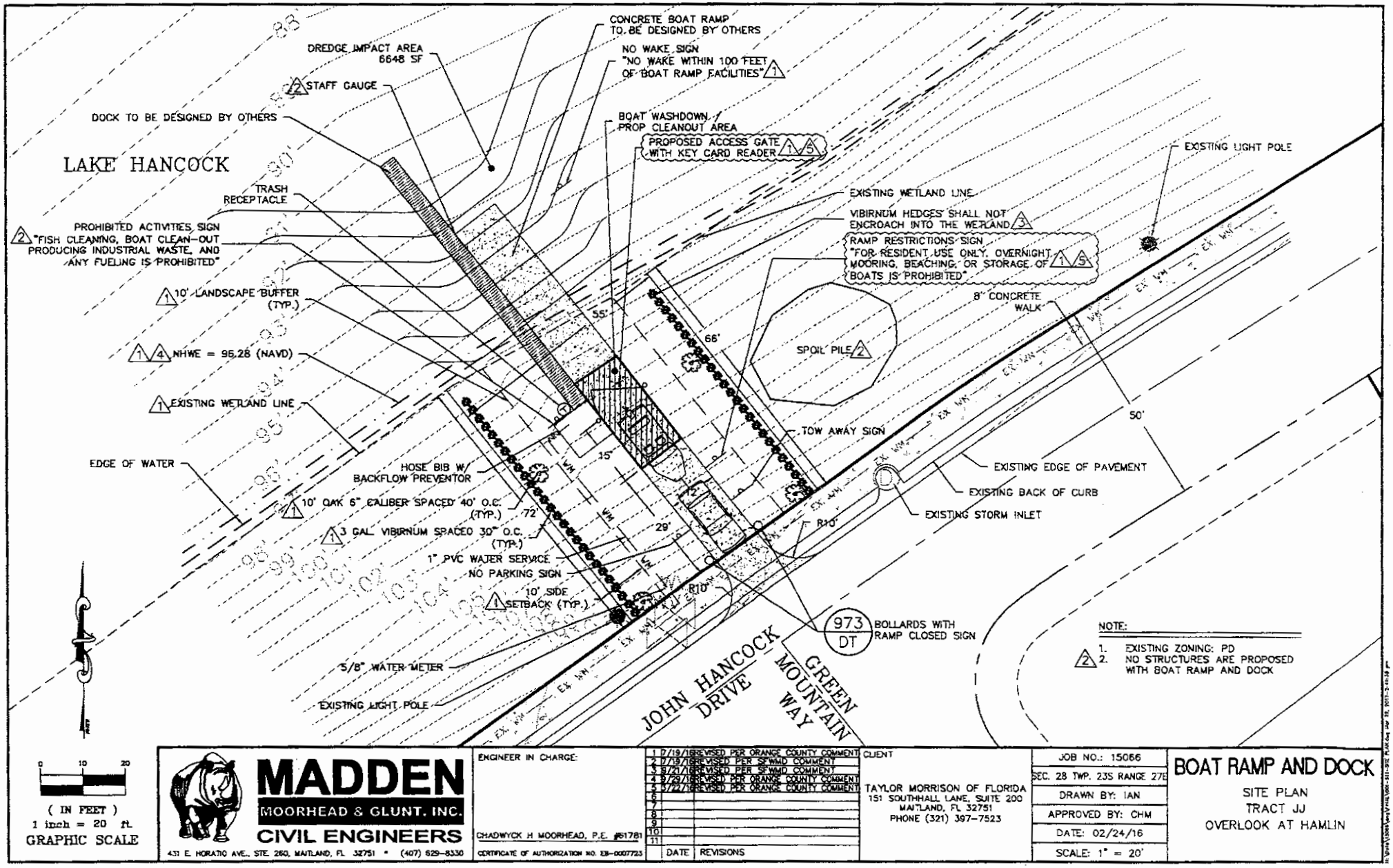
Exhibit "A"

(the Property)

Tract JJ, West Lake Hancock Estates Boat Ramp, according to the plat thereof as recorded in Plat Book 90, Pages 3 and 4, Public Records of Orange County, Florida.

Exhibit "B"

(Construction Drawings – See Attached)



MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007725

	DATE	REVISIONS
1	07/19/16	REVISED PER ORANGE COUNTY COMMENT
2	07/19/16	REVISED PER SFWMD COMMENT
3	8/21/16	REVISED PER SFWMD COMMENT
4	9/29/16	REVISED PER ORANGE COUNTY COMMENT
5	12/22/16	REVISED PER ORANGE COUNTY COMMENT
6		
7		
8		
9		
10		
11		

CLIENT
TAYLOR MORRISON OF FLORIDA
151 SOUTHHALL LANE, SUITE 200
MAITLAND, FL 32751
PHONE (321) 397-7523

JOB NO.: 15066
SEC. 28 TWP. 23S RANGE 27E
DRAWN BY: IAN
APPROVED BY: CHM
DATE: 02/24/16
SCALE: 1" = 20'

BOAT RAMP AND DOCK
SITE PLAN
TRACT JJ
OVERLOOK AT HAMLIN

Exhibit "C"

(Form of Letter of Credit)

TO BE ISSUED ON BANK LETTERHEAD

Orange County, Florida
Developer Maintenance
Irrevocable Standby Letter of Credit

Beneficiary: Orange County, Florida
County Administration Building
201 South Rosalind Avenue
Orlando, Florida 32801

c/o Manager, Orange County Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, Florida 32803

Applicant Name (Legal name as registered with Florida Department of State):

_____

Street Address:

City, State, Zip Code:

Mailing Address (if different from above): _____

City, State, Zip Code: _____

Telephone Number; **Fax Number:**

(___) ___ - _____) (___) ___ - _____) **Email Address:** _____

Project Name:

Letter of Credit Number: _____

Date of Letter of Credit: _____ Date of Expiration: _____

_____ ("Issuer") does hereby establish this
(Name of Issuer)
Irrevocable Standby Letter of Credit number _____ (this "Letter of Credit") in the name of
_____ ("Applicant")
(Name of Applicant)

in the aggregate amount of *[WRITTEN DOLLAR AMOUNT]* ($_____) ***[this amount must be the equivalent of 10% of the product of the estimated cost to construct the boat ramp facility multiplied by 125%]*** in United States Funds available by draft at sight for the benefit of Orange County, Florida ("Beneficiary"), a charter county and political subdivision of the State of Florida. Drafts made under this Letter of Credit shall be marked "Drawn under Irrevocable Standby Letter of Credit Number _____ of _____ Bank dated _____" and must be accompanied by any one of the following:

1. Written notice signed by the Orange County Mayor, or authorized representative, stating that the performance of Applicant's obligation set forth in that certain Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility, dated _____ by and between Applicant and Orange County ("Developer's Agreement"), has not been completed yet and this Letter of Credit will expire within thirty (30) days from the date of drawing without being extended or replaced to the Beneficiary's satisfaction; or

2. Written notice signed by the Orange County Mayor, or authorized representative, stating that the Issuer has lost its designation as a "qualified public depository" pursuant to Chapter 280, Florida Statutes, and an acceptable replacement letter of credit has not been received within ten (10) days of the Beneficiary's notification to Applicant; or

3. Written notice signed by the Orange County Mayor, or authorized representative, stating that the Applicant has failed to comply with the requirements as set forth and included in Boat Ramp Permit No. _____ and the Developer's Agreement. Specifically, the notice must state that the Applicant failed to maintain the Boat Ramp Facility in accordance with the requirements of the Boat Ramp Permit, Developer's Agreement, and Section 15.605, Orange County Code.

Partial draft by the Beneficiary is permitted and surrender of this Letter of Credit will not be required for such partial draft to be honored in such event.

The Issuer guarantees all drafts made under and in compliance with this Letter of Credit will be honored at sight at _____

(Issuer or Confirming Bank address MUST BE in Orange, Seminole, or Osceola County)

when presented by the Beneficiary on or before _____ ("Expiration Date") ***[this date must be one year after the date of the Certificate of Completion),*** or during any period of extension of this Letter of Credit.

This Letter of Credit shall be in effect, without amendment, until the Expiration Date set forth in the previous paragraph. Thereafter, it shall be automatically extended for successive periods of ninety (90) days each not to exceed a total of three (3) such 90-day periods, unless at least sixty (60) days prior to any expiration date the Issuer notifies the Beneficiary in writing via certified mail at the address listed on the first page of this Letter of Credit, that the Issuer elects not to renew this Letter of Credit.

This Letter of Credit is governed by the following:

A. The laws of the State of Florida, as amended subsequent to the effective date of this Letter of Credit, including without limitation Chapter 675, Florida Statutes, all other statutes, all other acts of the Florida Legislature, and all administrative regulations applicable to this Letter of Credit, the issuer, or the Applicant;

B. The International Standby Practices (ISP) 08, Publication 590, to the extent not in conflict with Chapter 675, Florida Statutes, any other law of the State of Florida, or any administrative regulations applicable to this Letter of Credit, the Issuer, or the Applicant.

Venue for any administrative proceeding or judicial action arising from this Letter of Credit, including any action to enforce its terms against the Issuer, shall be in Orange County, Florida.

Authorization to Contract: The officer signing this Letter of Credit represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Letter of Credit on behalf of the Issuer and further that performance of the issuer's obligations hereunder have been duly authorized and that the Letter of Credit is a valid and Legal agreement binding on the Issuer and enforceable in accordance with its terms.

(SEAL)

_____

Authorized Signature and Title of Financial Institution Officer

_____

Printed Name and Title of Authorized Officer

Exhibit "D"

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("**Escrow Agreement**") is made and entered into as of the date of last execution ("Effective Date") by and among **Orange County**, a charter county and political subdivision of the State of Florida ("**County**"); **Taylor Morrison of Florida, Inc.**, a Florida corporation ("**Developer**"); **The Overlook at Hamlin Homeowners Association, Inc.**, a Florida non-profit corporation ("**Association**") (herein collectively referred to as the "**Principals**"); and the **Orange County Comptroller,** in its capacity as Escrow Agent ("**Escrow Agent**"), with all parties' mailing addresses noted in Section 15, hereinbelow.

WITNESSETH:

WHEREAS, the Developer owns that certain real property located in Orange County, Florida, more particularly described in Exhibit "A," attached hereto and incorporated herein (hereinafter referred to as "Property"); and

WHEREAS, the Developer intends to construct and to have the Association maintain a boat ramp facility on the Property pursuant to Permit Number BR-16-04-000 issued by the County on _____ (the "Permit"); and

WHEREAS, the Developer intends to have the boat ramp facility constructed on the Property in accordance with the plans and the Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility between the Developer, the Association and the County (hereinafter referred to as "Developer's Agreement"), which Developer's Agreement has been approved by the County in connection with the County's issuance of the Permit; and

WHEREAS, the Developer's Agreement requires the Developer or Association to demonstrate financial responsibility for the maintenance and use of such ramp facility. In this regard, the Developer's Agreement permits the Developer and Association to execute, deliver and enter into an Escrow Agreement providing for the payment of cash to Escrow Agent to be held in escrow for the security and benefit of the County to ensure performance by the Association of its obligations relating to maintenance and use of the boat ramp facility under the Developer's Agreement; and

WHEREAS, the Escrow Agent has agreed to serve as the escrow agent in accordance with the terms and conditions set forth herein; and

WHEREAS, the Principals desire that Escrow Agent shall hold and release the Escrowed Funds subject to the terms and conditions set forth in this Escrow Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto represent, warrant, covenant, and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Principals hereby retain Escrow Agent, at no cost to them, to serve solely as the Escrow Agent (and in no other capacity) with respect to the Escrowed Funds, as later defined herein, and Escrow Agent hereby accepts such retention.

3. Contemporaneously with the full execution of this Escrow Agreement by the parties, Developer has paid, deposited and delivered, in escrow, to the Escrow Agent, cash in the principal sum of $3,750.00 ("Escrow Funds"), which shall be held in escrow as collateral security for the timely performance by the Association of its obligations relating to maintenance and use of the boat ramp facility under the Developer's Agreement. Within five business days of receipt, the Escrow Agent shall place the Escrow Funds into an escrow account ("Escrow Account") to be held, administered, distributed, and released, as provided for herein. The Escrow Agent shall acknowledge receipt of the Escrow Funds providing notice, either in writing or by electronic mail, to the County, the Developer and the Association within five business days after receipt of the Escrow Funds.

4. The Escrow Agent is authorized to disburse the Escrow Funds from said Escrow Account to the following Parties upon satisfaction of the conditions of the following events:

a. Upon receipt of written notice from the Developer, consented or agreed to in writing by the County, the Escrow Agent shall disburse that amount described in the written notice, up to the full amount of the Escrow Funds (less any funds disbursed to the County for non-compliance as provided below in this paragraph). Disbursements shall be payable to "Taylor Morrison of Florida, Inc.," and shall be delivered to the address provided in Section 15 below, or such other address as the Developer may direct in the written certificate.

b. In the event the County (more specifically, Orange County Environmental Protection Division) determines that the Association has defaulted upon its obligations relating to maintenance and use activities under the Developer's Agreement, the County shall submit written notification to Association describing each matter of non-compliance ("Non-compliance Notification"), and providing 30 days (unless a longer period is agreed upon) to cure, or cause to be cured, such matter(s) referenced in the Non-compliance Notification. In the event the County determines that Association has failed to resolve any matter(s) described in the Non-compliance Notification within the prescribed period of time, the County may request of the Escrow Agent withdrawal of all or a portion, as it deems neeessary, of the Escrowed Funds to cause the correction of the matter(s) of non-compliance in the following manner. The Environmental Protection Officer shall present to the Escrow Agent, with a copy to the Association: (1) a statement signed by the Environmental Protection Officer representing that the Association has failed to meet its obligations relating to maintenance and use activities under the Developer's Agreement, (2) an estimate of the cost of completion of the obligation(s), and (3) a draw request. The Escrow Agent shall promptly transfer to the County funds in the amount of the draw request from the Escrowed Funds. At the termination of this Escrow Agreement, funds

not transferred to the County shall be disbursed to Taylor Morrison of Florida, Inc., without interest.

c. Any written certificate signed on behalf of the County by any persons stating that they hold any of the following positions or offices may be relied on by the Escrow Agent as the written certificate of the County: County Administrator of Orange County, or his/her designee. Any written certificate or notice signed on behalf of the Association by any persons stating that they hold any of the following positions or offices may be relied on by the Escrow Agent as the written certificate of the Association: any person who states that he or she is the President or Vice-President of the Association.

d. At any time on or after the one year anniversary of the completion of the boat ramp facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for such facility, and upon the Association's delivery of a written certificate that complies with the procedures hereinabove, any monies remaining in the Escrow Account will be disbursed by Escrow Agent to Taylor Morrison of Florida, Inc.

5. Simultaneously with final disbursement of the Escrow Funds pursuant to this Escrow Agreement, the Escrow Agent and all other Parties shall be released of all liability, duties and responsibilities under this Escrow Agreement.

6. All Parties to this Escrow Agreement understand and agree that Escrow Agent is holding the Escrow Funds as agent and that the funds are not trust funds.

7. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then shall only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent shall not be charged with any constructive knowledge whatsoever.

8. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the matters herein for which Escrow Agent is expressly obligated. The Principals hereby indemnify Escrow Agent and agree to hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, except in the case of gross negligence, willful misconduct, or breach of trust by Escrow Agent. In connection therewith, the Principals indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any such claim, whether or not litigation is instituted. Nothing contained herein is intended as, nor shall constitute, a waiver by County or Escrow Agent of its sovereign immunity protections pursuant to Section 768.28, Florida Statutes (2015).

9. The Principals expressly agree that the consideration, in part, for each of them entering into this Escrow Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Escrow Agreement. The Principals expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by any party hereto. Upon any failure by any party hereto to perform its obligations under this Escrow Agreement, each party shall be limited strictly to only the following remedies:

a. Action for specific performance or injunction;

b. Action for declaratory judgment regarding the rights and obligations of the County;

c. Any combination of the foregoing.

10. Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent shall not be required to make payment of an amount in excess of the balance in the Escrow Account nor make any interest payment on any balance in the Escrow Account.

11. The term of this Escrow Agreement shall be for a period of one year, commencing upon the County's final inspection approval or the County's issuance of a final letter of completion for such facility, whichever occurs first. This Escrow Agreement may be terminated earlier as follows:

a. Upon written notice given by all Principals of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than 20 business days after notice to Escrow Agent of such cancellation; or

b. Upon Escrow Agent's resignation as escrow agent, which Escrow Agent may do at anytime upon giving written notice to Principals of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than 20 business days after the giving of notice of resignation; or

c. Upon disbursement of all Escrowed Funds as provided in Section 4.

12. Notwithstanding the foregoing, the one-year term may not apply to any portion of the Escrowed Funds that are subject to any active or pending draw request(s) pursuant to Section 4 above.

13. Upon termination of the duties of Escrow Agent in either manner set forth in Section 11.a or 11.b, Escrow Agent shall deliver all of the Escrowed Funds to the newly appointed escrow agent designated in writing by all Principals. Regarding Section 11.b only, in the event the Principals fail to agree upon a successor escrow agent prior to the effective date of the cancellation or resignation, Escrow Agent shall have the right to deposit the Escrowed Funds into the registry of an appropriate state court of competent jurisdiction in Orange County, Florida, and request judicial determination of the rights of the Principals by interpleader or other appropriate action.

14. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. The Principals agree that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to Association and County or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent.

15. Any notice required to be given hereunder shall be in writing and hand delivered by messenger; mailed, postage prepaid, by United States Certified or Registered Mail, Return Receipt Requested; or dispatched by a nationally-recognized overnight mail delivery service, addressed to the parties as follows:

If to County:

Orange County, Florida
P.O. Box 1393
Orlando, Florida, 32802-1393
Attn.: Orange County Administrator
Facsimile: (407) 836-7399
E-mail: countyadmin@ocfl.net

With a copy to:

Orange County Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, Florida 32803
Attn.: Lori Cunniff, Manager
Facsimile: (407) 836-1499
Email: lori.cunniff@ocfl.net

If to Association:

The Overlook at Hamlin Homeowners Association, Inc.
2600 Lake Lucien Drive, Suite 350
Maitland, FL 32751
Email: bbrunhofer@taylormorrison.com

If to Escrow Agent:

Phil Diamond
Orange County Comptroller
P.O. Box 38
Orlando, Florida 32802-0038
Attn: Director of Finance and Accounting
Facsimile: (407) 836-5753
Email: robin.ragaglia@occompt.com

If to Taylor Morrison of Florida, Inc.:

Taylor Morrison of Florida, Inc.
Attn: Brian Brunhofer, Division President
2600 Lake Lucien Drive, Suite 350
Maitland, FL 32751
Email: bbrunhofer@taylormorrison.com

Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three days after the date first deposited in the United States mail; (iii) if by overnight courier; on the date shown on the courier's receipt as the date of actual delivery. Facsimile numbers and email addresses are provided as a convenience only; notification by either method is not sufficient to constitute notice except under the circumstances specifically set forth in Section 3 herein for email notification from the Escrow Agent. A party may change its address by giving written notice to other parties as specified herein.

16. The failure of Escrow Agent or Principals to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Escrow Agreement shall not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

17. This Escrow Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Escrow Agreement shall be proper only in a state court of competent jurisdiction located in Orange County, Florida.

18. Neither Escrow Agent nor Principals shall be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and Principals.

19. No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy, shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute. The exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

20. This Escrow Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Escrow Agreement, and that in entering into this Escrow Agreement neither relied upon any representation not especially herein contained.

21. This Escrow Agreement shall be binding upon Principals and Escrow Agent and their respective successors and assigns.

22. Handwritten provisions and/or typewritten provisions inserted in this Escrow Agreement, which are initialed by all parties, shall control over the printed provisions in conflict therewith.

23. The captions contained in this Escrow Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Escrow Agreement or the intent of any provision contained herein. Each reference to "day" or "days" herein shall mean calendar days unless otherwise stated. Any time periods provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

24. This Escrow Agreement may be executed in up to three identical counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

[signatures contained on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed on the dates set forth below.

Signed, sealed and delivered in the presence of:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

ESCROW AGENT:
PHIL DIAMOND,
Orange County Comptroller

_____
By: Phil Diamond,
Orange County Comptroller

Date: _____

Accepted and agreed to:

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name: _____

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

ASSOCIATION:
THE OVERLOOK AT HAMLIN HOMEOWNERS ASSOCIATION, INC.

_____
By: _____
Title: _____

Date: _____

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

DEVELOPER:
TAYLOR MORRISON OF FLORIDA, INC.

_____
By: _____
Title: _____

Date: _____

Exhibit "A"

(the Property)

Tract JJ, West Lake Hancock Estates Boat Ramp, according to the plat thereof as recorded in Plat Book 90, Pages 3 and 4, Public Records of Orange County, Florida.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memor

REAL ESTATE MANAGEMENT ITEM 2

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH COMPREHENSIVE RIDER TO THE RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN ORANGE COUNTY AND LESLIE ANTHONY LEWIS AND GEORGIA ELAINE ADAMS LEWIS, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO LESLIE ANTHONY LEWIS AND GEORGIA ELAINE ADAMS LEWIS AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: NSP Resale – 6204 Royal Tern St., Orlando, FL 32810 (NCST)

District 2

PURPOSE: To sell a renovated former foreclosure property to a qualified buyer under the Neighborhood Stabilization Program.

ITEMS: As Is Residential Contract for Sale and Purchase with Comprehensive Rider to the Residential Contract for Sale and Purchase

County Deed
Revenue: $174,000 (less NSP assistance)*

REVENUE: Account No.: 7709-068-7940-6870

APPROVALS: Real Estate Management Division
County Attorney's Office
Housing & Community Development Division

REMARKS: This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of NSP 3.

*The revenue (sales price) is $174,000 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County may provide up to $20,000 NSP assistance, from the County's revenue. The buyer will execute a mortgage to the County in the amount of the NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

PARTIES: ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Seller"), and Leslie Anthony Lewis and Georgia Elaine Adams Lewis ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 8204 Royal Tern St, Orlando, FL 32810

(b) Property is located in: ORANGE County, Florida. Real Property Tax ID No.: 36-21-28-9343-00-860

(c) Real Property: The legal description is Willow Creek Phase 3B 21/105 lot 86

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... $ 174,000 *

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** ..... $ 1,000

The initial deposit made payable and delivered to "Escrow Agent" named below **(CHECK ONE)**: (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: FIRST AMERICAN TITLE INSURANCE COMPANY

Address: 2233 LEE ROAD, WINTER PARK, FL 32789

Phone: 407-691-5200 E-mail: _____ Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 167,910

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 5,090

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on June 30, 2017 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

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(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U, POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ■ may not assign this Contract.

FINANCING

8. FINANCING:

☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close .

■ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ■ VA or ☐ other _____ (describe) loan on the following terms within _____ (if left blank, then 30) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** ■ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the earlier of:**

(i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or

(ii.) 7 days prior to Closing Date.

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).
☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- ~~Recording and other fees needed for deed, mortgage and releases~~
- Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- Title search charges (if Paragraph 9(c) (iii) is checked)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Other: DOCUMENTARY STAMP TAXES
- Loan expenses
- Appraisal fees
- Buyer's inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ■ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

■ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) *PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.*

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragreph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

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assumed mortgages and purchase money mortgages, if any (If additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that Improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

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under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED; "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract .

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract **(Check if applicable)**:

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ■ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins.
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Based Paint Disclosure (Pre-1978 Housing)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy by Buyer
- ☐ U. Post-Closing Occupancy by Seller
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other_____

20. ADDITIONAL TERMS:

* THE PURCHASE PRICE OR LENDER'S APRAISAL, WHICHEVER IS LESS, SUBJECT TO APPROVAL OF THE LENDER'S APPRAISAL BY THE SELLER'S MANAGER OR ASSISTANT MANAGER OF THE REAL ESTATE MANAGEMENT DIVISION. PROVIDED HOWEVER, THE LENDER'S APPRAISAL IS NO MORE THAN 10% LESS THAN THE CONTRACT PURCHASE PRICE.

SUBJECT TO NSP APPROVAL AND BOARD OF COUNTY COMMISSIONERS APPROVAL

THE BUYER MAY RECEIVE UP TO $20,000 OF NSP ASSISTANCE TOWARDS THE PURCHASE IF THEY EXECUTE A SECOND MORTGAGE TO THE SELLER IN THE AMOUNT OF ASSISTANCE PROVIDED BY THE SELLER.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Chester A Travis Date: 4/20/17

Buyer: _____ Date: 4/20/17

Seller: ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA Date: 4/27/17

BY: _____

Seller TITLE: AUTHORIZED AGENT Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
6752 Godwall Lane	525 E. SOUTH ST
Orlando, FL 32810	ORLANDO, FL 32801

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Bergo Gaspard	
Cooperating Sales Associate, if any	**Listing Sales Associate**
Charles Rutenberg Realty	
Cooperating Broker, if any	**Listing Broker**

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SoneiR: 097627-300141-8848464

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (SELLER) and Leslie Anthony Lewis and Georgia Elaine Adams Lewis (BUYER) concerning the Property described as 8204 Royal Tern St, Orlando, FL 32810

Buyer's Initials LAL GAL *Seller's Initials* _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase (2014 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.
2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs shall not exceed $ 0.00, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).
3. ☐ **(CHECK IF APPLICABLE): FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $_____. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $ 100.00.
   (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.
4. ■ **(CHECK IF APPLICABLE): VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs.

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E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

(a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

Leslie A Lewis 11/20/17			4/21/17
BUYER	Date	SELLER	Date
	4/20/17		
BUYER	Date	SELLER	Date
	4/21/17		
BROKER	Date	BROKER	Date

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Serial#: 078165-100141-6661026

PLAT REVIEW COMMENTS

PR-17-05-020	ESTATES AT SAWGRASS PLANTATION

Zoning Review

5/24/2017	3:58:41PM	1- Lot Size Issues	**Approved**	
		No comment entered		Sean Bailey
5/24/2017	3:58:41PM	2- Common Area Issues:	**Approved**	
		No comment entered		Sean Bailey
5/24/2017	3:58:41PM	3- Street Names:	**Approved**	
		No comment entered		Sean Bailey
5/24/2017	3:58:41PM	4- Landscape/Wall Area Issues:	**Rejected**	
		Will a wall be built behind lots 65-84? Will the easement be separate from the existing landscape tracts?		Sean Bailey
5/24/2017	3:58:41PM	5- Tree Mitigation	**Approved**	
		No comment entered		Sean Bailey
5/24/2017	3:58:41PM	6- Conditions of Approvals	**Approved**	
		No comment entered		Sean Bailey

Project: NSP Resale – 6204 Royal Tern St., Orlando, FL 32810 (NCST)

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Leslie Anthony Lewis and Georgia Elaine Adams Lewis, husband and wife, whose address is 6204 Royal Tern St., Orlando, Florida 32810, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

Lot 86, WILLOW CREEK PHASE III B, according to the plat thereof as recorded in Plat Book 21, Page 105, of the Public Records of Orange County, Florida.

Property Appraiser's Parcel Identification Number:

36-21-28-9343-00-860

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: NSP Resale – 6204 Royal Tern St., Orlando, FL 32810 (NCST)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller,
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

_____
Printed Name

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 3

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Virginia G. Williams, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH COMPREHENSIVE RIDERS TO THE RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN ORANGE COUNTY AND RUTH ESTHER LOPEZ JIMENEZ AND RAUL RAFAEL TEJEDA GARCIA, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO RUTH ESTHER LOPEZ JIMENEZ AND RAUL RAFAEL TEJEDA GARCIA AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: NSP Resale – 10544 Huntridge Road, Orlando, FL 32825 (NCST)

District 4

PURPOSE: To sell a renovated former foreclosure property to a qualified buyer under the Neighborhood Stabilization Program.

ITEMS: As Is Residential Contract for Sale and Purchase with Comprehensive Riders to the Residential Contract for Sale and Purchase

County Deed
Revenue: $174,721 (less NSP assistance)*

REVENUE: Account No.: 7705-068-7679-6870

APPROVALS: Real Estate Management Division
County Attorney's Office
Housing & Community Development Division

REMARKS: This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of NSP.

*The revenue (sales price) is $174,721 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County may provide up to $20,000 NSP assistance, from the County's revenue. The buyer will execute a mortgage to the County in the amount of the NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

PARTIES: ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Seller"), and Ruth Esther Lopez Jimenez and Raul Rafael Tejada Garcia ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:**
   (a) Street address, city, zip: 10514 Hunridge Road, Orlando, FL 32825
   (b) Property is located in: ORANGE County, Florida. Real Property Tax ID No.: 29-22-31-3560-00-040
   (c) Real Property: The legal description is High Point Tract RG 28/135 Lot 4

   together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.
   (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
   Other Personal Property items included in this purchase are: _____

   Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
   (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. **PURCHASE PRICE** (U.S. currency): ..... $ 174,721 *
   (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** ..... $ 1,000
   The initial deposit made payable and delivered to "Escrow Agent" named below **(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
   Escrow Agent Information: Name: FIRST AMERICAN TITLE INSURANCE COMPANY
   Address: 2233 LEE ROAD, WINTER PARK, FL 32789
   Phone: 407-691-5200 E-mail: _____ Fax: _____
   (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____
   (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
   (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 167,605
   (d) Other: _____ ..... $ _____
   (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 9,116
   NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.
3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
   (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
   (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").
4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 06/30/17 ("Closing Date"), at the time established by the Closing Agent.
5. **EXTENSION OF CLOSING DATE:**
   (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

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(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' Insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U, POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ■ may not assign this Contract.

FINANCING

8. FINANCING:

☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close .

■ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ■ FHA ☐ VA or ☐ other _____ (describe) loan on the following terms within _____ (if left blank, then 30) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** ■ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the **earlier** of:

(i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or

(ii.) 7 days prior to Closing Date.

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).
☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

REL RTG — • [redacted]
• Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
• Title search charges (if Paragraph 9(c) (iii) is checked)
• Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
• HOA/Condominium Association estoppel fees
• Recording and other fees needed to cure title
• Seller's attorneys' fees
• Other:_____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

• Taxes and recording fees on notes and mortgages
• Recording fees for deed and financing statements
• Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
• Survey (and elevation certification, if required)
• Lender's title policy and endorsements
• HOA/Condominium Association application/transfer fees
• Municipal lien search (if Paragraph 9(c) (ii) is checked)
• Loan expenses
• Appraisal fees
• Buyer's inspections
• Buyer's attorneys' fees
• All property related insurance
• Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

REL Other: DOCUMENTARY STAMP TAXES

RTG **(c) TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below

(CHECK ONE):

■ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) HOME WARRANTY: At Closing, ■ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

■ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

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This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012e, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to Improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

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assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

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under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advence rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract .

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- ☐ A. Condominium Rider
- ■ B. Homeowners' Assn. REL KRT
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ■ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins.
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Based Paint Disclosure (Pre-1978 Housing)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy by Buyer
- ☐ U. Post-Closing Occupancy by Seller
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other _____

20. ADDITIONAL TERMS:

THE PURCHASE PRICE OR LENDER'S APPRAISAL, WHICHEVER IS LESS, SUBJECT TO APPROVAL OF THE LENDER'S APPRAISAL BY THE SELLER'S MANAGER OR ASSISTANT MANAGER OF THE REAL ESTATE MANAGEMENT DIVISION. PROVIDED HOWEVER, THE LENDER'S APPRAISAL IS NO MORE THAN 10% LESS THAN THE CONTRACT PURCHASE PRICE.

SUBJECT TO NSP APPROVAL AND BOARD OF COUNTY COMMISSIONERS APPROVAL.

THE BUYER MAY RECEIVE UP TO $30,000 OF NSP ASSISTANCE TOWARDS THE PURCHASE IF THEY EXECUTE A SECOND MORTGAGE TO THE SELLER IN THE AMOUNT OF ASSISTANCE PROVIDED BY THE SELLER.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Ruth Esther Lopez Jimenez Date: 4/12/2017

Buyer: Raul Rafael Tejeda Garcia Date: 4/12/2017

Seller: ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA Date: 4/12/17

BY:

~~Seller~~ TITLE: AUTHORIZED AGENT Date:

Buyer's address for purposes of notice	Seller's address for purposes of notice
	525 E. SOUTH ST
	ORLANDO, FL 32801

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Lorena Ortega	
Cooperating Sales Associate, if any	**Listing Sales Associate**
International Professional Realty, Inc	
Cooperating Broker, if any	**Listing Broker**

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Serial#: 097827-300141-8845464

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (SELLER) and Ruth Ester Lopez Jimenez and Raul Rafael Tejeda Garcia (BUYER) concerning the Property described as High Point Tract RG 28/135 Lot 4

Buyer's Initials REL RRTG **Seller's Initials** SM

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For High Point
(Name of Community)

(a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").

(b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

(c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $ 86.00 PER Quarter. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $_____ PER _____.

(d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

(e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

(f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS $_____ PER _____.

(g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

(h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

(i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

4/12/2017 _____
DATE BUYER

4/12/2017 _____
DATE BUYER

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SellerIP: 048687-900141-8651025

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (SELLER) and Ruth Esther Lopez Jimenez and Raul Rafael Tejeda Garcia (BUYER) concerning the Property described as 10544 Huntridge Road, Orlando, FL 32825

Buyer's Initials REL RRTG Seller's Initials _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase (2014 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.
2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs shall not exceed $0.00, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).
3. ☒ **(CHECK IF APPLICABLE): FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $_____. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $100.00.
   (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.
4. ☐ **(CHECK IF APPLICABLE): VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs.

(SEE CONTINUATION)
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Solaris: 078105-100141-N651026

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E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

(a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

BUYER	Date: 4/12/2017	SELLER	Date: 4/12/17
BUYER	Date: 4/12/2017	SELLER	Date
BROKER	Date: 04/12/17	BROKER	Date

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Serial#: 078185-100141-8851026

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Project: NSP Resale – 10544 Huntridge Road, Orlando, FL 32825 (NCST)

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Ruth Esther Lopez Jimenez and Raul Rafael Tejeda Garcia, wife and husband, whose address is 10544 Huntridge Road, Orlando, Florida 32825, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

Lot 4, High Point – Tract RG, according to the Plat thereof as recorded in Plat Book 28, Page 135, of the Public Records of Orange County, Florida.

Property Appraiser's Parcel Identification Number:

29-22-31-3566-00-040

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: NSP Resale – 10544 Huntridge Road, Orlando, FL 32825 (NCST)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY: _____
Teresa Jacobs,
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

_____
Printed Name

This instrument prepared by:
Virginia G. Williams, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\Neighborhood Stabilization Program (NSP)\NSP Resale – 10544 Huntridge Road, Orlando, FL 32825 (NCST) CD.doc rev 5/30/17vw

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice

REAL ESTATE MANAGEMENT ITEM 4

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Theresa A. Avery, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH ADDENDUM TO CONTRACT FOR RESIDENTIAL SALE AND PURCHASE AND COMPREHENSIVE RIDER TO THE RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN ORANGE COUNTY AND JEAN CLAUDE EDME AND LUCETTE LAMOUR EDME, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO JEAN CLAUDE EDME AND LUCETTE LAMOUR EDME AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: NSP Resale – 6451 Powers Pointe Circle, Orlando, FL 32818 (NCST)

District 2

PURPOSE: To sell a renovated former foreclosure property to a qualified buyer under the Neighborhood Stabilization Program.

ITEMS: As Is Residential Contract for Sale and Purchase with Addendum to Contract for Residential Sale and Purchase and Comprehensive Rider to the Residential Contract for Sale and Purchase

	County Deed
	Revenue: $136,000 (less NSP assistance)*
REVENUE:	Account No.: 7709-068-7940-6870
APPROVALS:	Real Estate Management Division County Attorney's Office Housing & Community Development Division
REMARKS:	This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of NSP 3.

*The revenue (sales price) is $136,000 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County may provide up to $20,000 NSP assistance, from the County's revenue. The buyer will execute a mortgage to the County in the amount of the NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years.

Grantee to pay documentary stamp tax.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

PARTIES: ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Seller"), and Jean Claude Edme and Lucette Lamour Edme ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:**
   (a) Street address, city, zip: 6451 Powers Pointe Circle, Orlando, FL 32818
   (b) Property is located in: ORANGE County, Florida. Real Property Tax ID No.: 01-22-28-7232-00-060
   (c) Real Property: The legal description is Powers Pointe North 12/52 Lot 6

   together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.
   (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
   Other Personal Property items included in this purchase are:

   Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
   (e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. **PURCHASE PRICE** (U.S. currency): $ 136,000
   (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $ 2,000
   The initial deposit made payable and delivered to "Escrow Agent" named below **(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
   Escrow Agent Information: Name: FIRST AMERICAN TITLE INSURANCE COMPANY
   Address: 2233 LEE ROAD, WINTER PARK, FL 32789
   Phone: 407-691-5200 E-mail: Fax:
   (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date $
   (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
   (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 119,625
   (d) Other: $
   (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds $ 14,375
   NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.
3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
   (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
   (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").
4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 08/30/17 ("Closing Date"), at the time established by the Closing Agent.
5. **EXTENSION OF CLOSING DATE:**
   (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

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(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' Insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. **OCCUPANCY AND POSSESSION:**

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. **ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ■ may not assign this Contract.

FINANCING

8. **FINANCING:**

☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close .

■ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ■ FHA ☐ VA or ☐ other _____ (describe) loan on the following terms within _____ (if left blank, then 30) days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** ■ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the earlier of:

(i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or

(ii.) 7 days prior to Closing Date.

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

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☐ (c) Assumption of existing mortgage (see rider for terms).
☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

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- ~~Documentary stamps on deed and tax on deed (if any)~~
- Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- Title search charges (if Paragraph 9(c) (iii) is checked)
- Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c) (ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

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Other: DOCUMENTARY STAMP TAXES

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) HOME WARRANTY: At Closing, ☒ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE; BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentance, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

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Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

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under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract .

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** by, through, under or against the Buyer. ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. **ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☒ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins.
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☒ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Based Paint Disclosure (Pre-1978 Housing)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy by Buyer
- ☐ U. Post-Closing Occupancy by Seller
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other _____

20. **ADDITIONAL TERMS:**

* THE PURCHASE PRICE OR LENDER'S APPRAISAL, WHICHEVER IS LESS. SUBJECT TO APPROVAL OF THE LENDER'S APPRAISAL BY THE SELLER'S MANAGER OR ASSISTANT MANAGER OF THE REAL ESTATE MANAGEMENT DIVISION. PROVIDED HOWEVER, THE LENDER'S APPRAISAL IS NO MORE THAN 10% LESS THAN THE CONTRACT PURCHASE PRICE.

SUBJECT TO NSP APPROVAL AND BOARD OF COUNTY COMMISSIONERS APPROVAL.

THE BUYER MAY RECEIVE UP TO $20,000 OF NSP ASSISTANCE TOWARDS THE PURCHASE IF THEY EXECUTE A SECOND MORTGAGE TO THE SELLER IN THE AMOUNT OF ASSISTANCE PROVIDED BY THE SELLER.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Jean Claude Edme Date: Apr 13, 2017

Buyer: Lucette Lamour Edme Date: Apr 13, 2017

Seller: ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA Date: 4/17/17

BY:

~~Seller~~ TITLE: AUTHORIZED AGENT Date:

Buyer's address for purposes of notice	Seller's address for purposes of notice
	525 E. SOUTH ST
	ORLANDO, FL 32801

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Harry Bing-Bruno Lubin	
Cooperating Sales Associate, if any	**Listing Sales Associate**
Remax 200 realty	
Cooperating Broker, if any	**Listing Broker**

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Suitable: 007827-300141-8845464

Addendum to Contract for Residential Sale and Purchase

FloridaRealtors

If initialed by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase between ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Seller") and Jean Claude Edme and Lucette Lamour Edme ("Buyer") concerning the Property described as 6451 Powers Pointe Circle, Orlando, FL 32818

(JCE) (LL) - (___) (___) **G. Defective Drywall:** During a time when Florida experienced building material shortages, some homes were built or renovated using "Defective Drywall." Defective Drywall emits levels of sulfur, methane, and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring, and other household items and creates noxious odors that may pose health risks.

1. **Defective Drywall Inspection: Buyer** may, at **Buyer's** expense, have a home inspector, licensed contractor, or other licensed professional (if required by law) conduct an inspection of the Property for the presence of Defective Drywall within _____ days (10 days if left blank) after Effective Date ("Drywall Inspection Period"). **Buyer** will repair all damage to the Property resulting from the inspection and restore the Property to its pre-inspection condition; this obligation will survive termination of this Contract.

2. **Cancellation:** If the inspection reveals the presence of Defective Drywall or reveals damage to the Property resulting from Defective Drywall and the cost to remove/replace Defective Drywall or damage resulting from Defective Drywall exceeds $_____ ($500 if left blank), **Buyer** may cancel this Contract by giving written notice to **Seller** within 3 days after expiration of the Drywall Inspection Period; and **Buyer's** deposit(s) will be refunded. If **Buyer** fails to timely conduct the inspection or fails to timely deliver notice of **Buyer's** cancellation, this contingency will be waived; and **Buyer** will continue with this Contract.

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (SELLER) and Jean Claude Edme and Lucette Lamour Edme (BUYER) concerning the Property described as 6451 Powers Pointe Circle, Orlando, FL 32818

Buyer's Initials JCE Le *Seller's Initials* _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2014 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.
2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs shall not exceed $ 0.00, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).
3. ☒ **(CHECK IF APPLICABLE): FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $_____. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $ 100.00.
   (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.
4. ☐ **(CHECK IF APPLICABLE): VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs.

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Docusign Envelope ID: 078185-100141-0851026

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

(a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

Jean Claude Adam	Apr 13, 2017		4/17/17
BUYER	Date	SELLER	Date
Lucette Lenord Fedne	Apr 13, 2017		
BUYER	Date	SELLER	Date
BROKER	Date	BROKER	Date

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Project: NSP Resale – 6451 Powers Pointe Circle, Orlando, FL 32818 (NCST)

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Jean Claude Edme and Lucette Lamour Edme, husband and wife, whose address is 6451 Powers Pointe Circle, Orlando, Florida, 32818, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

Lot 6, POWERS POINTE NORTH, according to the Plat thereof as recorded in Plat Book 12, Page 52, of the Public Records of Orange County, Florida.

Property Appraiser's Parcel Identification Number:

01-22-28-7232-00-060

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: NSP Resale – 6451 Powers Pointe Circle, Orlando, FL 32818 (NCST)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

_____
Printed Name

This instrument prepared by:
Theresa Avery, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\Neighborhood Stabilization Program (NSP)\NSP Resale - 6451 Powers Pointe Circle, Orlando, FL 32818 (NCST).doc 04-18-17srb

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memoran

REAL ESTATE MANAGEMENT ITEM 5

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF GENERAL WARRANTY DEED, TEMPORARY SLOPE EASEMENT, TEMPORARY CONSTRUCTION EASEMENT AND DRAINAGE EASEMENT FROM CROCKETT DEVELOPMENT PROPERTY, LLC TO ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of road improvements as a requirement of a developers agreement.

ITEMS: General Warranty Deed (Instrument 1110-A.1/1110-B.1)
Cost: Donation
Total size: 1.024 acres

Temporary Slope Easement (Instrument 7110A.1/7110B.1)
Cost: Donation
Total size: 15,719 square feet
Term: Until no longer required

Temporary Construction Easement
(Instrument 7110-A.1/7110-B.1/7110-C.1/7110-D.1)
Cost: Donation
Total size: 26,558 square feet
Term: 7 years

Drainage Easement (Instrument 8110.1)
Cost: Donation
Size: 19,267 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department
Risk Management Division
Transportation Planning Division

REMARKS: These conveyances are a requirement of the Developers Agreement for Road and Bridge Improvements to Boggy Creek Road approved by the Board of County Commissioners (BCC) on November 27, 2007, the Amendment to Developers Agreement for Road and Bridge Improvements to Boggy Creek Road approved by the BCC on September 20, 2011, and the Supplemental Agreement Regarding Developers Agreement for Road and Bridge Improvements to Boggy Creek Road (Wetherbee Road to South Access Road) approved by the BCC on April 25, 2017.

Grantor to pay all closing costs and prorated taxes.

Instrument: 1110-A.1/1110-B.1
Project: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made and executed the 21 day of April, A.D. 2017, by Crockett Development Property, LLC, a Florida limited liability company, having its principal place of business in the city of Orlando, county of Orange, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827, GRANTOR, do hereby give, grant, bargain, and release to Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

21-24-30-3127-00-030

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; that GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

Instrument: 1110-A.1/1110-B.1
Project: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered
in the presence of:

Witness

Printed Name

Witness

Printed Name

(Signature of TWO witnesses required by Florida law)

Crockett Development Property, LLC,
a Florida limited liability company

By: _____
James L. Zboril, MR
Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of April, 2017, by James L. Zboril, as Vice President of Crockett Development Property, LLC, a Florida limited liability company, on behalf of the limited liability company. He ✓ is personally known to me or __ has produced _____ as identification.

ROBYN NOREN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF201861
Expires 4/5/2019

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for the
County and State aforesaid

My commission expires:

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with
the Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files \Boggy Creek Road (Boggy Creek Bridge North) (RAC) \ 1110A-B Deed.doc 3/22/17bj

SCHEDULE "A"
PARCEL No.: 1110-A
RIGHT-OF-WAY
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 21, Township 24 South, Range 30 East, Orange County, Florida and that part of Lot 3, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 21; thence N88°59'39"W along the South line of the Southeast 1/4 of said Section 21 for a distance of 31.94 feet to the Easterly line of said Lot 3 and a point on a non-tangent curve concave Westerly having a radius of 5741.86 feet and a chord bearing of N00°23'59"W; thence run the following courses and distances along said Easterly line and the Northerly line of said Lot 3: Northerly along the arc of said curve through a central angle of 01°23'05" for a distance of 138.76 feet to the point of tangency; N01°05'31"W, 893.11 feet; S88°54'29"W, 20.00 feet; N01°05'31"W, 101.86 feet to the point of curvature of a curve concave Westerly having a radius of 1095.86 feet and a chord bearing of N20°43'05"W; thence Northerly along the arc of said curve through a central angle of 39°15'08" for a distance of 750.75 feet to a non-tangent line; N51°18'27"W, 936.50 feet to the POINT OF BEGINNING; N51°18'27"W, 2172.54 feet; N51°18'25"W, 684.82 feet to the Southwesterly right-of-way line of Boggy Creek Road, described as Parcel RW2 in Official Records Book 10046, Page 4180, of the Public Records of Orange County, Florida; thence departing said Northerly line run S38°41'35"W along said Southwesterly right-of-way line, 11.50 feet; thence departing said Southwesterly right-of-way line run S51°18'25"E, 138.20 feet; thence S50°18'36"E, 488.54 feet; thence S51°18'27"E, 1276.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 11399.15 feet and a chord bearing of S52°30'27"E; thence Southeasterly along the arc of said curve through a central angle of 02°24'00" for a distance of 477.49 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 11399.16 feet and a chord bearing of S52°30'27"E; thence Southeasterly along the arc of said curve through a central angle of 02°24'00" for a distance of 477.49 feet to the POINT OF BEGINNING.

Containing 1.018 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.

- Bearings based on the South line of the Southeast 1/4 of Section 21-24-30, as being S88°59'39"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1999 adjustment, according to Orange County, Florida, right-of-way map for Boggy Creek Road from Orlando International Airport South Access Road to Wetherbee Road, C.I.P. No.3075, Contract No. Y7-809, dated November 9, 2016, prepared by Dewberry Engineers, Inc.

- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.

- This sketch does not reflect or determine ownership.

- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.

- This Sketch of Description may not depict all easements of record that may be within or adjoining the lands described hereon.

- This Sketch of Description is based on information provided to Donald W. McIntosh Associates, Inc. by Dewberry Engineers, Inc.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
NT	NON-TANGENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
(1110-A)	PARCEL NAME

SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTION

PREPARED FOR: **CROCKET DEVELOPMENT PROPERTY, LLC**
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 1110-A (RIGHT-OF-WAY)

DATE	BY	DESCRIPTION
11/9/16	PH	REVISED SKETCH, DESCRIPTION AND NOTES

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman November 09, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

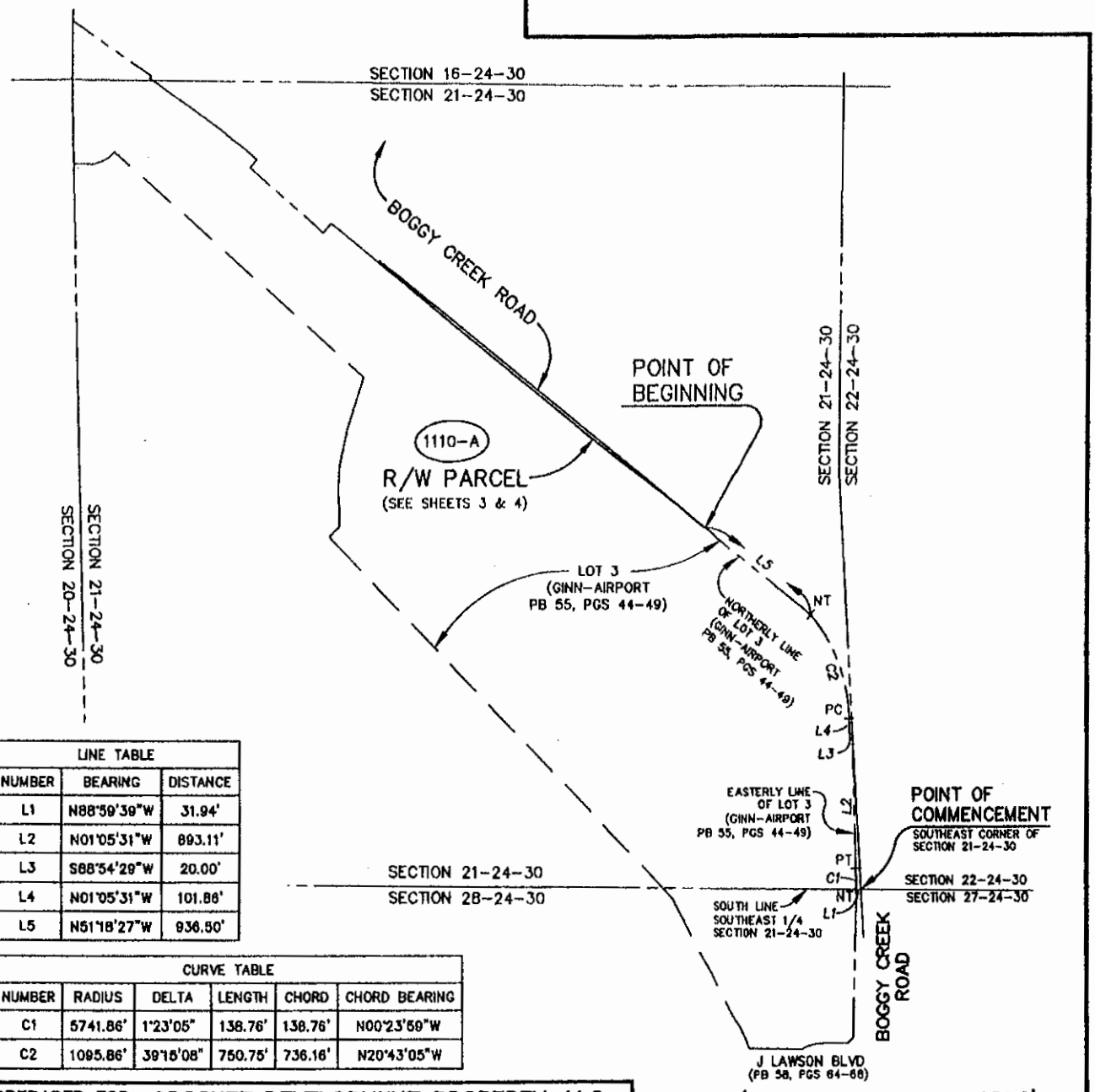
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE N/A	SHEET 1 OF 4
DATE: 6/2016				

Printed: Wed 09-Nov-2016 - 04:19PM
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SL14544

CS#16-148(A)

PARCEL No.: 1110-A
RIGHT-OF-WAY
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.86'
L5	N51°18'27"W	936.50'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.86'	1°23'05"	138.76'	138.76'	N00°23'59"W
C2	1095.86'	39°18'08"	750.75'	736.16'	N20°43'05"W

1000' 0 1000'

Scale: 1" = 1000'

North

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 1110-A (RIGHT-OF-WAY)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

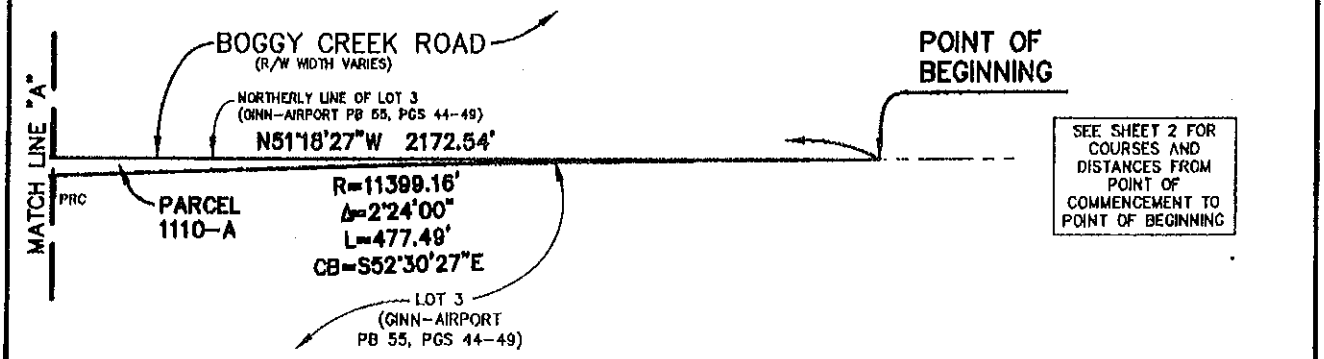
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE 1"=1000'	SHEET 2 OF 4
DATE: 6/2016				

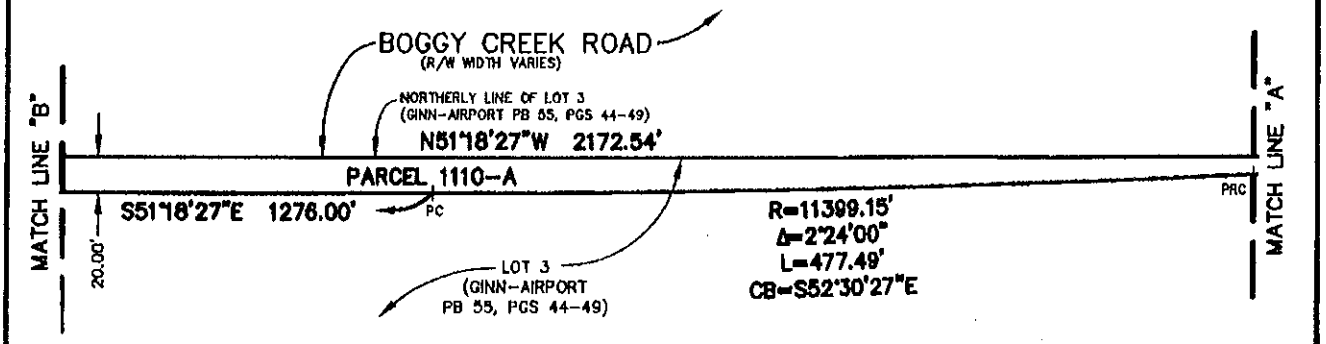
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

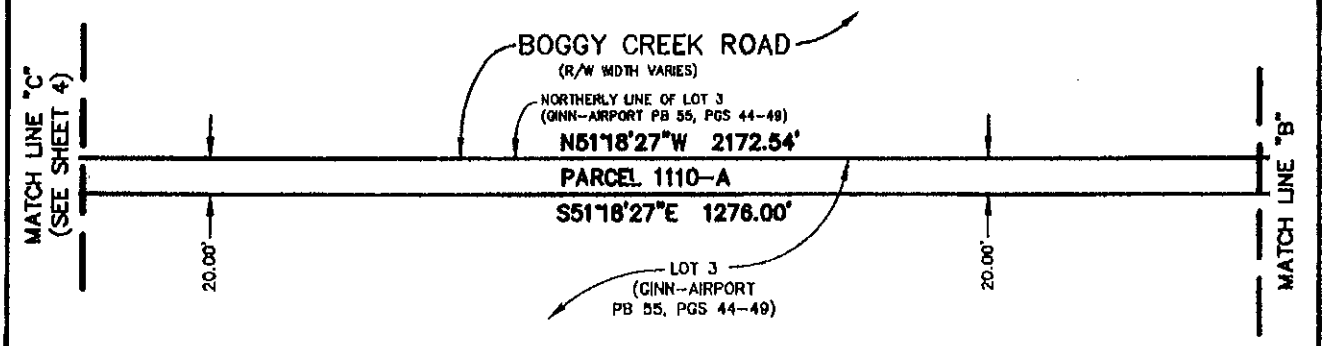
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PARCEL No.: 1110-A
RIGHT-OF-WAY
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY







100' 0 100'

Scale: 1" = 100'

North

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 1110-A (RIGHT-OF-WAY)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

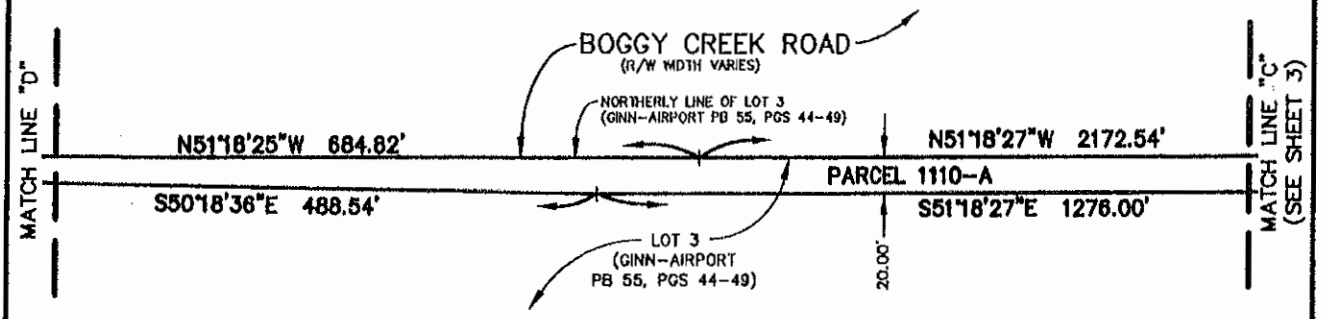
DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 3
DATE: 6/2016	CHECKED BY: SG			OF 4

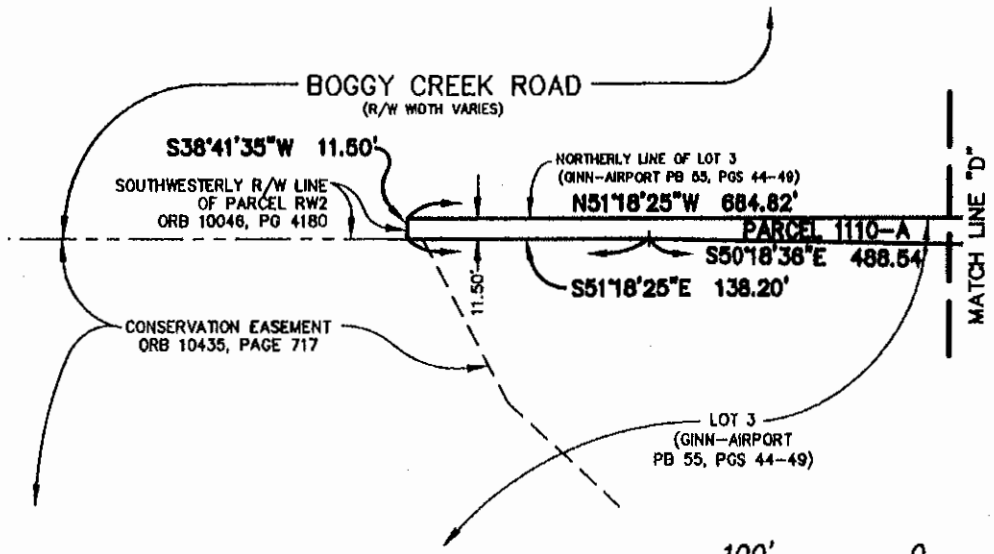
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS#16-148(A)

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PARCEL No.: 1110-A
RIGHT-OF-WAY
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY





PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD – GINN-AIRPORT LOT 3
BOGGY CREEK ROAD – ORANGE COUNTY, FLORIDA
PARCEL 111D-A (RIGHT-OF-WAY)

100' 0 100'

Scale: 1" = 100'

North

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 4
DATE: 6/2016	CHECKED BY: SG			OF 4

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS#16-148(A)

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SCHEDULE "A"
PARCEL No. 1110-B
RIGHT-OF-WAY
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 21, Township 24 South, Range 30 East, Orange County, Florida, and that part of Lot 3, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 21; thence N88°59'39"W along the South line of the Southeast 1/4 of said Section 21 for a distance of 31.94 feet to the Easterly line of said Lot 3 and a point on a non-tangent curve concave Westerly having a radius of 5741.86 feet and a chord bearing of N00°23'59"W; thence run the following courses and distances along said Easterly line and the Northerly line of said Lot 3: Northerly along the arc of said curve through a central angle of 01°23'05" for a distance of 138.76 feet to the point of tangency; N01°05'31"W, 893.11 feet; S88°54'29"W, 20.00 feet; N01°05'31"W, 101.86 feet to the point of curvature of a curve concave Westerly having a radius of 1095.86 feet and a chord bearing of N19°20'42"W; thence Northerly along the arc of said curve through a central angle of 36°30'21" for a distance of 698.23 feet to the POINT OF BEGINNING; thence continue Northwesterly along the arc of said curve concave Southwesterly having a radius of 1095.86 feet and a chord bearing of N38°58'16"W through a central angle of 02°44'46" for a distance of 52.53 feet to a non-tangent line; N51°18'27"W, 98.74 feet to the point of cusp of a curve concave Southwesterly having a radius of 1008.77 feet and a chord bearing of S47°01'50"E; thence departing said Northerly line run Southeasterly along the arc of said curve through a central angle of 08°33'14" for a distance of 150.60 feet to the POINT OF BEGINNING.

Containing 0.006 acres (283 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.

- Bearings based on the South line of the Southeast 1/4 of Section 21-24-30, as being S88°59'39"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1999 adjustment, according to Orange County, Florida, right-of-way map for Boggy Creek Road from Orlando International Airport South Access Road to Wetherbee Road, C.I.P. No.3075, Contract No. Y7-809, dated November 9, 2016, prepared by Dewberry Engineers, Inc.

- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.

- This sketch does not reflect or determine ownership.

- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.

- This Sketch of Description may not depict all easements of record that may be within or adjoining the lands described hereon.

- This Sketch of Description is based on information provided to Donald W. McIntosh Associates, Inc. by Dewberry Engineers, Inc.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
NT	NON-TANGENT
P-C	POINT OF CUSP

(1110-B) PARCEL NAME

SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION

PREPARED FOR: **CROCKET DEVELOPMENT PROPERTY, LLC**
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 1110-B (RIGHT-OF-WAY)

DATE	BY	REVISIONS DESCRIPTION
11/9/16	PH	REVISED SKETCH, DESCRIPTION AND NOTES
7/25/16	PH	REVISED CURVE LABEL ON SHEET 3

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman November 09, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

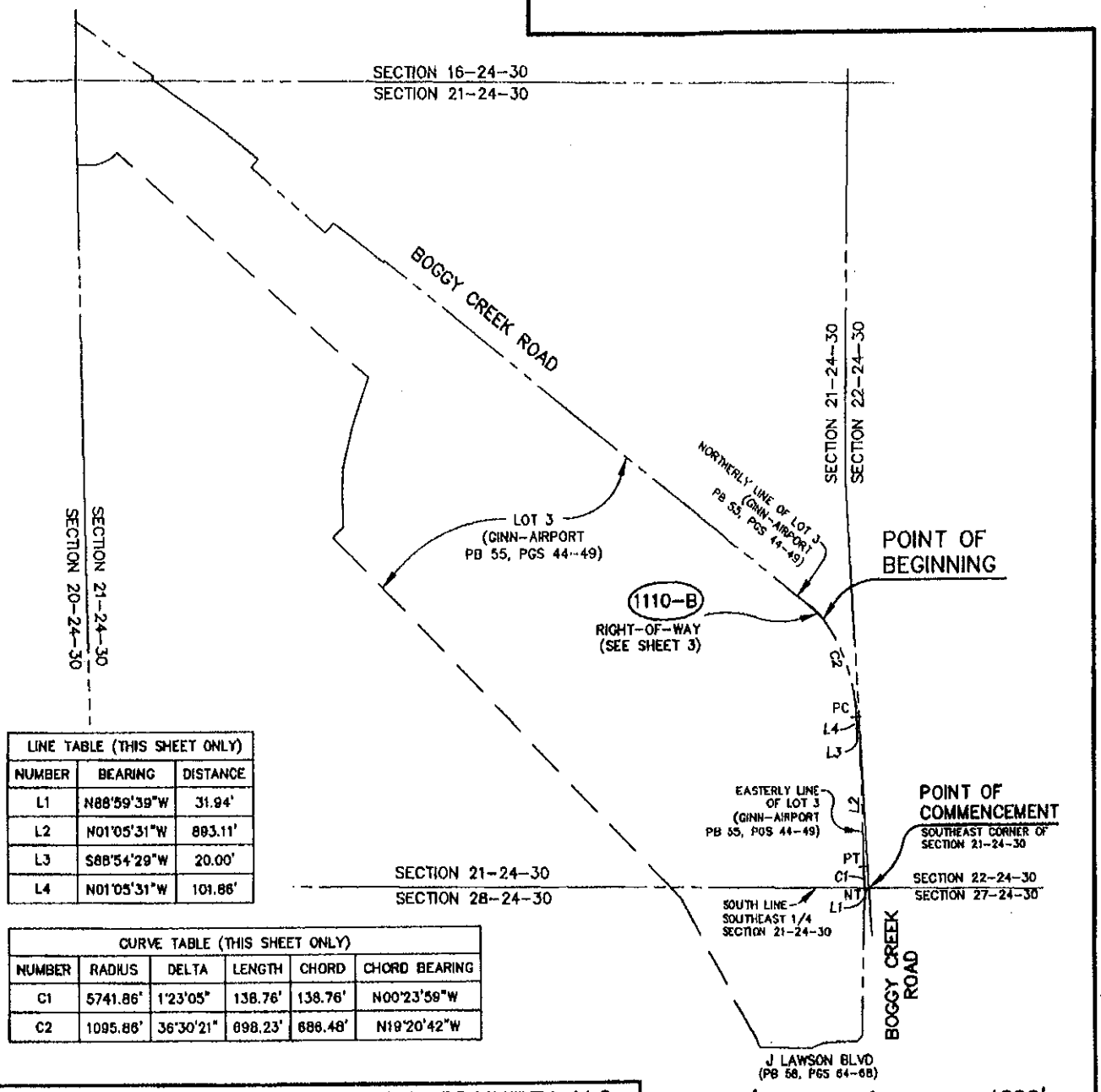
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE N/A	SHEET 1 OF 3
DATE: 6/2016				

Printed: Wed 09-Nov-2016 - 04:23PM
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SL14545

CS# 16-148(B)

PARCEL No. 1110-B
RIGHT-OF-WAY
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.86'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.86'	1°23'05"	138.76'	138.76'	N00°23'59"W
C2	1095.86'	36°30'21"	698.23'	686.48'	N19°20'42"W

1000' 0 1000'

Scale: 1" = 1000'

North

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 1110-B (RIGHT-OF-WAY)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. L868

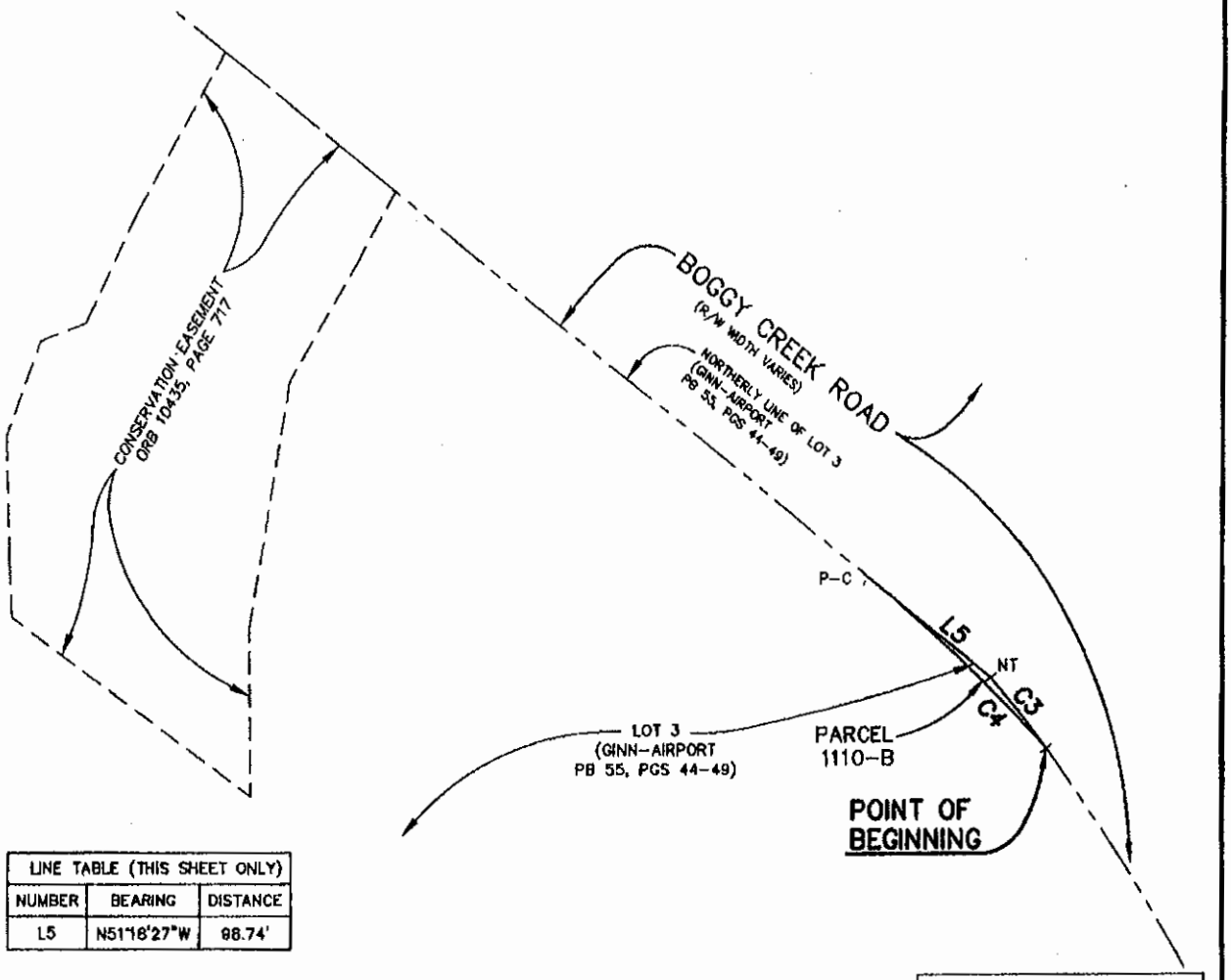
DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=1000'	SHEET 2
DATE: 6/2016	CHECKED BY: SG			OF 3

SEE SHEET 1 FOR
LEGAL DESCRIPTION,
NOTES AND LEGEND

CS# 16-148(B)

Printed: Wed 09-Nov-2016 - 04:22PM
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PARCEL No. 1110-B
RIGHT-OF-WAY
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L5	N51°16'27"W	98.74'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1095.66'	2°44'46"	52.53'	52.52'	N38°58'16"W
C4	1008.77'	8°33'14"	150.60'	150.46'	S47°01'50"E

SEE SHEET 2 FOR COURSES AND DISTANCES FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD – GINN-AIRPORT LOT 3
BOGGY CREEK ROAD – ORANGE COUNTY, FLORIDA
PARCEL 1110-B (RIGHT-OF-WAY)

100' 0 100'
Scale: 1" = 100'

North

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. L868

DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 3
DATE: 6/2016	CHECKED BY: SG			OF 3

CS# 16-148(B)

Printed: Wed 09-Nov-2016 – 04:22PM
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Instrument: 7110A.1/7110B.1
Project: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

TEMPORARY SLOPE EASEMENT

THIS INDENTURE, made and executed the 21 day of April, A.D. 2017, by Crockett Development Property, LLC, a Florida limited liability company, having its principal place of business in the city of Orlando, county of Orange, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827, GRANTOR, do hereby give, grant, bargain, and release to Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a slope easement solely for the purpose of insuring the integrity of the county road which runs over the property encumbered by this easement. This easement is to allow GRANTEE to maintain the elevation of the road, to GRANTEE'S specifications, with the right to grade, excavate and/or add fill material to the easement area; and the right of access in, over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A" (the "Easement Property")

Property Appraiser's Parcel Identification Number:

a portion of

21-24-30-3127-00-030

THIS EASEMENT is solely for the purposes noted herein and does not obligate GRANTEE to perform any right-of-way maintenance or other duties.

TO HAVE AND TO HOLD said easement unto said GRANTEE and its successors and assigns.

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of title to the Easement Property in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

This easement, and the rights granted herein, shall terminate and be of no further force or effect as to the Easement Property (or portion thereof, as the case may be) at such time as the lands within which the Easement Property (or portion thereof) are located are filled such that slopes are no longer required for the construction, repair and/or maintenance of the adjoining paving improvements for Boggy Creek Road.

Instrument: 7110A.1/7110B.1
Project: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered
in the presence of:

Witness

Diana Garcia
Printed Name

Witness

Robyn Noren
Printed Name

(Signature of TWO witnesses required by Florida law)

Crockett Development Property, LLC,
a Florida limited liability company

By: _____
James L. Zboril MR
Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of April, 2017, by James L. Zboril, as Vice President of Crockett Development Property, LLC, a Florida limited liability company, on behalf of the limited liability company. He ✓ is personally known to me or ___ has produced _____ as identification.

ROBYN NOREN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF201861
Expires 4/5/2019

(Notary Seal)

Notary Signature

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with
the Real Estate Management Division
of Orange County, Florida

Printed Notary Name

Notary Public in and for the
County and State aforesaid

My commission expires:

SCHEDULE "A"
PARCEL No.: 7110-A
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 21, Township 24 South, Range 30 East, Orange County, Florida and that part of Lot 3, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 21; thence N88°59'39"W along the South line of the Southeast 1/4 of said Section 21 for a distance of 31.94 feet to the Easterly line of said Lot 3 and a point on a non-tangent curve concave Westerly having a radius of 5741.86 feet and a chord bearing of N00°23'59"W; thence run the following courses and distances along said Easterly line and the Northerly line of said Lot 3: Northerly along the arc of said curve through a central angle of 01°23'05" for a distance of 138.76 feet to the point of tangency; N01°05'31"W, 893.11 feet; S88°54'29"W, 20.00 feet; N01°05'31"W, 101.86 feet to the point of curvature of a curve concave Westerly having a radius of 1095.86 feet and a chord bearing of N20°43'05"W; thence Northerly along the arc of said curve through a central angle of 39°15'08" for a distance of 750.75 feet to a non-tangent line; N51°18'27"W, 577.41 feet to the POINT OF BEGINNING and to the Conservation Easement described in Official Records Book 10435, Page 717, of the Public Records of Orange County, Florida; thence departing said Conservation Easement continue N51°18'27"W along said Northerly line of Lot 3 for a distance of 359.09 feet to the point of curvature of a curve concave Southwesterly having a radius of 11399.16 feet and a chord bearing of N52°30'27"W; thence departing said Northerly line run Northwesterly along the arc of said curve through a central angle of 02°24'00" for a distance of 477.49 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 11399.15 feet and a chord bearing of N53°15'30"W; thence Northwesterly along the arc of said curve through a central angle of 00°53'55" for a distance of 178.76 feet to a non-tangent line; thence S37°11'27"W, 10.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 11409.15 feet and a chord bearing of S53°15'30"E; thence Southeasterly along the arc of said curve through a central angle of 00°53'55" for a distance of 178.92 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 11389.16 feet and a chord bearing of S52°30'27"E; thence Southeasterly along the arc of said curve through a central angle of 02°24'00" for a distance of 477.07 feet to the point of tangency; thence S51°18'27"E, 360.71 feet to the aforesaid Conservation Easement; thence N29°27'24"E along said Conservation Easement, 10.13 feet to the POINT OF BEGINNING.

Containing 0.233 acres (10,160 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.

- Bearings based on the South line of the Southeast 1/4 of Section 21-24-30, as being S88°59'39"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1999 adjustment, according to Orange County, Florida, right-of-way map for Boggy Creek Road from Orlando International Airport South Access Road to Wetherbee Road, C.I.P. No.3075, Contract No. Y7-809, dated November 9, 2016, prepared by Dewberry Engineers, Inc.

- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.

- This sketch does not reflect or determine ownership.

- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.

- This Sketch of Description may not depict all easements of record that may be within or adjoining the lands described hereon.

- This Sketch of Description is based on information provided to Donald W. McIntosh Associates, Inc. by Dewberry Engineers, Inc.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
NT	NON-TANGENT
(7110-A)	PARCEL NAME

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

PREPARED FOR: **CROCKET DEVELOPMENT PROPERTY, LLC**
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 7110-A (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

DATE	BY	REVISIONS / DESCRIPTION
11/11/16	PH	REVISED SKETCH
11/9/16	PH	REVISED SKETCH, DESCRIPTION AND NOTES

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman November 11, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

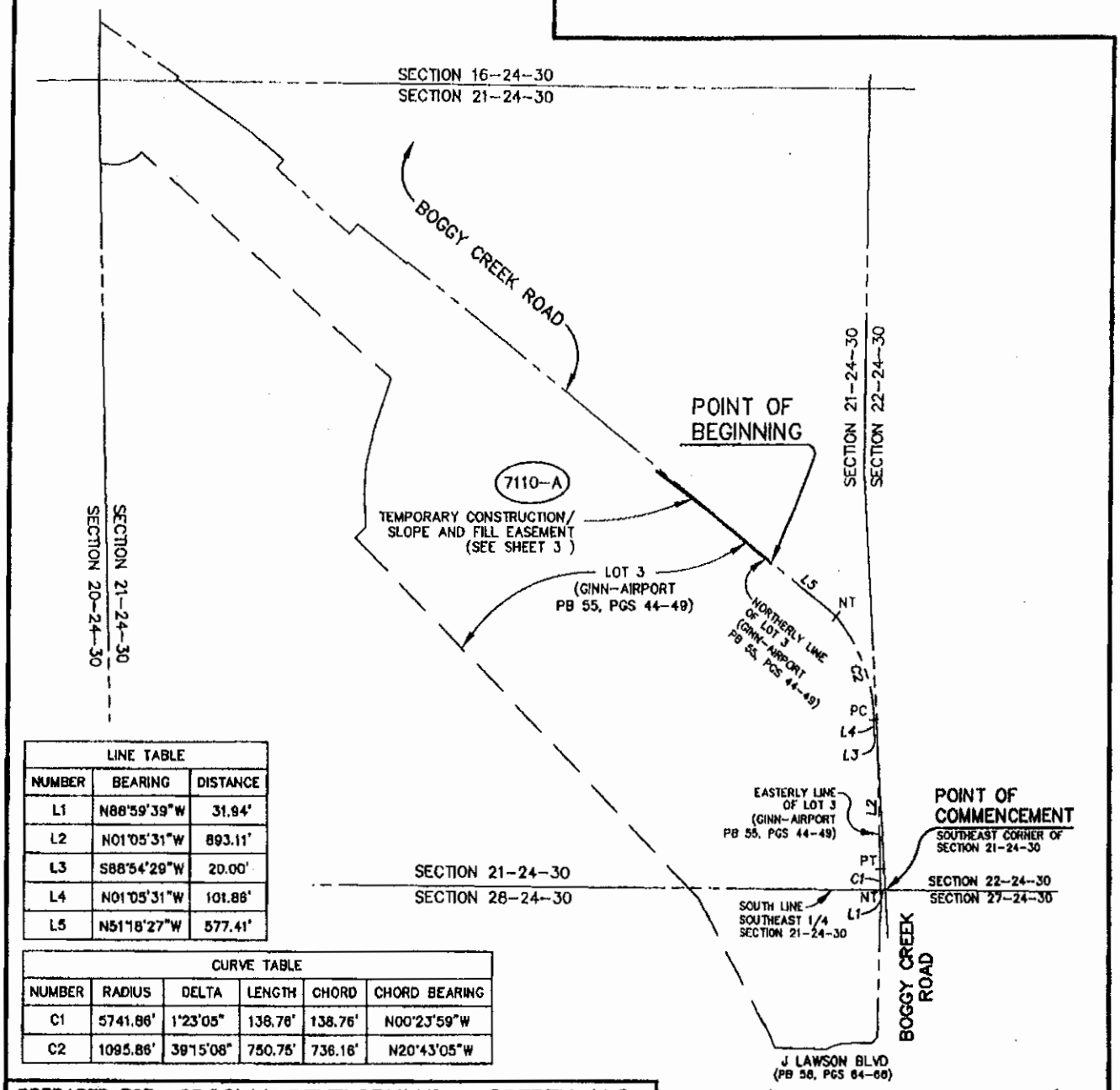
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE N/A	SHEET 1 OF 3
DATE: 6/2016				

Printed: Fri 11-Nov-2016 - 03:01PM
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SL14546

CS#16-148(C)

PARCEL No.: 7110-A
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.86'
L5	N51°18'27"W	577.41'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.86'	1°23'05"	138.76'	138.76'	N00°23'59"W
C2	1095.86'	39°15'08"	750.75'	736.16'	N20°43'05"W

1000' 0 1000'

Scale: 1" = 1000'

North

PREPARED FOR: **CROCKET DEVELOPMENT PROPERTY, LLC**
AIRPORT SOUTH PD – GINN-AIRPORT LOT 3
BOGGY CREEK ROAD -- ORANGE COUNTY, FLORIDA
PARCEL 7110-A (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB66

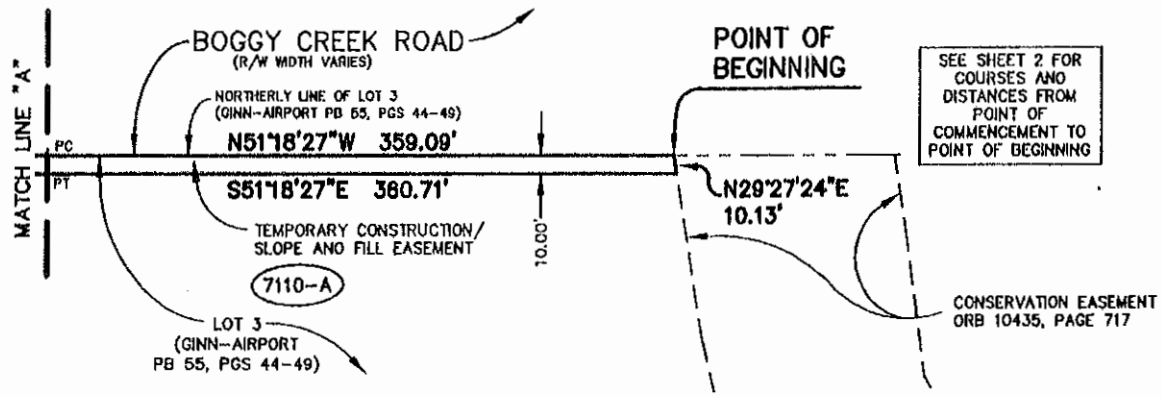
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE 1"=1000'	SHEET 2 OF 3
DATE: 6/2016				

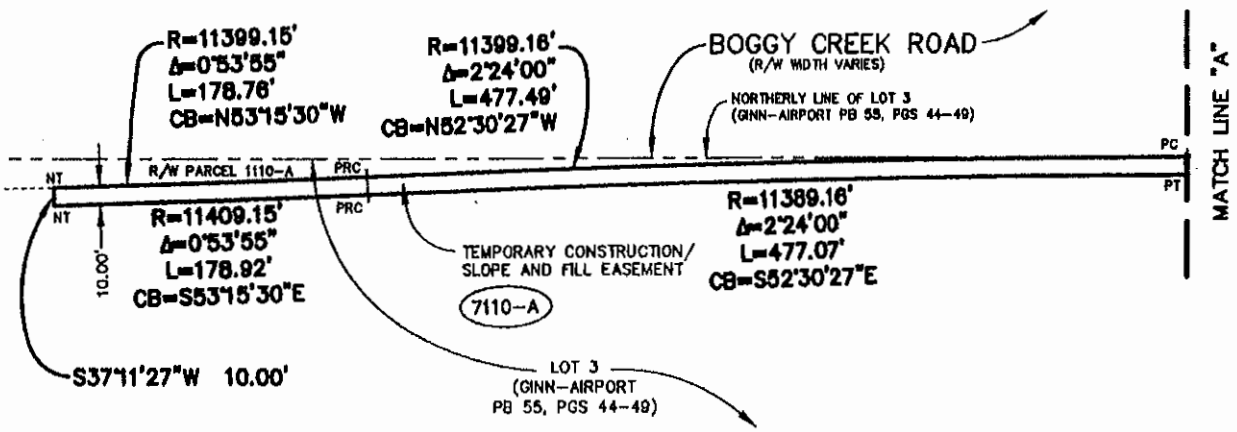
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS#16-148(C)

Printed: Fri 11-Nov-2016 – 03:01PM
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PARCEL No.: 7110-A
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY





100' 0 100'

Scale: 1" = 100'

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 7110-A (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 3
DATE: 6/2016	CHECKED BY: SG			OF 3

North

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS#16-148(C)

Printed: Fri 11-Nov-2016 - 03:01PM
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SCHEDULE "A"
PARCEL No.: 7110-B
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 21, Township 24 South, Range 30 East, Orange County, Florida and that part of Lot 3, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 21; thence N88°59'39"W along the South line of the Southeast 1/4 of said Section 21 for a distance of 31.94 feet to the Easterly line of said Lot 3 and a point on a non-tangent curve concave Westerly having a radius of 5741.86 feet and a chord bearing of N00°23'59"W; thence run the following courses and distances along said Easterly line: Northerly along the arc of said curve through a central angle of 01°23'05" for a distance of 138.76 feet to the point of tangency; N01°05'31"W, 893.11 feet; S88°54'29"W, 20.00 feet; N01°05'31"W, 101.86 feet to the point of curvature of a curve concave Westerly having a radius of 1095.86 feet and a chord bearing of N16°16'47"W; thence Northerly along the arc of said curve through a central angle of 30°22'31" for a distance of 580.97 feet to the POINT OF BEGINNING; thence continue Northwesterly along the arc of said curve concave Southwesterly having a radius of 1095.86 feet and a chord bearing of N34°31'58"W through a central angle of 06°07'50" for a distance of 117.26 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1008.77 feet and a chord bearing of N47°01'50"W; thence departing said Easterly line run Northwesterly along the arc of said curve through a central angle of 08°33'14" for a distance of 150.60 feet to the point of tangency and the Northerly line of said Lot 3; thence N51°18'27"W along said Northerly line, 349.76 feet to the Conservation Easement described in Official Records Book 10435, Page 717, of the Public Records of Orange County, Florida; thence departing said Northerly line run S29°03'09"W along said Conservation Easement, 10.14 feet; thence departing said Conservation Easement run S51°18'27"E, 348.06 feet to the point of curvature of a curve concave Southwesterly having a radius of 998.77 feet and a chord bearing of S43°41'46"E; thence Southeasterly along the arc of said curve through a central angle of 15°13'23" for a distance of 265.37 feet to the POINT OF BEGINNING.

Containing 0.128 acres (5,559 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.

- Bearings based on the South line of the Southeast 1/4 of Section 21-24-30, as being S88°59'39"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1999 adjustment, according to Orange County, Florida, right-of-way map for Boggy Creek Road from Orlando International Airport South Access Road to Wetherbee Road, C.I.P. No.3075, Contract No. Y7-809, dated November 9, 2016, prepared by Dewberry Engineers, Inc.

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LEGEND

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C1	CURVE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
NT	NON-TANGENT
(7110-B)	PARCEL NAME

SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION

PREPARED FOR: **CROCKET DEVELOPMENT PROPERTY, LLC**
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 7110-B (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

DATE	BY	REVISIONS
11/11/16	PH	REVISED SKETCH AND DESCRIPTION
11/9/16	PH	REVISED SKETCH, DESCRIPTION AND NOTES

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

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Scott Grossman November 11, 2016
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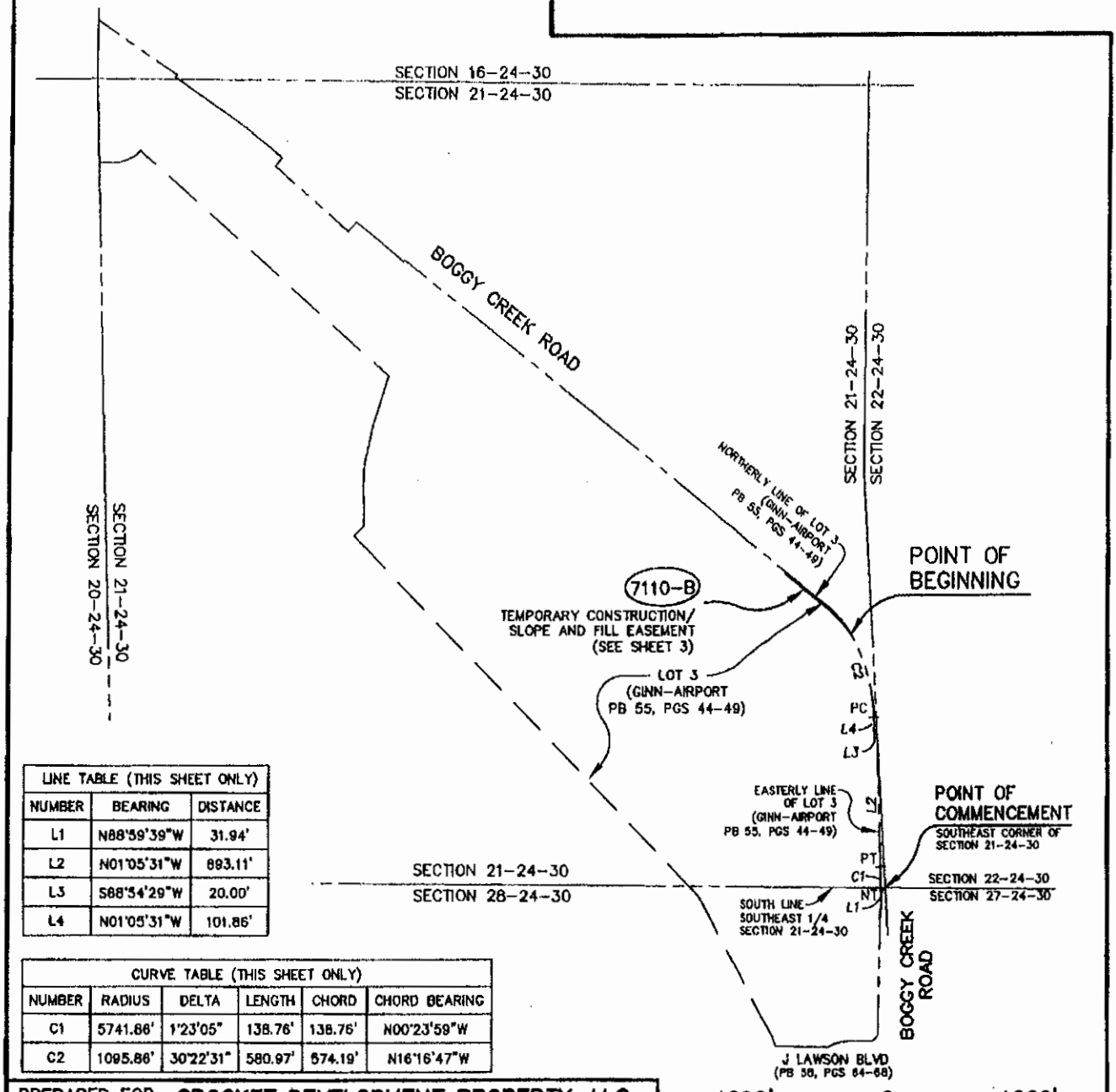
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE N/A	SHEET 1 OF 3
DATE: 6/2016				

Printed: Fri 11-Nov-2016 - 03:03PM
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SL14547

CS# 16-148(D)

PARCEL No.: 7110-B
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.86'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.86'	1°23'05"	138.76'	138.76'	N00°23'59"W
C2	1095.86'	30°22'31"	580.97'	574.19'	N16°16'47"W

PREPARED FOR: **CROCKET DEVELOPMENT PROPERTY, LLC**
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 7110-B (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

1000' 0 1000'

Scale: 1" = 1000'

North

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

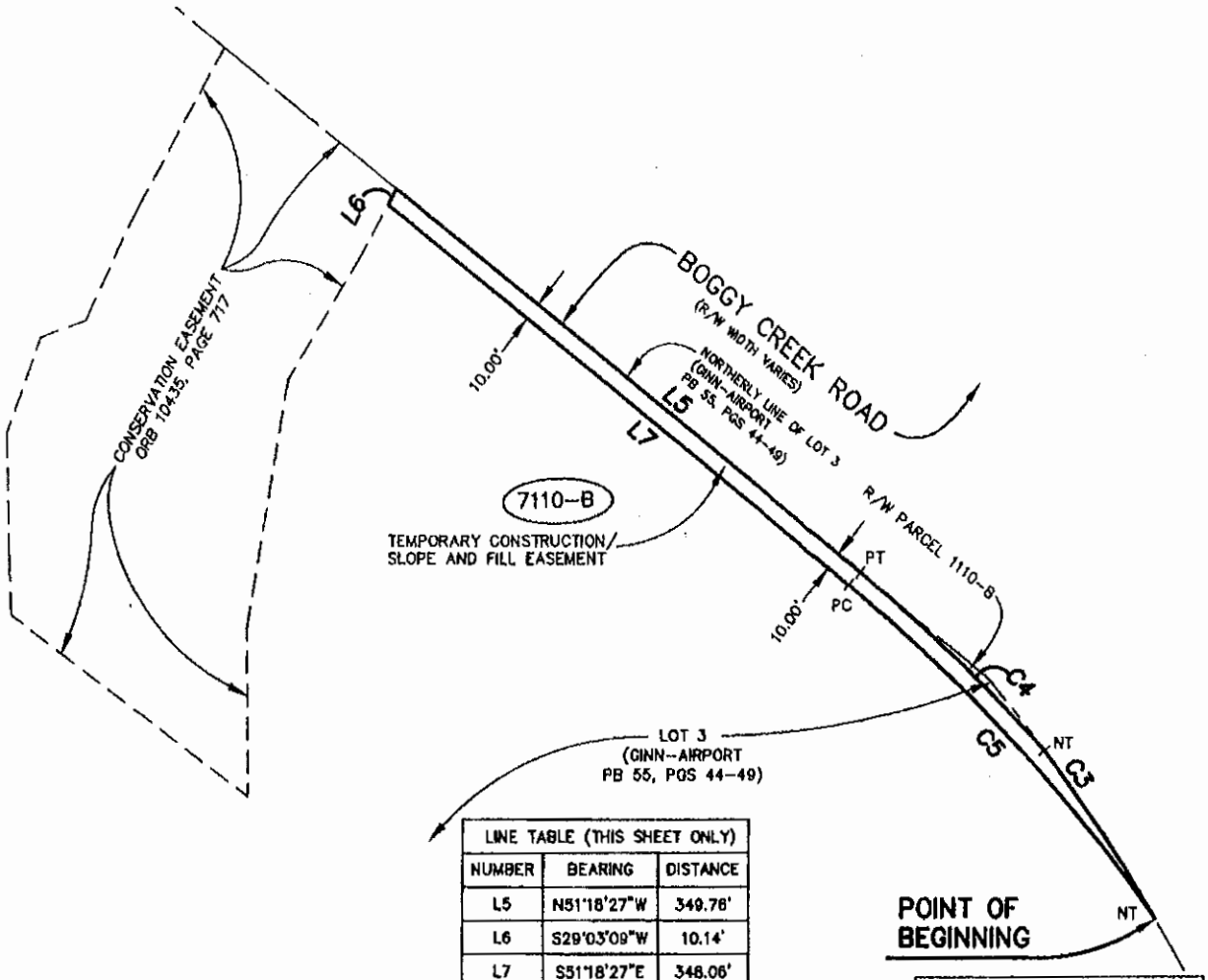
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE 1"=1000'	SHEET 2 OF 3
DATE: 6/2016				

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS# 16-148(D)

Printed: Fri 11-Nov-2016 - 03:03PM
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PARCEL No.: 7110-B
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L5	N51°18'27"W	349.76'
L6	S29°03'09"W	10.14'
L7	S51°18'27"E	348.06'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1095.86'	6°07'50"	117.26'	117.20'	N34°31'58"W
C4	1008.77'	8°33'14"	150.60'	150.46'	N47°01'50"W
C5	998.77'	15°13'23"	265.37'	264.59'	S43°41'48"E

SEE SHEET 2 FOR COURSES AND DISTANCES FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD – GINN-AIRPORT LOT 3
BOGGY CREEK ROAD – ORANGE COUNTY, FLORIDA
PARCEL 7110-B (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

100' 0 100'
Scale: 1" = 100'

North

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 3
DATE: 6/2016	CHECKED BY: SG			OF 3

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS# 16-148(D)

Printed: Fri 11-Nov-2016 – 03:03PM
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Instrument: 7110-A.1/7110-B.1/7110-C.1/7110-D.1
Project: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of $10.00, other valuable considerations, and of the benefits accruing to us, we, Crockett Development Property, LLC, a Florida limited liability company, having its principal place of business in the city of Orlando, county of Orange, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827, GRANTOR, do hereby give, grant, bargain, and release to Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE, a temporary easement to enter upon the portion of the lands of the owners being described as follows:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

21-24-30-3127-00-030

for the purpose of tying in and harmonizing said property and the driveways, walkways, etc., thereon with the construction to be undertaken by ORANGE COUNTY, FLORIDA, in conjunction with said construction of said easement.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined, and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that existing structural improvements will not be damaged.

THIS EASEMENT shall expire upon the completion of the construction of the said project or after seven (7) years, whichever occurs first.

Instrument: 7110-A.1/7110-B.1/7110-C.1/7110-D.1
Project: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered.
in the presence of:

Witness

Diana Garcia
Printed Name

Witness

Robyn Noren
Printed Name

(Signature of TWO witnesses required by Florida law)

Crockett Development Property, LLC,
a Florida limited liability company

By: _____
James L. Zboril MR
Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of April, 2017, by James L. Zboril, as Vice President of Crockett Development Property, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or __ has produced _____ as identification.

(Notary Seal)

ROBYN NOREN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF201861
Expires 4/5/2019

Notary Signature

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with
the Real Estate Management Division
of Orange County, Florida

Printed Notary Name

Notary Public in and for the
County and State aforesaid

My commission expires:

SCHEDULE "A"
PARCEL No.: 7110-A
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

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NOTES:

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- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.

- This Sketch of Description may not depict all easements of record that may be within or adjoining the lands described hereon.

- This Sketch of Description is based on information provided to Donald W. McIntosh Associates, Inc. by Dewberry Engineers, Inc.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
NT	NON-TANGENT

(7110-A) PARCEL NAME

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 7110-A (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

DATE	BY	REVISIONS DESCRIPTION
11/11/16	PH	REVISED SKETCH
11/9/16	PH	REVISED SKETCH, DESCRIPTION AND NOTES

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

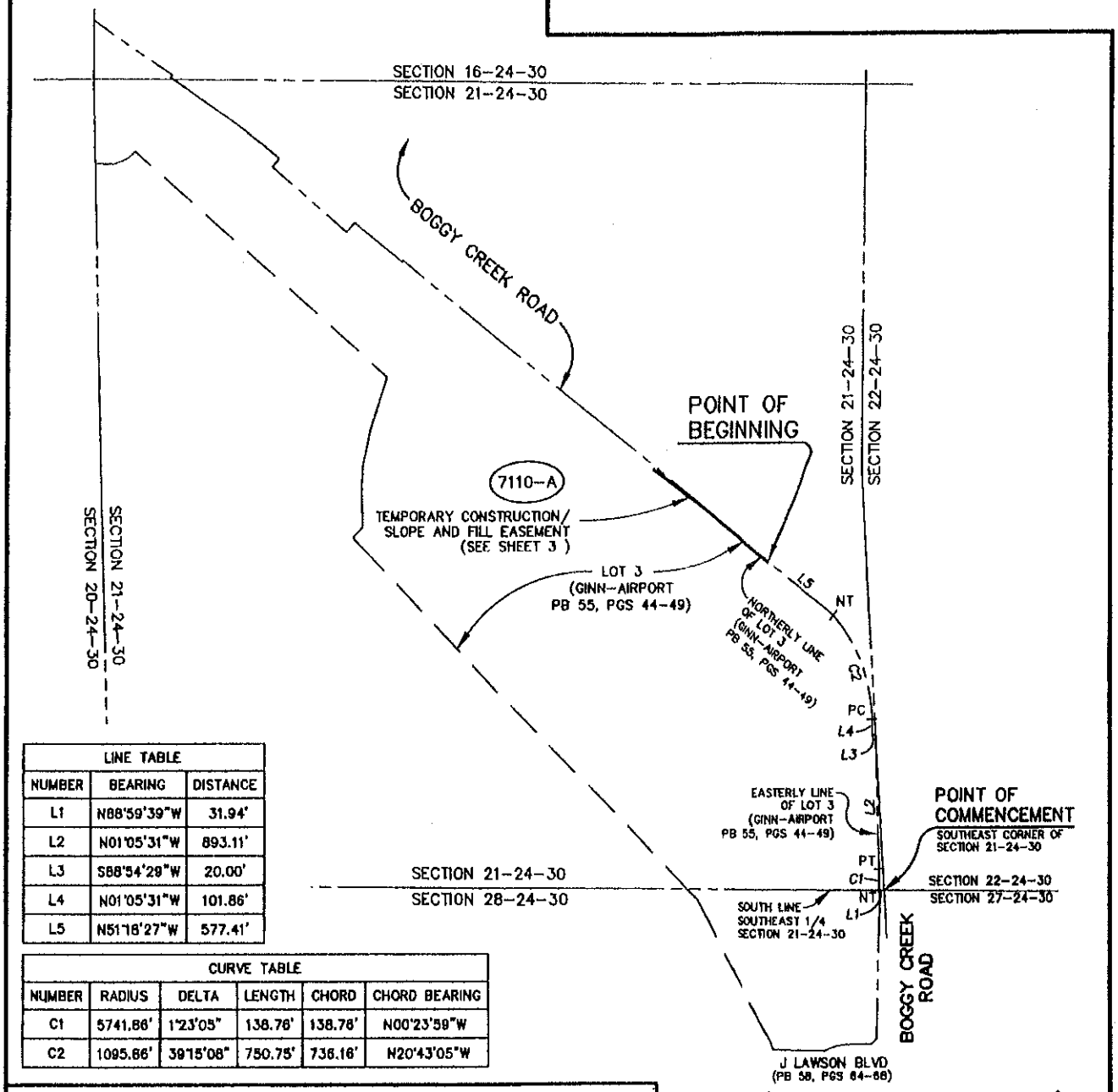
DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman November 11, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE N/A	SHEET 1 OF 3
DATE: 6/2016				

Printed: Fri 11-Nov-2016 - 03:01PM SL14546 CS#16-148(C)
F:\Proj2008\28107\Sdwg\sod\CS# 16-148C (Parcel 7110-A TS&F Easement).dwg

PARCEL No.: 7110-A
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.86'
L5	N51°16'27"W	577.41'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.86'	1°23'05"	138.76'	138.76'	N00°23'59"W
C2	1095.66'	39°15'08"	750.75'	736.16'	N20°43'05"W

1000' 0 1000'

Scale: 1" = 1000'

North

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 7110-A (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

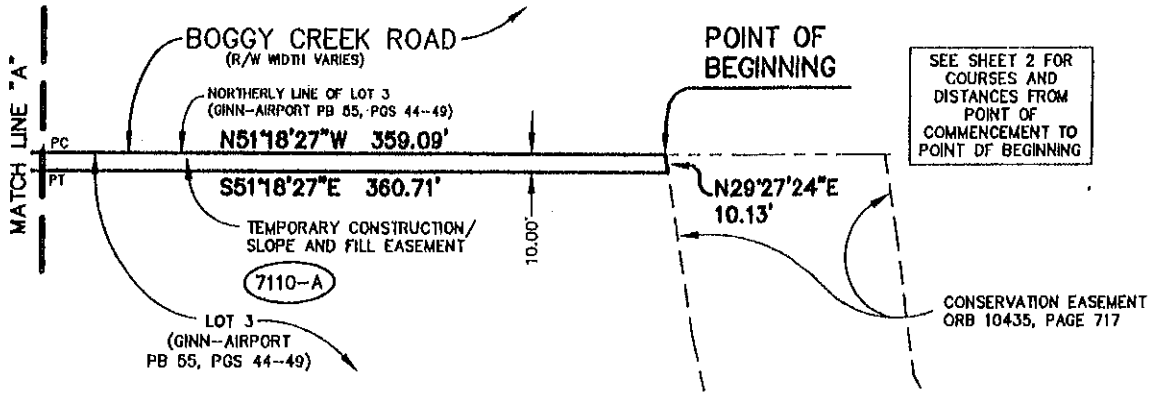
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DATE: 6/2016	CHECKED BY: SG			OF 3

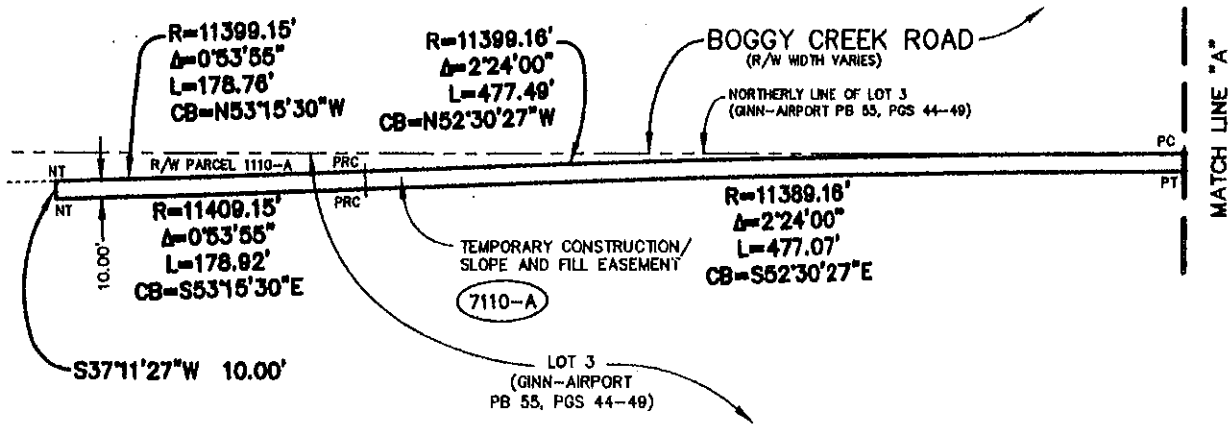
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS#16-148(C)

Printed: Fri 11-Nov-2016 - 03:01PM
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PARCEL No.: 7110-A
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY





PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 7110-A (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

100' 0 100'
Scale: 1" = 100'

North

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 3
DATE: 6/2016	CHECKED BY: SG			OF 3

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS#16-148(C)

Printed: Fri 11-Nov-2016 - 03:01PM
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SCHEDULE "A"
PARCEL No.: 7110-B
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 21, Township 24 South, Range 30 East, Orange County, Florida and that part of Lot 3, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 21; thence N88°59'39"W along the South line of the Southeast 1/4 of said Section 21 for a distance of 31.94 feet to the Easterly line of said Lot 3 and a point on a non-tangent curve concave Westerly having a radius of 5741.86 feet and a chord bearing of N00°23'59"W; thence run the following courses and distances along said Easterly line: Northerly along the arc of said curve through a central angle of 01°23'05" for a distance of 138.76 feet to the point of tangency; N01°05'31"W, 893.11 feet; S88°54'29"W, 20.00 feet; N01°05'31"W, 101.86 feet to the point of curvature of a curve concave Westerly having a radius of 1095.86 feet and a chord bearing of N16°16'47"W; thence Northerly along the arc of said curve through a central angle of 30°22'31" for a distance of 580.97 feet to the POINT OF BEGINNING; thence continue Northwesterly along the arc of said curve concave Southwesterly having a radius of 1095.86 feet and a chord bearing of N34°31'58"W through a central angle of 06°07'50" for a distance of 117.26 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1008.77 feet and a chord bearing of N47°01'50"W; thence departing said Easterly line run Northwesterly along the arc of said curve through a central angle of 08°33'14" for a distance of 150.60 feet to the point of tangency and the Northerly line of said Lot 3; thence N51°18'27"W along said Northerly line, 349.76 feet to the Conservation Easement described in Official Records Book 10435, Page 717, of the Public Records of Orange County, Florida; thence departing said Northerly line run S29°03'09"W along said Conservation Easement, 10.14 feet; thence departing said Conservation Easement run S51°18'27"E, 348.06 feet to the point of curvature of a curve concave Southwesterly having a radius of 998.77 feet and a chord bearing of S43°41'46"E; thence Southeasterly along the arc of said curve through a central angle of 15°13'23" for a distance of 265.37 feet to the POINT OF BEGINNING.

Containing 0.128 acres (5,559 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.

- Bearings based on the South line of the Southeast 1/4 of Section 21-24-30, as being S88°59'39"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1999 adjustment, according to Orange County, Florida, right-of-way map for Boggy Creek Road from Orlando International Airport South Access Road to Wetherbee Road, C.I.P. No.3075, Contract No. Y7-809, dated November 9, 2016, prepared by Dewberry Engineers, Inc.

- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.

- This sketch does not reflect or determine ownership.

- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.

- This Sketch of Description may not depict all easements of record that may be within or adjoining the lands described hereon.

- This Sketch of Description is based on information provided to Donald W. McIntosh Associates, Inc. by Dewberry Engineers, Inc.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
NT	NON-TANGENT
(7110-B)	PARCEL NAME

SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL 7110-B (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

DATE	BY	DESCRIPTION
11/11/16	PH	REVISED SKETCH AND DESCRIPTION
11/9/16	PH	REVISED SKETCH, DESCRIPTION AND NOTES

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

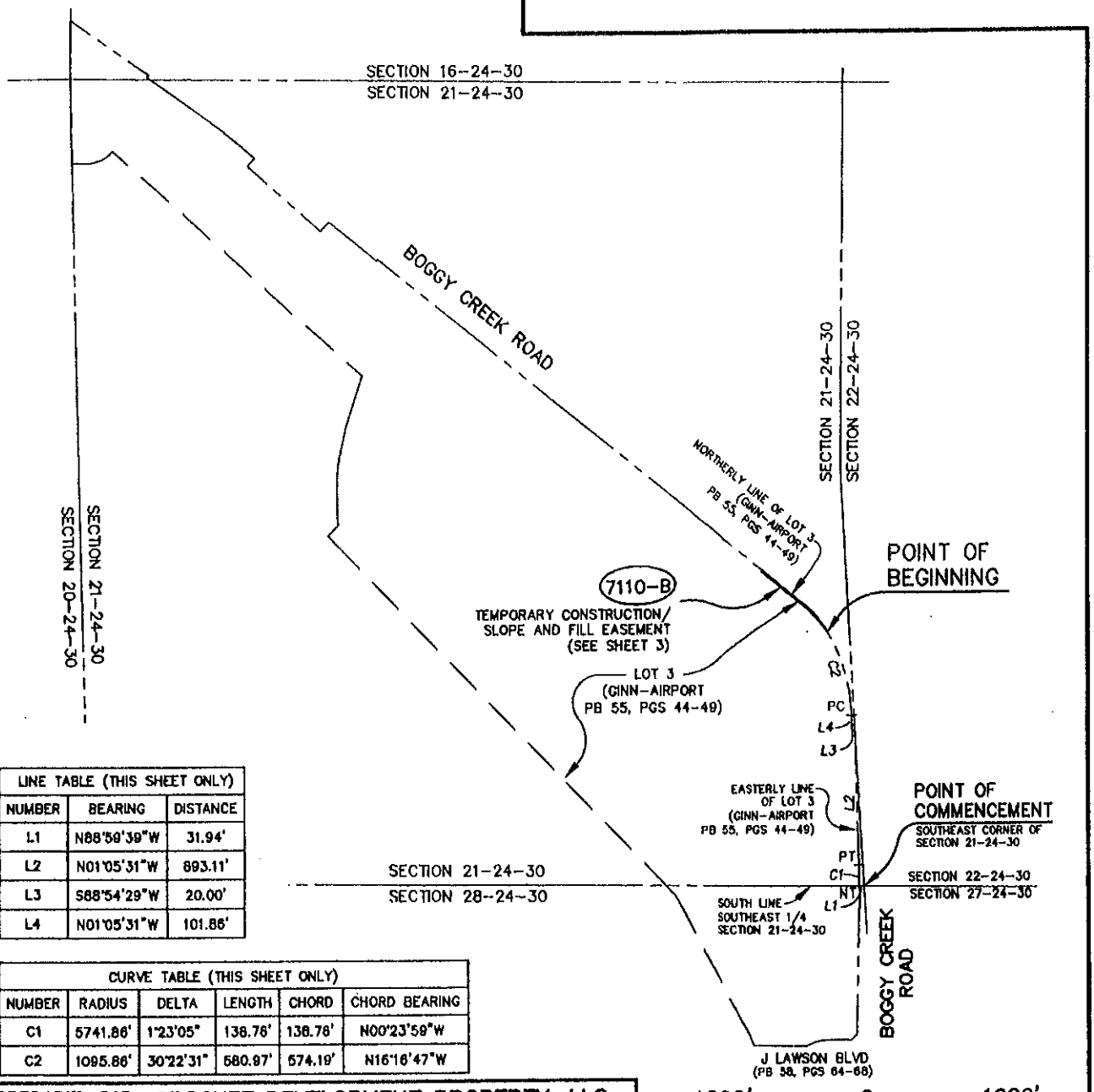
DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman November 11, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE N/A	SHEET 1 OF 3
DATE: 6/2016				

Printed: Fri 11-Nov-2016 - 03:03PM SL14547 CS# 16-148(D)
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PARCEL No.: 7110-B
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.86'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.86'	1°23'05"	138.76'	138.78'	N00°23'59"W
C2	1095.86'	30°22'31"	580.97'	574.19'	N16°16'47"W

1000' 0 1000'

Scale: 1" = 1000'

North

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD – GINN-AIRPORT LOT 3
BOGGY CREEK ROAD – ORANGE COUNTY, FLORIDA
PARCEL 7110-B (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

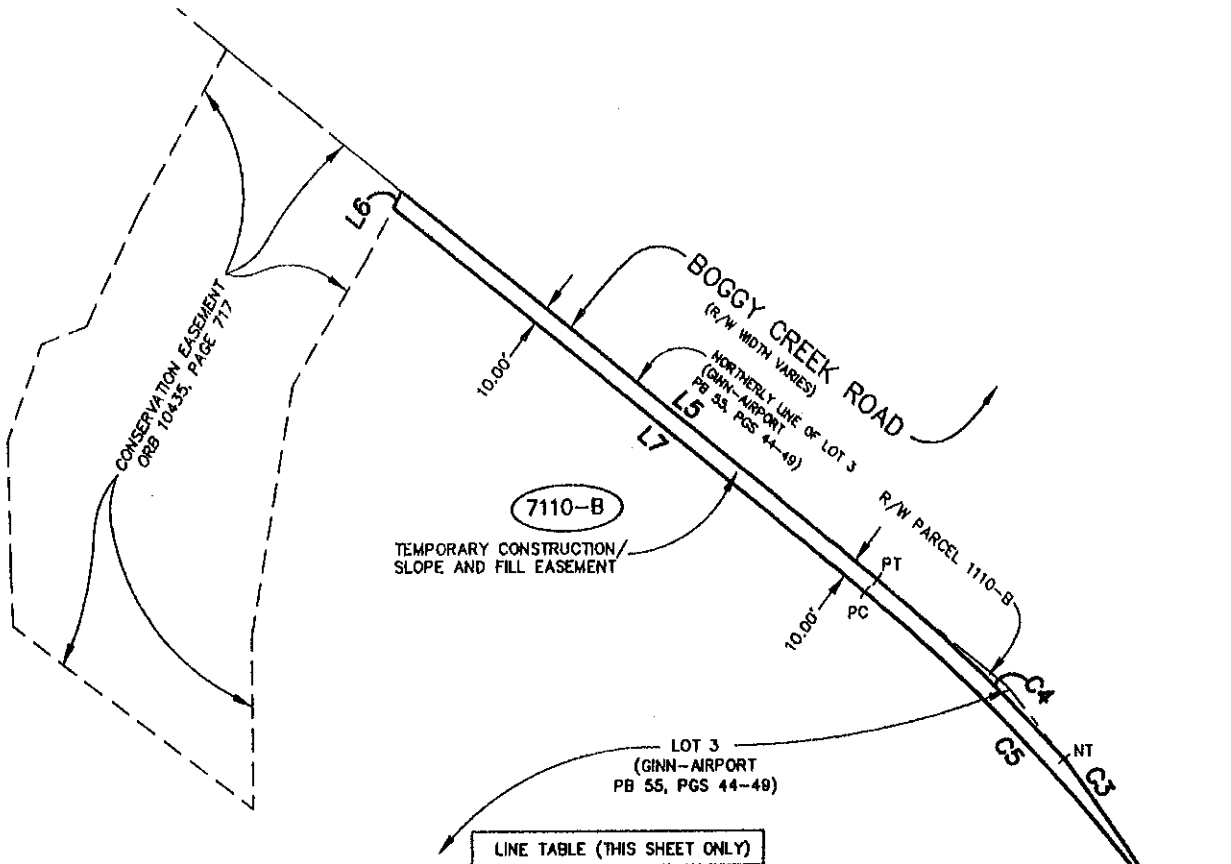
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DATE: 6/2016	CHECKED BY: SG	16054.002	1"=1000'	OF 3

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS# 16-148(D)

Printed: Fri 11-Nov-2016 – 03:03PM
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PARCEL No.: 7110-B
TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L5	N51°18'27"W	349.76'
L6	S29°03'09"W	10.14'
L7	S51°18'27"E	348.06'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1095.66'	6°07'50"	117.26'	117.20'	N34°31'58"W
C4	1008.77'	8°33'14"	150.60'	150.46'	N47°01'50"W
C5	998.77'	15°13'23"	265.37'	264.59'	S43°41'46"E

SEE SHEET 2 FOR COURSES AND DISTANCES FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD – GINN-AIRPORT LOT 3
BOGGY CREEK ROAD – ORANGE COUNTY, FLORIDA
PARCEL 7110-B (TEMPORARY CONSTRUCTION/ SLOPE AND FILL EASEMENT)

100' 0 100'
Scale: 1" = 100'

North

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 3
DATE: 6/2016	CHECKED BY: SG			OF 3

CS# 16-148(D)

Printed: Fri 11-Nov-2016 – 03:03PM
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SCHEDULE "A"
PARCEL No. 7110-C
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 21, Township 24 South, Range 30 East, Orange County, Florida and that part of Lot 3, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 21; thence N88°59'39"W along the South line of the Southeast 1/4 of said Section 21 for a distance of 31.94 feet to the Easterly line of said Lot 3 and a point on a non-tangent curve concave Westerly having a radius of 5741.86 feet and a chord bearing of N00°23'59"W; thence run the following courses and distances along said Easterly line and the Northerly line of said Lot 3: Northerly along the arc of said curve through a central angle of 01°23'05" for a distance of 138.76 feet to the point of tangency; N01°05'31"W, 893.11 feet; S88°54'29"W, 20.00 feet; N01°05'31"W, 101.86 feet to the point of curvature of a curve concave Westerly having a radius of 1095.86 feet and a chord bearing of N20°43'05"W; thence Northerly along the arc of said curve through a central angle of 39°15'08" for a distance of 750.75 feet to a non-tangent line; N51°18'27"W, 3006.24 feet to the Easterly line of Drainage Easement No. 2, as described in Official Records Book 10046, Page 4193, of the Public Records of Orange County, Florida; thence departing said Northerly line run S06°09'30"W along said Easterly line, 23.72 feet to the POINT OF BEGINNING; thence continue S06°09'30"W along said Easterly line of 5.93 feet; thence departing said Easterly line run S51°18'27"E, 1099.10 feet to the point of curvature of a curve concave Northeasterly having a radius of 11404.15 feet and a chord bearing of S52°03'30"E; thence Southeasterly along the arc of said curve through a central angle of 01°30'05" for a distance of 298.86 feet to a non-tangent line; thence N37°11'27"E, 5.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 11399.15 feet and a chord bearing of N52°03'30"W; thence Northwesterly along the arc of said curve through a central angle of 01°30'05" for a distance of 298.73 feet to the point of tangency; thence N51°18'27"W, 1102.29 feet to the POINT OF BEGINNING.

Containing 0.161 acres (6,997 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.

- Bearings based on the South line of the Southeast 1/4 of Section 21-24-30, as being S88°59'39"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1999 adjustment, according to Orange County, Florida, right-of-way map for Boggy Creek Road from Orlando International Airport South Access Road to Wetherbee Road, C.I.P. No.3075, Contract No. Y7-809, dated November 9, 2016, prepared by Dewberry Engineers, Inc.

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- This Sketch of Description is based on information provided to Donald W. McIntosh Associates, Inc. by Dewberry Engineers, Inc.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
NT	NON-TANGENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY

(7110-C) PARCEL NAME

SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL No. 7110-C (TEMPORARY CONSTRUCTION EASEMENT)

DATE	BY	REVISIONS
11/11/16	PH	REVISED SKETCH

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman November 11, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

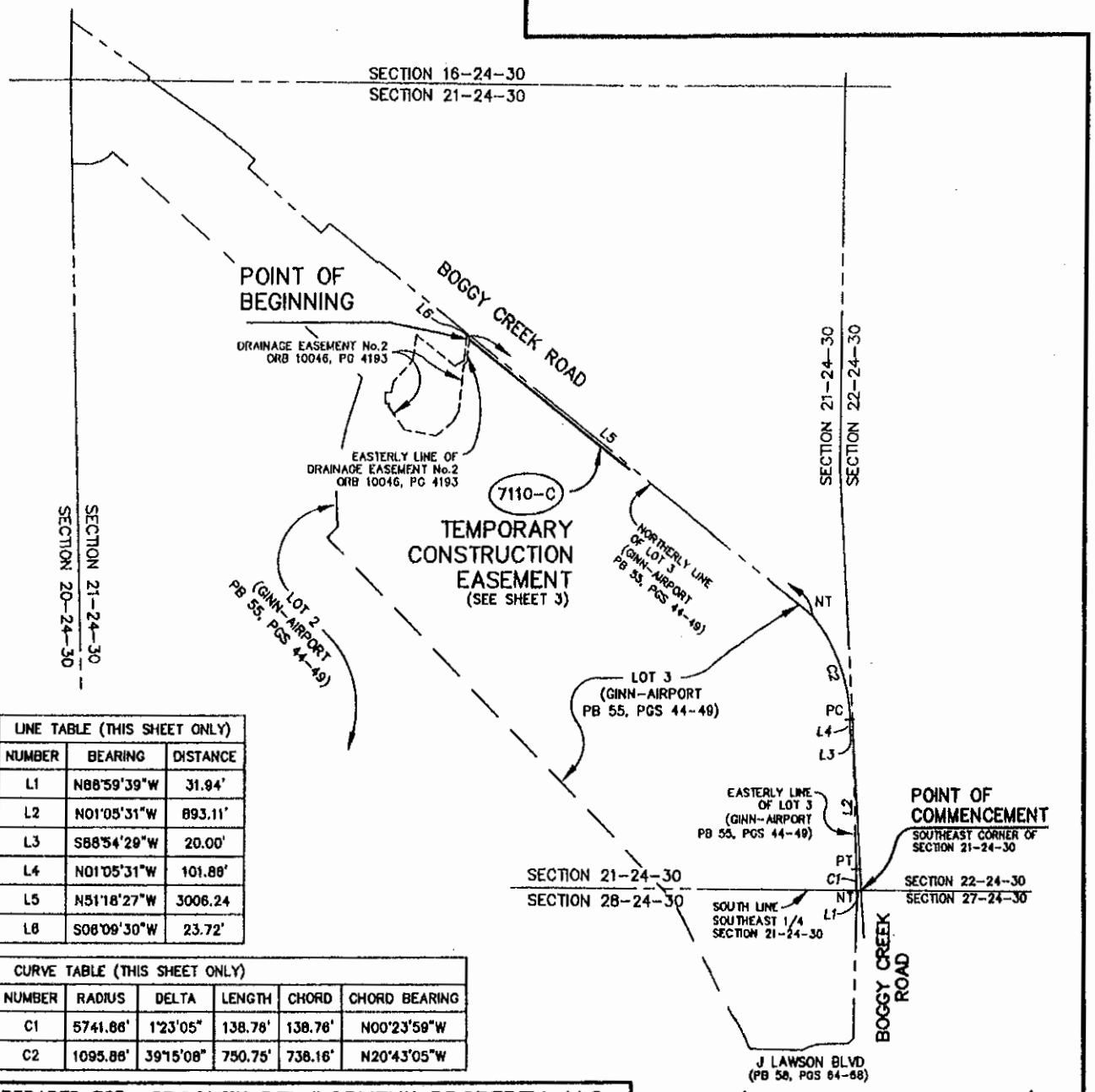
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DATE: 11/2016				

Printed: Fri 11-Nov-2016 - 03:12PM
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SL14646

CS# 16-148(F)

PARCEL No. 7110-C
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.88'
L5	N51°18'27"W	3006.24
L6	S06°09'30"W	23.72'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.66'	1°23'05"	138.76'	138.76'	N00°23'59"W
C2	1095.86'	39°15'08"	750.75'	736.16'	N20°43'05"W

1000' 0 1000'

Scale: 1" = 1000'

North

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL No. 7110-C (TEMPORARY CONSTRUCTION EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

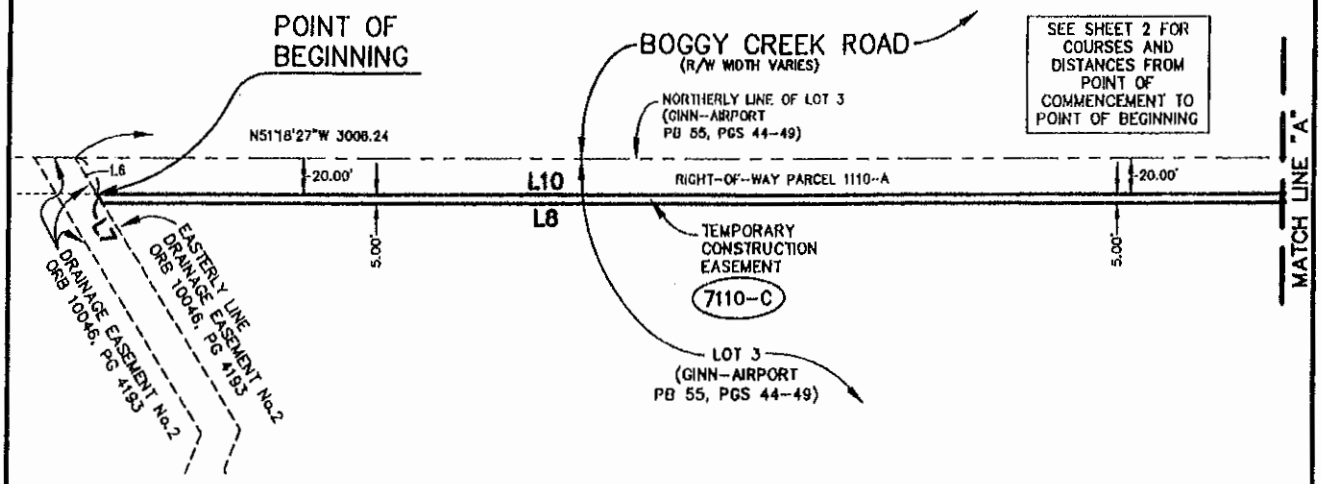
DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=1000'	SHEET 2
DATE: 11/2016	CHECKED BY: SG			OF 3

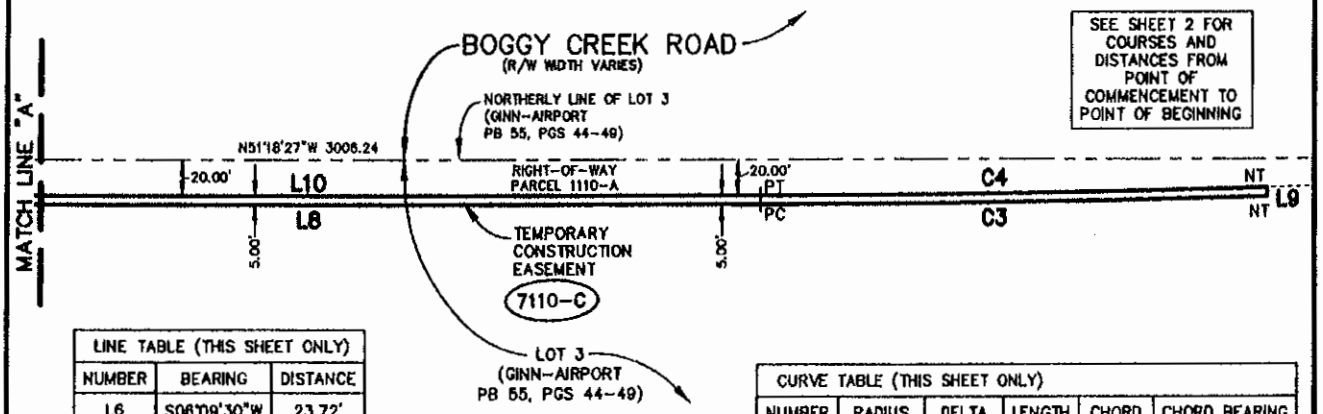
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS# 16-148(F)

Printed: Fri 11-Nov-2016 - 03:12PM
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PARCEL No. 7110-C
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY





LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L6	S06°09'30"W	23.72'
L7	S06°09'30"W	5.93'
L8	S51°18'27"E	1099.10'
L9	N37°11'27"E	5.00'
L10	N51°18'27"W	1102.29'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	11404.15'	1°30'05"	298.86'	298.85'	S52°03'30"E
C4	11399.15'	1°30'05"	298.73'	298.72'	N52°03'30"W

100' 0 100'

Scale: 1" = 100'

North

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL No. 7110-C (TEMPORARY CONSTRUCTION EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 3
DATE: 11/2016	CHECKED BY: SG			OF 3

CS# 16-148(F)

Printed: Fri 11-Nov-2016 - 03:12PM
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SCHEDULE "A"
PARCEL No. 7110-D
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 21, Township 24 South, Range 30 East, Orange County, Florida and that part of Lot 3, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 21; thence N88°59'39"W along the South line of the Southeast 1/4 of said Section 21 for a distance of 31.94 feet to the Easterly line of said Lot 3 and a point on a non-tangent curve concave Westerly having a radius of 5741.86 feet and a chord bearing of N00°23'59"W; thence run the following courses and distances along said Easterly line and the Northerly line of said Lot 3: Northerly along the arc of said curve through a central angle of 01°23'05" for a distance of 138.76 feet to the point of tangency; N01°05'31"W, 893.11 feet; S88°54'29"W, 20.00 feet; N01°05'31"W, 101.86 feet to the point of curvature of a curve concave Westerly having a radius of 1095.86 feet and a chord bearing of N20°43'05"W; thence Northerly along the arc of said curve through a central angle of 39°15'08" for a distance of 750.75 feet to a non-tangent line; N51°18'27"W, 3029.97 feet to the Northerly line of Drainage Easement No. 2, as described in Official Records Book 10046, Page 4193, of the Public Records of Orange County, Florida; thence departing said Northerly line of Lot 3 run S06°09'30"W along said Northerly line of Drainage Easement No. 2 for a distance of 23.72 feet to the POINT OF BEGINNING; thence continue S06°09'30"W along said Northerly line 5.93 feet; thence departing said Northerly line run N51°18'27"W, 153.22 feet; thence N50°18'36"W, 488.54 feet; thence N51°18'25"W, 126.84 feet to the Conservation Easement described in Official Records Book 10435, Page 717, of the Public Records of Orange County, Florida; thence N10°32'05"E along said Conservation Easement, 5.67 feet; thence departing said Conservation Easement run S51°18'25"E, 129.56 feet; thence S50°18'36"E, 488.54 feet; thence S51°18'27"E, 149.99 feet to the POINT OF BEGINNING.

Containing 0.088 acres (3,842 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.

- Bearings based on the South line of the Southeast 1/4 of Section 21-24-30, as being S88°59'39"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1999 adjustment, according to Orange County, Florida, right-of-way map for Boggy Creek Road from Orlando International Airport South Access Road to Wetherbee Road, C.I.P. No.3075, Contract No. Y7-809, dated November 9, 2016, prepared by Dewberry Engineers, Inc.

- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.

- This sketch does not reflect or determine ownership.

- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.

- This Sketch of Description may not depict all easements of record that may be within or adjoining the lands described hereon.

- This Sketch of Description is based on information provided to Donald W. McIntosh Associates, Inc. by Dewberry Engineers, Inc.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
NT	NON-TANGENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY

(7110-D) PARCEL NAME

SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*
AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL No. 7110-D (TEMPORARY CONSTRUCTION EASEMENT)

DATE	BY	REVISIONS
11/11/16	PH	REVISED SKETCH

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman November 11, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

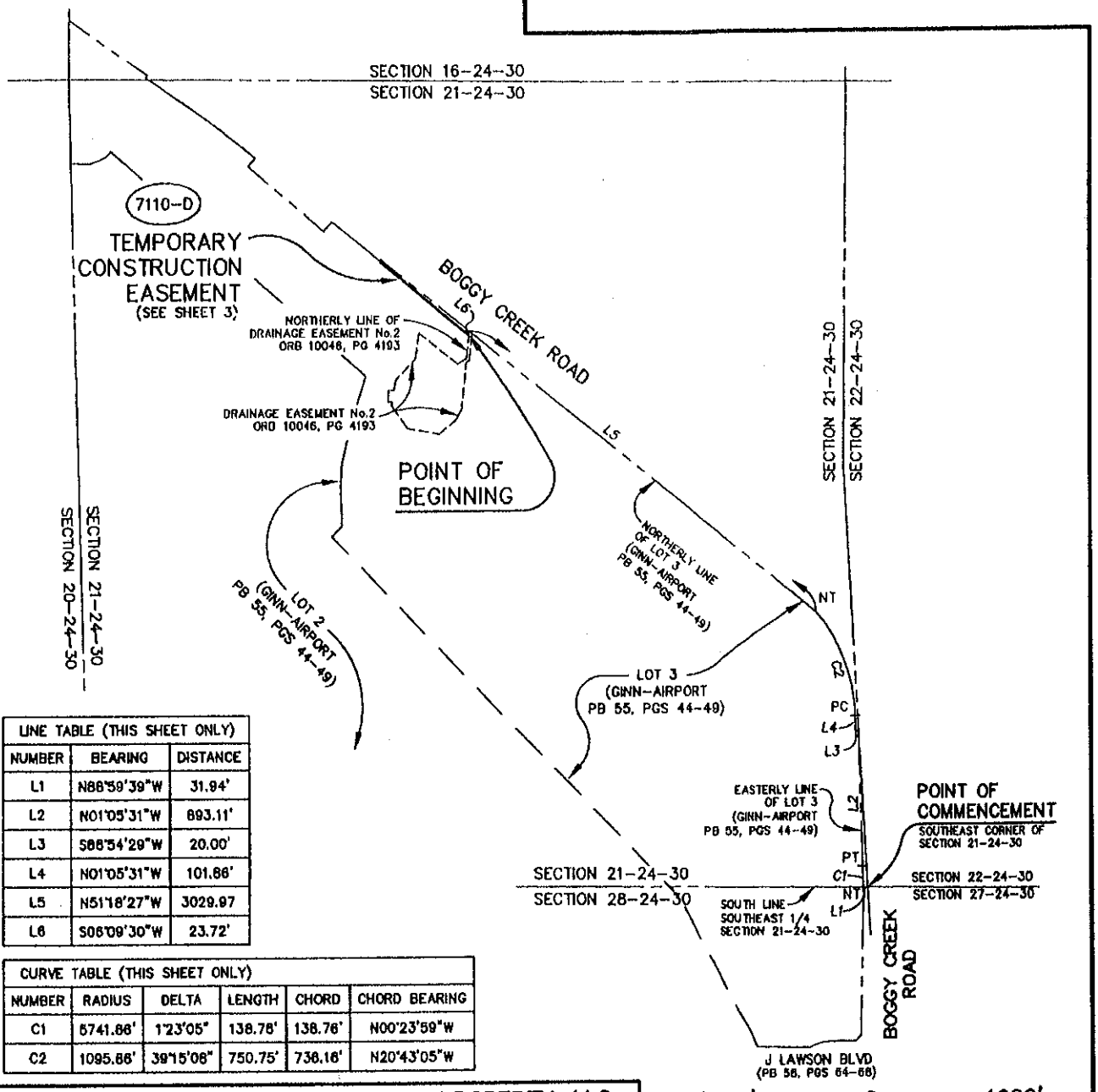
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE N/A	SHEET 1 OF 3
DATE: 11/2016				

Printed: Fri 11-Nov-2016 -- 03:31PM
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SL14647

CS# 16-148(G)

PARCEL No. 7110-D
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.86'
L5	N51°18'27"W	3029.97
L6	S06°09'30"W	23.72'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.66'	1°23'05"	138.78'	138.76'	N00°23'59"W
C2	1095.66'	39°15'08"	750.75'	736.16'	N20°43'05"W

1000' 0 1000'

Scale: 1" = 1000'

North

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD – GINN-AIRPORT LOT 3
BOGGY CREEK ROAD – ORANGE COUNTY, FLORIDA
PARCEL No. 7110-D (TEMPORARY CONSTRUCTION EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB66

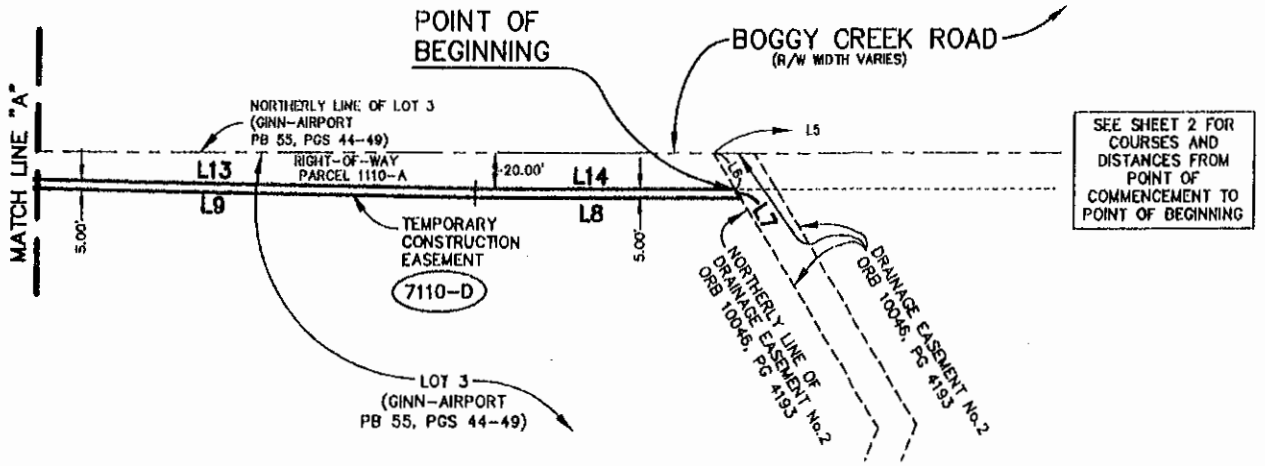
DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=1000'	SHEET 2
DATE: 11/2016	CHECKED BY: SG			OF 3

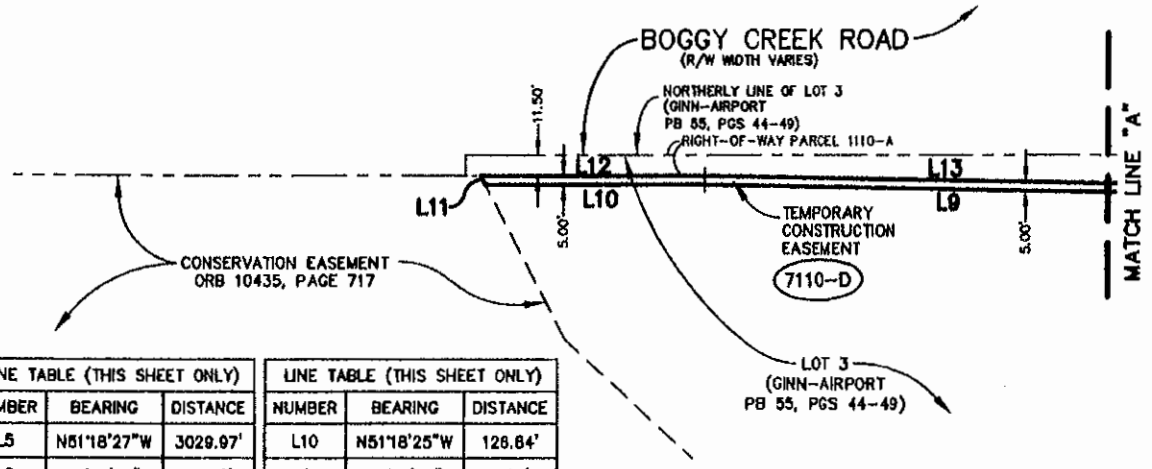
SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS# 16-148(G)

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PARCEL No. 7110-D
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY





LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L5	N51°18'27"W	3029.97'
L6	S06°09'30"W	23.72'
L7	S06°09'30"W	5.93'
L8	N51°18'27"W	153.22'
L9	N50°18'36"W	488.54'

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L10	N51°18'25"W	126.64'
L11	N10°32'05"E	5.67'
L12	S51°18'25"E	129.56'
L13	S50°18'36"E	488.54'
L14	S51°18'27"E	149.99'

100' 0 100'

Scale: 1" = 100'

North

PREPARED FOR: *CROCKET DEVELOPMENT PROPERTY, LLC*

AIRPORT SOUTH PD - GINN-AIRPORT LOT 3
BOGGY CREEK ROAD - ORANGE COUNTY, FLORIDA
PARCEL No. 7110-D (TEMPORARY CONSTRUCTION EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH		JOB NO. 16054.002	SCALE 1"=100'	SHEET 3
DATE: 11/2016	CHECKED BY: SG			OF 3

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS# 16-14B(G)

Printed: Fri 11-Nov-2016 - 03:32PM
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Instrument: 8110.1
Project: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

DRAINAGE EASEMENT

THIS INDENTURE, made and executed the 21 day of April, A.D. 2017, by Crockett Development Property, LLC, a Florida limited liability company, having its principal place of business in the city of Orlando, county of Orange, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827, GRANTOR, do hereby give, grant, bargain, and release to Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, an easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

21-24-30-3127-00-030

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

Instrument: 8110.1
Project: Boggy Creek Road (Boggy Creek Bridge North) (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered
in the presence of:

Witness

Diana Garcia
Printed Name

Witness

Robyn Noren
Printed Name

(Signature of TWO witnesses required by Florida law)

Crockett Development Property, LLC,
a Florida limited liability company

By: _____
James L. Zboril MR
Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of April, 2017, by James L. Zboril, as Vice President of Crockett Development Property, LLC, a Florida limited liability company, on behalf of the limited liability company. He ✓ is personally known to me or __ has produced _____ as identification.

ROBYN NOREN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF201861
Expires 4/5/2019

(Notary Seal)

Notary Signature

_____
Printed Notary Name

Notary Public in and for the
County and State aforesaid

My commission expires:

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with
the Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\Boggy Creek Road (Boggy Creek Bridge North) (RAC)\8110 DE.doc 3/22/17bj

SCHEDULE "A"
PARCEL No. 8110
DRAINAGE EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 21, Township 24 South, Range 30 East, Orange County, Florida and that part of Lot 3, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 21; thence N88°59'39"W along the South line of the Southeast 1/4 of said Section 21 for a distance of 31.94 feet to the Easterly line of said Lot 3 and a point on a non-tangent curve concave Westerly having a radius of 5741.86 feet and a chord bearing of N00°23'59"W; thence run the following courses and distances along said Easterly line and the Northerly line of said Lot 3: Northerly along the arc of said curve through a central angle of 01°23'05" for a distance of 138.76 feet to the point of tangency; N01°05'31"W, 893.11 feet; S88°54'29"W, 20.00 feet; N01°05'31"W, 101.86 feet to the point of curvature of a curve concave Westerly having a radius of 1095.86 feet and a chord bearing of N20°43'05"W; thence Northerly along the arc of said curve through a central angle of 39°15'08" for a distance of 750.75 feet to a non-tangent line; N51°18'27"W, 3029.97 feet to the Northerly line of Drainage Easement No. 2, as described in Official Records Book 10046, Page 4193, of the Public Records of Orange County, Florida; thence departing said Northerly line of Lot 3 run the following courses and distances along said Northerly line of Drainage Easement No. 2 and the Westerly line of said Drainage Easement No. 2: S06°09'30"W, 181.62 feet; S60°50'03"W, 71.46 feet; N51°39'57"W, 332.26 feet; S08°06'47"W, 169.95 feet; S43°56'30"W, 190.78 feet; S10°19'12"W, 72.61 feet; N89°31'09"W, 41.02 feet to the POINT OF BEGINNING; S00°28'51"W, 75.00 feet; thence departing Westerly line run S83°34'40"W, 23.60 feet; thence S05°19'33"W, 632.29 feet; thence N84°40'27"W, 25.00 feet; thence N05°19'33"E, 708.29 feet; thence S89°31'09"E, 41.92 feet to the POINT OF BEGINNING

Containing 0.442 acres (19,267 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.

- Bearings based on the South line of the Southeast 1/4 of Section 21-24-30, as being S88°59'39"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1999 adjustment, according to Orange County, Florida, right-of-way map for Boggy Creek Road from Orlando International Airport South Access Road to Wetherbee Road, C.I.P. No.3075, Contract No. Y7-809, dated November 9, 2016, prepared by Dewberry Engineers, Inc.

- Lands shown hereon were not obstructed for rights-of-way, easements, ownership or other instruments of record by this firm.

- This sketch does not reflect or determine ownership.

- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.

- This Sketch of Description may not depict all easements of record that may be within or adjoining the lands described hereon.

- This Sketch of Description is based on information provided to Donald W. McIntosh Associates, Inc. by Dewberry Engineers, Inc.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
SECTION 21-24-30	SECTION 21, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PB	PLAT BOOK
PGS	PAGES
R/W	RIGHT-OF-WAY
No.	NUMBER
PC	POINT OF CURVATURE
NT	NON-TANGENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY

(8110) PARCEL NAME

SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION

PREPARED FOR:
CROCKET DEVELOPMENT PROPERTY, LLC
AIRPORT SOUTH PO GINN-AIRPORT LOT 3
PARCEL 8110 (BOGGY CREEK ROAD DRAINAGE EASEMENT)

DATE	BY	REVISIONS
11/9/16	PH	REVISED SKETCH, DESCRIPTION AND NOTES
7/25/16	PH	ADD PARCEL NUMBER TO ALL SHEETS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman November 09, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

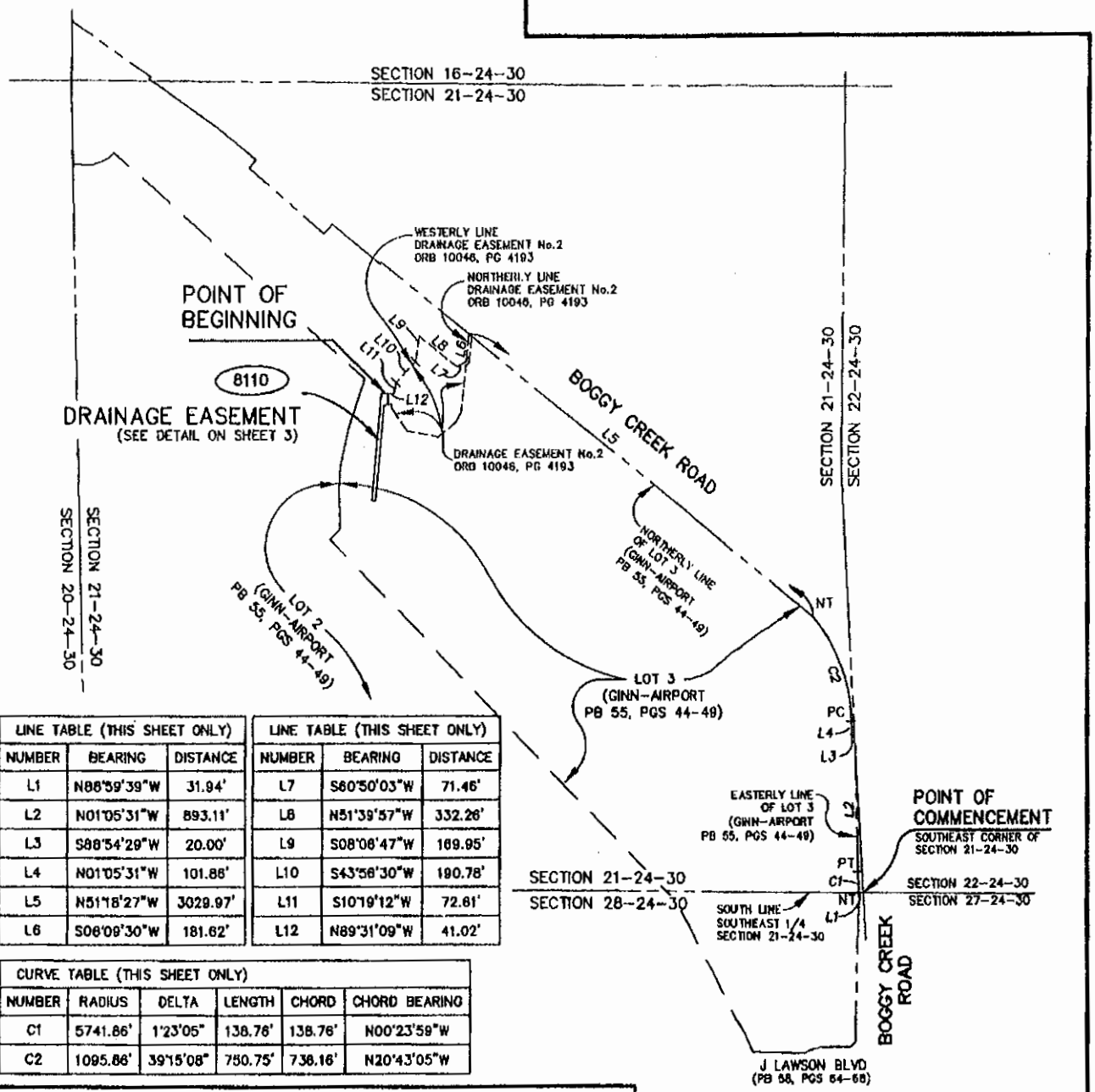
DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE N/A	SHEET 1 OF 3
DATE: 6/2016				

Printed: Wed 09-Nov-2016 - 04:25PM
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SL14548

CS# 16-148(E)

PARCEL No. 8110
DRAINAGE EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N88°59'39"W	31.94'
L2	N01°05'31"W	893.11'
L3	S88°54'29"W	20.00'
L4	N01°05'31"W	101.86'
L5	N51°18'27"W	3029.97'
L6	S06°09'30"W	181.62'

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L7	S60°50'03"W	71.46'
L8	N51°39'57"W	332.26'
L9	S08°06'47"W	169.95'
L10	S43°56'30"W	190.78'
L11	S10°19'12"W	72.61'
L12	N89°31'09"W	41.02'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	5741.86'	1°23'05"	138.76'	138.76'	N00°23'59"W
C2	1095.86'	39°15'08"	750.75'	736.16'	N20°43'05"W

1000' 0 1000'

Scale: 1" = 1000'

North

PREPARED FOR:
CROCKET DEVELOPMENT PROPERTY, LLC
AIRPORT SOUTH PD GINN-AIRPORT LOT 3
PARCEL 8110 (BOGGY CREEK ROAD DRAINAGE EASEMENT)

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

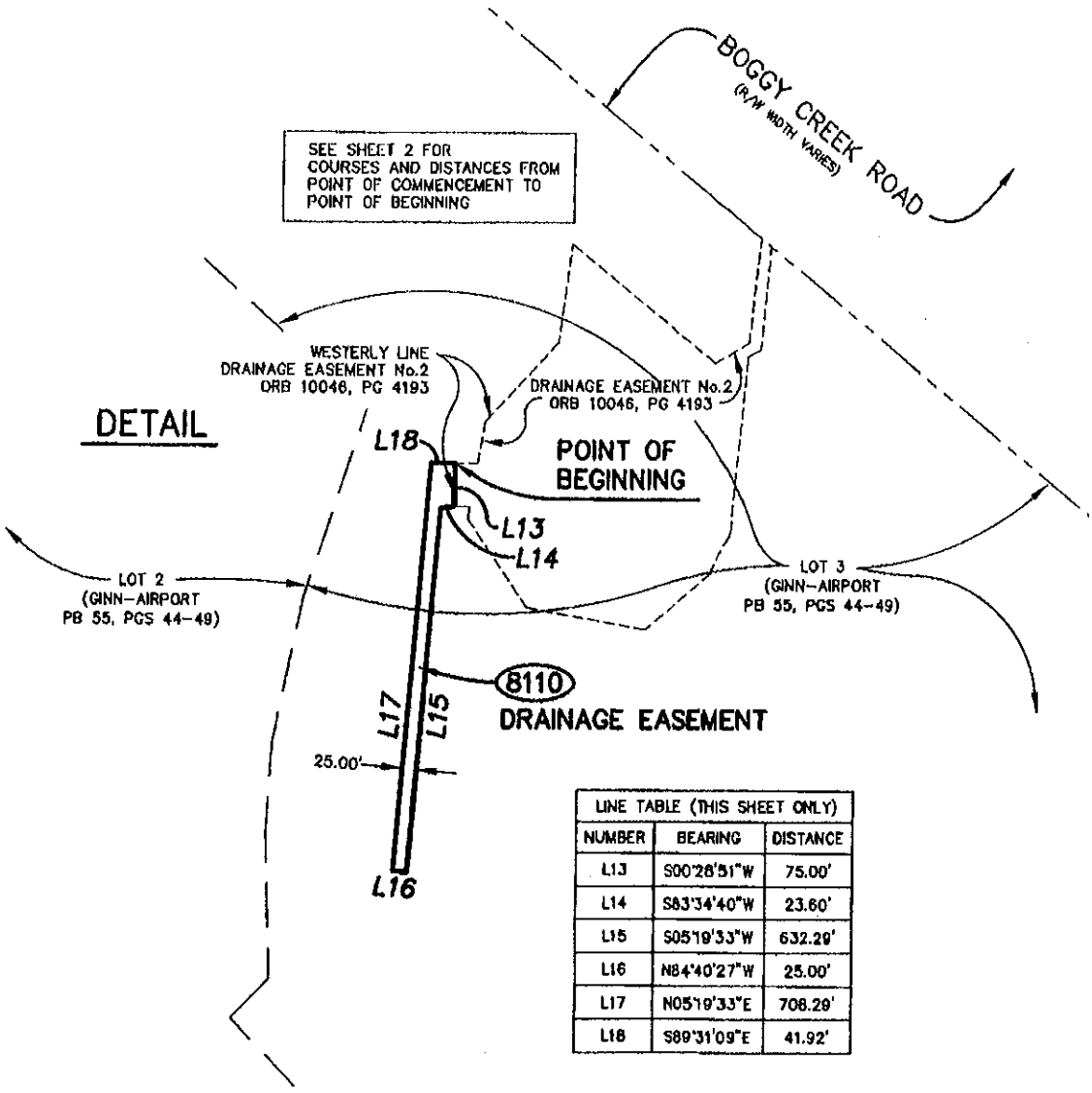
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DATE: 6/2016	CHECKED BY: SG			OF 3

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS# 16-148(E)

Printed: Wed 09-Nov-2016 -- 04:25PM
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PARCEL No. 8110
DRAINAGE EASEMENT
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L13	S00°26'51"W	75.00'
L14	S83°34'40"W	23.60'
L15	S05°19'33"W	632.29'
L16	N84°40'27"W	25.00'
L17	N05°19'33"E	708.29'
L18	S89°31'09"E	41.92'

PREPARED FOR:
CROCKET DEVELOPMENT PROPERTY, LLC
AIRPORT SOUTH PD GINN-AIRPORT LOT 3
PARCEL 8110 (BOGGY CREEK ROAD DRAINAGE EASEMENT)

300' 0 300'
Scale: 1" = 300'

North

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16054.002	SCALE 1"=300'	SHEET 3 OF 3
DATE: 6/2016				

SEE SHEET 1 FOR LEGAL DESCRIPTION, NOTES AND LEGEND

CS# 16-148(E)

Printed: Wed 09-Nov-2016 - 04:25PM
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I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
18

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 6

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Jeffrey L. Sponenburg, Senior Title Examiner JLS
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF DRAINAGE EASEMENT FROM MERITAGE HOMES OF FLORIDA, INC. AND LAKE PRESERVE HOMEOWNERS' ASSOCIATION, INC. TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Lake Preserve Phase 1

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of drainage facilities as a requirement of development.

ITEM: Drainage Easement
Cost: Donation
Size: 8,712 square feet

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS: Grantors to pay all recording fees.

THIS IS A DONATION

Project: Lake Preserve Phase 1

DRAINAGE EASEMENT

THIS INDENTURE, made the 20 day of April, 2017, between Meritage Homes of Florida, Inc., a Florida corporation, whose address is 5337 Millenia Lakes Boulevard, Suite 410, Orlando, Florida, 32839, as the owner of Parcel 33-24-30-4960-00-002, and Lake Preserve Homeowners' Association, Inc., a Florida corporation not-for-profit, whose address is 4700 Millenia Boulevard, Suite 515, Orlando, Florida, 32839, as the owner of Parcel 33-24-30-4957-00-009, GRANTORS, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTORS, in consideration of the sum of $1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns an easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Numbers:

a portion of 33-24-30-4960-00-002 and 33-24-30-4957-00-009

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the GRANTORS, their heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

Project: Lake Preserve Phase 1

IN WITNESS WHEREOF, the said GRANTORS have hereto set their hands the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Amy Steiger
Printed Name

Witness

Jennifer Hamilton
Printed Name

(Signature of **TWO** witnesses required by Florida law)

Meritage Homes of Florida, Inc.,
a Florida corporation

BY:

Denver Marlow
Printed Name

Vice President of Land Development
Title

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20th of April 20 17, by Denver Marlow, as Vice President of Land Developme of Meritage Homes of Florida, Inc., a Florida corporation, on behalf of the corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Public State of Florida
Amy Steiger
My Commission FF 217346
Expires 04/05/2019

Notary Signature

Amy Steiger
Printed Notary Name

Notary Public in and for
the county and state aforesaid.

My commission expires: 4/5/2019

Project: Lake Preserve Phase 1

IN WITNESS WHEREOF, the said GRANTORS have hereto set their hands the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Amy Steiger
Printed Name

Witness

Jennifer Hamilton
Printed Name

(Signature of **TWO** witnesses required by Florida law)

Lake Preserve Homeowners' Association, Inc.,
a Florida corporation not-for-profit

BY:

Martha Schiffer
Printed Name

HOA President
Title

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20th of April, 2017, by Martha Schiffer, as HOA President of Lake Preserve Homeowners' Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Public State of Florida
Amy Steiger
My Commission FF 217345
Expires 04/05/2019

Notary Signature

Amy Steiger
Printed Notary Name

Notary Public in and for
the county and state aforesaid.

My commission expires: 4/5/2019

This instrument prepared by:
Jeffrey L. Sponenburg, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

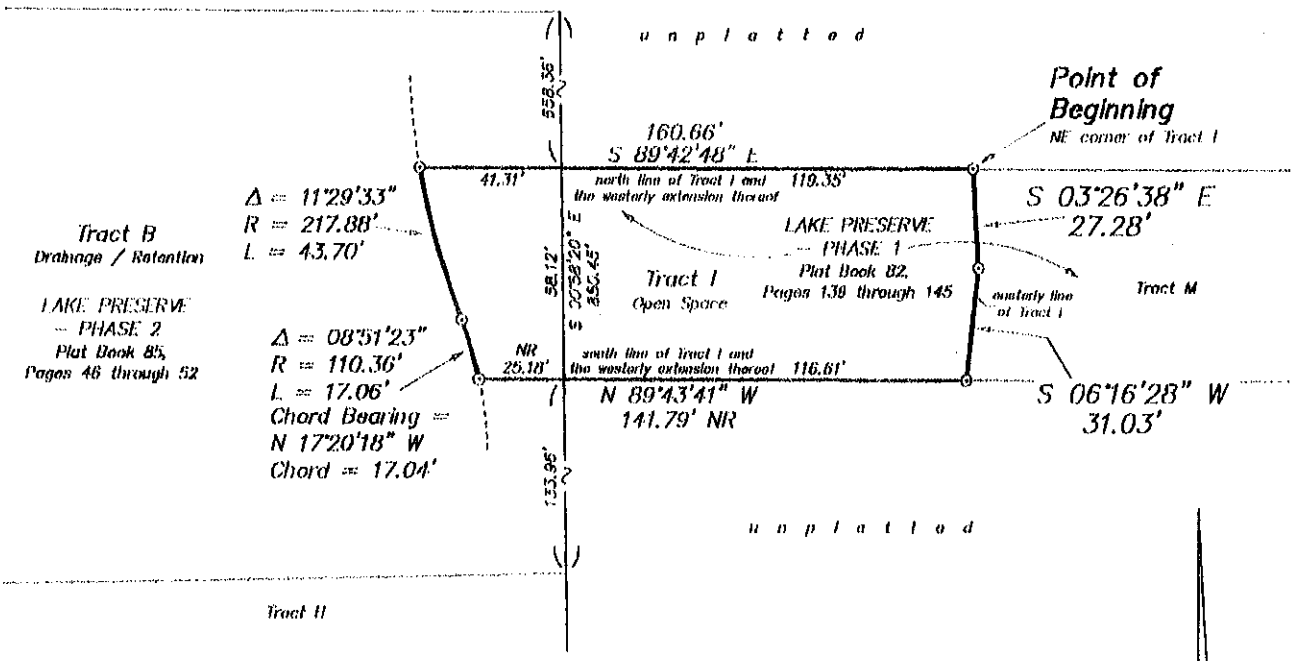
EXHIBIT A

Legal Description

Tract I, LAKE PRESERVE -- PHASE 1, according to the plat thereof, as recorded in Plat Book 82, Pages 139 through 145, Public Records of Orange County, Florida; together with a portion of Tract B, LAKE PRESERVE -- PHASE 2, according to the plat thereof, as recorded in Plat Book 85, Pages 46 through 52, Public Records of Orange County, Florida; lying in Section 33, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the northeast corner of said Tract I; thence southerly, along the easterly line thereof, the following two (2) courses and distances: run S 03°26'38" E, a distance of 27.28 feet; thence run S 06°16'28" W, a distance of 31.03 feet to a point on the south line of said Tract I; thence run N 89°43'41" W, along said south line and the westerly extension thereof, a distance of 141.79 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 110.36 feet; thence, on a chord bearing of N 17°20'18" W and a chord distance of 17.04 feet, run northerly, along the arc of said curve, a distance of 17.06 feet, through a central angle of 08°51'23" to a point of reverse curvature of a curve, concave northeasterly, having a radius of 217.88 feet and a central angle of 11°29'33"; thence run northerly, along the arc of said curve, a distance of 43.70 feet to a point on the westerly extension of the north line of said Tract I; thence run S 89°42'48" E, along said westerly extension and along said north line, a distance of 160.66 feet to the POINT OF BEGINNING.

Containing 0.20 acres, more or less.



Not a Boundary Survey.

The legal description was prepared by the Surveyor.

Bearings based on record plat.

Lines shown hereon are radial unless noted NR (non-radial).

SKETCH OF DESCRIPTION ONLY -- NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

2/11/2017

Sketch of Description
of a
Drainage Easement
located in
Section 33, Township 24 South, Range 30 East
Orange County, Florida

1" = 50'

PREPARED FOR:	Meritage Homes
JOB NO.	1302.38
SHEET	1 of 2
DATE	12/2/16
SCALE	As Noted

SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY SKETCH OR DESCRIPTION BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

GANUNG - BELTON ASSOCIATES, INC.
professional surveyors and mappers
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656
FBPSM LB No. 2194

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
19

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice M

REAL ESTATE MANAGEMENT ITEM 7

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Theresa A. Avery, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF UTILITY EASEMENT FROM NORTH PINE HILLS ROAD, LLC TO ORANGE COUNTY, SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY FROM PATRIOT BANK AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Advanced Disposal NC – Building and Site Permit: B16901446
OCU File #: 86726

District 2

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

ITEMS: Utility Easement
Cost: Donation
Size: 301 square feet

Subordination of Encumbrances to Property Rights to Orange County

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay all recording fees.

THIS IS A DONATION

Project: Advanced Disposal NC – Building and Site Permit: B16901446
OCU File #: 86726

UTILITY EASEMENT

THIS INDENTURE, Made this 8th day of May A.D., 20 17, between North Pine Hills Road, LLC, a Florida limited liability company, having its principal place of business in the city of Tampa, county of Hillsborough, whose address is 1315 S Howard Avenue, Suite 202, Tampa, FL 33606, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a right-of-way and easement for utility purposes, with full authority to enter upon, construct and maintain, as the GRANTEE and its assigns may deem necessary, electrical poles, telephone poles, wires, guy wires and appurtenances, water pipes, sewer pipes, gas pipes and mains, and any other utility facilities over, under and upon the following described lands situate in Orange County, aforesaid to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

31-21-29-0000-00-071

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the GRANTOR, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

Project: Advanced Disposal NC – Building and Site Permit: B16901446
OCU File #: 86726

GRANTEE may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the easement right of way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S successors or assigns, provided GRANTEE does not expand its use of the easement beyond the easement boundaries described above.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed, and delivered
in the presence of:

Witness

ALIZA ROCKSTEAD
Printed Name

Witness

RENÉE M. TATE
Printed Name

(Signature of **TWO** witnesses required by Florida law)

North Pine Hills Road, LLC,
a Florida limited liability company

BY: _____

Printed Name

Title

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 8 day of May, 2017, by Robert J. Dikman as Manager, of North Pine Hills Road, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she [✓] is personally known to me, or [ ] has produced _____ as identification.

Notary Seal
Notary Public State of Florida
Erika Zipfel Matscherz
My Commission FF 187155
Expires 01/23/2019

Notary Signature

Erika Zipfel-Matscherz
Printed Notary Name

This instrument prepared by:
Theresa Avery, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Notary Public in and for
the County and State aforesaid

My commission expires: 1/23/19

S:\Forms & Master Docs\Project Document Files\1_Misc. Documents\A\Advanced Disposal NC-Building and Site Permit B16901446 OCU File #86726 UE.doc 05-02-17srb

SKETCH OF DESCRIPTION **EXHIBIT "A"**

NORTH PINE HILLS RD., LLC;
ADDRESS: 5722 N. PINE HILLS RD.
ORLANDO, FLORIDA
PID NO. 31-21-29-0000-00-071

PROJECT NAME: ADVANCED DISPOSAL
NC-BUILDING AND SITE AND THE
BUILDING DEPARTMENT PERMIT
NUMBER: B16901446

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 31; THENCE WITH THE EAST LINE OF SAID NW 1/4, S00°02'58"E, A DISTANCE OF 1317.47 FEET TO THE NORTH LINE OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 31; THENCE WITH SAID NORTH LINE, N89°31'27"W, A DISTANCE OF 47.88 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH PINE HILLS ROAD (VARIABLE-WIDTH RIGHT OF WAY), THENCE, BEARING SOUTH 03°51'49" EAST, A DISTANCE OF 8.02 FEET TO THE POINT OF BEGINNING;

THENCE, BEARING SOUTH 03°51'49" EAST, A DISTANCE OF 10.03 FEET TO A POINT;
THENCE, BEARING NORTH 89°31'27" WEST, A DISTANCE OF 30.09 FEET TO A POINT;
THENCE, BEARING NORTH 03°51'49" WEST, A DISTANCE OF 10.03 FEET TO A POINT;
THENCE, BEARING SOUTH 89°31'27" EAST, A DISTANCE OF 30.09 FEET TO THE POINT OF BEGINNING.

THIS PARCEL: Perimeter: 80.23 Area: 301 sq.ft., MORE OR LESS.

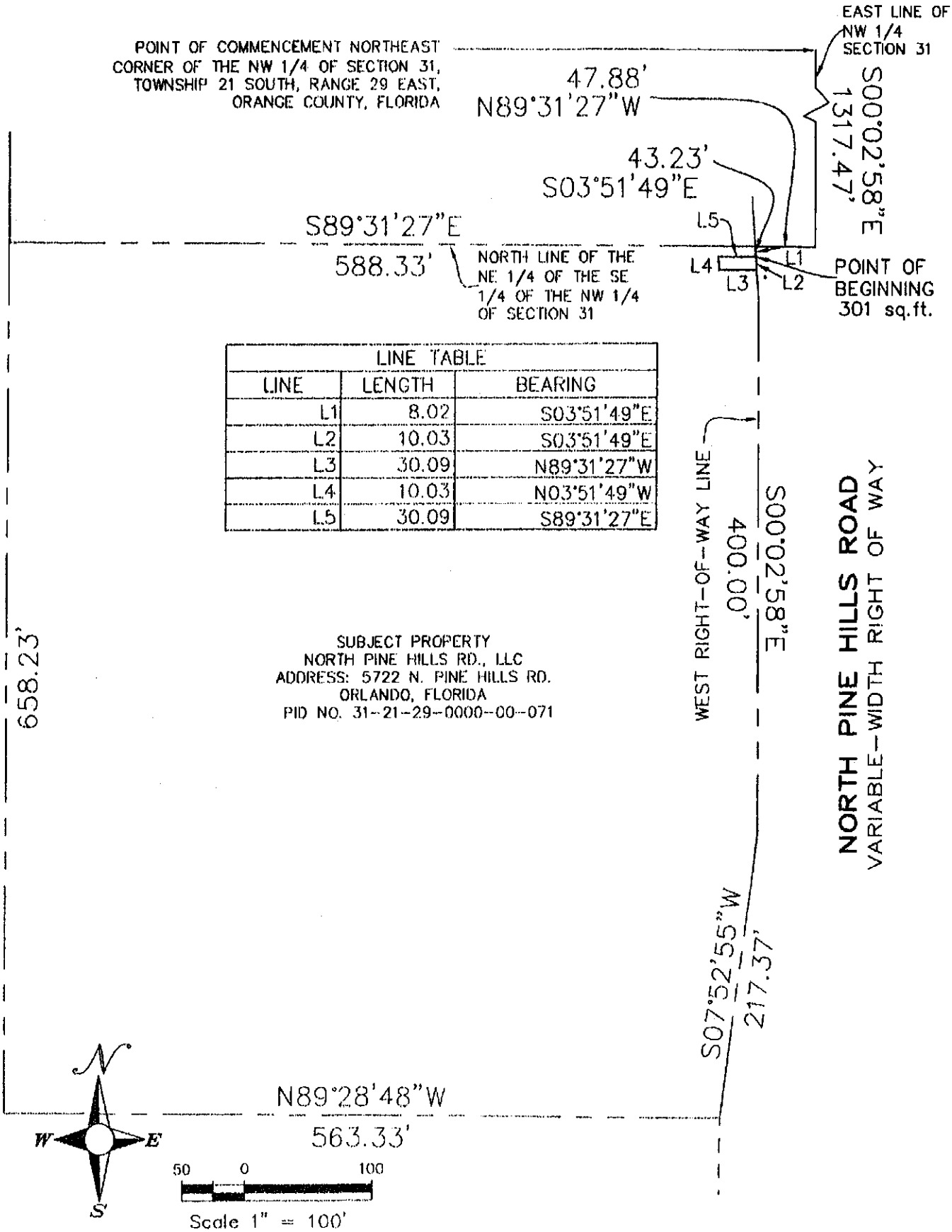
NOTES:
1. BASIS OF BEARING, THE WEST RIGHT OF WAY LINE OF NORTH PINE HILLS ROAD, S00°02'58"E.
2. THIS IS A SKETCH OF DESCRIPTION.
3. THIS IS NOT A BOUNDARY SURVEY.

AFN CONSULTING, INC.
P. O. Box 445
San Antonio, FL 33576
(813) 909-3228 Office
(352) 437-4078 Fax
afn@tampabayrr.com

5/2/2017
DAVID P. GRAVES
FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. LS 5392
CERTIFICATE OF AUTHORIZATION
NO. LB 7256

C:\Land Projects 3\15-64 Orlando Disposal\dwg\15-64 Easement.dwg 5/2/2017 3:14:56 PM EDT

SKETCH OF DESCRIPTION



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.02	S03°51'49"E
L2	10.03	S03°51'49"E
L3	30.09	N89°31'27"W
L4	10.03	N03°51'49"W
L5	30.09	S89°31'27"E

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NOTE: THIS IS NOT A BOUNDARY SURVEY

Project: Advanced Disposal NC – Building and Site Permit: B16901446
OCU File #: 86726

SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, it is proposed by Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to locate, construct, maintain, and/or improve a utility easement in Orange County, Florida; and,

WHEREAS, A portion of the lands involved and necessary to said project is subject to a First Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing; Subordination, Non-Disturbance & Attornment Agreement held by the undersigned; and,

WHEREAS, On behalf of Orange County, a request has been made for the undersigned to subordinate said encumbrances to the property rights of Orange County in and to the portion of the premises hereinafter described.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and One Dollar and other good and valuable considerations paid, receipt of which is hereby acknowledged, the undersigned subordinates said encumbrances as they have been or as may be modified and amended from time to time to the property rights of Orange County to locate, construct, maintain, and/or improve said project over, through, upon, and/or across the following described lands, being a portion of the encumbered premises in Orange County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Encumbrances:

Patriot Bank, a Florida banking corporation
First Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing
filed July 18, 2016
Recorded as Document No. 20160366616
Subordination, Non-Disturbance & Attornment Agreement
filed August 4, 2016
Recorded as Document No. 20160403527
All in the Public Records of Orange County, Florida

PROVIDED ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrances insofar as same affects the rights and privileges of Orange County, in its use of the land specifically above described for utility easement purposes only, and that nothing herein contained shall in any way affect, alter, impair, minimize, or diminish the effect of said

encumbrances or the remedies at law or in equity for recovering thereon, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above described premises are abandoned by Orange County and cease to be used for utility easement purposes that in such event the subordination of said encumbrances shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

IN WITNESS WHEREOF, the said holder of said encumbrances has duly executed this instrument this 10 day of MAY, A.D. 20 17.

Signed, sealed, and delivered
in the presence of:

Witness

Maria Romero
Printed Name

Witness

Donna DeFelice Vreeland
Printed Name

Patriot Bank,
a Florida banking corporation

BY: _____

KURT H. BESTE
Printed Name

SENIOR VICE PRESIDENT
Title

(Corporate Seal)

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 10th of May, 2017, by Kurt H. Beste, as Senior Vice President of Patriot Bank, a Florida banking corporation, on behalf of the banking corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

Witness my hand and official seal this 10th day of May, 2017.

(Notary Seal)

DONNA DEFELICE VREELAND
MY COMMISSION # FF 040387
EXPIRES: November 28, 2017
Bonded Thru Budget Notary Services

Notary Signature

Donna DeFelice Vreeland
Printed Notary Name

Notary Public in and for
the county and state aforesaid.

My commission expires:

This instrument prepared by:
Theresa Avery, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\1_Misc. Documents\A\Advanced Disposal NC-Building and Site Permit B16901446 OCU File #86726 SUB.doc 05-02-17srb

SKETCH OF DESCRIPTION **EXHIBIT "A"**

NORTH PINE HILLS RD., LLC;
ADDRESS: 5722 N. PINE HILLS RD.
ORLANDO, FLORIDA
PID NO. 31-21-29-0000-00-071

PROJECT NAME: ADVANCED DISPOSAL
NC-BUILDING AND SITE AND THE
BUILDING DEPARTMENT PERMIT
NUMBER: B16901446

LEGAL DESCRIPTION:

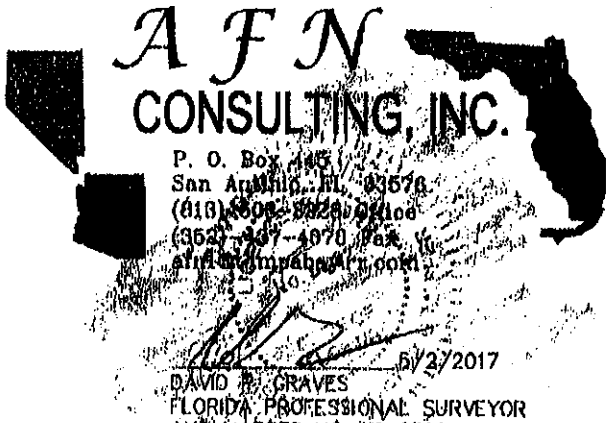
A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 31; THENCE WITH THE EAST LINE OF SAID NW 1/4, S00°02'58"E, A DISTANCE OF 1317.47 FEET TO THE NORTH LINE OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 31; THENCE WITH SAID NORTH LINE, N89°31'27"W, A DISTANCE OF 47.88 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH PINE HILLS ROAD (VARIABLE-WIDTH RIGHT OF WAY), THENCE, BEARING SOUTH 03°51'49" EAST, A DISTANCE OF 8.02 FEET TO THE POINT OF BEGINNING;

THENCE, BEARING SOUTH 03°51'49" EAST, A DISTANCE OF 10.03 FEET TO A POINT;
THENCE, BEARING NORTH 89°31'27" WEST, A DISTANCE OF 30.09 FEET TO A POINT;
THENCE, BEARING NORTH 03°51'49" WEST, A DISTANCE OF 10.03 FEET TO A POINT;
THENCE, BEARING SOUTH 89°31'27" EAST, A DISTANCE OF 30.09 FEET TO THE POINT OF BEGINNING.

THIS PARCEL: Perimeter: 80.23 Area: 301 sq.ft., MORE OR LESS.

NOTES:
1. BASIS OF BEARING, THE WEST RIGHT OF WAY LINE OF NORTH PINE HILLS ROAD, S00°02'58"E.
2. THIS IS A SKETCH OF DESCRIPTION.
3. THIS IS NOT A BOUNDARY SURVEY.



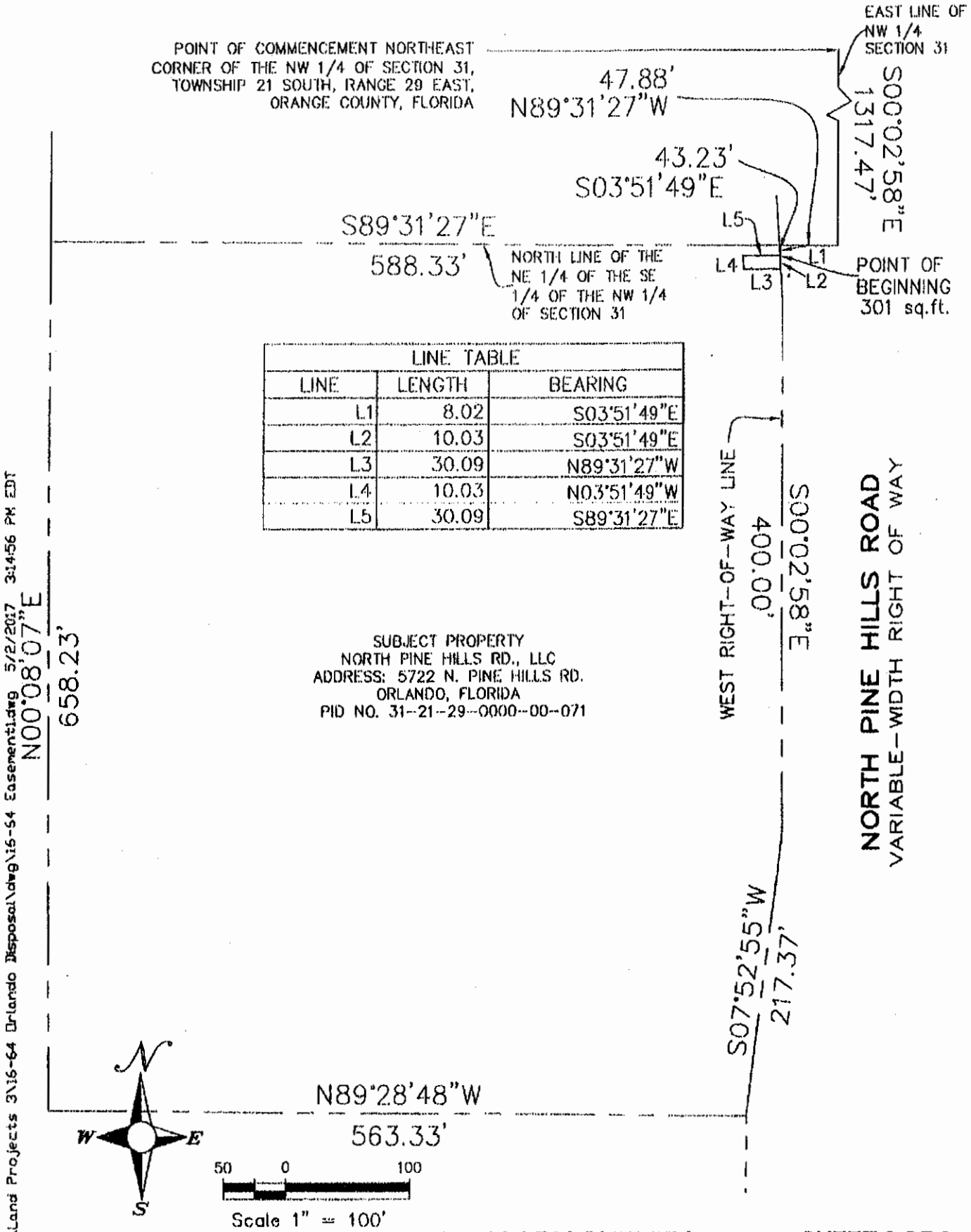
AFN
CONSULTING, INC.
P. O. Box 445
San Antonio, FL 33576
(813) 909-5028 Office
(352) 437-4070 Fax
afn@tampabay.rr.com

5/2/2017
DAVID R. GRAVES
FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. LS 5392
CERTIFICATE OF AUTHORIZATION
NO. LB 7256

SHEET 1 OF 2

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SKETCH OF DESCRIPTION



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.02	S03°51'49"E
L2	10.03	S03°51'49"E
L3	30.09	N89°31'27"W
L4	10.03	N03°51'49"W
L5	30.09	S89°31'27"E

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NOTE: THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 2

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
20

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice Memorar

REAL ESTATE MANAGEMENT ITEM 8

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Mary Tiffault, Title Examiner
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF DRAINAGE EASEMENT FROM ALTA GRANDE APARTMENTS, L.P. TO ORANGE COUNTY, SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY FROM TD BANK, N.A. AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Petition to Vacate #14-02-006 (Grand Lakes Boulevard)

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of drainage facilities as a requirement of a petition to vacate.

ITEMS: Drainage Easement
Cost: Donation
Size: 14,723 square feet

Subordination of Encumbrances to Property Rights to Orange County

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS: This action provides a drainage easement to Orange County over a portion of the grantor's property replacing an existing drainage easement in favor of Orange County proposed for vacation by Petition to Vacate (PTV) #14-02-006. Approval of this item is contingent upon approval of Petition to Vacate (PTV) #14-02-006 and another Grande Lakes Drainage Easement both being processed contemporaneously with this item.

Grantor to pay all recording fees.

THIS IS A DONATION

Project: Petition to Vacate #14-02-006 (Grand Lakes Boulevard)

DRAINAGE EASEMENT

THIS INDENTURE, Made this 18 day of May, A.D. 2017, between Alta Grande Apartments, L.P., a Delaware limited partnership, whose address is 3715 Northside pkwy NW #4-600 Atlanta, GA 30327, GRANTOR, and Orange County, charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, an easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number(s):

a portion of

09-24-29-3051-04-001

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

Project: Petition to Vacate #14-02-006 (Grand Lakes Boulevard)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signed, sealed, and delivered
in the presence of:

Witness

Sally Machalek
Printed Name

Witness

Charles K. Barry
Printed Name

(Signature of TWO witnesses required by Florida law)

Alta Grande Apartments, L.P.,
a Delaware limited partnership

BY: WOOD ALTA GRANDE, LLC,
a Delaware limited liability company,
its General Partner

BY: WP SOUTH DEVELOPMENT ENTERPRISES, L.L.C.,
a Delaware limited liability company,
its Manager

BY: _____
Bryan Borland, Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of May, 2017, by Bryan Borland, Vice President of WP SOUTH DEVELOPMENT ENTERPRISES, L.L.C., a Delaware limited liability company, as Manager of WOOD ALTA GRANDE, LLC, a Delaware limited liability company, as General Partner of Alta Grande Apartments, L.P., a Delaware limited partnership, on behalf of the limited partnership. He [✓] is personally known to me, or [ ] has produced _____ as identification.

Witness my hand and official seal this 18 day of May, 2017.

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
SALLY MACHALEK
MY COMMISSION # FF 149667
EXPIRES: December 8, 2018
Bonded Thru Budget Notary Services

Sally Machalek
Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid

My commission expires:

This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\Petitions to Vacate Projects\Petition to Vacate #14-02-006 (Grand Lakes Boulevard) DE.doc 04-13-17srb
Revised 05-05-17srb Revised 05-08-17srb Revised 05-09-17srb Revised 05-16-17srb

EXHIBIT A

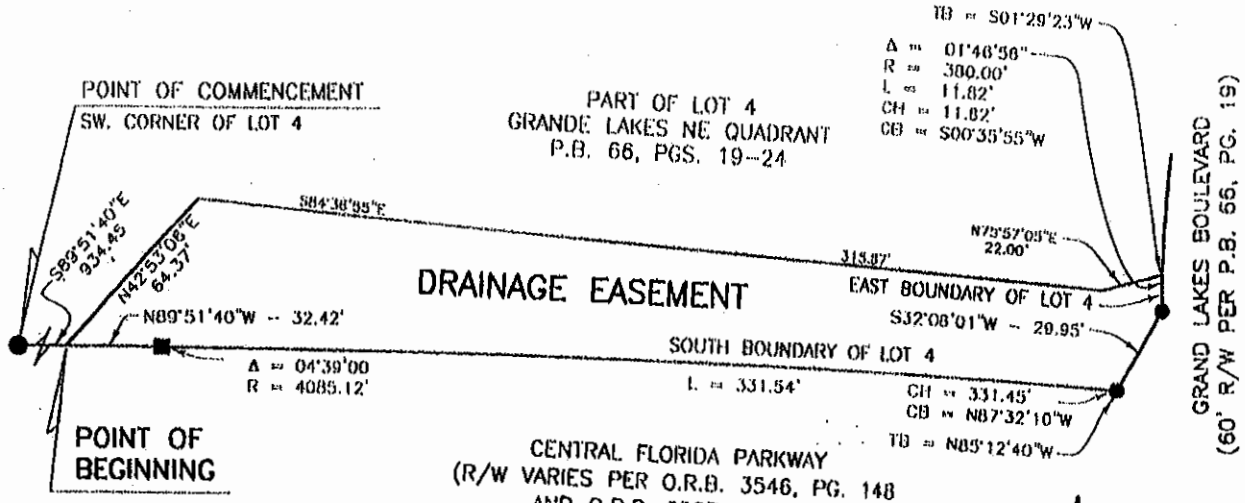
SKETCH OF DESCRIPTION

DESCRIPTION

That part of Lot 4, GRANDE LAKES NE QUADRANT, according to the plat thereof as recorded in Plat Book 66, Pages 19 through 24, Public Records of Orange County, Florida.

COMMENCE at the Southwest corner of Lot 4, GRANDE LAKES NE QUADRANT, per Plat Book 66, Pages 19 through 24, Public Records of Orange County, Florida, thence South 89 degrees 51 minutes 40 seconds East 934.45 feet along the South boundary of said Lot 4 for the POINT OF BEGINNING, thence North 42 degrees 53 minutes 08 seconds East 64.37 feet; thence South 84 degrees 38 minutes 55 seconds East 315.87'; thence North 75 degrees 57 minutes 05 seconds East 22.00 feet to a point on the East boundary of said Lot 4, said point being on a non-tangent curve concave Easterly and having a radius of 380.00 feet; thence from a tangent bearing of South 01 degrees 29 minutes 23 seconds West run Southerly 11.82 feet along the arc of said curve and said East boundary through a central angle of 01 degrees 46 minutes 56 seconds to the end of said curve; thence South 32 degrees 08 minutes 01 seconds West 29.95 feet along said East boundary to a point on the aforesaid South boundary of Lot 4, said point also being the beginning of a non-tangent curve concave Southerly and having a radius of 4085.12 feet; thence from a tangent bearing of North 85 degrees 12 minutes 40 seconds West run Westerly 331.45 feet along the arc of said curve and said South boundary of Lot 4 through a central angle of 04 degrees 39 minutes 00 seconds to the end of said curve; thence North 89 degrees 51 minutes 40 seconds West 32.42 feet along said South boundary to the Point of Beginning.

CONTAINING: 0.338 acres, more or less.



4/20/2017 SCALE: 1" = 60'

LEGEND

Δ	=	DELTA
R	=	RADIUS
L	=	ARC LENGTH
CH	=	CHORD DISTANCE
CB	=	CHORD BEARING
TB	=	TANGENT BEARING
O.R.B.	=	OFFICIAL RECORDS BOOK
PG(S).	=	PAGE(S)
P.B.	=	PLAT BOOK
R/W	=	RIGHT OF WAY

NOTES

1. THIS IS NOT A SURVEY.
2. This Plat represents a Sketch of the Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.
3. Bearings shown hereon are based on the South Boundary of Lot 4 as bearing S89°51'40"E, per plat.

IT IS CERTIFIED THAT THE SKETCH REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR: WOOD PARTNERS

DATE: 03-30-2017 DRAWN BY: DAS

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DANIEL E. GENTRY JR., Florida Registration Number 5047

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
2600 EAST ROBINSON STREET
ORLANDO, FLORIDA, 32803
407-898-7780

JOB NO. 29110-1 Sheet 1 of 1

29110-1-SOD.DWG

Project: Petition to Vacate #14-02-006 (Grand Lakes Boulevard)

SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, it is proposed by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to locate, construct, maintain, and/or improve a drainage easement in Orange County, Florida; and,

WHEREAS, A portion of the lands involved and necessary to said project is subject to a Construction Loan Mortgage and Security Agreement; Assignment of Leases and Rents; and Financing Statement held by the undersigned; and,

WHEREAS, On behalf of ORANGE COUNTY, a request has been made for the undersigned to subordinate said encumbrances to the property rights of ORANGE COUNTY in and to the portion of the premises hereinafter described.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and One Dollar and other good and valuable considerations paid, receipt of which is hereby acknowledged, the undersigned subordinates said encumbrances as it has been or as may be modified and amended from time to time to the property rights of ORANGE COUNTY to locate, construct, maintain, and/or improve said project over, through, upon, and/or across the following described lands, being a portion of the encumbered premises in Orange County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Encumbrances:
TD Bank, N.A.
FROM: Alta Grande Apartments, L.P.
Construction Loan Mortgage and Security Agreement
filed March 31, 2017
Recorded as Document No. 20170177066
Assignment of Leases and Rents
filed March 31, 2017
Recorded as Document No. 20170177067
Financing Statement
filed March 31, 2017
Recorded as Document No. 20170177068
All in the Public Records of Orange County, Florida

Project: Petition to Vacate #14-02-006 (Grand Lakes Boulevard)

PROVIDED ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrances insofar as same affects the rights and privileges of ORANGE COUNTY, in its use of the land specifically above described for drainage easement purposes only, and that nothing herein contained shall in any way affect, alter, impair, minimize, or diminish the effect of said encumbrances or the remedies at law or in equity for recovering thereon, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above described premises are abandoned by ORANGE COUNTY and cease to be used for drainage easement purposes that in such event the subordination of said encumbrances shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

IN WITNESS WHEREOF, the said holder of said encumbrances has duly executed this instrument this 19th day of May, A.D. 2017.

Signed, sealed and delivered
in the presence of:

Witness

Michael Augenich
Printed Name

Witness

Sabrina Gonzalez
Printed Name

TD Bank, N.A.,
a national banking association

BY:

JAY P. ARVAI
Printed Name

SENIOR VICE PRESIDENT
Title

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 19th of May, 2017, by Jay P. Arvai, as senior vice president, of TD Bank, N.A., a national banking association, on behalf of the national banking association. He/She ☑ is personally known to me or ☐ has produced _____ as identification.

Witness my hand and official seal this 19th day of May, 2017.

Karen A. Nolan
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7347733
My Commission Expires May 31, 2018

Notary Signature

Karen A Nolan
Printed Notary Name

Notary Public in and for
the county and state aforesaid

My commission expires: May 31, 2018

This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\Petitions to Vacate Projects\Petition to Vacate #14-02-006 (Grand Lakes Boulevard) SUB.doc
05-08-17srb Revised 05-16-17srb Revised 05-19-17srb

EXHIBIT A

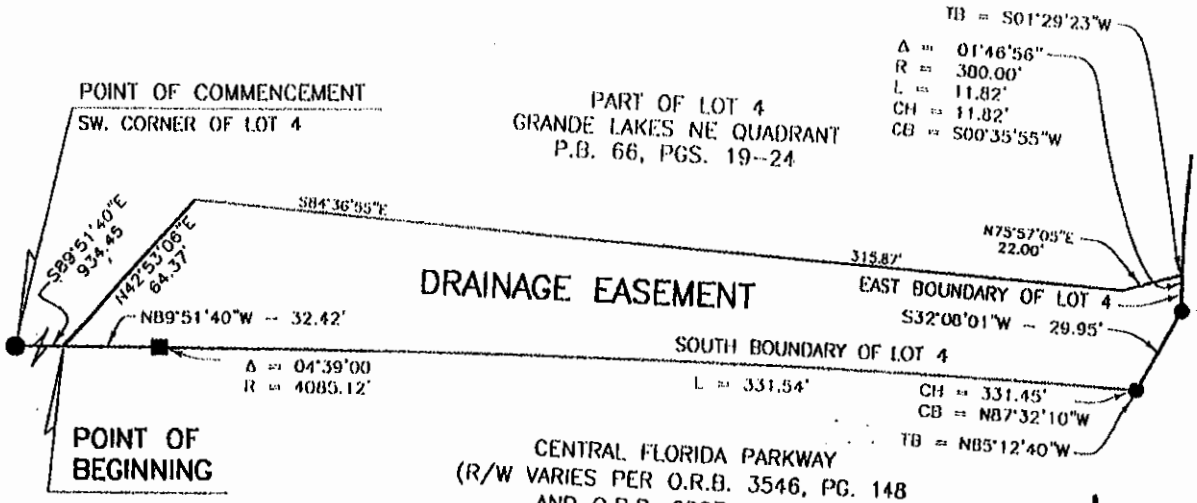
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CONTAINING: 0.338 acres, more or less.



4/20/2017 SCALE: 1" = 60'

LEGEND

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R	=	RADIUS
L	=	ARC LENGTH
CH	=	CHORD DISTANCE
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O.R.B.	=	OFFICIAL RECORDS BOOK
PG(S).	=	PAGE(S)
P.B.	=	PLAT BOOK
R/W	=	RIGHT OF WAY

NOTES

1. THIS IS NOT A SURVEY.
2. This Plat represents a Sketch of the Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.
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FOR: WOOD PARTNERS

DATE: 03-30-2017 DRAWN BY: SCAS

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DANIEL E. GENTRY JR., Florida Registration Number 5047

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
2600 EAST ROBINSON STREET
ORLANDO, FLORIDA, 32803
407-898-7780

JOB NO. 29110-1 Sheet 1 of 1

29110-1-SOD.DWG

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ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 9

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF DRAINAGE EASEMENT FROM BR CARROLL ARIUM GRANDE LAKES OWNER, LLC TO ORANGE COUNTY WITH JOINDER AND CONSENT OF ASSOCIATION FROM GRANDE LAKES STORMWATER MANAGEMENT ASSOCIATION, INC. AND JOINDER AND CONSENT FROM WALKER & DUNLOP GP, LLC AS ATTORNEY-IN FACT FOR FANNIE MAE AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Grande Lakes Drainage Easement

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of drainage facilities as a requirement of a petition to vacate.

ITEM: Drainage Easement with Joinder and Consent of Association and Joinder and Consent
Cost: Donation
Size: 5 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department

REMARKS: Approval of this item is contingent upon approval of Petition to Vacate #14-02-006 and an associated drainage easement both being processed contemporaneously with this item.

Grantor to pay all recording fees.

THIS IS A DONATION

Project: Grande Lakes Drainage Easement

DRAINAGE EASEMENT

THIS INDENTURE, Made this 8 day of March, A.D. 2017, between BR Carroll Arium Grande Lakes Owner, LLC, a Delaware limited liability company, whose address is 3340 Peachtree Road NE, Suite 2250, Atlanta, Georgia 30326, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, an easement for drainage purposes, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

09-24-29-3048-00-010

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

Project: Grande Lakes Drainage Easement

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered
in the presence of:

Melissa Merlo Toombs
Witness

Melissa Merlo Toombs
Printed Name

Witness

Molly Brown
Printed Name

(Signature of **TWO** witnesses required by Florida law)

BR Carroll Arium Grande Lakes Owner, LLC,
a Delaware limited liability company

BY: _____
its Authorized Signatory

Jordan Ruddy
Printed Name

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 8th day of March, 2017, by Jordan Ruddy, as an Authorized Signatory of BR Carroll Arium Grande Lakes Owner, LLC, a Delaware limited liability company, on behalf of the company. He/she [X]is personally known to me or [ ] has produced _____ as identification

Witness my hand and official seal this 8 day of March, 2017.

(Notary Seal)

Dale Pozzi
Notary Signature

Dale Pozzi
Printed Notary Name

Notary Public in and for
the County and State aforesaid

My commission expires:

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\Grande Lakes Drainage Easement\801.1 DE.doc 11/14/16bj

DALE POZZI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO6275397
Qualified In New York County
My Commission Expires 01-28-2021

EXHIBIT "A"

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR SKETCH

DESCRIPTION

DRAINAGE EASEMENT

Commence at the intersection of the West line of TRACT "C", ORANGEWOOD-VILLAGE 9 UNIT 1, as recorded in Plat Book 7, Pages 19 through 21, of the Public Records of Orange County, Florida, and the Southerly line of Volencia Drainage District Canal C-12, as described in Official Records Book 2593, Page 1260, of said Public Records; thence North 76 degrees 23 minutes 45 seconds West 1677.30 feet along said Southerly line; thence North 58 degrees 06 minutes 45 seconds West 149.47 feet along said Southerly line to the beginning of a tangent curve concave Southwesterly and having a radius of 1644.99 feet and a central angle of 00 degrees 22 minutes 36 seconds; thence Northwesterly 10.81 feet along the arc of said curve to the PONT OF BEGINNING; thence South 36 degrees 09 minutes 09 seconds West 169.54 feet; thence South 46 degrees 27 minutes 10 seconds East 95.09 feet; thence South 48 degrees 06 minutes 26 seconds East 51.27 feet; thence South 47 degrees 20 minutes 36 seconds East 49.99 feet; thence South 48 degrees 05 minutes 25 seconds East 53.82 feet; thence South 47 degrees 47 minutes 34 seconds East 54.68 feet; thence South 52 degrees 25 minutes 32 seconds East 51.81 feet; thence South 33 degrees 37 minutes 45 seconds East 100.33 feet; thence South 09 degrees 32 minutes 10 seconds West 50.24 feet; thence South 07 degrees 52 minutes 37 seconds West 49.41 feet; thence South 17 degrees 14 minutes 19 seconds West 39.82 feet; thence South 20 degrees 57 minutes 13 seconds West 39.77 feet to a point on the North right-of-way line of Central Florida Parkway, said point being on a non-tangent curve concave Southerly having a radius of 4075.12 feet; thence from a tangent bearing of North 75 degrees 02 minutes 35 seconds West run 635.73 feet Northwesterly along the arc of said curve and said North right-of-way line through a central angle of 08 degrees 56 minutes 18 seconds to the end of said curve; thence North 00 degrees 17 minutes 32 seconds West 43.95 feet to the beginning of a non-tangent curve concave Southeasterly and having a radius of 310.00 feet and a central angle of 56 degrees 42 minutes 32 seconds; thence Northeasterly 306.82 feet along the arc of said curve to the end of said curve; thence North 56 degrees 24 minutes 59 seconds East 180.13 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 554.00 feet and a central angle of 02 degrees 15 minutes 45 seconds; thence Northeasterly 21.88 feet along the arc of said curve to the end of said curve; thence South 46 degrees 27 minutes 10 seconds East 35.61 feet; thence North 36 degrees 09 minutes 09 seconds East 165.20 feet to the aforesaid Southerly line of Volencia Drainage District Canal C-12 and being a point on a non-tangent curve concave Southwesterly having a radius of 1644.99 feet; thence from a tangent bearing of South 59 degrees 11 minutes 19 seconds East run Southeasterly 20.08 feet along the arc of said curve and said Southerly line through a central angle of 00 degrees 41 minutes 57 seconds to the POINT OF BEGINNING.

Containing 5.000 acres more or less.

IT IS CERTIFIED THAT THE SKETCH REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR: WOOD PARTNERS

DATE: 08-23-2016 DRAWN BY: CAS

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DANIEL E. GENTRY JR., Florida Registration Number 5047

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
2600 EAST ROBINSON STREET
ORLANDO, FLORIDA, 32803
407-898-7780

JOB NO. 29110-3 Sheet 1 of 2 Sheets

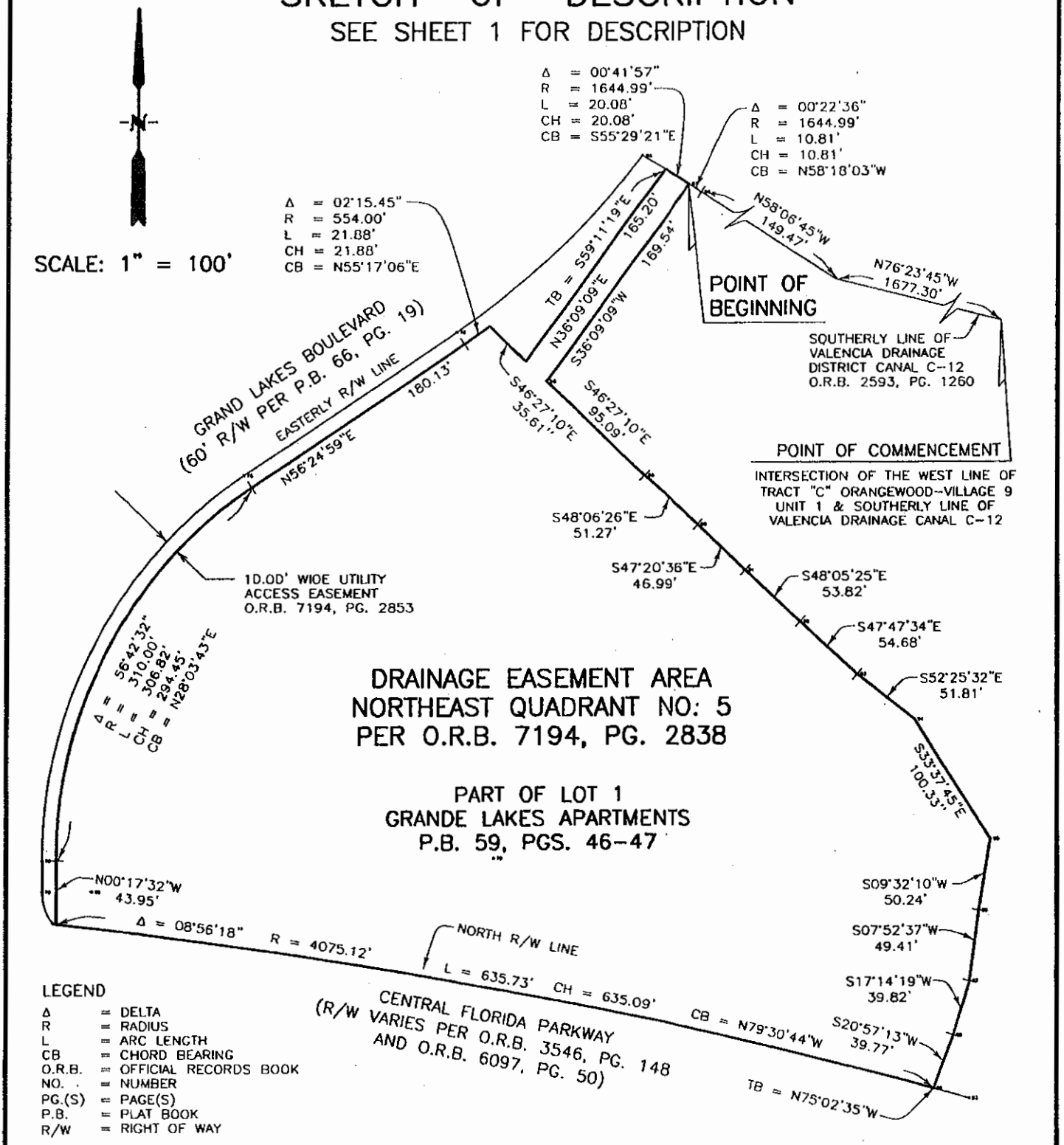
29110-3-SOD.DWG

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EXHIBIT "A"

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR DESCRIPTION



LEGEND

Δ	=	DELTA
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NO.	=	NUMBER
PG.(S)	=	PAGE(S)
P.B.	=	PLAT BOOK
R/W	=	RIGHT OF WAY

FOR: WOOD PARTNERS

DATE: 08-23-2016 DRAWN BY: CAS

JOB NO. 29110-3 Sheet 2 of 2 Sheets

29110-3-SOD.DWG

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
2600 EAST ROBINSON STREET
ORLANDO, FLORIDA, 32803
407-898-7780

Project: Grande Lakes Drainage Easement

JOINDER AND CONSENT OF ASSOCIATION

Grande Lakes Stormwater Management Association, Inc., a Florida non-profit corporation (the "Association"), being granted certain easement rights by virtue of that certain Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Grande Lakes Master Stormwater Management System as recorded in Official Records Book 7038, Page 2091, and that certain Grant of Drainage Easements and Bill of Sale as recorded in Official Records Book 7194, Page 2838, both in the Public Records of Orange County, Florida, hereby joins in and consents to the execution and filing of the foregoing Drainage Easement.

IN WITNESS WHEREOF, Grande Lakes Stormwater Management Association, Inc., caused these presents to be signed this 3 day of March, 2017.

Witnesses:

Print Name: Angela R. Corbin

Print Name: Beatriz Castro

Grande Lakes Stormwater Management Association, Inc., a Florida non-profit corporation

By: _____

Print Name: Jim Burns

Title: Secretary

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that, on this 3 day of March, 2017, before me personally appeared Jim Burns the Secretary of Grande Lakes Stormwater Management Association, Inc., a Florida non-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(Notary Seal)

DonnaSue Farmer
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF913640
Expires 2/24/2019

Print Name: Donna Farmer

Notary Public - State of Florida
My Commission Expires: 2/24/2019

Project: Grande Lakes Drainage Easement

JOINDER AND CONSENT

The undersigned hereby certifies that it is the holder of the following mortgage, lien or other encumbrance upon the above deseribed Drainage Easement:

> Multifamily Mortgage, Assignment of Rents and Security Agreement executed by Panther Orlando/Venue, LLC, a Florida limited liability company, Mortgagor, in favor of Deutsehe Bank Berkshire Mortgage, Inc., a Delaware corporation, Mortgagee, dated January 25, 2010, in the original principal amount of $20,000,000.00, recorded January 26, 2010 in Official Records Book 9993, Page 66; as assigned by Assignment of Security Instrument recorded in Official Records Book 9993, Page 134 to Federal Home Loan Mortgage Corporation; and further assigned by Assignment of Multifamily Mortgage, Assignment of Rents and Security Agreement recorded in Official Records Book 10071, Page 7958, to U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Commercial Mortgage Inc., Multifamily Mortgage Pass-Through Certificates, Series 2010-K7; and further assigned to Walker & Dunlop, LLC by Assignment of Mortgage dated November 4, 2014, recorded November 5, 2014, in Official Records Book 10831, Page 20, as modified and restated by Consolidated, Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, from BR Carroll ARIUM Grande Lakes Owner, LLC, to Walker & Dunlop, LLC, in the amount of $29,444,000.00, dated November 4, 2014, recorded November 5, 2014, in Official Records Book 10831, Page 27, Financing Statement recorded in ORB 10831, Page 50, Assignment of Security Instrument (Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing) recorded in ORB 10831, Page 57;. Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded as Document #20160458759; Assignment of Security Instrument (Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing) recorded as Document #20160458760 and Financing Statement recorded as Document #201604587612; all of the Public Records of Orange County Florida

and that the undersigned hereby joins in and consents to the recording of the above Drainage Easement, and agrees that its mortgage, lien or other encumbrance, as they have been, and as they may be, modified, amended, and assigned from time to time, shall be subordinated to the Drainage Easement, as said easement may be modified, amended and assigned from time to time.

Project: Grande Lakes Drainage Easement

LENDER:

WALKER & DUNLOP GP, LLC, a
Delaware Limited Liability Company

As Attorney-in Fact for FANNIE MAE

By: _____
Suzanne Collins
Vice President & Chief Servicing Officer

STATE OF Maryland
COUNTY OF Montgomery

I HEREBY CERTIFY that, on this 27th day of March, 2017, before me personally appeared Suzanne Collins, Vice President & Chief Servicing Officer of WALKER & DUNLOP GP, LLC, a Delaware Limited Liability Company, as Attorney-in Fact for FANNIE MAE, a corporation organized under the laws of the United States of America, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Print Name: Matthew Sutton

(Notary Seal)

MATTHEW K SUTTON
NOTARY
PUBLIC
MONTGOMERY COUNTY, MD

Notary Public - State of 12/9/17 Maryland
My Commission Expires: 12/9/17

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
22

ORANGE COUNTY GOVERNMENT
FLORIDA

Interoffice Memora

REAL ESTATE MANAGEMENT ITEM 10

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

FROM: Erica L. Guidroz, Acquisition Agent
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL OF NON-EXCLUSIVE DRAINAGE EASEMENT FROM OCOEE BUSINESS PARK, L.L.C. TO ORANGE COUNTY WITH MORTGAGEE JOINDER AND CONSENT TO NON-EXCLUSIVE DRAINAGE EASEMENT FROM JTB INVESTMENTS, LLC AND AUTHORIZATION TO DISBURSE FUNDS TO PAY ALL RECORDING FEES AND RECORD INSTRUMENT

PROJECT: Dunbar Avenue Drainage Easement Acquisition

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of drainage facilities.

ITEM: Non-Exclusive Drainage Easement with Mortgagee Joinder and Consent to Non-Exclusive Drainage Easement (Instrument 801.1)
Cost: Donation
Size: 6,525 square feet

BUDGET: Account No.: 1002-072-2906-6110

FUNDS: $61.70 Payable to Orange County Comptroller
(all recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Roads and Drainage Division
Risk Management Division

REMARKS: This Non-Exclusive Drainage Easement ("DE") is needed to alleviate flooding problems on the subject property and adjacent lands. This instrument is subject and subordinate to any and all conservation easements, and any amendments or modification thereof, in favor of the St. Johns River Water Management District, whether executed or recorded prior to or after execution of the DE.

REQUEST FOR FUNDS FOR LAND ACQUISITION

__X__ **Under BCC Approval** _____ **Under Ordinance Approval**

Date: 6-1-2017 Amount: $61.70

Project: Dunbar Avenue Drainage Easement Acquisition Parcels: 801

Charge to Account # 1002-072-2906-6110

_____ Controlling Agency Approval Date

_____ Fiscal Approval Date

TYPE TRANSACTION (Check appropriate block{s})

_____ Pre-Condemnation _____ Post-Condemnation __X__ N/A District # 1

_____ Acquisition at Approved Appraisal
_____ Acquisition at Below Approved Appraisal
_____ Acquisition at Above Approved Appraisal
__X__ Advance Payment Requested (all recording fees)

DOCUMENTATION ATTACHED (Check appropriate block{s})

_____ Contract
__X__ Copy of Executed Instrument
_____ Certificate of Value
__X__ Settlement Analysis

Orange County Comptroller
All Recording Fees $61.70

Total $61.70

Payable to: Orange County Comptroller ($61.70)

****

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (**DO NOT MAIL**)

****

Recommended by Erica Guidroz 6-1-2017
Erica Guidroz, Acquisition Agent Date

Payment Approved Ann Caswell 6-1-17
Ann Caswell, Manager, Real Estate Management Division Date

Certified _____ _____
Approved by BCC Deputy Clerk to the Board Date

Examined/Approved _____ _____
Comptroller/Government Grants Check No. / Date

REMARKS:

Anticipated Closing Date: To be recorded as soon as possible after BCC approval

REQUEST FOR FUNDS FOR LAND ACQUISITION

__X__ **Under BCC Approval** _____ **Under Ordinance Approval**

Date: 6-1-2017 Amount: $61.70

Project: Dunbar Avenue Drainage Easement Acquisition Parcels: 801

Charge to Account # 1002-072-2906-6110

Controlling Agency Approval 6-2-17 Date

Fiscal Approval 6-2-17 Date

TYPE TRANSACTION (Check appropriate block(s))

_____ Pre-Condemnation _____ Post-Condemnation __X__ N/A District # 1

_____ Acquisition at Approved Appraisal
_____ Acquisition at Below Approved Appraisal
_____ Acquisition at Above Approved Appraisal
__X__ Advance Payment Requested (all recording fees)

DOCUMENTATION ATTACHED (Check appropriate block(s))

_____ Contract
__X__ Copy of Executed Instrument
_____ Certificate of Value
__X__ Settlement Analysis

Orange County Comptroller
All Recording Fees $61.70

Total $61.70

Payable to: Orange County Comptroller ($61.70)

****

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION **(DO NOT MAIL)**

****

Recommended by Erica Guidroz 6-1-2017
Erica Guidroz, Acquisition Agent Date

Payment Approved Ann Caswell 6-1-17
Ann Caswell, Manager, Real Estate Management Division Date

Certified _____ _____
Approved by BCC Deputy Clerk to the Board Date

Examined/Approved _____ _____
Comptroller/Government Grants Check No. / Date

REMARKS:

Anticipated Closing Date: To be recorded as soon as possible after BCC approval

Instrument: 801.1
Project: Dunbar Avenue Drainage Easement Acquisition

NON-EXCLUSIVE DRAINAGE EASEMENT

THIS INDENTURE, Made this 8th day of March, A.D. 2017, between Ocoee Business Park, L.L.C., a Florida limited liability company, whose address is 1216 Edgewater Drive, Orlando, FL 32804, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, that the GRANTOR, in consideration of the sum of $10.00 and other valuable considerations paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a non-exclusive drainage easement for drainage purposes solely from real property owned by GRANTEE, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, but in all events subject to and in compliance with all applicable conservation easements, laws, ordinances, rules and regulations, and without interfering with GRANTOR'S ownership and retained rights, a drainage ditch, pipe, or facility over, under, and upon the following described lands situate in Orange County aforesaid to-wit (the "Easement Area"):

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:
a portion of 18-22-28-0000-00-088

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the Easement Area, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Easement Area that may unreasonably interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility; provided, GRANTOR and its affiliated entities shall retain the right to transmit to and retain and detain on the Easement Area any surface water originating from adjacent real property owned by GRANTOR or its affiliated entities, both before and after the development of such adjacent real property. Any and all rights of the GRANTEE arising hereunder are expressly subject and subordinate to any and all conservation easements, and any amendments or modifications thereof, in favor of the St. Johns River Water Management District, whether executed or recorded prior to or after the date hereof, and GRANTEE shall at all times comply with all of the terms and conditions of any such conservation easements, and any amendments or modifications thereof.

WITHIN THE LIMITS provided in Section 768.28, Florida Statutes, and without otherwise waiving GRANTEE'S sovereign immunity, GRANTEE agrees to defend, indemnify, and hold harmless the GRANTOR, its officers, managers, members, owners, principals, officials, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including attorney's fees and costs) attributable to its actions or omissions in the exercise of its rights and obligations arising hereunder, its negligent acts or omissions, or those of its officials, employees, and agents, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. The GRANTEE shall not allow any liens or other encumbrances for work done or materials provided or otherwise to attach to or be enforced against the Easement Area and shall promptly discharge any such liens or encumbrances.

WITHOUT WAIVING its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the GRANTEE acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes.

THE GRANTEE agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute Chapter 440.

UPON REQUEST, the GRANTEE shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the GRANTOR agrees to find acceptable for the coverage mentioned above.

THE GRANTOR'S failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the GRANTEE of its liability and obligations under this agreement.

THE GRANTEE shall require all contractors performing work within the GRANTOR'S right-of-way or easement areas to procure and maintain workers' compensation, commercial general liability, business auto liability, and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

THE GRANTOR reserves all rights associated with its fee simple ownership of the Easement Area and the right to use the Easement Area, at any and all times for any and all purposes which do not unreasonably interfere with the exercise and use of the easement rights granted to GRANTEE herein or the requirements of any conservation easements. The GRANTOR'S reservation shall include, without limiting the generality of the foregoing, the right and privilege at any time and from time to time to make grants, easements, licenses, and privileges to any person, firm, corporation, or other entity, over, under, upon and with respect to said Easement Area, for any purpose or use that will not interfere with the normal operation or maintenance of GRANTEE'S drainage rights. Specifically, but not by way of limitation, the parties agree that the GRANTOR shall retain the right to transmit to and retain and detain on the Easement Area any surface water originating from adjacent real property owned by GRANTOR or its affiliated entities, both before and after the development of such adjacent real property, subject to any requirements of any conservation easements, and subject to GRANTOR'S compliance with St. Johns River Water Management District water quantity and quality regulations.

The rights and obligations granted or created hereby shall be enforceable by the GRANTOR or the GRANTEE by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate. If any legal action or other proceeding or action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection

with any provision of this Agreement, each party shall bear its own attorneys' fees, court costs, and all other expenses (including, without limitation, all such fees, costs, and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered
in the presence of:

Witness
Susan Pfeiffer
Printed Name

Witness Amy Windmiller
Printed Name

(Signature of TWO witnesses
required by Florida law)

Ocoee Business Park, L.L.C.,
a Florida limited liability company

BY: _____
C. Bruce Gordy, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of March, 2017, by C. Bruce Gordy, as Manager of Ocoee Business Park, L.L.C., a Florida limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.

Witness my hand and official seal this 8th day of March, 2017.

(Notary Seal)

AMY WINDMILLER
Notary Public - State of Florida
My Comm. Expires Dec 25, 2017
Commission # FF 079260

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid

My commission expires:

This instrument prepared by:

E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

S:\Forms & Master Docs\Project Document Files\I_Misc. Documents\D\Dunbar Avenue Drainage Easement Acquisition 801.1.doc 7/20/11 rmd rev 7/21/11 rmd rev 7/25/11 rmd rev 7/30/15 SD rev 8/15/16bj rev 6/17/16bj rev 6/23/16bj
U:\PROJECT FOLDERS\Dunbar Drainage\Dunbar Avenue Drainage Easement Acquisition 801.1 2-20-17draft.doc rev2/20/17bj

EXHIBIT A

BOUNDARY SURVEY
of
A PROPOSED 40 FOOT DRAINAGE EASEMENT

Prepared for & Certified to:
ORANGE COUNTY PUBLIC WORKS
ENGINEERING DEPARTMENT

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7778, PAGE 588, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"X4" CONCRETE MONUMENT WITH 3/8" IRON ROD (NO IDENTIFICATION); THENCE NORTH 00°01'57" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 645.50 FEET TO THE NORTHWEST CORNER OF A 20 FEET WIDE DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2675, PAGE 78, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'57" WEST ALONG SAID WEST LINE, A DISTANCE OF 148.96 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD; THENCE NORTH 54°05'03" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 49.37 FEET TO A POINT; THENCE SOUTH 00°01'57" EAST ALONG A LINE 40 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 177.31 FEET TO THE NORTHEAST CORNER OF A 20 FOOT WIDE DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2765, PAGE 492, AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°08'11" WEST ALONG THE NORTH LINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT AND ALONG THE NORTH LINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT, DESCRIBED IN OFFICIAL RECORDS BOOK 2675, PAGE 78, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,525 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF A PROPOSED 40 FOOT DRAINAGE EASEMENT.
2. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, BEING N00°01'57"W, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90) EAST ZONE.
4. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM), DATED SEPTEMBER 25, 2009 THE EXISTING SITE APPEARS TO LIE IN FLOOD ZONE "X", LOCATED ON COMMUNITY PANEL NO. 120179-0210-F, MAP NUMBER 12095C0210F.
7. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED.

REVISIONS:

1. UPDATED EXISTING OFFICIAL RECORDS BOOK AND PAGE IN LEGAL DESCRIPTION AND SKETCH (JUNE 13, 2011)

For: Orange County Public Works Date: October 27, 2010 Project No.: R06-04 Drawn: RJH Chkd.: HPV	***BOUNDARY SURVEY*** ***OF A PROPOSED*** ***40 FOOT DRAINAGE EASEMENT***	*GEODATA CONSULTANTS, INC.* *SURVEYING & MAPPING* *2700 WESTHALL LANE* *SUITE 137* *MAITLAND, FLORIDA 32751* *VOICE: (407) 660-2322 FAX: 660-8223* Land Surveyor Business License No. 6566

BOUNDARY SURVEY



SCALE: 1" = 40'

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7778, PAGE 588, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST

CSX RAILROAD
R/W WIDTH VARIES
N 54°05'03" E
50.00'
N 54°05'03" E
N 54°05'03" E
49.37'
SE'LY R/W
0.9'
40.00'
SET 5/8" IRC
"GEODATA LB 6556"
SET 5/8" IRC
"GEODATA LB 6556'
FND 4"X4" CM
TOP BROKEN
(NO ID)
0.14' S., 0.22' W.
NOT PLATTED
LOT 1
FICQUETTE - THORNAL SUBDIVISION NO. 2
PLAT BOOK V PAGE 59
WEST LINE OF THE SW 1/4
OF SECTION 18-22-28
5' CHAIN LINK FENCE
N 00°01'57" W 148.96'
PROPOSED 40 FOOT
DRAINAGE EASEMENT
6,525 SQUARE FEET +/-
S 00°01'57" E 177.31'
S 89°08'11" W
40.00'
1.1'
BRICK
DRIVEWAY
OH
EXISTING R/W
S 54°05'03" W
E/P
CHRISTOPHER STREET
60' R/W (P)
E/P
S 54°05'03" W
EXISTING R/W
N 00°01'57" W
645.50'
DRAINAGE EASEMENT
PER ORB 2675, PG. 78
DRAINAGE EASEMENT
PER ORB 2765, PG. 492
20.00'
20.00'
LOT 20
SET 5/8" IRC
"GEODATA
LB 6556"

POINT OF BEGINNING
SET 5/8" IRC
"GEODATA LB 6556"
FND 4"X4" CM
WITH 1/2" IR
(BROKEN-NO ID)
0.06' N. 0.79' W.

POINT OF COMMENCEMENT
SW CORNER OF SECTION 18,
TOWNSHIP 22 SOUTH,
RANGE 28 EAST
FND 4"X4" CM WITH 3/8" IR
(NO ID)
PER CCR NO. 60032

LEGEND

CCR	= CERTIFIED CORNER RECORD
CM	= CONCRETE MONUMENT
E/P	= EDGE OF PAVEMENT
FND	= FOUND
ID	= IDENTIFICATION
IR	= IRON ROD
IRC	= IRON ROD & CAP
NO.	= NUMBER
OH	= OVERHEAD
ORB	= OFFICIAL RECORDS BOOK
PG.	= PAGE
R/W	= RIGHT OF WAY
SE'LY	= SOUTHEASTERLY
☼	= LIGHT POLE

For: Orange County Public Works
Date: October 27, 2010
Project No.: R06-04
Drawn: RJH Chkd.: HPV

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
Land Surveyor Business License No. 6556

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

6-13-2011
H. Paul deVivaro, Professional Land Surveyor No. 4990 DATE

MORTGAGEE JOINDER AND CONSENT TO NON-EXCLUSIVE DRAINAGE EASEMENT

THIS MORTGAGEE JOINDER AND CONSENT TO NON-EXCLUSIVE DRAINAGE EASEMENT (the "Consent") is made and executed this 11 day of May, 2017 by **JTB INVESTMENTS, LLC, a Florida limited liability company** (the "Mortgagee"), with a mailing address of 2231 West CR-44, Eustis, Florida 32727.

WITNESSETH:

WHEREAS, Ocoee Business Park, L.L.C., a Florida limited liability company ("OBP") previously executed and delivered to the Mortgagee that certain Consolidated and Renewal Promissory Note dated September 26, 2014 in the principal amount of One Million Seven Hundred Twenty-Five Thousand Dollars ($1,725,000.00) (the "Note"), together with certain predecessor promissory notes in favor of the Mortgagee's predecessors in interest;

WHEREAS, in order to secure the payment of the aforementioned Note, OPB, as mortgagor, executed and delivered in favor of the Mortgagee, as mortgagee, that certain Mortgage and Note Modification, Consolidation, and Renewal Agreement dated September 29, 2014 ("Consolidated Mortgage") and recorded October 6, 2014 in Official Records Book 10815, Page 3448, in the Public Records of Orange County, Florida, which Consolidated Mortgage modified, consolidated and amended certain predecessor mortgages and other security instruments, and operated to place a mortgage lien and encumbrance on the real property more particularly described in such Consolidated Mortgage (the "Mortgaged Property"); and

WHEREAS, OBP has executed in favor of Orange County, a charter county and political subdivision of the state of Florida ("County"), that certain Non-Exclusive Drainage Easement (the "Easement") to which this Consent is attached, which Easement is placed on a portion of the Mortgaged Property more particularly described in the Easement, and the Grantee and the County have requested, and the Lender has agreed, to join in and consent to the Easement and to subordinate the lien and operation of the Consolidated Mortgage to the Easement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Lender does hereby agree as follows:

Section 1. Subordination of Mortgage. The Lender does hereby join in and consent to the Easement and absolutely and unconditionally subordinates the lien and operation of the Consolidated Mortgage, and all assignments, financing statements and other security instruments executed in connection with the Note, Consolidated Mortgage and all other predecessor or successor notes, mortgages, modifications, assignments, financing statements, and all of the Lender's rights or interests arising thereunder, to the Easement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE AND NOTARY CERTIFICATION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Mortgagee Joinder and Consent to Non-Exclusive Drainage Easement to be executed as of the date first set forth above.

WITNESSES:

Victoria Morales
WITNESS SIGNATURE

Victoria Morales
WITNESS NAME PRINTED

WITNESS SIGNATURE

Tristan Robinson
WITNESS NAME PRINTED

LENDER
JTB INVESTMENTS, LLC, a Florida limited liability company

By: _____
Jerry P. Brown
As its Manager

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Jerry P. Brown personally appeared before me, as Manager of JTB Investments, LLC, a Florida limited liability company, and executed or acknowledged her previous execution of this instrument. I HEREBY FURTHER CERTIFY, that Jerry P. Brown, is the same person either executing or acknowledging execution of the foregoing instrument because: ☐ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☑ Florida driver's license or ☐ Other identification: F-2/DL. WITNESS my hand and official seal in the State and County aforesaid this 11 day of May, 2017.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

DHRUMIL SHAH
MY COMMISSION # FF221279
EXPIRES April 15, 2019
(407) 395-0153 FloridaNotaryService.com

Project: Dunbar Avenue Drainage Easement Acquisition
Parcel: 801.1

N/A_ Pre-Condemnation
N/A_ Post-Condemnation

SETTLEMENT ANALYSIS

***This is a Donation**

Land:
Drainage Easement: 6,525 S.F. $-0-

EXPLANATION OF RECOMMENDED SETTLEMENT

The subject property is along Dunbar Avenue and Christopher Street. The Drainage Easement consists of 6,525 square feet and will be used to maintain the drainage facilities. The owner has agreed to this donation.

Recommended by Erica Guidroz Date 5-25-2017
Erica Guidroz, Senior Acquisition Agent, Real Estate Management Division

Approved by Mary Ann Keller Date 5/30/17
Mary Ann Keller, Assistant Manager, Real Estate Management Division

Approved by Ann Caswell Date 5-31-17
Ann Caswell, Manager, Real Estate Management Division

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

AGENDA ITEM

May 15, 2017

TO: Mayor Teresa Jacobs
– AND–
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **Bradley Campbell, Assistant Manager**
Code Enforcement Division
(407) 836-4220

SUBJECT: June 20, 2017 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

Pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, the County is authorized to have property cleaned through an independent contractor when not done voluntarily by the property owner, after sufficient notice. Further, the regulation allows the Board of County Commissioners by Resolution to place Special Assessment Liens on such properties to recoup the cost of cleaning. The following properties have been cleaned at the expense of the County with associated costs as indicated.

Case No.	Dist.#	Property Owner	Amount*
LC 17-0299	2	5T WEALTH PARTNERS LP	$ 580.32
LC 17-0377	2	READ JAMES HARRY	$ 994.66
LC 17-0421	2	GARNER GARY M	$ 679.23
LC 17-0458	2	NATIONSTAR MORTGAGE LLC	$ 759.29
LC 17-0481	2	ROYAL PINE LLC	$ 168.59
LC 17-0513	2	SANDERS DELLA MAE	$ 1,285.94
LC 17-0518	2	GARCIA ROMUALDO	$ 104.62
LC 17-0519	2	PACHTER WILLIAM H TR 33 1/3% INT; BOYD JAMES L; BOYD CLAIRE B TRS 66 2/3% INT	$ 496.62
LC 17-0522	2	DENNISON CONNIE RUTH	$ 421.62
LC 17-0424	3	LENTZ MICHELLE; LENTZ BRUCE ERIC; DEVAULT BRANDON SCOTT	$ 159.30
LC 17-0435	3	ROMELUS ALIX; DORISME ISMAELISE	$ 229.91
LC 17-0442	3	CHRISTIANA TRUST TRUSTEE	$ 212.07
LC 17-0465	4	RODRIGUEZ LUISA	$ 273.75

Case No.	Dist.#	Property Owner	Amount*
LC 17-0470	4	TIMOTEO AGRIPINA LUPE; TIMOTEO ROSENDO	$ 719.61
LC 17-0402	5	DUNLAP MILDRED L ESTATE	$ 1,156.00
LC 17-0474	5	FORTIS ENTERPRISES LLC	$ 1,097.13
LC 17-0479	5	KEELING-NEAL HELEN	$ 104.22
LC 17-0482	5	WEBB ONDA LEE; RANDOLPH MURIEL	$ 702.62
LC 17-0483	5	WATERMAN RENE ESTATE	$ 1,209.14
LC 17-0149	6	SAAHD ARIF	$ 998.16
LC 17-0397	6	ALDAG RICHARD III 2/6 INT; CHIOVARO VIRGINIA 1/6 INT; ALDAG WESLEY 1/6 INT; ALDAG ROBERT JOSEPH 1/6 INT; COTONE GRACE 1/6 INT	$ 270.39
LC 17-0429	6	YAD ASSETS LLC	$ 144.85
LC 17-0445	6	MERCERDEES L MURRELL LIVING TRUST ½ INT; 1901 SOBT INC 1/2 INT	$ 225.51
LC 17-0450	6	AUGUSTE GERARD; AUGUSTE OLIVIA L	$ 182.34
LC 17-0459	6	VEASEY JACQUELINE VICTORIA	$ 330.07
LC 17-0469	6	MADRY EDNA; MADRY W	$ 356.69
LC 17-0472	6	RIOPROP HOLDINGS LLC	$ 295.62
LC 17-0480	6	FRONTLINE OUTREACH INC	$ 577.34
LC 17-0485	6	TYMBER SKAN ON THE LAKE OWNERS ASSOCIATION SECTION ONE	$ 1,022.83
LC 17-0487	6	TYMBER SKAN ON THE LAKE OWNERS ASSN SEC THREE INC	$ 10,558.72
LC 17-0493	6	CARDY FREDERICK III; WHITE NORMAN D	$ 312.58
LC 17-0496	6	BAILEY MARY C	$ 180.93
LC 17-0501	6	HAIMAN BARRY	$ 410.10
LC 17-0502	6	VIAMONTES RENE	$ 403.17
LC 17-0503	6	JOHNSON MINNIE	$ 485.63
LC 17-0505	6	LYNCH MILLIE R	$ 412.81
LC 17-0507	6	YARCKIN ELLEN	$ 213.44
LC 17-0508	6	LEWIS REAL ESTATE HOLDINGS LLC	$ 383.79
LC 17-0509	6	LEWIS REAL ESTATE HOLDINGS LLC	$ 454.37
LC 17-0541	6	BRAXTON EARL	$ 243.55

* Administrative costs to process and collect on these cases have been added.

ACTION REQUESTED: **Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 2, 3, 4, 5, & 6.**

JVW/BC:th

RESOLUTION NO. LC 17-0299

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0299** located at:

ADDRESS:	224 E 15TH STREET
LEGAL:	BROOKS ADDITION TO APOPKA Q/37 LOTS 11 & 12 BLK B
PARCEL ID#:	15-21-28-0932-02-110
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	5T WEALTH PARTNERS LP
ADDRESS:	ATTN: DEPT 6200 PO BOX 830539 BIRMINGHAM, AL 35283

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$580.32
SERVICE DATE:	12/19/2016
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0377

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0377** located at:

ADDRESS:	411 JILLSON STREET
LEGAL:	SUNSET HEIGHTS T/66 LOTS 2 & 3 BLK A (LESS E 11 FT OF LOT 2)
PARCEL ID#:	09-21-28-8448-01-010
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	READ JAMES HARRY
ADDRESS:	1961 ALOMA AVE UNIT 152 WINTER PARK, FL 32792

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$994.66
SERVICE DATE:	2/9/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0421

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0421** located at:

ADDRESS:	1615 CLARCONA ROAD
LEGAL:	BEG 479.3 FT E & 121.4 FT M/L S OF NW COR OF SEC RUN S 100 FT W 333.8 FT TO RD NWLY ALONG SD RD 107.6 FT E 374 FT TO POB IN SEC 22-21-28
PARCEL ID#:	22-21-28-0000-00-004
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	GARNER GARY M
ADDRESS:	440 S HAWTHORNE AVE APOPKA, FL 32703

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$679.23
SERVICE DATE:	3/7/2017
SERVICES:	Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0458

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "**P**roperty") to which Orange County provided a lot cleaning service for case number **LC 17-0458** located at:

ADDRESS:	5200 1ST STREET
LEGAL:	FAIRVIEW GARDENS K/39 LOTS 5 & 6 BLK B
PARCEL ID#:	04-22-29-2612-02-050
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	NATIONSTAR MORTGAGE LLC
ADDRESS:	350 HIGHLAND DR LEWISVILLE, TX 75067

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$759.29
SERVICE DATE:	3/22/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0481

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0481** located at:

ADDRESS:	2828 **N** PINE HILLS ROAD
LEGAL:	ANDREWS HEIGHTS 2/90 LOT 1
PARCEL ID#:	18-22-29-0169-00-010
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	ROYAL PINE LLC
ADDRESS:	2828 N PINE HILLS RD ORLANDO, FL 32808

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$168.59
SERVICE DATE:	3/30/2017
SERVICES:	Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0513

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0513** located at:

ADDRESS:	822 E MASON AVENUE
LEGAL:	Z H MASONS ADD TO APOPKA CITY B/8 LOTS 4 THROUGH 8 BLK B
PARCEL ID#:	10-21-28-5540-02-040
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	SANDERS DELLA MAE
ADDRESS:	822 MASON AVE APOPKA, FL 32703

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$1,285.94
SERVICE DATE:	4/15/2017
SERVICES:	Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0518

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0518** located at:

ADDRESS:	325 N MAINE AVENUE
LEGAL:	NEW ENGLAND HEIGHTS L/19 LOTS 6 & 7 (LESS W S FT FOR RD) BLK D
PARCEL ID#:	09-21-28-5908-04-060
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	GARCIA ROMUALDO
ADDRESS:	2720 PYTHAGORAS CIR OCOEE, FL 34761

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$104.62
SERVICE DATE:	4/12/2017
SERVICES:	Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0519

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0519** located at:

ADDRESS:	5700 N HIAWASSEE ROAD
LEGAL:	COMM AT NE COR OF SE1/4 TH RUN W 667.4 FT S 1384.93 FT E 1.86 FT S 168.7 FT E 58.28 FT N 25 FT E 267.46 FT TO POB TH RUN E 269.34 FT N 219.5 FT W 2S0.91 FT S 30 DEG W 38.04 FT S 186.68 FT TO POB IN SEC 35-21-28
PARCEL ID#:	35-21-28-0000-00-135
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	PACHTER WILLIAM H TR 33 1/3% INT; BOYD JAMES L; BOYD CLAIRE B TRS 66 2/3% INT
ADDRESS:	C/O CVS 5162-01 STORE ACCT 1 CVS DRIVE WOONSOCKET, RI 02895

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$496.62
SERVICE DATE:	4/17/2017
SERVICES:	Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0522

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0522** located at:

ADDRESS:	217 E 17TH STREET
LEGAL:	BROOKS ADDITION TO APOPKA Q/37 LOTS 25 & 26 BLK C
PARCEL ID#:	15-21-28-0932-03-250
DISTRICT:	2

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	DENNISON CONNIE RUTH
ADDRESS:	217 E 17TH ST APOPKA, FL 32703

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$421.62
SERVICE DATE:	4/11/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0424

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0424** located at:

ADDRESS:	512 CARR STREET
LEGAL:	N 67 FT OF S 242 FT OF W 90 FT OF E 180 FT OF S1/2 OF W1/2 OF NE1/4 OF SW1/4 OF NW1/4 OF SEC 27-22-30
PARCEL ID#:	27-22-30-0000-00-058
DISTRICT:	3

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	LENTZ MICHELLE; LENTZ BRUCE ERIC; DEVAULT BRANDON SCOTT
ADDRESS:	512 CARR ST ORLANDO, FL 32807

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$159.30
SERVICE DATE:	3/1/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0435

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0435** located at:

ADDRESS:	6660 BRICKELL COURT
LEGAL:	SKY LAKE UNIT ELEVEN B 3/91 LOT 1504
PARCEL ID#:	26-23-29-8109-15-040
DISTRICT:	3

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	ROMELUS ALIX; DORISME ISMAELISE
ADDRESS:	6660 BRICKELL CT ORLANDO, FL 32809

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$229.91
SERVICE DATE:	3/8/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0442

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0442** located at:

ADDRESS:	4506 SPARTAN DRIVE
LEGAL:	CHARLIN PARK Z/130 LOT 47
PARCEL ID#:	14-23-30-9560-00-470
DISTRICT:	3

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	CHRISTIANA TRUST TRUSTEE
ADDRESS:	C/O LENDER LEGAL SERVICES LLC 201 E PINE STREET, STE 730 ORLANDO, FL 32801

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$212.07
SERVICE DATE:	3/8/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0465
ORANGE COUNTY, FLORIDA, RESOLUTION
ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0465** located at:

ADDRESS:	937 BARBADOS AVENUE
LEGAL:	PARK MANOR ESTATES SECTION SIX THIRD ADDITION 2/53 LOT 92
PARCEL ID#:	21-22-31-6692-00-920
DISTRICT:	4

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	RODRIGUEZ LUISA
ADDRESS:	937 BARBADOS AVE ORLANDO, FL 32825

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$273.75
SERVICE DATE:	3/27/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0470

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0470** located at:

ADDRESS:	2400 ANGEL STREET
LEGAL:	SKY LAKE SOUTH UNIT ONE 5/51 LOT 201
PARCEL ID#:	16-24-29-8110-02-010
DISTRICT:	4

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	TIMOTEO AGRIPINA LUPE; TIMOTEO ROSENDO
ADDRESS:	724 RIDGE ST NEWARK, NJ 07104

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$719.61
SERVICE DATE:	3/31/2017
SERVICES:	Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0402

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0402** located at:

ADDRESS:	1025 N 6TH STREET
LEGAL:	UNRECORDED PLAT EAST ORLANDO ESTATES SECTION 1 PT TR 88 DESC AS: FROM PT ON W LINE 412.60 FT S OF W1/4 COR TH E 2012.85 FT TH N 200 FT FOR POB TH N 100 FT E 214.97 FT S 100 FT W 214.97 FT TO POB
PARCEL ID#:	15-22-32-2336-00-883
DISTRICT:	5

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	DUNLAP MILDRED L ESTATE
ADDRESS:	1025 N 6TH ST ORLANDO, FL 32820

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$1,156.00
SERVICE DATE:	3/1/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0474

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0474** located at:

ADDRESS:	1453 MILLER AVENUE
LEGAL:	LAWNDALE H/118 LOTS 16 & 17 BLK E
PARCEL ID#:	12-22-29-4996-05-160
DISTRICT:	5

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	FORTIS ENTERPRISES LLC
ADDRESS:	933 LEWIS DR STE A WINTER PARK, FL 32789

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$1,097.13
SERVICE DATE:	4/10/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0479

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0479** located at:

ADDRESS:	1809 LAKE SUE DRIVE
LEGAL:	BEEMAN PARK L/91 LOT 3 & A 2.4 FT UTILITY R/W ON THE E SIDE OF SAID DESCRIBED PARCEL
PARCEL ID#:	18-22-30-0568-00-030
DISTRICT:	5

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	KEELING-NEAL HELEN
ADDRESS:	2057 OSPREY AVE ORLANDO, FL 32814

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$104.22
SERVICE DATE:	3/29/2017
SERVICES:	Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0482

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0482** located at:

ADDRESS:	18703 16TH AVENUE
LEGAL:	BITHLO G/50 LOTS 93 THROUGH 97 (LESS S 15 FT) BLK E
PARCEL ID#:	22-22-32-0712-05-930
DISTRICT:	5

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	WEBB ONDA LEE; RANDOLPH MURIEL
ADDRESS:	18703 16TH AVE ORLANDO, FL 32833

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$702.62
SERVICE DATE:	4/10/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0483

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0483** located at:

ADDRESS:	1239 ST NICHOLAS AVENUE
LEGAL:	CHRISTMAS PARK FIRST ADDITION Y/44 LOT 14 BLK D
PARCEL ID#:	34-22-33-1327-04-140
DISTRICT:	5

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	WATERMAN RENE ESTATE
ADDRESS:	1239 SAINT NICHOLAS AVE CHRISTMAS, FL 32709

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$1,209.14
SERVICE DATE:	4/10/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0149

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0149** located at:

ADDRESS:	1216 SANTA ANITA STREET
LEGAL:	PINE HILLS TERRACE T/16 LOT 2 BLK C
PARCEL ID#:	19-22-29-7010-03-020
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	SAAHD ARIF
ADDRESS:	1216 SANTA ANITA ST ORLANDO, FL 32808

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$998.16
SERVICE DATE:	11/14/2016
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0397

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0397** located at:

ADDRESS:	4302 EDGEBROOK DRIVE
LEGAL:	SOUTHWOOD SUB SECTION 3 X/35 LOT 13 BLK L
PARCEL ID#:	20-23-29-8194-12-130
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	ALDAG RICHARD III 2/6 INT; CHIOVARO VIRGINIA 1/6 INT; ALDAG WESLEY 1/6 INT; ALDAG ROBERT JOSEPH 1/6 INT; COTONE GRACE 1/6 INT
ADDRESS:	4302 EDGEBROOK DR ORLANDO, FL 32809

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$270.39
SERVICE DATE:	2/24/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0429

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0429** located at:

ADDRESS:	1325 36TH STREET
LEGAL:	ANGEBILT ADDITION NO 2 J/124 LOT 15 BLOCK 92
PARCEL ID#:	03-23-29-0182-92-150
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	YAD ASSETS LLC
ADDRESS:	2440 NE MIAMI GARDENS DR STE 102 MIAMI, FL 33180

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$144.85
SERVICE DATE:	3/9/2017
SERVICES:	Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0445

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0445** located at:

ADDRESS:	1901 S ORANGE BLOSSOM TRAIL
LEGAL:	ANGEBILT ADDITION H/79 LOT 12 BLK 16
PARCEL ID#:	03-23-29-0180-16-121
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	MERCERDEES L MURRELL LIVING TRUST 1/2 INT; 1901 SOBT INC 1/2 INT
ADDRESS:	1 N ROSALIND AVE ORLANDO, FL 32801

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$225.51
SERVICE DATE:	4/6/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0450

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0450** located at:

ADDRESS:	4825 JUDY ANN COURT
LEGAL:	SYLVAN HYLANDS SECOND ADDITION 2/11 LOT 23 BLK B
PARCEL ID#:	18-22-29-8512-02-230
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	AUGUSTE GERARD; AUGUSTE OLIVIA L
ADDRESS:	1540 OLD PLEASANT ST BRIDGEWATER, MA 02324

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$182.34
SERVICE DATE:	3/17/2017
SERVICES:	Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0459

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0459** located at:

ADDRESS:	3601 S NASHVILLE AVENUE
LEGAL:	ANGEBILT ADDITION NO 2 J/124 LOT 12 (LESS RD) BLK 95
PARCEL ID#:	03-23-29-0182-95-120
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	VEASEY JACQUELINE VICTORIA
ADDRESS:	2040 LEER LAKE BREEZE RV PARK LOT C1 ORLANDO, FL 32810

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$330.07
SERVICE DATE:	3/22/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0469

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0469** located at:

ADDRESS:	626 S IVEY LANE
LEGAL:	BOOKER WASHINGTON ESTATE P/97 LOT 15 BLK B
PARCEL ID#:	32-22-29-8992-02-150
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	MADRY EDNA; MADRY W
ADDRESS:	870 SOUTH ST WINTER GARDEN, FL

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$356.69
SERVICE DATE:	3/28/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0472

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0472** located at:

ADDRESS:	4301 S RIO GRANDE AVENUE
LEGAL:	OHIO HOMESITES FIRST UNIT K/120 LOTS 11 & 12 (LESS RD R/W) BLK D
PARCEL ID#:	10-23-29-6152-04-110
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	RIOPROP HOLDINGS LLC
ADDRESS:	C/O PROPEL FINANCIAL SERVICES LLC 7990 W INTERSTATE 10 STE 200 SAN ANTONIO, TX 78230

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$295.62
SERVICE DATE:	3/30/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0480

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0480** located at:

ADDRESS:	1330 19TH STREET
LEGAL:	CLEAR LAKE VIEWS J/145 LOTS 13 & 14 BLK 5
PARCEL ID#:	03-23-29-1402-05-130
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	FRONTLINE OUTREACH INC
ADDRESS:	3000 C R SMITH ST ORLANDO, FL 32805

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$577.34
SERVICE DATE:	3/30/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0485

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0485** located at:

ADDRESS:	4246 INGLENOOK LANE
LEGAL:	
PARCEL ID#:	09-23-29-9401-00-001
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	TYMBER SKAN ON THE LAKE OWNERS ASSOCIATION SECTION ONE
ADDRESS:	1101 MIRANDA LN STE 102 KISSIMMEE, FL 34741

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$1,022.83
SERVICE DATE:	5/2/2017
SERVICES:	Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0487

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0487** located at:

ADDRESS:	4166 TYMBERWOOD LANE
LEGAL:	
PARCEL ID#:	09-23-29-9403-00-001
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	TYMBER SKAN ON THE LAKE OWNERS ASSN SEC THREE INC
ADDRESS:	1101 MIRANDA LN STE 102 KISSIMMEE, FL 34741

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$10,558.72
SERVICE DATE:	4/27/2017
SERVICES:	Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0493

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0493** located at:

ADDRESS:	201 N NORMANDALE AVENUE
LEGAL:	ORLO VISTA TERRACE N/95 LOT 5 BLK N
PARCEL ID#:	25-22-28-6424-14-050
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	CARDY FREDERICK III; WHITE NORMAN D
ADDRESS:	201 N NORMANDALE AVE ORLANDO, FL 32835

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$312.58
SERVICE DATE:	4/19/2017
SERVICES:	Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0496

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0496** located at:

ADDRESS:	7518 POMELO DRIVE
LEGAL:	TANGELO PARK SECTION TWO X/10 LOT 6 BLK 10
PARCEL ID#:	30-23-29-8554-10-060
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	BAILEY MARY C
ADDRESS:	7518 POMELO DR ORLANDO, FL 32819

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$180.93
SERVICE DATE:	4/13/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0501

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0501** located at:

ADDRESS:	1729 GRAND STREET
LEGAL:	CLEAR LAKE GARDENS J/44 LOT 5
PARCEL ID#:	34-22-29-1378-00-050
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	HAIMAN BARRY
ADDRESS:	35 EASTMONT RD HOLLYWOOD, FL 33020

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$410.10
SERVICE DATE:	4/19/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0502

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0502** located at:

ADDRESS:	1405 39TH STREET
LEGAL:	ANGEBILT ADDITION NO 2 J/124 LOT 22 & W1/2 LOT 23 BLK 102
PARCEL ID#:	03-23-29-0183-12-220
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	VIAMONTES RENE
ADDRESS:	1223 43RD ST ORLANDO, FL 32839

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$403.17
SERVICE DATE:	4/13/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0503

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0503** located at:

ADDRESS:	3816 TROVATI STREET
LEGAL:	RIO GRANDE TERRACE 3RD ADD W/127 LOT 5 BLK E
PARCEL ID#:	10-23-29-7433-05-050
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	JOHNSON MINNIE
ADDRESS:	3026 S RIO GRANDE AVE APT A ORLANDO, FL 32805

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$485.63
SERVICE DATE:	4/13/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of Tires; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0505

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0505** located at:

ADDRESS:	830 23RD STREET
LEGAL:	ANGEBILT ADDITION H/79 LOT 9 BLK 31 SEE 2529/1889
PARCEL ID#:	03-23-29-0180-31-090
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	LYNCH MILLIE R
ADDRESS:	830 23RD ST ORLANDO, FL 32805

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$412.81
SERVICE DATE:	4/13/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0507

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0507** located at:

ADDRESS:	914 W KALEY AVENUE
LEGAL:	ANGEBILT ADDITION H/79 LOT 7 BLK 22
PARCEL ID#:	03-23-29-0180-22-070
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	YARCKIN ELLEN
ADDRESS:	PO BOX 151234 ALTAMONTE SPRINGS, FL 32715

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$213.44
SERVICE DATE:	4/19/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0508

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0508** located at:

ADDRESS:	1225 23RD STREET
LEGAL:	ERROR IN LEGAL ANGEBILT ADDITION H/79 LOT 21 BLK 27
PARCEL ID#:	03-23-29-0180-27-210
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	LEWIS REAL ESTATE HOLDINGS LLC
ADDRESS:	1712 WIND DRIFT RD BELLE ISLE, FL 32809

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$383.79
SERVICE DATE:	4/13/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0509

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0509** located at:

ADDRESS:	1231 23RD STREET
LEGAL:	ANGEBILT ADDITION H/79 LOT 20 BLK 27
PARCEL ID#:	03-23-29-0180-27-200
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	LEWIS REAL ESTATE HOLDINGS LLC
ADDRESS:	1712 WIND DRIFT RD BELLE ISLE, FL 32809

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$454.37
SERVICE DATE:	4/13/2017
SERVICES:	Mowing, edging, trimming and other related service; Removal of trash, rubble, fallen trees and limbs; Tipping - Land Fill weight

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

RESOLUTION NO. LC 17-0541

ORANGE COUNTY, FLORIDA, RESOLUTION

ESTABLISHING A SPECIAL ASSESSMENT LIEN FOR LOT CLEANING SERVICES

WHEREAS, Orange County Code Section 28-40(b), provides that the lien to be established for lot cleaning services shall be a Special Assessment Lien; and

WHEREAS, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, and after due notice as required by that Article, Orange County has performed those services necessary to terminate and abate the violation on the property described below; and

WHEREAS, Orange County Code, Section 28-40, Liens, provides that the Board of County Commissioners shall adopt a resolution for the actual cost of termination and abatement of the violation on the property performed on the benefited property as more particularly described below; and

WHEREAS, The Board of County Commissioners hereby adopts this Resolution in accordance with Orange County Code Section 28-40, Florida Statute Section 197.3632;

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

1. The foregoing recitals are true and correct and are incorporated herein.

2. The benefited property (hereinafter referred to as "Property") to which Orange County provided a lot cleaning service for case number **LC 17-0541** located at:

ADDRESS:	1835 S RIO GRANDE AVENUE
LEGAL:	CLEAR LAKE VIEWS J/14S LOTS 24 & 25 BLK 3 (LESS W 26 FT FOR RD R/W)
PARCEL ID#:	03-23-29-1402-03-240
DISTRICT:	6

3. The name and address of the last known owner of the property according to the Orange County Tax Records is:

NAME:	BRAXTON EARL
ADDRESS:	1 PURLIEU PL STE 220 WINTER PARK, FL 32792

4. The amount of the assessment (to which have been added administrative costs of collection), date of service to the property, and brief description of those services are as follows:

AMOUNT:	$243.55
SERVICE DATE:	4/19/2017
SERVICES:	Mowing, edging, trimming and other related service

5. WHEREAS A NOTICE OF THE ASSESSMENT SET FORTH IN SECTION 4 ABOVE WAS SENT BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) TO THE LAST KNOWN OWNER OF RECORD OF THE SUBJECT BENEFITED REAL PROPERTY, AND WHEREAS SAID ASSESSMENT WAS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE RECEIPT, THEREFORE THIS RESOLUTION TOGETHER WITH A CLAIM OF SPECIAL ASSESSMENT SHALL BE RECORDED IN THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY. THE AMOUNT DUE TO SATISFY THE RECORDED LIEN SHALL BE THE ACTUAL COST OF ABATEMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACT AMOUNT OF TERMINATING AND ABATING THE VIOLATION, THE COST OF SERVING NOTICE, AND THE COST OF RECORDING THE LIEN.

6. Authorization is hereby given by the Board of County Commissioners to Orange County Staff to initiate legal proceedings to collect on this lien after the lien is recorded in the Official Records of Orange County, Florida.

7. Effective Date. This Resolution shall become effective on the date of its adoption.

ADOPTED THIS_____ day of _____, 2017.

ORANGE COUNTY, FLORIDA

BY: _____
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memc

AGENDA ITEM

May 22, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405

SUBJECT: June 20, 2017– Consent Item
Florida Department of Environmental Protection Agreement No. NS007 – Lake Lawne Stormwater Irrigation Facility at Barnett Park

The Environmental Protection Division (EPD) is requesting approval of the Cost-Share Agreement between the Florida Department of Environmental Protection (FDEP) and Orange County, DEP Agreement No. NS007 (Agreement), Lake Lawne Stormwater Irrigation Facility at Barnett Park.

The County is a stakeholder in the Wekiva Basin Management Action Plan (BMAP) and a total maximum daily load (TMDL) was adopted for Lake Lawne. Therefore, it is incumbent upon the County to attain the adopted TMDL for Lake Lawne by reducing the nutrient pollutant loads entering the lake. To that end, FDEP and Orange County are partnering to support the construction of a stormwater reuse facility designed to impound stormwater and use it for irrigation within Barnett Park. This Agreement will provide $649,607 from FDEP (50%), and $250,000 from a legislative appropriation (19%) to Orange County toward the estimated project cost of $1,299,214. The remainder of the project costs ($399,607; 31%) will be paid with funding from EPD's CIP budget.

This Agreement was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED: Approval and execution of DEP Agreement No. NS007 State of Florida Department of Environmental Protection Division of Water Restoration Assistance Grant Agreement Pursuant to Line Item 1600A of the FY 16-17 General Appropriations Act Pursuant to Line Item 1641 of the FY 15-16 General Appropriations Act between State of Florida Department of Environmental Protection and Orange County for Lake Lawne Stormwater Irrigation Facility at Barnett Park. District 6

JVW/LC: mg
Attachments

DEP AGREEMENT NO. NS007

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT
PURSUANT TO LINE ITEM 1641 OF THE FY15-16 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and ORANGE COUNTY, whose address is 3165 McCrory Place, Suite 200, Orlando, Florida 32803 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for Lake Lawne Stormwater Irrigation Facility at Barnett Park. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until May 31, 2021, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after July 1, 2016 for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of $899,607 towards the total estimated Project cost of $1,299,214. The parties hereto understand and agree that this Agreement requires at least a thirty-one percent (31%) match of the total Project cost on the part of the Grantee. Therefore, the Grantee is responsible for providing $399,607 through cash or third party in-kind contribution towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. The Grantee will report those additional expenditures to the Department in the Final Report as required under the Final Report task in **Attachment A**. If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a thirty-one percent (31%) match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. Grantee match funds may be transferred between approved budget categories with a Change Order and are not subject to the ten percent (10%) cumulative transfer limit. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements, other than budget category transfers referenced in Paragraph 3.B.i. above; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

i. Contractual Services (Subcontractors) –Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Additionally, the Grantee may document these expenditures for meeting its match requirements. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. **RETAINAGE:**

A. Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum of 10%. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

B. Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A, Grant Work Plan**. Department shall provide written notification to Grantee of identified deficiencies and Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Grantee.

C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A, Grant Work Plan**. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.

D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.

E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held, in accordance with paragraph 3 above.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign

immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. **RECORD KEEPING/AUDIT:**

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. **SPECIAL AUDIT REQUIREMENTS:**

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. **SUBCONTRACTS:**

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. **LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. **COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and

regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Mitch Holmes, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3572	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2963
E-mail Address:	Mitch.Holmes@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Mitchell Katz, or Successor	
Orange County	
Technical Program Director	
3165 McCrory Place, Suite 200	
Orlando, Florida 32803	
Telephone No.:	407-836-1409
Fax No.:	407-836-1499
E-mail Address:	Mitchell.katz@ocfl.net

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

A. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

i. Commercial General Liability Insurance

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general

liability policies. The minimum limits shall be $200,000 each individual's claim and $300,000 each occurrence.

ii. Workers' Compensation and Employer's Liability Coverage
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

iii. Commercial Automobile Insurance
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

19. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment G, Quality Assurance Requirements for Contracts and Grants.**

23. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399

27. **TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. **EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ORANGE COUNTY
BY: BOARD OF COUNTY COMMISSIONERS

_____
Teresa Jacobs, Orange County Mayor

Date:_____

Attest: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

_____
Print Name and Title of Authorized Person

Date:_____

_____
Mitchell Holmes, DEP Grant Manager

_____
QC Review by:

FEID No.:596000773

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (8 Pages)
Attachment	B	Payment Request Summary Form (8 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	***Attachment Intentionally Excluded***
Attachment	G	Quality Assurance Requirements (6 Pages)

ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: Lake Lawne Stormwater Irrigation Facility at Barnett Park.

PROJECT LOCATION: The Project (WBID 3004C) will be located at 4801 West Colonial Drive, at Lake Lawne, an urban lake situated within the Wekiva Study Area of the Middle St. Johns River Basin.. Lake Lawne is bound by North Pine Hills Road on the west, Silver Star Road on the north, Mercy Drive on the east, and West Colonial Drive on the south. The project site (28.561265° N, -81.445083° W). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: In 2007, the Florida Department of Environmental Protection (FDEP) placed Lake Lawne on the list of water bodies with verified impairments resulting from high nutrient concentrations in surface waters of the lake. In 2008, a Total Maximum Daily Load (TMDL) for the lake was adopted by the FDEP. Subsequently, the Lake Lawne watershed was included in the Wekiva River Basin Management Action Plan (BMAP) which was adopted in October 2010. In 2011, the Orange County Environmental Protection Division (OCEPD) commissioned a hydrological and nutrient pollutant assessment of Lake Lawne. The report quantified nutrient pollutant loads transported by the Lake Marylin Outfall (C-6) Canal to Lake Lawne (see Figure 1). One of the recommendations in the report was to convert the C-6 canal into a stormwater irrigation facility. The OCEPD then funded an engineering design study to design a stormwater irrigation facility to convert the C-6 canal into a wet pond with enough storage volume to facilitate the irrigation of park greenspace. It is estimated that annual reductions in Total Phosphorous (TP) and Total Nitrogen (TN) loads to Lake Lawne will be 106 lbs/yr, and 650 lbs/yr, respectively. These estimates include additional load reductions achieved through retention of stormwater in the proposed pond area. This results in an estimated reduction of 84% in TP and TN nutrient loads entering Lake Lawne through the C-6 Canal, on average.

PROJECT DESCRIPTION: The Grantee intends to convert the C-6 Canal into a stormwater irrigation facility for use within Gordon Barnett Park, a county public park. Stormwater from the surrounding 300-acre sub-basin will be collected in the facility and used to irrigate approximately 100 acres of adjacent greenspace within the park. Use of the stormwater for irrigation is anticipated to result in a decrease in TN and TP loads entering Lake Lawne. The Grantee will also educate the public about stormwater treatment, wetland plantings, etc., utilizing an informative kiosk. The proposed kiosk will be located where the existing walkway crosses the vegetated retention area as portrayed in Figure 2.

TASKS and DELIVERABLES:

Task 1: Construction
Task Description: The Grantee will convert the C-6 canal into retention areas where stormwater will be reused for irrigating greenspace in a county park facility in accordance with the final design(s) and required permits.

Deliverable 1a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, and 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each monthly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that month submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 1b: Stormwater irrigation facility constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 2: Quality Assurance Project Plan

Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 2a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed, prior to Final QAPP submittal.

Deliverable 2b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been taken into consideration and the Final QAPP is in compliance with this Agreement and the quality assurance requirements and there is sufficient monitoring to measure project effectiveness. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Task 3: Monitoring
Task Description: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 2).
Deliverables: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Task 4: Public Education
Task Description: The Grantee will provide public education information about the project and its environmental benefits in the following formats: 1) Kiosk at the project location in clear view of public. (See Figure 2 for potential location.); and 2) materials for public presentations and educational meetings.

Deliverable 4a: 1) Copy of draft kiosk/sign text and graphics submitted to the Department's Grant Manager for review and approval prior to final printing and distribution; and 2) draft materials for public presentations and educational meetings submitted to the Department's Grant Manager for review and approval prior to presentation and/or meetings are held.

Performance Standard: The Department's Grant Manager must approve draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

Deliverable 4b: 1) Dated photograph(s) of installed kiosk/sign as approved; and 2) A copy of the final printed materials with number distributed and where. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the final deliverables to ensure the draft comments have been taken into consideration. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 5: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 5a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 5b: An electronic copy of the Final Report, with all suggested changes taken into consideration, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant Manager will review the Final Report to ensure that draft comments have been taken into consideration and the Final Report is in compliance with this Agreement.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Construction	Agreement Execution	12/30/2018	01/30/2019
2	QAPP	Agreement Execution	12/30/2017	
2a	Draft QAPP			09/01/2017
2b	Final QAPP			12/30/2017
3	Monitoring	Upon QAPP Approval	12/30/2019	01/30/2020
4	Public Education	Agreement Execution	02/02/2018	
4a	Draft Public Education			10/05/2017
4b	Final Public Education			02/02/2018
5	Final Report	Agreement Execution	7/27/2020	
5a	Draft Final Report			03/28/2020
5b	Final Report			07/27/2020

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount TMDL Grant Funding	LP Appropriation Grantee Match	Match Funding
1	Contractual	$617,107.00	$250,000.00	$399,607.00
	Total for Task	**$617,107.00**	$250,000.00	**$399,607.00**
2	Contractual	$0	$0	$0
	Total for Task	**$0**	**$0**	**$0**
3	Contractual	$30,000.00	$0	$0
	Total for Task:	**$30,000.00**	**$0**	**$0**
4	Contractual	$2,500.00	$0	$0
	Total for Task:	**$2,500.00**	**$0**	**$0**
5	Contractual	$0	$0	$0
	Total for Task:	**$0**	**$0**	**$0**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

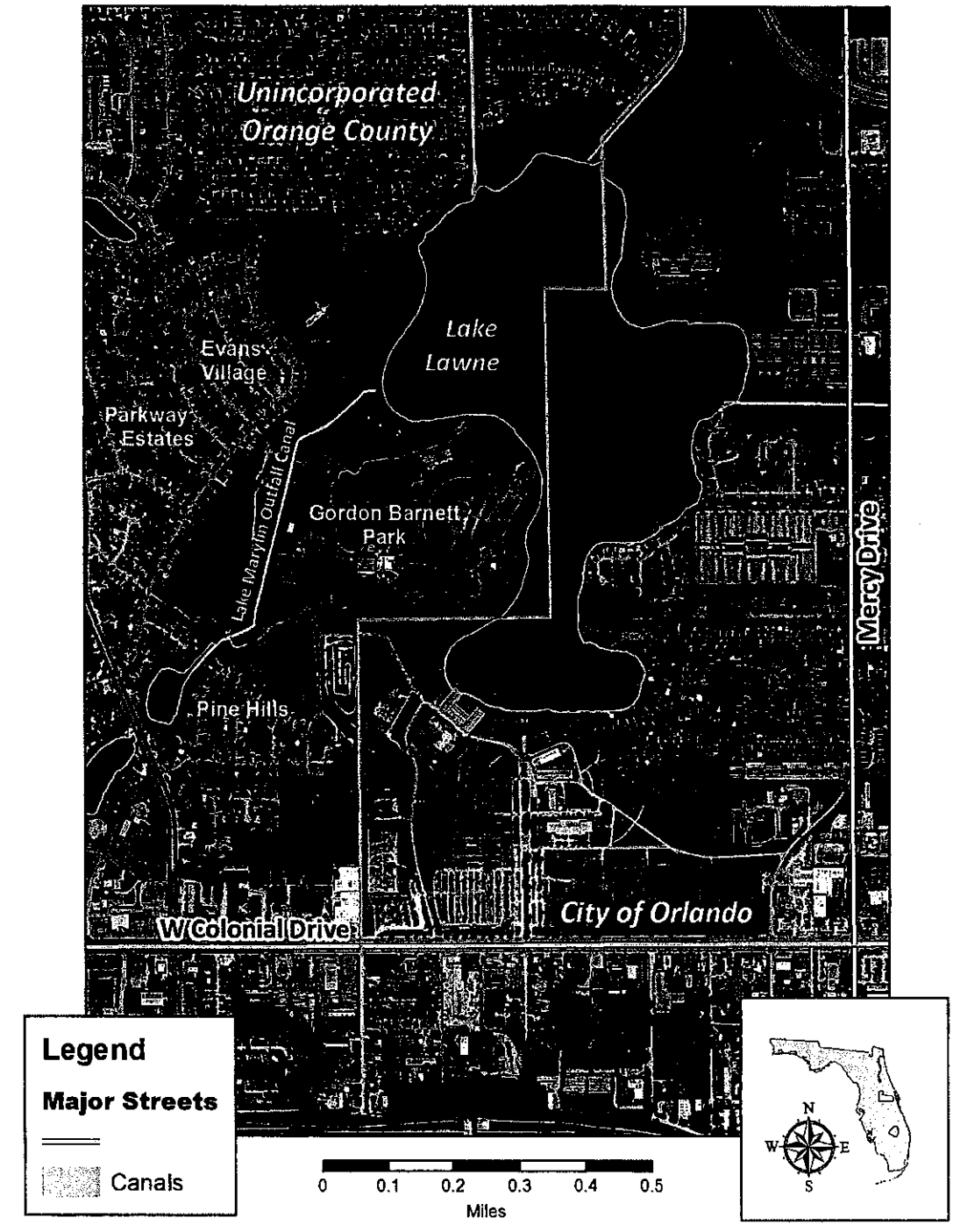
PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

Category Totals	Grant Funding Not to Exceed, $	Legislative Appropriation	Grantee Match
Contractual Services Total	$649,607.00	$250,000.00	$399,607.00
Total:	**$649,607.00**	**$250,000.00**	**$399,607.00**
Total Project Cost:	**$1,299,214.00**		
Percentage Match:	**50%**	**19%**	**31%**

PROJECT MATCH SUMMARY:

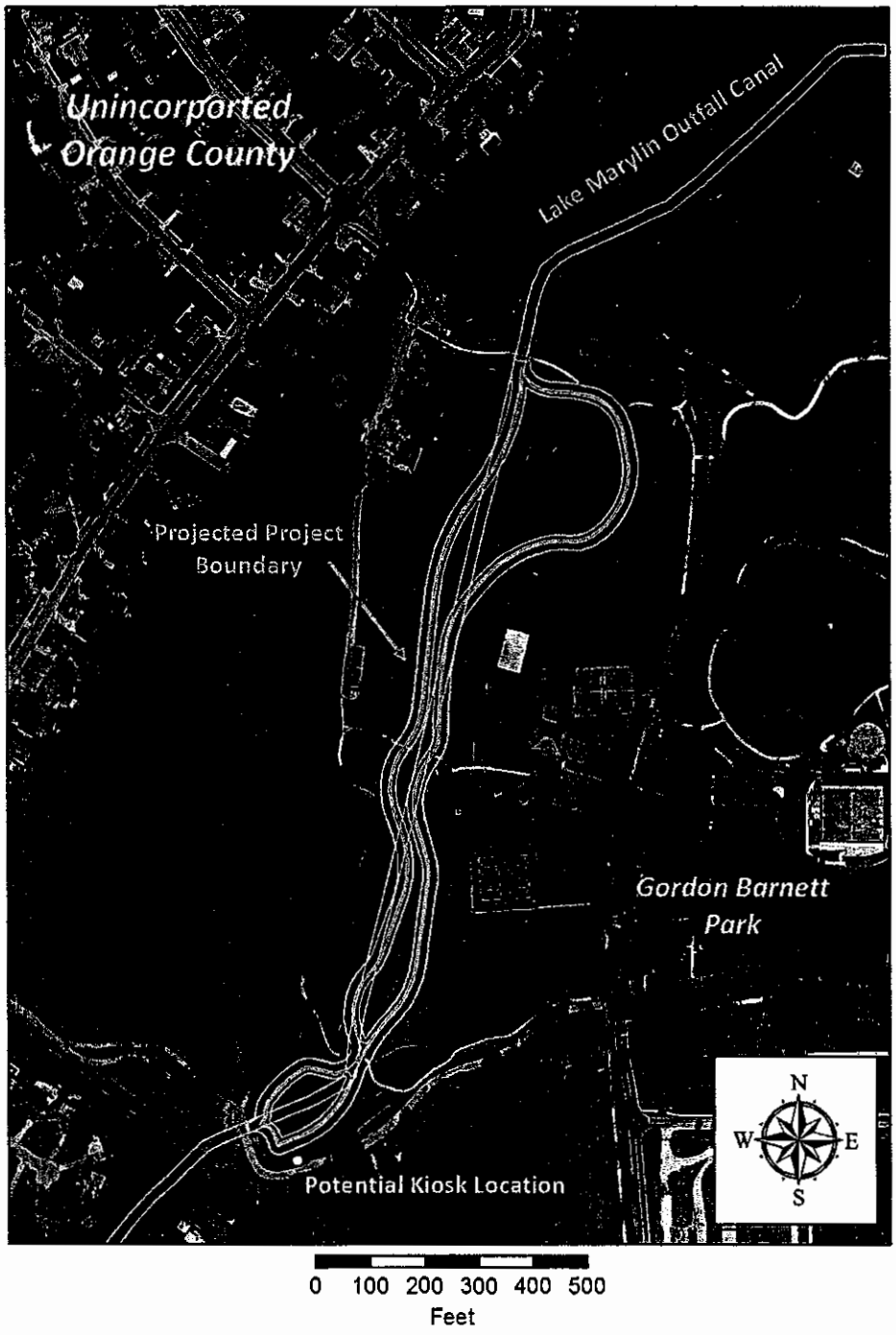
Category Totals	Grant Funding	Match Funding Legislative Appropriation	Match Funding Grantee
Contractual Services Total	$649,607.00	$250,000.00	$399,607.00
Totals:	**$649,607.00**	**$250,000.00**	**$399,607.00**
Total Match:		**$649,607**	
Percentage Match:	**50%**	**19%**	**31%**

Figure 1. Site Location Map, Lake Lawne (WBID 3004C)
Stormwater Irrigation Facility at Barnett Park, Orange County, FL



Orange County Environmental Protection Division (07/06/2016)

Figure 2. Project Site Plan, Lake Lawne Stormwater Irrigation Facility at Barnett Park, Orange County, FL.



Orange County Environmental Protection Division (07/06/2016)

ATTACHMENT B

PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ **DEP Agreement No.** _____ **Date** _____

Performance Period (*Start date - End date*): _____

Deliverables completed to support payment request (***attach additional pages as needed***):

Task/Deliverable Number(s): _____ **Task Budget Amount:** $ _____ -

Grantee: _____
(Name & Mailing Address) _____
_____
_____

Grantee Contact: _____
(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	$ -	$ -	$ -	$ -
Fringe Benefits	$ -	$ -	$ -	$ -
Indirect Cost	$ -	$ -	$ -	$ -
Contractual (Subcontractors)	$ -	$ -	$ -	$ -
Travel	$ -	$ -	$ -	$ -
Equipment (Direct Purchases)	$ -	$ -	$ -	$ -
Rental/Lease of Equipment	$ -	$ -	$ -	$ -
Miscellaneous/Other Expenses	$ -	$ -	$ -	$ -
Land Acquisition	$ -	$ -	$ -	$ -
TOTAL AMOUNT	$	$	$	$
TOTAL BUDGET (ALL TASKS)	$		$	
Less Total Cumulative Payment Requests of:	$		$	
TOTAL REMAINING (ALL TASKS)	$		$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

☐ All permits and approvals required for the construction, which is underway, have been obtained.

☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE: This is the date that you are submitting the payment request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Delverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.
GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

INVOICE SUMMARY INFORMATION

Contract #:

Grantee:

Payment Request #:

Complete the table below. Use the drop down lists to add categories. Enter one Task number per row and one Category per column.

Select only the categories that are in the contract task budget.

Also complete the *Contractual Detail* spreadsheet if the contractual category is funded in the Agreement/Task.
Also, complete the *Equip-Supplies-Expense* spreadsheet if the contractual category is funded in the Agreement/Task.
Also complete the *Salary/Fringe Detail* spreadsheet if the salary and fringe categories are funded in the Agreement/Task.
***Include the match amount if match is required in the Agreement and is included in the invoice.**
Formulas are included in some of the spreadsheet cells, denoted with "$ - ".

		Provide Reimbursement Request Amounts by Category					Provide Amounts to Credit Towards Match by Category*				
		Select one budget category per column using the drop down lists					Select one budget category per column using the drop down lists				
Task/ Deliverable #	Performance Period - Date Range	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Comments
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Reimbursement Request:		$ -									
Total Amount to Credit to Match:		$ -									

Budget Category Options:
Contractual
Supplies/Expense
Equipment
Salary
Fringe
Travel
Indirect
Land

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the contractual sum for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
				Contractual Total for Task #___ :		$ -	$ -	

Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
				Contractual Total for Task #___ :		$ -	$ -	

EQUIPMENT AND SUPPLY/EXPENSE DETAIL

Complete one table for each task containing Equipment and Supply/Expense Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the Equipment and Supplies/Expense sums for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

						Supplies/Expense	Equipment	Supplies/Expense	Equipment	
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	Comments
					Totals:	$ -	$ -	$ -	$ -	

Task/Deliverable #:

						Supplies/Expense	Equipment	Supplies/Expense	Equipment	
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	Comments
					Totals:	$ -	$ -	$ -	$ -	

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary and Fringe Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.
Enter the Salary and Fringe sums for each task into the Invoice Summary spreadsheet.
*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
				Totals for Task#____		$ -	$ -		$ -	$ -

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
						$ -	$ -		$ -	$ -
				Totals for Task#		$ -	$ -		$ -	$ -

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.

3 **Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).

4 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail.

Remit Payment Request by E-mail to the Department's Grant Manager

Be sure the E-mail payment request includes the following:

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

1) Attachment B Payment Request Summary
2) Request for Payment Part II Reimbursement Detail
3) Copies of invoices
4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	NS007		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. NS007 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1641	2015-2016	37.039	Statewide Surface Water Restoration and Wastewater Projects	$649,607.00	140076
Original Agreement	General Revenue Fund, Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	$250,000.00	140047

Total Award	$899,607.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT G
Department of Environmental Protection
Quality Assurance Requirements for Contracts and Grants

1. **GENERAL REQUIREMENTS AND DEFINITIONS**
   a. As applicable to the scope of services described in the contract work plan or other statement of work for this contract, the sampling, field testing and laboratory analyses performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
   b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
   c. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this contract.
2. **REQUIREMENTS FOR LABORATORIES**
   a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this contract. Laboratory certification requirements are described in rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to 62-160.300(5)(c), F.A.C.
   b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the contract, as determined by the Department according to 62-160.300(1)(c), F.A.C.
   c. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon contract execution.
   d. Laboratories shall maintain certification as specified in item 2.a above during the life of the contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The contractor shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
   e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required contract QA plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the contract.
   f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the contract QA plan (section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to 62-160.330(3), F.A.C., if

applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the contract QA plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the contract.

h. Additional laboratory quality control expectations:
   (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable contract data quality objectives.
   (ii) All laboratory testing procedures shall follow the analytical methods as approved in the contract QA plan (see Section 6).
   (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Attachment.
   (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the contract QA plan.

3. **FIELD ACTIVITIES**

   a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this contract shall be cited in the contract QA plan (see Section 6).

   b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the contract QA plan (section 6 below).
      (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this contract.
      (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

   a. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C. shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the contract. Longer retention times as specified in the contract shall supersede.

   b. All field and laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3) through 62-160.340(8), F.A.C.

c. Any other documentation and reports associated with work performed for this contract shall be likewise retained and shall include relevant information for the procedures described in sections 2 and 3, above.
d. Any documentation or reports specifically identified in this contract as deliverable work products shall be retained as in 4.a., above.
e. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
f. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the contract, and/or as described in the approved contract QA plan (section 6). Also see subsection k., below.
g. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).
h. Upon request by the Department contract manager or as required by the contract, copies of the original laboratory reports shall be submitted to the contract manager.
i. In addition to any reports of sample results provided per contract deliverable requirements and subsections b., e., f. and g., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (section 4) upon request by DEP, including any of the following:
    - Laboratory sample identification (ID) and associated Field ID
    - Analytical/test method
    - Parameter/analyte name
    - Analytical result (including dilution factor)
    - Result unit
    - Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
    - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
    - Date and time of sample preparation (if applicable)
    - Date and time of sample analysis
    - Results of laboratory verification of field preservation of received samples
    - Sample matrix
    - DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this contract)
    - MDL, Limit of Detection (LOD) or other defined limit of detection
    - PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
    - Field and laboratory QC blank results:
        - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
        - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
    - Results for field duplicates (or replicates)
    - Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
        - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
        - Results of surrogate spike analyses
        - Results of laboratory control samples (LCS)
        - Results of calibration verifications
        - Acceptance criteria used to evaluate each reported quality control measure

j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.

k. In addition to any field information provided per contract deliverable requirements, and subsections b., e., f. and g., above, the contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (section 4) upon request by DEP, including any of the following:
   - Site name and location information
   - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
   - Date and time of sample collection
   - Sample collection depth, if applicable
   - Sample collection method identified by the DEP SOP number, where applicable
   - If performed, indicate samples that were filtered
   - Field test measurement results:
     - DEP SOP number (FT-series), where applicable
     - Parameter name
     - Result
     - Result unit
     - Applicable Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
   - Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).

l. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the contract, and/or as described in the approved contract QA plan (section 6). Required formats are specified in **Attachment A, Grant Work Plan**.

5. **AUDITS**

a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per section 4, above shall be provided by the contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan (see section 6, below) or these QA Requirements, do not applicable meet data validation criteria outlined in Rule 62-160.670, F.A.C.; or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 8, below.

b. PLANNING REVIEW AUDITS –

(i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, or as described in **Attachment A**, the contractor and all subcontractors shall review the contract QA plan (see Section 6 below) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the contract QA plan, shall be sent to the DEP contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in subsection (i) above shall occur annually thereafter for the remainder of the contract, if applicable to the duration of the contract.

c. QUALITY SYSTEMS AUDITS – The contractor and all subcontractors shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. The results of these audits shall be documented in the contractor's and subcontractors' records. Copies of the above audit reports or results shall be provided to the DEP contract manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided.

d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the contractor shall provide statements about data usability as necessary to address the topics in subsections (i) – (iii) below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan (see section 9, below), or these QA Requirements.

(i) All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements shall be met.

(ii) All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan, Quality Manual(s), other contract attachments or these QA Requirements.

(iii) All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements.

6. **QA PLAN**

a. The contractor shall submit the contract QA plan identified in **Attachment A** to the DEP contract manager in accordance with the schedule set forth in **Attachment A** and ***prior to the commencement of field and laboratory activities***. Failure to submit the QA plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP contract manager.

b. The contractor may submit a version of the QA plan to the Department for approval no more than three times. If the contractor fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the contract.

c. The DEP contract agreement number shall appear on the title page of the submitted QA plan. Within 45 days or as specified in **Attachment A**, of receipt of the QA plan by the Department, the Department shall review and either approve the QA plan or provide comments to the contractor as to why the QA plan is not approved. If further revisions are needed, the contractor shall then have 15 days or as specified in **Attachment A**, from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan within 30 days, or as specified in **Attachment A** of receipt of any revisions.

d. If the review of the QA plan by the Department is delayed beyond sixty (60) days after the QA plan is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan is approved, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.

e. Work may not begin for specific contract tasks until approval has been received by the contractor from the DEP contract manager. Sampling and analysis for the contract may not begin until the contract QA plan has been approved (or conditionally approved).

f. Once approved, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan and any other relevant quality assurance documents, including, but not limited to :
   - Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
   - Using only the protocols approved in the QA plan; and
   - Using only the equipment approved in the QA plan.

g. If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP contract manager. If the contractor fails to submit the required revisions, the DEP contract manager may suspend or terminate the contract. QA plan revisions or amendments shall be provided as one or more of the following, as described in **Attachment A**:
   (i) Provided in a new contract QA plan;
   (ii) Provided as amended sections of the current contract QA plan;
   (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved contract QA plan by reference or other linkage.

7. **DELIVERABLES**
   a. The following lists the expected deliverables that are associated with the quality assurance requirements of this contract:
      (i) Reports of planning review audits as specified in item 5.b. above.
      (ii) Statements of usability as specified in item 5.d. above.
      (iii) Contract QA plan, per Section 6, above.

8. **CONSEQUENCES**
   a. Failure to comply with any requirement of this attachment (and any included addenda) may result in:
      (i) Immediate termination of the contract.
      (ii) Withheld payment for the affected activities.
      (iii) Contract suspension until the requirement(s) has been met.
      (iv) A request to refund already disbursed payments.
      (v) A request to redo work affected by the non-compliant activity.
      (vi) Other remedies available to the Department.

Interoffice Memorandum

AGENDA ITEM

May 26, 2017

TO: Mayor Teresa Jacobs
–AND–
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **Mitchell Glasser, Manager**
Housing and Community Development Division
407-836-5190

SUBJECT: June 20, 2017 – Consent Item
First Amendment to Project Administration Agreement

On November 15, 2016, the Board of County Commissioners approved an Emergency Solutions Grant (ESG) Agreement between Orange County and Homeless Services Network of Central Florida, Inc. (HSN). Orange County partnered with HSN to facilitate maintenance and administration of the Homeless Management Information System (HMIS) and ensure provision of technical assistance and support for data collection and reporting requirements, as mandated by the ESG.

Staff would like to amend the Agreement to modify the budget line items and allow Orange County to reimburse HSN for personnel expenses for HMIS service delivery staff, as shown in the revised Budget.

ACTION REQUESTED: **Approval and execution of First Amendment to Project Administration Agreement (#2016-15-06) between Orange County, Florida and Homeless Services Network of Central Florida, Inc. Regarding the Emergency Solutions Grant Program FY 2016-2017 to modify the budget line items in the agreement. All Districts**

JVW:MG

Attachments

FIRST AMENDMENT
To
PROJECT ADMINISTRATION AGREEMENT (#2016-15-06)
Between
ORANGE COUNTY, FLORIDA
And
HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
Regarding
THE EMERGENCY SOLUTIONS GRANT PROGRAM
FY 2016-2017

THIS FIRST AMENDMENT TO PROJECT ADMINISTRATION AGREEMENT ("First Amendment") amends and modifies that certain Project Administration Agreement ("Agreement"), dated as of November 15, 2016, made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County" or "Grantee") and Homeless Services Network of Central Florida, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the County and the Agency have entered into the Agreement relating to the administration and maintenance of the Homeless Services Information System ("HMIS"), a statistical database designed to collect certain demographic information relative to homeless services in the Central Florida area; and

WHEREAS, the parties now desire to amend the Agreement to modify provisions of the Agreement related to payment methods and revise **Exhibit B** ("Budget") of the original agreement; and

WHEREAS, pursuant to Article XV. Section 1. of the Agreement, any changes to the Agreement shall be made in writing and approved by both parties; and

WHEREAS, each of the parties agree to such modification as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and the Agency agree as follows:

1. **Recitals; Defined Terms; Form of Amendments.** The recitals set forth above are incorporated herein and made a part of this First Amendment. Any capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Agreement. Throughout this First Amendment, additions to the original language of the Agreement are shown with underline and deletions are shown with ~~strikethrough~~. Section of the Agreement not modified herein shall remain unchanged.

2. **Representations, Warranties and Covenants.** The County, and the Agency each hereby affirm and declare that all representations and warranties contained in the Agreement, and as modified herein, remain true and correct as of the date hereof and that each of them have been and remain in compliance with all covenants set forth in the Agreement.

3. **Amendment to Article V. Section 2. Payment Methods.**

2.1 Reimbursement invoices shall be submitted on a ~~monthly~~ quarterly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.

2.3 The completed invoice shall include a copy of the approved annual budget, ~~current month~~ requested expenditures, and copies of invoices with documentation evidencing proof of payment.

2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the ~~Budget (Exhibit B)~~ **Exhibit B**, "Revised Budget".

4. **Agreement.** Other than as expressly set forth herein, the Agreement shall remain in full force and effect and no modifications are made thereto.

5. **No Waiver.** Nothing contained in this First Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice, under the Agreement.

6. **Severability.** The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

7. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this First Amendment shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

8. **Execution in Counterparts.** This First Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute on and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officials on the dates set forth below.

ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

ATTEST:
Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

DATE: _____

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: **HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.**

Martha Are
Martha Are
TITLE: Executive Director

AND

BY: Andrew Thomas
Board Chairman or Authorized Representative

ANDREW THOMAS
(Print or Type Name)

STATE OF Florida)
COUNTY OF Orange)

Personally appeared before me, the undersigned authority, Martha Are, well known to me and known by me to be the Executive Director of Homeless Services Network of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced FL DL as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of May, 2017.

Carmen Diana Lewis
Notary Public
My Commission Expires: 3/29/2020
Carmen Diana Lewis
Printed Name or Stamp

CARMEN DIANA LEWIS
MY COMMISSION # FF976660
EXPIRES March 29, 2020
(407) 398-0153 FloridaNotaryService.com

STATE OF FLORIDA)
COUNTY OF Seminole)

Personally appeared before me, the undersigned authority, Andrew Thomas, well known to me and known by me to be the Board Chairman or Authorized Representative of Homeless Services Network of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of May, 2017.

Nicole S. Osburn
Notary Public
My Commission Expires: 11/24/17
NICOLE S. OSBURN
Printed Name or Stamp

EXHIBIT B
REVISED BUDGET

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017

Line Items	Total Cost
~~Monthly HMIS Reports~~ ~~*(12 reports at $1,000 per report)*~~	~~$12,000~~
~~HMIS User/Agency Training Sessions~~ ~~*(4 sessions at $750 per session)*~~	~~$3,000~~
Personnel – salaries for service delivery personnel (partial salaries of HMIS support staff) and associated costs (payroll taxes)	$15,000
TOTAL BUDGET	**$15,000**

ACTIVITY: The Agency will utilize ESG funds to maintain and administer the Homeless Management Information System (HMIS) and to provide technical assistance and support for data collection and reporting requirements from the HMIS, as mandated by the ESG.

PROJECTED OUTPUTS/OUTCOMES: The Agency will produce **twelve (12) monthly HMIS reports** and provide a minimum of **four (4) technical assistance sessions** to the County ESG funded agencies, in addition to any on-going routine technical support, information sessions, and/or training.

MATCHING FUNDS: Match funds in the amount of $15,000 are expected to come from various fees.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Homeless Services Network of Central Florida, Inc.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

AGENDA ITEM

May 15, 2017

TO: Mayor Teresa Jacobs
–AND–
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: Matt Suedmeyer, Manager
Parks and Recreation Division

SUBJECT: June 20, 2017 – Consent Item
First Amendment to Interlocal Agreement

The Parks and Recreation Division is requesting the Board of County Commissioners approve an amendment to the Interlocal agreement between Orange County Public Schools (OCPS) and the Orange County Parks and Recreation Division. This agreement provides OCPS use of a meeting room at the Bithlo Community Park Recreation Center to conduct their Alternative to Out-of-School Suspension program. Bithlo Community Park is located at 18501 Washington Avenue in East Orange County.

East Orange County area schools currently do not have a facility to provide this program. Since 2014, they have been utilizing the recreation center at Bithlo Community Park to offer a structured environment for students who need supervision during the day when they are suspended from school. The program is operated solely by OCPS staff Monday through Friday between the hours of 7:30 AM and 3:00 PM. OCPS is responsible for all costs associated with the program to include providing three staff to facilitate the program.

The program does not affect the current programs offered at the recreation center. The amendment to the agreement is for one year.

The Agreement has been reviewed and approved as to form and content by the County Attorney's Office and the Real Estate Management Division.

If you have any additional questions, please feel free to contact me directly at (407) 836-6203.

ACTION REQUESTED: **Approval and execution of First Amendment to Interlocal Agreement between The School Board of Orange County, Florida and Orange County, Florida to use a meeting room and associated facilities at Bithlo Community Park for a suspension center for an additional one-year term. District 5.**

JVW/MS:

Attachment

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
AND
ORANGE COUNTY, FLORIDA

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND ORANGE COUNTY, FLORIDA ("First Amendment") is made by and between The School Board of Orange County, Florida, a body corporate existing under the laws of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 ("SBOC"), and Orange County, Florida, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("Agency"). SBOC and Agency may also hereinafter be referred to individually as a "Party" or collectively as the "Parties.

WITNESSETH

WHEREAS, SBOC and Agency entered into that certain Interlocal Agreement between the School Board of Orange County, Florida, and Orange County, Florida ("Agreement"), which was approved by the Orange County Board of County Commissioners ("Board") on September 23, 2014; and

WHEREAS, pursuant to Agreement, the SBOC is authorized to use a portion of the Agency's Bithlo Community Center ("Community Center") to conduct its "Alternative to Out-of-School" program ("Program") for a period of three (3) years from the execution of the Agreement ("Term"); and

WHEREAS, pursuant to the terms of the Agreement, the Parties may extend the Term of the Agreement for three (3) additional one-year terms upon mutual written consent by the Parties; and

WHEREAS, SBOC and Agency have agreed to a one (1) year extension of the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the SBOC and Agency hereby agree as follows:

Section 1. RECITALS INCORPORATED. The recitals hereof are true and correct, are material provisions of this First Amendment, and are incorporated herein by reference and made a part of this First Amendment.

Section 2. EXTENSION OF AGREEMENT. In accordance with Article 2(A) of the Agreement, the term of the Agreement is hereby extended for one (1) year, commencing on July 1, 2017 through June 30, 2018.

Section 3. AGREEMENT IN FULL FORCE AND EFFECT. Except as expressly modified herein, the terms and conditions of the Agreement shall remain unchanged. In the event of a conflict between the terms of this First Amendment and those of the Agreement, SBOC and Orange County agree that the terms of this First Amendment shall prevail and control.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs, Mayor
Orange County, Florida

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

By: _____
Barbara M. Jenkins,
Superintendent

Date: 6/1/2017

Approved as to form and legality by the Office of Legal Services to the Orange County School Board on: 4-25-17 Signature: _____
Print Name: Amy D. Enwall

Reviewed by: _____

Name and Title _____
(Type or Print)

s:\kcundiff\attorneys - admin\mchenry lila\agreements\school board interlocal agt\school board and county interlocal agt with cao comments (2) 4 18 17.rtf

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandu

AGENDA ITEM

June 7, 2017

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

THRU: Lonnie C. Bell, Jr. Director
Family Services Department

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Application for Federal Assistance related to the Head Start Program FY2017-2018
BCC Meeting 06/20/17 Consent Agenda/All Districts

The Head Start Division requests Board approval of the Application for Federal Assistance between the Department of Health and Human Services, Administration for Children and Families, Office of Head Start and Orange County. The total federal grant request is $12,860,452 and includes $122,891 for training and technical assistance. The required non-federal match in the amount of $3,215,112 is derived from parent volunteerism, donation of goods and services, lease agreements, and County support.

The Head Start Grant will be used to provide comprehensive early childhood development services for 1,536 children and support to their families. Head Start families will receive information and referrals to community resources. Staff will provide case management and follow-up to help families become economically self-sufficient.

The application includes a compendium of required certifications and assurances related to Non-Construction Programs, Certifications regarding Lobbying, Certification regarding Compliance with Compensation Cap (Level II of the Executive Schedule), Certification of Filing and Payment of Federal Taxes and Employee Compensation Cap Compliance Assurance. The Head Start Policy Council approved the five year grant at their meeting on June 5, 2017.

ACTION REQUESTED: **Approval of Orange County Head Start Program Application for Federal Assistance (Continuation-Year 3) FY 2017-18 between Orange County and Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the estimated amount of $12,860,452 for the continued operation of the Head Start Program; and approval and execution of (1) Certification of Filing and Payment of Federal Taxes; and (2) Employee Compensation Cap Compliance Assurance. The total non-federal match in the amount of $3,215,112 is derived from parent volunteerism, donation of goods and services, lease agreements, and Orange County support.**

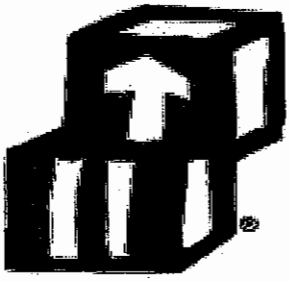
SH/kp
Attachments

C: Randy Singh, Assistant County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Manager, Risk Management Division
Yolanda S. Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grants Coordinator, Office of Management & Budget

APPLICATION FOR FEDERAL ASSISTANCE

(CONTINUATION –YEAR 3)

FY 2017-18



ADMINISTRATIVE OFFICE
Sonya L. Hill, Head Start Manager
Family Services Department
Head Start Division
2100 E. Michigan Street
Orlando, FL 32806
(407) 836-6590 Fax: (407) 836-8981

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Program Improvement	
Signed Policy Council Statement	
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School Readiness Plan	
Childhood Health & Developmental Services Plan	
Training and Technical Assistance Plan	
Organizational Chart	
Center Enrollment and Justifications on changes in Funded Enrollment	
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Orange County Head Start

FY2017-18

Application for Federal Assistance

(Continuation-Year 3)

Section 1. Program Design and Approach to Service Delivery

Sub-section A. Goals

1. **If applicable, list any additions, deletions, or revisions to your program's Long-Term Goals, Short Term Objectives, and Expected Outcomes that have occurred since last year's application. If no updates or changes have occurred, include a sentence to that effect.**

Orange County Head Start (OCHS) has made revisions to the program's eight long term goals, short term objectives, and expected outcomes since last year's application, according to the results of the program's data. The eight goals have been consolidated into four (4) broad goals with revisions to the objectives and expected outcomes.

Additions: There are three overall additions. The first is related to goal #2 which states that OCHS will eliminate barriers to learning by decreasing the number of children with oral health concerns. A second objective has been added for this goal, which states "Underinsured parents will increase their access to health insurance by 10% and 10% each following year." This objective will help to focus efforts toward addressing the situational issue discovered as a result of the number of underinsured families in Orange County.

In addition to a second objective, a new expected outcome was also added. The new expected outcome is "The number of children with dental treatment needs will demonstrate gains in oral health literacy." The program has witnessed an increase of knowledge related to oral health literacy of families overall, with the completion of the oral health assessments. The program plans to strengthen its approach to dental treatment compliance by further assessing and analyzing oral health literacy outcomes for families of parents whose children have dental treatment needs.

A new expected outcome has been added to the program's goal regarding financial wellness of families. The new outcome to be added is "Number of parents in financial education programs". This new outcome will help the program measure the number of parents it has been able to successfully engage in financial education to help increase their financial stability.

Deletions: There are two (2) goals that have been removed from the program's long term plan and have been transferred to other areas. Goal #3 which states "Orange County Head Start will be a learning organization that builds the capacity, capability, and competency of key staff to enhance service delivery" and Goal #4, which states "Orange County Head Start will be an organization of continuous quality improvement aspiring for high performance through the establishment of a learning culture which utilizes data to examine all levels of the organization". Goal #3 has been relocated to the Training and Technical Assistance Plan (Refer to Appendices), to strengthen the program's commitment to training and professional development will be relocated to the Data Action Plan. Goal 4 will be transferred to the Data Action Plan (Refer to Appendices), which seeks to strengthen internal record keeping and reporting processes that will be used to demonstrate positive program outcomes.

Revisions. The chart below is a summary of the revisions to the goals, objectives and outcomes.

Goals	Objectives	Outcomes
Goal 1		• Number of fathers engaged in Early Childhood Education Home Visits and Parent Conferences • Number of fathers engaged in Program Governance and policy committees • Family Needs Assessment • Family Goal Setting • Education Workshops/Parent Meetings
Current Goals 5 and 6 were combined to establish program Goal 3 for 2017-18.	3.1 Parents will have increased access to needed community resources. 3.2 Increase the number of parents that are advocates for their children by 10 percent and 10 percent each following year.	• Number parents who received needed services • Volunteer hours by parents • Number of parents in leadership/advocacy roles
Current Goals 7 and 8 were combined to establish program Goal 4 for 2017-18.	Old Objective 8, New Objective 4.1 Ten percent (10%) of parents will demonstrate an increase in financial literacy and services with a 10% increase each following year. 4.2 Ten percent (10%) of parents will increase their access to training and educational opportunities to enhance employability skills.	• Number of parents in financial education programs • Number of families with knowledge of financial basics • Number of families with established banking relationships • Number of families receiving housing services

2. For each program Long Term Goal, describe your progress this year toward meeting your Short Term Objectives and Expected Outcomes. In your discussion, you may use the Data, Tools, or Methods for tracking Progress identified in your baseline application, or additional Data, Tools, or Methods identified since then.

The following includes actual data and progress toward short-term objectives and expected outcomes during Year 2 of the Five Year Grant.

Goal #1: Orange County Head Start will increase engagement of fathers/males in support of children's school readiness.

Objective: To increase fathers/males understanding of the importance of their role in their children's school readiness. Father/male engagement will increase by 10% as measured by the PIR by the fourth quarter of Program Year (PY) 2017.

Outcomes:

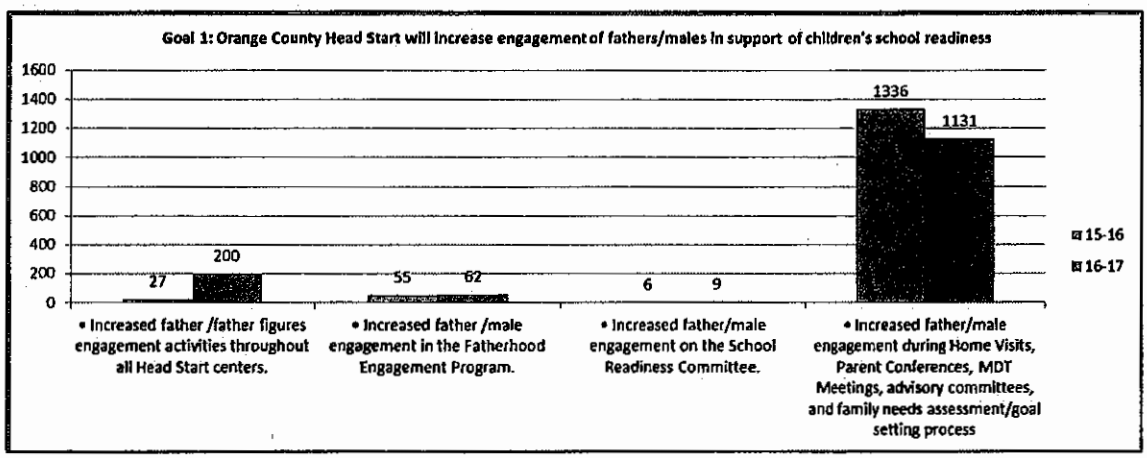
- Increased father /father figures engagement activities throughout all Head Start centers.
- Increased father /male engagement in the Fatherhood Engagement Program.
- Increased father/male engagement on the School Readiness Committee.
- Increased father/male engagement during Home Visits, Parent Conferences, MDT Meetings, advisory committees, and family needs assessment/goal setting process.

As a result of program efforts to increase father/male involvement engagement throughout all OCHS centers, program data demonstrates that five (5) centers experienced high monthly participation during father engagement activities. These activities included: monthly educational activities to understand the importance of their role in children's School Readiness, A Father Daughter Dance to promote Positive Parent-Child relationships, and a Fatherhood Breakfast to promote awareness of the importance of school ready children. Father participation on the School Readiness Committee increased with an additional 3 fathers joining the committee this year.

While participation in program activities has increased, OCHS continues to face challenges in engaging fathers to participate in individualized family engagement activities such as the Family Needs Assessments, family goal setting, MDT meetings and home visits. To combat these challenges, the program plans to implement Fatherhood Development Curriculum from the National Partnership for Community Leadership. Two OCHS staff has attended the Master Trainer Institute and have become licensed Master Trainers in the use and distribution of

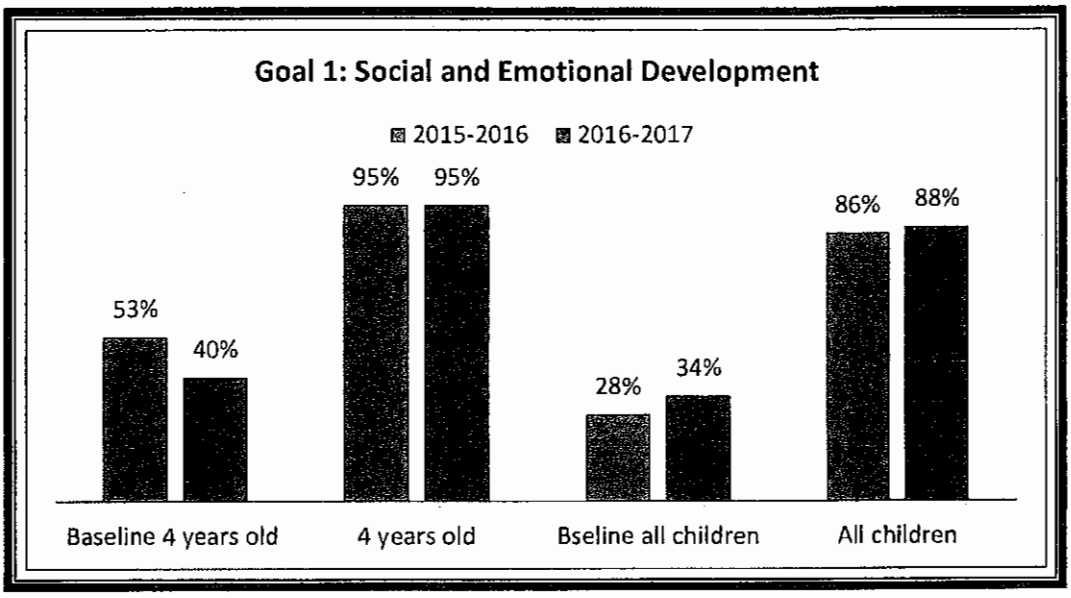
the Fatherhood Development Curriculum. These two staff will lead the agency's training efforts of all Family Service Workers on how to implement the Fatherhood Development Curriculum.

There has also been an increase in father participation in the Head Start classrooms, including activities related to Early Childhood Development and School Readiness. The graph below further demonstrates the program progress toward fatherhood engagement in support of school readiness:



The program has seen an increase across all domains of learning and development. OCHS believes the increase in fathers engaged with children has prompted improvement in children's social and emotional development domains. The program will continue to work together with fathers to promote their child's development and learning through positive interactions and effective learning experiences.

The graph below shows 95% of four year old children achieved skills in social and emotional development which demonstrated an increase of 55% from the baseline level of 40%. And compared to last year, there has been a 2% increase, from 86% to 88%.



Goal #2- Orange County Head Start will eliminate barriers to learning by decreasing the number of children with oral health concerns.

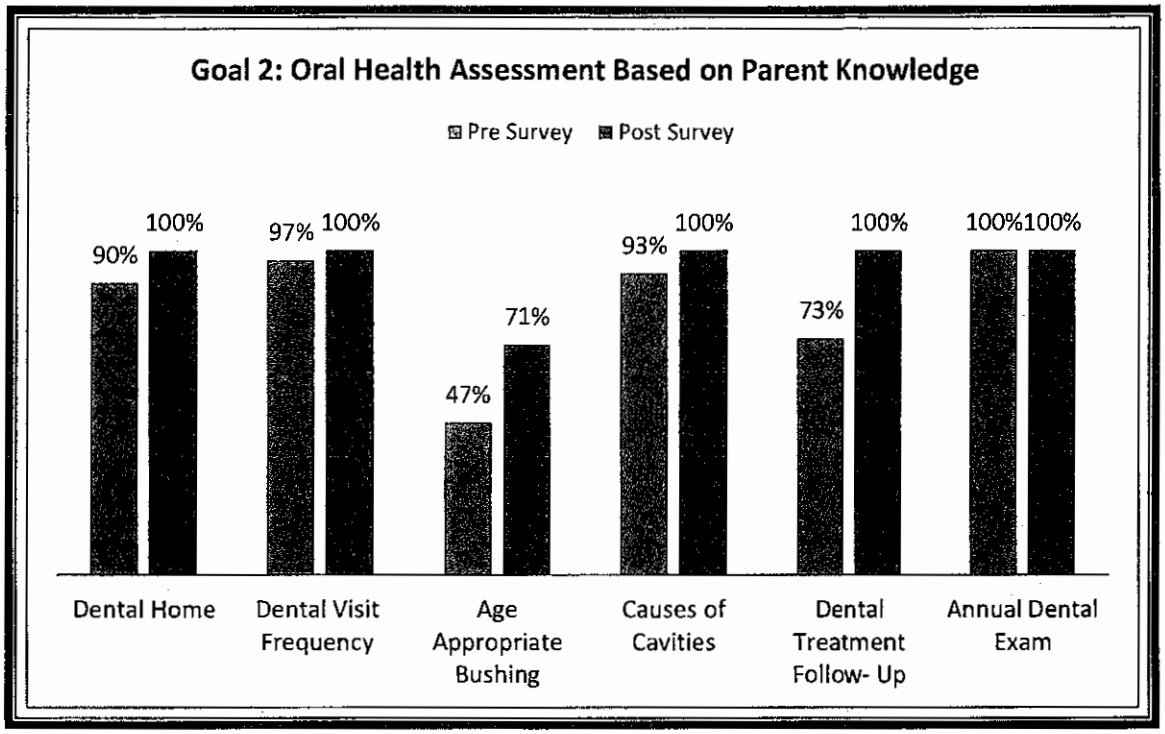
Objective: To increase the number of children who receive dental treatment. Sixty percent of children with dental needs will receive services as measured by child health outcomes by the fourth quarter Program Year (PY2017).

Outcomes:

- Dental treatment needs will decrease.
- Dental treatment compliance will increase.
- Staff and families knowledge of the importance of oral health and its impact on learning will increase.

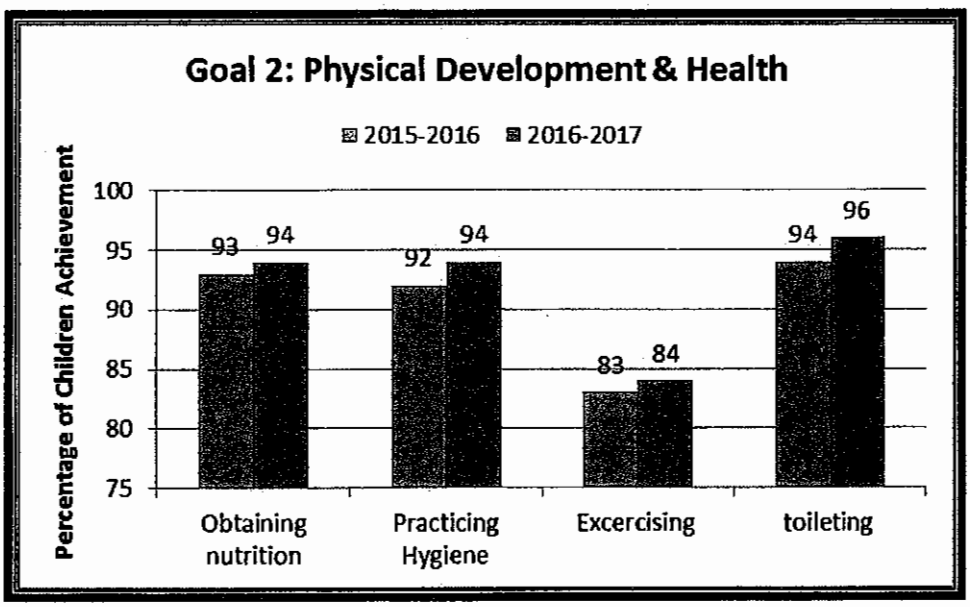
In order to identify the knowledge parents/guardians had about dental care, staff conducted pre- and post-assessments during the fall and spring. Head Start nurses conducted 24 Oral Health workshops based on the pre-survey results, which included areas of limited knowledge related to dental care. The data of the pre- and post-assessments were aggregated and analyzed for comparison. The findings indicated an increase of knowledge related to oral health across all Head Start centers.

The graph below illustrates the improvement of parent knowledge related to oral health, through pre- and post- assessments and its impact on learning:



The Health Services staff revised the Dental Action Plan form in January 2017. The form is to be used as a connection for parents to bring into perspective the children's dental need. As a result of implementing the dental form, face-to-face contact occurred, parents were assisted with scheduling appointment and follow-up, therefore more children received and completed dental treatment. One of the challenges was locating pediatric dentists that accept insurance of Head Start families.

The child assessment data shows children are demonstrating improvements in personal hygiene and self-care, which includes information and skills that help them select more nutritious food and leads to healthy eating habits, as noted in the graph below.



Goal #3: Orange County Head Start will be a learning organization that builds the capacity, capability, and competency of key staff to enhance service delivery.

Objective: To institute a professional development program that will ensure compliance with regulatory and programmatic requirements by the fourth quarter Program Year (PY2017).

Outcomes:

- Higher qualified and competent staff.
- Staff will pursue higher education.
- Decrease the number of threats to non-compliance.

The Training and technical assistance needs for staff were identified through ongoing monitoring and oversight. Meeting the development needs of staff will result in higher quality educational instruction, enhance children's learning and improve school readiness. The program sought to re-establish its professional development program this year starting with staffs' fundamental understanding of how integration of comprehensive child development and family engagement lead to school readiness for children. All staff received Foundations of School Readiness training during the beginning of the year. After each assessment period for child outcomes, staff received the results of the program's progress toward

meeting expected child outcomes. Professional development will ensure children receive the highest quality child development services. Staff has completed an average of 28 hours of relevant training that has been found to be effective and have a positive impact on program outcomes.

All teachers (84 classrooms) meet the degree/credential requirements of Associate Arts or higher in Early Childhood Education or related fields. More than 78% of teachers have Bachelor or Master degrees in Early Childhood Education or related fields. Over 25% of teachers are pursuing higher education in ECE, which will increase their self-confidence, improve their understanding of child development and age-appropriate curricula. Institutions of higher education expose students to current early learning theories, innovative instructional strategies and best practices. Thus, teachers attending colleges or universities will apply what they have learned in the Head Start classroom. Highly educated, credentialed, professionals will enhance children's learning through better instruction and help children attain the critical preschool skills for achieve academic success in kindergarten.

The new performance standards require a research-based, coordinated coaching strategy for education staff. The program has implemented the *Practice Based Coaching* as its professional development strategy for teaching staff, which will ensure compliance with performance standards.

OCHS has seven staff who received *Practice Base Coaching* Training and one staff who attended the Teachers Learning and Collaboration Training. To date, the program has designated two teachers to mentor coaches who have one coachee each. The Practice Base Coaches were selected based on their qualifications and professional recommendations. Their level of job knowledge makes them highly qualified to complete the required duties and trainings related to curriculum implementation, team work, classroom management, and CLASS. The coaches provide mentoring and support to their peers to support effective teaching practices. They provide children and families with warm and nurturing learning environments that support social, intellectual, physical, and emotional development. For the next school year 2017-2018,

OCHS will add two new Mentor Coach Positions. The overall function of the mentor coaches is to give intensive coaching to staff in alignment with the program school readiness goals, curricula, and other approaches to professional development.

OCHS has developed an environment that is cultivated through continuous training opportunities for all services areas. Opportunities that promote higher learning include the PFCE Training Institute, which meets two times monthly to provide training for the Family Services staff and once a month to train Site Managers. The Education Planning Committee is a group of educational staff and parents who works to improve the operation and educational services offered to the Head Start children and their families. This committee meets quarterly to review the progress of school readiness plan, curriculum and its implementation, as well as research innovative and best practices in early childhood education. Committee members are dedicated to train others in their respective areas of expertise, provide information, ideas, and research to improve operations. In addition, they are willing to pilot projects in the classrooms and work in addition to their normally assigned duties within the scope of the committee.

The PFCE unit provided Family Services staff with the following trainings: ERSEA Final Rule, ChildPlus, Relationship Based Competencies, *Abriendo Puertas/Opening Doors*, *Getting Ahead*, New Performance Standards, Fatherhood, Goal Setting, Transition, Engage families on School Readiness, *For me, for You, For Later, Incredible Years*, Community Partnership Building, and Job Partnership Training. As a result of these trainings staff became more equipped to facilitate trainings that support needs and goals of families.

Although 23 out of 24 Family Services Staff have bachelor's degrees, they continue to struggle with consistent follow up and documentation related to family progress. This could be attributed to high caseloads, need for additional staff, and additional case management training. OCHS plans to provide support to Family Services staff to assist with timely documentation and follow up. The staff will attend the University of Central Florida Case Management Academy training during Year 3 to enhance Family

Services staff's case management skills. In addition, PFCE plans to revise procedures and the Family Needs Assessment with the Family Goal Setting process.

In the program's quest to become a data driven organization, OCHS has provided training related to the continuous improvement process to middle management supervisors, coordinators, center managers, and family service workers. The training consisted of 3 hours trainings, which was held on three separate days, that provided information on using a continuous improvement model, using data for internal program improvement, and sharing data with staff, parents, and stakeholders. The program is still in process of aligning the standard operation procedures with new record keeping formats and processes and establishing a revised reporting structure. The PFCE unit continues to work towards improvements in qualitative and quantitative methods for reporting family outcomes within the unit. The program overall is working towards revising record keeping and reporting formats. The training and other efforts have helped the program work towards higher outcomes in the various service areas of child development, health, mental health, disabilities, nutrition, and family engagement.

The Nutrition Unit provided trainings will improve health/nutrition and awareness among Head Start children and families. A plan was developed following: "I am moving and Learning curriculum", which was used in the lesson plans for teachers to improve children physical activity, at every transition period (i.e. music, body movement). Teachers were trained on physical fitness and healthy eating habits to benefit themselves and children. The Nemours, *Healthy Habits for Life* was implemented into the lesson plans.

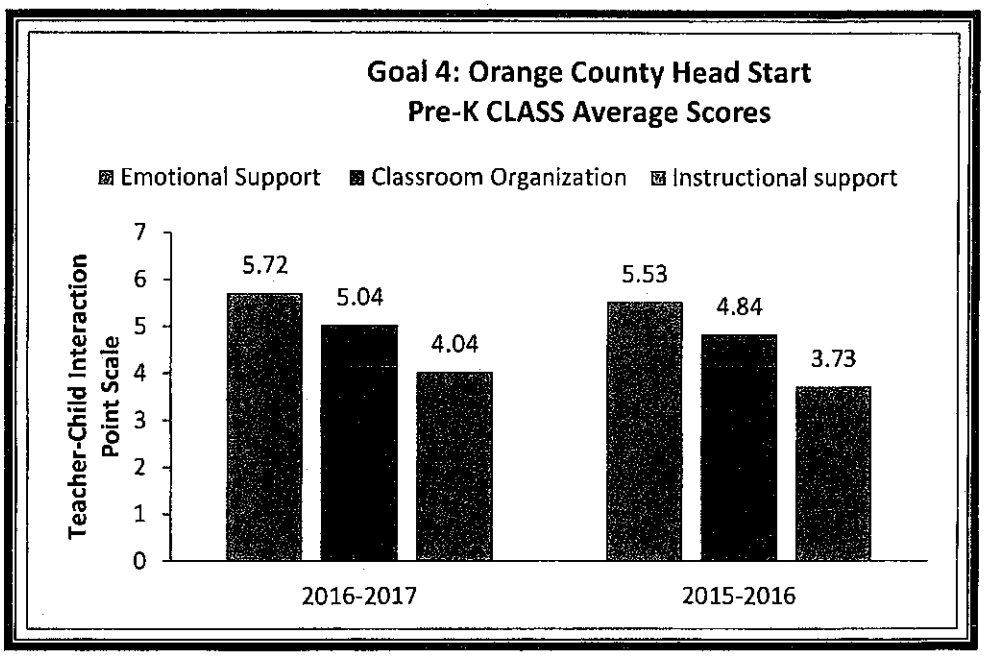
Goal #4: Orange County Head Start will be an organization of continuous quality improvement, aspiring for high performance through the establishment of a learning culture which utilizes data to examine all levels of the organization.

Objective: To enhance the program's capacity to measure program outcomes and make proactive programmatic decisions by the fourth Program Year (PY2017).

Outcomes:
Higher quality service delivery.
Increased staff performance and productivity.
Higher program outcomes.
Higher CLASS scores.

The success of children is attributed to several organizational factors that include: initiatives for higher staff qualifications and credentials, training and technical assistance, ongoing monitoring, CLASS observations, regular scheduled meetings with key staff and stakeholders, implementation of research and evidence based curriculum, and PFCE initiatives such as *Abriendo Puertas, Getting Ahead, and Incredible Years.*

Staff training has led to higher achievement in domains of learning and development, thereby increasing CLASS scores. The 2016-2017 CLASS scores showed a slight increase in all domains, compared to last year 2015-2016 CLASS scores. (See graph below). OCHS has its own National Certified CLASS Trainer, which allowed the program to train and establish 25-30 CLASS Reliable Observers on a continuous basis. Presently, OCHS has 29 reliable observers, which focuses on the effectiveness of classroom interactions between teachers and children in the following domain areas: Emotional Support, Classroom Organization, and Instructional Support. The increase is also attributed to the trainings and meetings such as: CLASS Improvement Planning Sessions, Making the Most of Classroom Interactions, Concept Development, and The Importance of Child Observations.



In the area of Health, the overall percentage of health requirements completed for all 22 sites was 92%. The percentage completed for each health requirements were as follows: Physical: 98%;Dental: 90% and Lead: 88%.

The Childhood Health and Developmental Services Unit (Disabilities, Medical, Dental, Mental Health and Nutrition) offered high quality service delivery to staff and families. Forty-two percent (42%) of the children that were identified with nutritional needs related to their BMI, as over/underweight or obese improved their growth assessment. Twenty-nine percent (29%) of the children remained the same, with no changes or adverse impact to their growth. For the remaining children, Nutrition Coordinators continued working with children to improve their growth assessment through counseling with dietitians from the FL WIC program.

The Nutrition Coordinators implemented new activities for children to have on hand healthy eating snacks. During National Nutrition Month in March, a week of physical activities and healthy eating habits was implemented for the children. During meeting presentations parents were given information about Healthy

Eating, low sodium, low sugar, low fat, the importance of drinking water, and Nemours-5-2-1-0, which recommends to eat at least 5 fresh fruits and vegetables every day; keep screen time to 2 hours or less; get 1 hour or more of physical activity daily; and drink 0 sugar-sweetened drinks; replace soda pop, sports drinks and even 100% fruit juice with milk or water.

OCHS partnered with OC Cooperative Extension to offer *"Cooking Matters"* at parents meeting, which taught parents how to spend money on a budget and how to incorporate heathier foods into their daily routine of cooking. Nutrition counseling was offered to parents for children who needed to improve their BMI. If counseling was accepted they were referred to WIC. Nemours provided tools and assistance for centers to grow a garden. This helped children to understand the importance of growing and eating fresh produce.

The outcomes related to the health of children include: Forty two percent (42%) of the children that were identified with nutritional needs related to their BMI, as over/underweight or obese improved their growth assessment. Twenty-nine percent (29%) of the children remained the same, with no changes or adverse impact to their growth. For the remaining children, Nutrition Coordinators continued working with children to improve their growth assessment through nutrition counseling through the FL WIC Program.

In the beginning of the school year a total of 473 children were identified as being under weight, overweight, or obese. Due to the provision of healthy meals, educational and physical fitness activities, and nutritional counseling services provided to parents. The Nutrition Services Area staff were able to make an impact in the children's life by either reducing/increasing their BMI to a healthy weight.

The chart below shows 473 children who were identified at the beginning of the school year and the how they improved at the end of the year. The data was retrieved from ChildPlus.

	Underweight	Overweight	Obese
# Children identified at beginning of school year	130	169	174
# Children who increased their BMI percentage to a healthy weight	55	70	71
# Children who did not change their BMI percentage impacting their growth	48	43	46
# Children who did not improve their BMI percentage	27	56	57

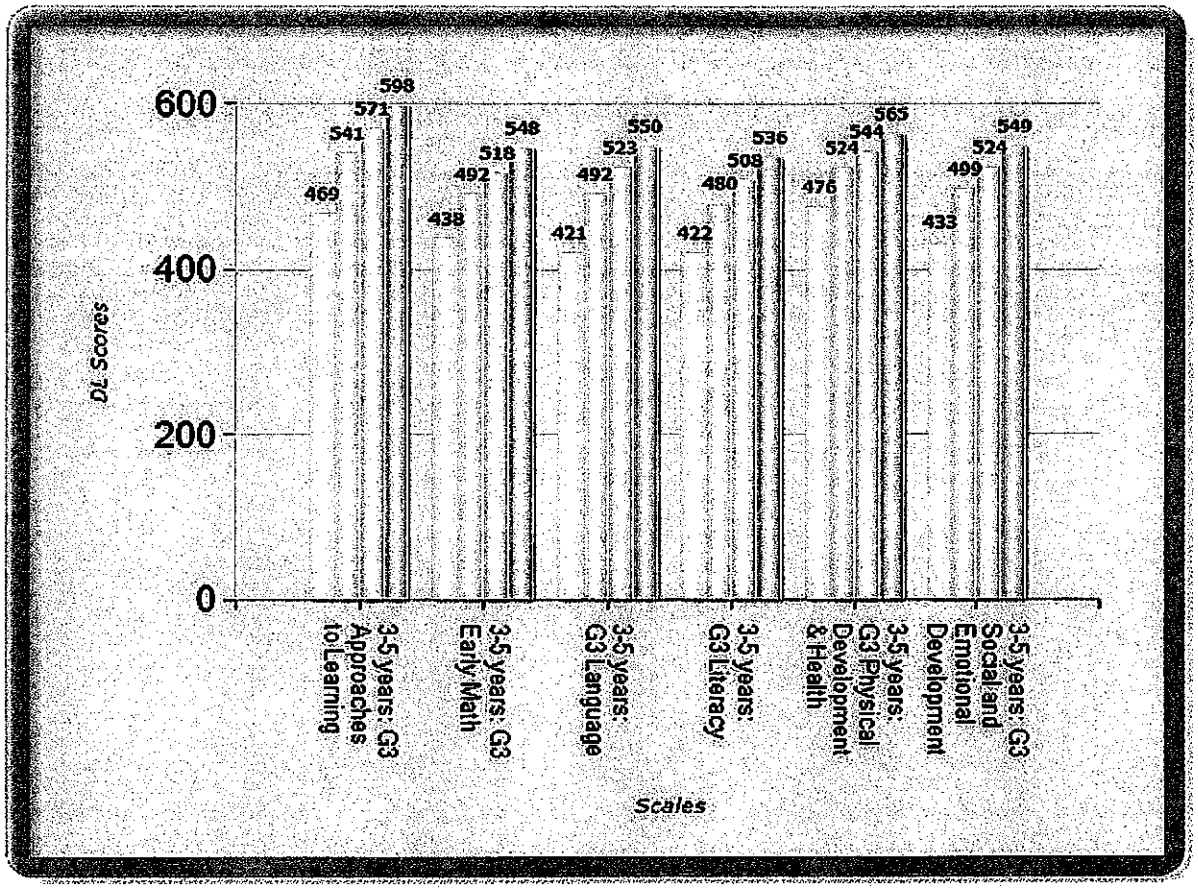
To ensure the Childhood Health & Developmental Services Unit (Disabilities, Medical, Dental, Mental Health, and Nutrition Service Areas) was offering high quality service delivery, each area conducted trainings for staff and families, completed referrals, and provided direct services to children to meet their health needs.

The Disabilities and Mental Health Team provided training for all teaching staff during pre-service on "Making appropriate referrals", "Conducting quality screenings" and "Transition." The initial monitoring in January 2017 indicated only 50% of teachers were able to articulate the goals on the children's IEPs and provide individualization. Staff provided training to all teaching staff in March 2017 on how to individualize for students with Individual Education plans. In addition, staff provided training on working with children with special needs to include challenging behaviors.

As a result, the program experienced an improvement in the monitoring of each classroom related to the articulation of children's goals and daily individualization. The second monitoring report, May of 2017, reflected that 91% of teachers were able to articulate the goals on the children's IEPs. This reflects increased staff performance and productivity as well as higher quality service delivery to our children.

OCHS's relationship with Orange County Public Schools, the Local Education Agency (LEA), facilitates referrals, evaluations, and service delivery to Head Start students. One hundred twenty eight (128) students began the program year with an IEP. An additional 98 students were diagnosed and received IEPs during the program year, exceeding the mandate by 5%. The primary diagnoses of Head Start students included: Developmentally Delayed (181), Speech or Language Impaired (37), Autism (7) and Hearing Impaired (1). The following graph shows the Outcomes Analysis report for all children with an IEP in the five essential domains.

The graph indicates an average growth of 114.66 points in all areas combined. These scores represent higher program outcomes.



For the past year, Family Services staff has worked closely with a ChildPlus consultant to redesign the system to accurately capture data on Head Start families. Staff has been trained on the new process and information is more accessible to all service areas. The training provided equipped staff to document more consistently and to monitor the goal achievement/progress of their families and to measure outcomes. This process also includes obtaining electronic signatures and eliminating paper documents.

In the area of Administration, which includes finance, contracts, and management, Finance offered several trainings related to finance, contracts, and management and the interpretation and guidelines for OMB's new "Super Circular" 2 CFR Part 200. These trainings provided high quality service and improved

staff performance. In addition, Orange County Government has participated in trainings and implemented new procedures related to the new guidelines for procurement. Checklists have been created to submit with Purchase Orders, both to determine Subrecipient/Contractor Status and to include contract provisions. Orange County Head Start has created and updated its internal policies and procedures to streamline rules governing the allocation of funds. Additional training will be provided to share the processes at all levels of staff to ensure compliance for accountability.

Goal #5: Orange County Head Start will enhance its relationships with partners in the community to improve access to services for families.

Objective: To strengthen the connection with families to a variety of community partners and services as measured by the program's tracking system. The number of community partnerships will increase by 5% by the fourth quarter Program Year (PY) 2017 and 5% each subsequent year.

Outcomes:

- Family will have greater access to services while their child is in Head Start.
- Families will be able to connect with community services on their own.

OCHS currently has 37 formal collaborative agreements, thereby exceeding its objective to increase partnerships by 5% by the end PY 2017. OCHS also submitted letters of support for grants that benefit Head Start children. The letters of support included: Orlando Science Center, Nemours, and University of Central Florida. The highest needs of families are related to Family Well-Being which includes financial security, employment, and housing. OCHS has developed partnership agreements with Urban League of Central Florida and Fifth Third Bank to address these concerns.

Fifth Third Bank's "Empower U" is a significant financial education program conducted by a dedicated team of leading experts that leverage trusted local resources and proven step-by-step methods to

equip staff and families with the tools necessary to make rewarding and sound fiscal decisions. The program was designed to empower individuals with a wealth of industry knowledge, best practices, and fundamental skills required to better manage their own finances. The *Empower U* Education Series is a thirteen (13) week course that includes various topics related to financial literacy.

Currently, Head Start and Orange County Community Action have developed a joint partnership by facilitating the *Getting Ahead in a Just-Gettin'-By World*, which is a 45-hour research-based curriculum. The curriculum is designed to help economically challenged individuals build their resources to create a prosperous life for their families and communities. This partnership has yielded positive outcomes for Head Start families related to employment, rebuilding healthy marriages, and enrollment in higher education/vocational training. Nineteen (19) parents graduated from the *Getting Ahead in Just-Getting'By World* in May 2017. During the current year 19 parents graduated from the 1st class of Getting Ahead. Also, the *PNC Grow Up Great Grant For Me, For You, For Later* was completed this year. In the current year 25 families completed the workshop.

OCHS continues to enhance services provided to children and families through continued partnerships with community organizations such as: Jobs Partnership of Orlando-Pre Employment and Life Skills training; Early Head Start-services for families who have children from 0-3; and New Moves-permanent housing for homeless families. Families continue to connect with community services on their own.

Although OCHS and University of Central Florida has an existing partnership, it was expanded this school year to include interns working on a Bachelors of Education in Early Childhood Education. Orange County Head Start also participated on a High Needs population Special Interest group that dealt with innovative ways to provide services to children and families in Orange County.

During the past three years, Orange County Head Start has partnered with PNC Bank/*Grow – Up Great Program,* Dr. Phillips Center for the Performing Arts, and Orlando Science Center. These partnerships allow the program to expose Head Start children to educational activities where science, technology, engineering and mathematics concepts are applied. Project W.O.W. (World of Wonder) established learning objectives which combined science with the performing arts. The project was implemented at Washington Shores at the Hope Head Start Center, where a total of 105 preschool children were able to interact and connect educational activities with real-world lessons. Each year there has been an increase in the children's developmental level scores in the nature and science domain. The children's natural curiosity about the world allowed them to develop their scientific inquiry skills, which will in turn produce a future generation of higher level thinkers, explorers, and scientists.

The partnership with Orlando Science Center Project WOW was so successful that Orlando Science Center was awarded two new grants and will implement the grants in Head Start, its beneficiary. The Orlando Magic Youth Foundation and Boeing Company for the 2017-2018 School Year. The Boeing grant focuses on Science, STEM, mathematics, and coding. It will provide five teacher professional development workshops, a family engagement science night for children and parents, six in-classroom modeling workshops, and family take home kits. Similarly, the Orlando Magic grant also focuses on Science and STEM providing 18 in-classroom modeling workshops, a celebration science night at the Orlando Science Center, and family take home kits. The implementation will focus on the whole child incorporating project-based learning and the inquiry method. Through the project-based approach, children will learn to apply subject matter to real world problems relevant to their age and community. Teachers will use effective questioning and facilitation of thoughtful dialogue that will guide children through the scientific inquiry and the engineering design process. Children will gain proficiency in these domains through repeated exposure and repetition.

OCHS, in partnership with the Nemours National Early Care and Education Learning Collaborative and the University of Florida/Cooperative Extension Program, established vegetable school gardens for all centers and were assigned master gardeners for all Head Start centers. The vegetable garden curriculum provided opportunities for Head Start children to interact with the environment by observing, discovering, experimenting, nurturing, and learning how vegetables grow. These gardens encouraged children to consume more vegetables, increase parent engagement and support, and improve children's enthusiasm about school. The master gardeners visited Head Start classrooms once a month for training and technical assistance for the children and teachers to sustain successful gardens for this school year.

In addition OCHS's long-term successful collaboration with the LEA, the program continues to see families have greater access to services. A dedicated evaluation team has been assigned to OCHS to complete evaluations at the Head Start centers, thus eliminating transportation barriers for families to accessing services. Although a new partnership was not developed OCHS strengthen its relationship with the Florida Head Start Association by presenting at the FHSA Conference.

The Disabilities team co-presented with the LEA partner to provide training at the 2017 Florida Head Start Association Conference. The session was titled: "Successful LEA Partnerships." Participants were able to gain knowledge in: establishing a more effective partnership with your Local Education Agency (LEA); securing timely evaluations for Head Start students; improving coordination of services for children with Individual Educational Plans (IEPs); reaching 10% mandate; and developing strategies to ensure smooth transitions into Head Start and to Kindergarten.

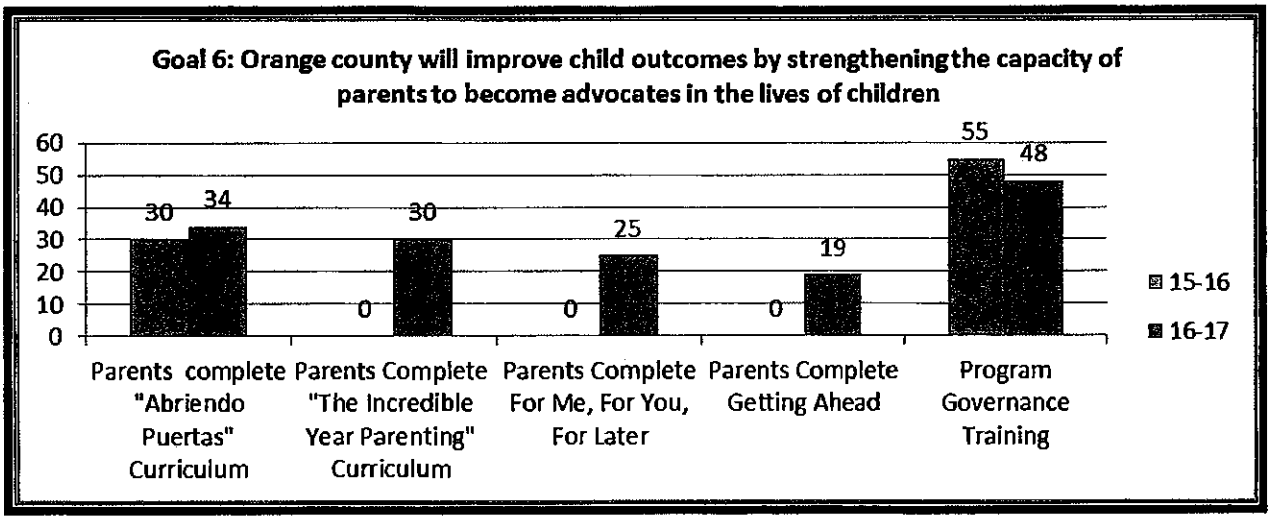
Goal #6: Orange County will improve child outcomes by strengthening the capacity of parents to become advocates in the lives of their children.

Objective: To institute a program to support the successful transition of families migrating to Orange County.

Outcomes:

- Acculturated families.
- Higher outcomes in family well-being.
- Higher number of parents in leadership/advocacy roles.
- Higher child outcomes in social and emotional development.

OCHS met this objective as more families completed programs that promoted Families as Advocates and Leaders. OCHS staff conducted a series of trainings to include: *Abriendo Puertas/Open Doors, Incredible Years, For Me, For You, For Later, Getting Ahead*, and Program Governance. (See graph below)



OCHS continues to support and help the Hispanic population to become advocates in the lives of their children. In the current year, five (5) sites were identified with the highest concentration of Hispanic families. Seven (7) parents served as mentors to provide training to parents in conjunction with staff. As a result, 34 families completed the *Abriendo Puertas/Open Doors* Parenting Curriculum.

OCHS has also experienced an increase in parent in leadership and advocacy roles in a variety of committees to include: Participation in PFCE Advisory Committee, School Readiness Committee, Fatherhood Committee, Mommy Moments-Parent Committees, and Program Governance training. Also, OCHS's Policy Council Chairperson served on the Community Action Board and the Policy Council Vice Chairperson served on the Florida Head Start Association committee, and member of the Executive Board.

In addition, as a result of parent trainings and case management, families are excelling in areas of Family Well-being, to include obtaining housing, transportation, and financial security. OCHS will continue to provide a variety of opportunities for families so they may develop advocacy and leadership skills.

The Disabilities and Mental Health team piloted a conference to strengthen the capacity of parents to become advocates for their children with disabilities entitled, "Encouraging, Educating and Empowering Families of Children with Special Needs." The training topics included: Parent Rights/Responsibilities/Advocacy and What to Expect in Kindergarten; Positive Behavior-Management at Home and School; Enhancing School Readiness through Parent-Child Reading; and Speech and Language Skill Building. Twenty-five (25) parents attended the training and the pre and post tests indicated that parents gained knowledge in all topics increasing their ability to advocate for their children.

Goal #7: Orange County Head Start families will be striving toward self-sufficiency and career development.

Objective: To assist single parent females obtain employment, job training, and career development that will lead to self-sufficient families and school ready children.

Outcomes:

- Increased number of parents with a High School diploma or equivalent.
- Increased number of employed parents.
- Increased number of parents enrolled in school or job training.
- Increased number with a career development plan.

Orange County Head Start had an increase in the number of families that received a high school diploma or equivalent during the 2017-2016 program years. Although significant efforts were made to achieve goal 7, such as enrollment in pre-employment training, access to computer training, vocational training, and local and state career develop training programs; the program continues to face challenges in working with families to obtain employment that provides salaries needed for them to reach self-sufficiency.

The table below displays a slight decrease in the number of families who reported that they were working upon enrollment, decrease in families enrolled in school and/or job training as well as decrease in families who reported having a career development plan. Orange County will continue to encourage families to seek education, training and employment that are conducive to them making progress towards achieving self-sufficiency and career development.

Goal 7: Orange County Head Start families will be striving toward self-sufficiency and career development	15-16	16-17
• Increased number of parents with a High School diploma or equivalent.	12	15
• Increased number of employed parents.	1040	997
• Increased number of parents enrolled in school or job training.	263	182
• Increased number with a career development plan.	41	26

Goal #8: Orange County Head Start will assist families improve their financial wellness.

Objective: To establish a financial wellness program for families to meet the following: (a) fosters community collaborations with financial institutions (b) fosters parent engagement in financial education opportunities, and (c) eliminates barriers to more affordable and safer housing.

Outcomes:

- Increased partnerships with financial institutions.
- Increase in families' knowledge of financial basics, relationships with financial institutions, and credit counseling agencies.
- Increase financial independence of homeless families.
- Increased access to better housing.

OCHS has worked fervently towards creating a culture of financial wellness. Staff and families were provided opportunities to increase their knowledge of financial literacy through presentations provided by the following: Fifth Third Bank, BB&T Bank, and Credit Counselors of Central Florida. *The Empower U Financial Empowerment Program,* sponsored by Fifth Third Bank, was established as a financial wellness program for OCHS.

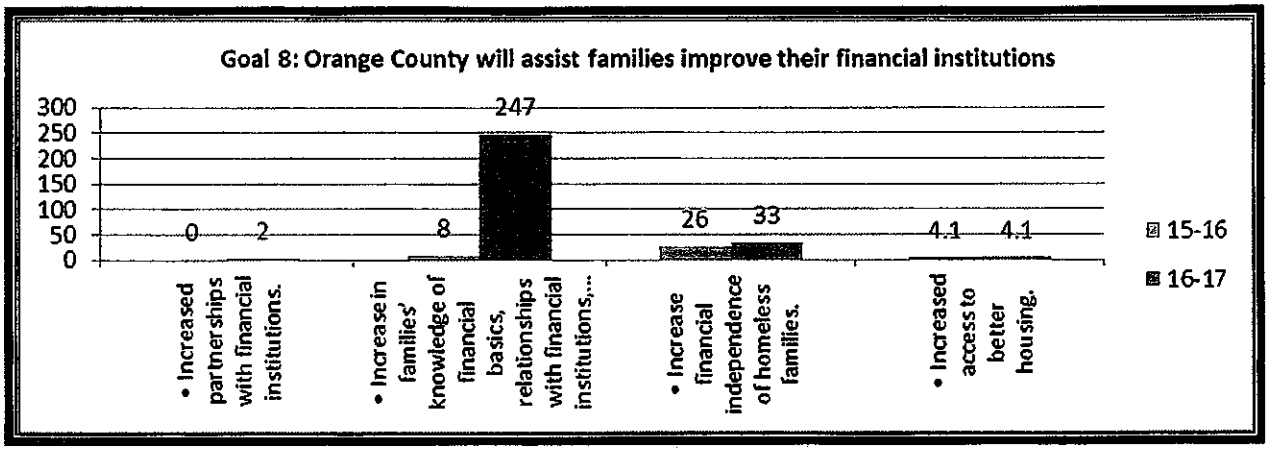
In the classroom, the *For Me, For You, For Later: First Steps to Spending, Sharing, and Saving*- sponsored by PNC *Grow Up Great,* in partnership with Sesame Street, is a four (4) week financial literacy workshop. During 2016-17, the workshop was offered at five 5 sites: Lila Mitchell, Maxey, Grand Ave, and Callahan and Orlando Tech Head Start.

Another initiative towards financial literacy is the Consumer Financial Protection Bureau (CFPB) "Your Money, Your Goals" program. The CFPB selected OCHS as the only organization in Florida as a grant recipient to receive materials and onsite training for this specialized financial literacy program. In July 2017, all Family Social Workers will be provided materials for the program and trained on how to implement the program during family visitations. In addition, the Executive Policy Council will be trained to become program advocates within their respective communities.

The "Your Money, Your goals" toolkit will help parents with spending decisions that can help the families reach their financial goals. The tool kit, provided by the CFPB, will also teach parents how to obtain credit reports, repair credit scores, budget tracking, and making financial decisions. The Family Service Workers (FSW) role will be to act as financial companions and bring the topic of money into conversations with families.

The CFPB designed this program to facilitate one-on-one conversations in the home. There is additional support online on the CFPB's website. This program will help OCHS to achieve its financial literacy goals by offering another resource to share with families during home visits.

The graph below illustrates that as the County increased its partnerships with financial institutions, families (including homeless) received information regarding financial literacy, credit counseling, and referrals to affordable housing, which helped them improve financial independence and break the cycle of poverty. To date, about 247 families received financial asset building services such as: H & R Block's Earned Income Tax Credit, Financial Literacy, and Credit Counseling.



3. Discuss progress toward broad Program Impacts-i.e. at the conclusion of the five year grant period, what difference will your program have made for children, families and the community?

OCHS has made progress on program impact areas as it relates to children, families, and the community. During the 2016-17, a total of 1,726 children have been served. Of a total 21,286 children living in poverty that are 0-4 years old in Orange County, 8% have been served. The children's participation in the Head Start program has helped change their lives in becoming school ready for kindergarten and has

allowed their parents access to needed services and receive supports to better their lives and to affect their community.

Child Impacts

In terms of progress the children have made towards school readiness, 810 four years old have been served and attained 82% of needed school readiness skills for kindergarten. Their increased skills in the five essential domains will help them be ready for kindergarten. Children have demonstrated high proficiency in approaches to learning gaining 92% of expected skill identified to contribute to school readiness. The other four domains have shown gains with the lowest gains of 79% in cognition and general knowledge. Orange County Head Start has helped the 801 children be more confident and knowledgeable for success in kindergarten.

In Health Services approximately 1,726 children have had an impact in their health care with 90% receiving annual preventative care. This has helped to address health concerns and maintain immunization timelines. With the exception of 29% of the 423 that did not improve, children that were identified to have unhealthy weight have stayed the same or made improvements. In oral health, over 250 children were identified to need dental treatment of which 30% have received treatment. Approximately 102 children with disabilities have been supported to receive an IEP and specialized services. Overall, 226 children have an IEP and have made advancement in their general development. Participation in Head Start has helped these children learn more about life-long healthy practices and receive timely health care.

Family Impacts

During 2016-17 approximately 1,615 families were served. Of those families, 73% were single parent families. Seventy six percent (76%) of all families received educational or community social services. Sixty two (62) parents have completed some level of training or education to increase their employability

skills. In regards to the engagement of fathers/males, 413 fathers/males have been engaged in the program's family and child development activities that support their children's school readiness. In support of the growing Hispanic/Latino families migrating to Central Florida, OCHS has successfully implemented *Abriendo Puertas/Opening Doors* program, which seeks to support parent leadership and advocacy for their children, for the second year. A total of 64 families have graduated from the program in the last 2 years. In addition, six (6) parents have become train-the-trainers and have presented the training sessions to their peers.

Another program that has helped families is *Getting Ahead in a Just-Getting-By World: Building Your Resources for a Better Life*, a 15 week training series designed to build economic stability. Twenty-five (25) parents were recruited to participate in the training series. Of the total participants, 19 participants completed all 15 weeks of the training sessions. These parents are making strides to improve self-awareness, advance their career, and achieve financial independence. For the program's graduates, the next step will be for them to participate in the *Staying Ahead,* a joint collaboration between OCHS and Orange County Community Action.

For Me, For You, For Later: First Steps to Spending, Sharing, and Saving provided by PNC *Grow Up Great* in partnership with Sesame Street, a 4 week financial literacy workshop was offered in the classroom. During 2016-17, the workshop was offered at five (5) sites: Lila Mitchell, Maxey, Grand Avenue, Callahan, and Orlando Tech Head Start, with a total of 42 parents participating. This financial asset building program allows parents to teach their children about saving and using money. The increased financial skills will help these families and their children to be more knowledgeable about the use of money.

Community Impacts

OCHS has increased new partnerships with community providers. These new partnerships have allowed families to access needed services with our support. The receipt of community, social, financial, educational, and employability services allow families to change their communities as more self-reliant members. The committed services of OCHS has helped change participating families ability to secure high quality and comprehensive early childhood education for their children while accessing needed services that improve their quality of life and their community.

4. If applicable, list any additions, deletions, or revisions to your program's School Readiness Goals that have occurred since last year's application. Include information on how parents and the governing body were involved in changes. If no changes have occurred, include a sentence to that effect.

There have been no changes to the program's School Readiness Goals since last year's application.

Sub-section B. Service Delivery

In this section, discuss any updates to your plans to meet the need for comprehensive child development services for Head Start and/or Early Head Start eligible children and families in the following categories. For each category, if no updates or changes have occurred, include a sentence to that effect. See Requirements for Baseline Application above for additional detail on each category.

1. **Needs of Children and Families:**

a. **The estimated number of eligible children under five years of age and pregnant women by geographic location, and estimated number of children needing full day & full year care;**

There were no significant changes .

b. **Data regarding the education, health, nutrition, social services, child care, and other service needs of proposed children, families and pregnant women.**

There were no significant changes.

c. **The needs of children with disabilities; dual language learners; homeless children; children involved in the child welfare system and receiving foster care; working families; and pregnant women, if applicable.**

There were no significant changes.

2. a. Service Area- OCHS does not have any delegate agencies.

3. Refer to HSFES tabs for proposed funded enrollment and program options.

4. Centers and Facilities

a. OCHS anticipates a major relocation plan that will close four sites and open four sites, during the summer of FY 2017. Although, the OCHS relocation plan will be extensive, the Head Start centers will be geographically located in areas with the highest number of children living in poverty, based on data from the 2016 Community Assessment.

The four sites closing are: Grand Avenue, Orlando Tech, Tangelo Park and Washington Shores at the Hope. Grand Avenue, Orlando Tech, and Tangelo Park are located on a public school campus, and Washington Shores at the Hope is a leased site.

Orlando Tech is considered a laboratory school used as a training classroom for adult learners enrolled in an Early Childhood Apprenticeship program in Orange County Public Schools (OCPS). Unfortunately, due to scheduling at the school, the program will no longer exist. Grand Avenue Primary Learning Center will no longer operate because OCPS will open a K-8 school during the 2017-2018 school year which will also house an early childhood program for children ages 2 to 4. The Community Assessment did not show a significant growth in this geographical area so closing Orlando Tech & Grand Avenue (a total of 3 classrooms) will not leave children living in poverty under served. The three classrooms that will remain

in the service area operated by OCHS and 10 classrooms operated by OCPS will be sufficient for children from economically challenged families to receive services.

Although, the Tangelo Park area has a significant number of children living in poverty, according to the Community Assessment, OCHS decided to close the two classrooms located in Tangelo Park, which is primarily due to the growing number of Family Home Childcare sites sponsored by the Harry Rosen Foundation. The ten (10) Family Home Childcare sites are a better fit for Head Start eligible families residing in the community, as most of the families are employed in shift work. Maintaining enrollment of children that actually reside in the Tangelo community has become increasingly difficult.

Washington Shores at The Hope, a leased site, is closing as the Lessor has declined to renew the existing lease at the current location. Head Start children will be relocated to another property owned by the same Lessor. OCHS plans to open four new sites in response to the four sites closing. The four new sites include: Washington Shores Elementary, Frontline Outreach Center, McCoy Elementary and Three Points Elementary. McCoy Elementary and Three Points will provide four additional classrooms to the south eastern portion of the county, which as of 2016 experienced an increase of 15.4% in the Hispanic and Latino community that could benefit from comprehensive services offered by Head Start. The Frontline Outreach and Washington Shores Elementary Head Start centers are both in the same demographic area as Washington Shores at the Hope and will ensure children from the area will not go without services. During the 2017-18 School Year, Dover Shores Head Start children will be relocated to the old Engelwood Head Start, while Englewood Elementary Head Start will be located in the new site. Dover Shores will be under construction, and return to the original location 2018-2019.

The County owned buildings and leased facilities meet all local and state fire and building codes, local laws, regulations and state child care license requirements. Twelve (12) of the Head Start sites are licensed child care facilities, which meet state and local licensing requirements. In Florida, school child care

facilities are exempt from state licensing requirements. Head Start Centers' staff conducts daily Health & Safety Checklist and Service Areas' staff monitors the sites on a quarterly basis. In addition, Monitoring and Evaluation Coordinators, which are certified playground inspectors, conduct on-site safety inspections.

5. **Recruitment and Selection**

OCHS will continue to follow its recruitment plan to serve the most vulnerable children with the greatest needs in accordance with the 2016 Community Assessment. Selection criteria will be updated according to community assessment and federal regulations. Priority for selection will be provided to homeless children, foster children, children with disabilities, single parents, families at risk and children with health and nutrition conditions. Selection criteria for 2017-18 updated the amount of points from 300 to 500 homeless and foster children to ensure that they receive priority ranking conducive to categorically eligible status.

6. Transportation. Orange County Head Start does not currently provide transportation to and from school. However, transportation will be contracted to provide for full-day, full-year for a period of four (4) weeks as Orange County School sites will close for the summer and children will be served at other facilities.

7. Educational Services. There were no changes.

8. Health. There were no changes.

9. Family Services and Social Services. There are no changes since last year's application.

10. Early Head Start specific. Not applicable.

11. Transition. During Year 2, approximately 817 (49%) of enrolled Head Start children will transition to kindergarten. Staff encouraged families to register their children for kindergarten prior to the end of the 2016-

2017 school year. Staff partnered with OCPS and others (i.e. private, charter and faith-based schools) to provide information on the incoming children such as their status on the kindergarten checklist. This information will also be provided to families for a coordinated, seamless transition for their child's entrance into kindergarten. In addition, family services staff continue to provide families with resources such as: scholarships for private schools, uniform assistance, schools that require parents to volunteer, and school employment opportunities. This information will empower families to become leaders and advocates in their respective communities.

12. Coordination.

- Inclusion Project with Orange County Public Schools (OCPS)

OCHS is still in the planning stages of an Inclusion Project with Orange County Public Schools. We will continue to seek creative ways to fund this project and leverage of federal, state, and local dollars. Currently, OCHS is planning to visit another Head Start/Local Education Agency (LEA) program in the Florida, in which the project was successful.

The project goal is to enhance inclusionary opportunities for Head Start children with an Individual Education Plan (IEP). The identified children will stay in their Head Start classroom and receive itinerant support through a special education teacher with the LEA. Children will receive direct services and Head Start teachers will be given support in implementing the goals of the child's IEP. This will provide a positive inclusionary experience and will reduce the amount of time children spend transitioning between programs to allow for the optimum amount of instruction time.

Sub-section C. Approach to School Readiness

1. Updates to Approach in School Readiness, if applic7able. If no updates have occurred, include a sentence to that effect.

`a. Discuss any change in child assessment(s) used by your program since last year's application. The child's assessments have not changed since last year's application. However, there will be a change made for the 2017-2018 school year. Based on the new performance standard, OCHS has selected to implement a new developmentally appropriate, research-based screening tool to ensure reliable child assessments. The program will utilize the ACUSCREEN instrument from ATI- Galileo Pre-K Online. The new tool will screen children in four areas to include Cognitive, Perceptual-Motor, Social and Language Development. Staff reviewed this tool with the LEA to ensure the identification of children most needing referrals. The plan for implementation of the new screening tool is as follows:

- June 2017 - Disabilities and Education Management Staff to be trained by ATI- Galileo to become "Train the Trainers."
- July 2017- Teaching staff to be trained by Disabilities and Education Management Staff.
- August 2017 – Implementation of ACUSCREEN.

b. **Discuss any change in curriculum (a) used by your program since last year's application.**

There has been no change in curriculum since last year's application.

c. **Discuss any change in staff-child interaction observation tools (i.e. CLASS, HOVRS, Arnett Caregiver Interaction Scale) used by your program since last year's application.**

There has been no change in staff-child interaction observation tools since last year's application.

2. **Report on the progress of children and the program towards achieving school readiness in each of the five domains.**

(Progress reported in Goal #4, Page 14)

3. **Describe program improvements implemented in response to the analysis of child assessment and other data. Provide specific examples as appropriate.**

As a result of the analysis of child assessment and other data, this year, the program sought to focus its staff professional development program understanding the fundamentals related to how integration of comprehensive child development and family engagement leads to school readiness for children. All staff received the Foundations of School Readiness training during the beginning of the year pre-service.

Also, in efforts to support the children's learning, build and measure the effectiveness of teacher-child interactions, the program completed three CLASS Observation cycles this school year to achieve the best possible outcomes in emotional support, classroom organization and instructional support. The data from CLASS allowed the program to implement quality improvement efforts that focus explicitly on teacher-child interactions which maximize children's outcomes. After each assessment period for child outcomes, on a quarterly basis, staff received the results of our progress toward meeting expected child outcomes.

Training and technical assistance needs for staff were identified through ongoing monitoring and oversight to ensure the professional development needs of staff were met in order to continue to drive progress in child outcomes expectations. Some of the trainings implemented were: The Importance of Child Observations Notes, Individualization for Children, Attitudes toward children's behavior, Making the Most of Classroom Interaction MMCI, Concept Development, Data Progress Monitoring of Child Assessment, and Child-Plus Data Management System. The training strengthened the teacher's ability to properly assess, plan, implement, record and report children outcomes.

Sub-Section D: Parent, Family and Community Engagement

1. **In Sub-Section A, programs listed any additions, deletions, or revisions to the program Long Term Goals, Short Term Objectives, and Expected Outcomes. Did any of these changes involve program goals and/or objectives related to family outcomes? If so, describe the reasons and process for making changes. If no updates or changes have occurred, include a sentence to that effect.**

There have been no updates or changes in the PFCE goals and/or objectives.

2. **If applicable, describe any new data sources used since last year's application to support the implementation and evaluation of PFCE goals and/or objectives. If no updates or changes have occurred, include a sentence to that effect.**

There has been no new data sources implemented since last year.

3. **Describe program data related to family progress that also supports children's school readiness. Provide specific examples as appropriate.**

Orange County Head Start Family Outcomes/Family Needs Assessment was developed by the Florida PFCE Family Outcomes Workgroup sponsored by the Florida Head Start State Collaboration Office. Data obtained from the Family Outcomes Module in ChildPlus indicates gains for the seven PFCE Family Outcomes as follows:

Family Well-being	1.8
Positive Parent-Child Outcomes	0.4
Families as Lifelong Educators	0.8
Families as Learners	0.7
Family Engagement in Transitions	0.3
Family Connections to Peers and Community	0.4
Families as Advocates and Leaders	0.2

The highest PFCE Outcome or family progress/gain were related to Family Well-Being with a 1.8 overall gain for family served during the 2016-2017 program year. Research has documented that when basic needs of children and families have been met, they are more likely to thrive and achieve their goals.

Thereby, the enhancement of services to families and children are more likely to reflect a higher level of achievement related to outcomes.

A specific example is that families became more involved in their children's early childhood educational experience by logging into the Galileo Parent Center and gaining knowledge about their child's progress and implementing the at home enhancement exercises. This promoted family and child outcomes in Parents as Learners, Parents as Lifelong Educators, and Positive Parent-Child Outcomes.

4. **Describe how program progress toward PFCE goals and/or objectives is communicated to families.**

Family progress information is communicated to each family during the Family Needs Assessment (FNA) process that occurs three times per year. During the FNA process the family is provided with a Family Profile Report, which indicates progress in eighteen indicators, which are divided in the seven sections related to Parent, Family and Community Engagement Framework Outcomes. Program goals and objectives are shared with families during orientation, at parent and Policy Council meetings. The goals are also reiterated to families during the family needs assessment process.

Subsection E. Governance, Organizational and Management Structures, and Ongoing Oversight

1. **Describe changes to the roles and responsibilities of the Board and Policy Council, if applicable. If no updates or changes have occurred, include a sentence to that effect.**

   There have been no changes to the roles and responsibilities of the Board and Policy Council.

2. **Include a current organizational chart.** (Refer to Appendices)

3. **Provide updates of staff qualifications or competencies for the following groups: Head Start and Early Head Start director (s), education and child development staff, health services staff, nutrition services staff, mental health services staff, family and community partnership staff,**

parent involvement services staff, disabilities services staff, and fiscal staff. If no updates or changes have occurred, include a sentence to that effect.

No updates or changes have occurred.

4. **Describe changes to management systems for planning, communications, record-keeping and reporting, ongoing monitoring, and self-assessment. Include a summary of the results of the most recent self-assessment and the improvement plan addressing the issues, action steps, person (s) responsible, and timeframe for planned or completed corrective action.**

There a few changes in the way that we use data, organize it, and share it. The program has invested in a database consultant to help reorganize family and health services information. The reorganization of the database is intended to facilitate the documentation process of our efforts and the impact it has on the family and child's life, as well as to create a more transparent, integrated, and easily accessible record keeping system. The reorganization has also taken into account the planning and continuous improvement process and is working towards aligning the database to capture and enable reports based on the program's goals and objectives.

In addition to the reorganization of the database and in an effort to centralize documentation and move towards a more paperless process, the application and eligibility process has been changed from a paper application and review process to an electronic application via interview and review. The new process allows the Family Service Workers to interview applicants, data entry all relevant information into an electronic file in the Child Plus database, and scan all required document needed to determine eligibility. All applications are reviewed electronically and the process continues as it was previously structured, with no additional changes.

Section II. Budget and Budget Justification Narrative

1. Ongoing Operation Costs

Orange County Head Start is requesting operational funds in the amount of $12,860,452 in Fiscal Year 2017-18. A full-year comprehensive early childhood development services program is funded for 1,536 children.

a. Salaries, Fringe Benefits, Indirect Costs

Funds will be used to cover staff salaries at a cost of $6,064,850 which includes Orange County's proposed 3.5 % COLA increase. The fringe benefits will cost $4,075,456. The discounted indirect cost is $106,329.

Orange County Head Start will add two new Mentor Coach Positions totaling $115,686, which includes salary and fringe benefits. These positions were added to comply with the new Head Start Performance Standard §1302.92. Considering the cost of living increase and the possibility of not receiving additional funding, Orange County Head Start met with Orange County Government to request financial assistance. A financial impact in this amount would cause our organization to cut back in other areas such as operations and services. The county understood the importance and necessity to comply with the performance standard. The county is going to hire these two positions and fund them, on our behalf, under the Orange County Government.

The overall function of the mentor coaches is to provide intensive coaching to staff, which is in alignment with the program school readiness goals, curricula, and other approaches to professional development. Mentors will observe and assess the classroom teacher and child interactions during onsite visits. Mentors will also observe the classroom for compliance with performance standards in order to ensure all children are provided with a safe, nurturing, engaging, enjoyable, and secure learning environment.

Mentors will use coaching strategies and training/technical assistance for teaching staff in a wide variety of educational areas such as methodology, resource use, and developmental concepts. This will ensure that each child is treated as an individual in an inclusive environment that values, respects, and responds to diversity. Mentors provide ongoing communication between the program director, education director, and any other relevant staff. Mentors will contribute to goals by clearly articulating a process for achieving those goals, while establishing policies that ensure assessment results. Mentors will provide time and resources to improve staff as identified as needing further support.

Considering the excessive responsibilities for the two Field Operation Supervisors, Head Start requested a compensation and position review. The program proposes to request a reclassification of the Field Operations Supervisor position to a new title Family Services Program Manager. The current position requires long demanding hours and excessive workloads due to the needs in Head Start's 22 centers. The complexity of work carried out by the Field Operations Supervisors today requires intensive intervention in the field, center oversight and administrative requirements, which have increased over the last 7 years. The current challenge for HS is insufficient staff to perform the duties at the present classification level. Considering the execution of the new performance standards, the review of this position will ensure that Family Service Program Managers are effectively administering the needs and services for Head Start families and children. This position change will increase these two salaries by $14,549 this upcoming year.

b. Operation of Services

Funds in the amount of $1,815,427 will be used for regular operation of services such as: leased space at various sites, supplies, insurance, medical and psychological services, field trips, Research Based Parent Curriculum, children's insurance, etc. This year into the 2017-18 FY, the County will enter into a new lease with Frontline Outreach, a location previously used to house Head Start children. The owner has made

major alterations for compliance with state licensing requirements. This new location is going to be a fresh new fit for incoming children.

One major challenge for OCHS is limited pediatric dental services in Central Florida. Although these services are used as a last resort effort, the program has reduced its dental contracts, in hopes of partnerships with other community resources. Kinder Consulting for behavioral therapy and United Cerebral Palsy for speech and occupational therapy has been approved by the county to provide services for children for the next fiscal year. In addition, we will continue to fund nutritional consultants in the classroom to educate our children.

Orange County Head Start will like to acquire a Contracted Registered Nurse. To meet the "Caring for our Children" guidelines, National Health and Safety Performance Standards for Early Care and Education Programs, OCHS desires to acquire a contracted Registered Nurse, who will oversee the progress of children and the Licensed Practical Nurses. These professionals need not be on staff at the facility, but may simply be available when needed through a variety of arrangements, including contracts, agreements, and affiliations. The parent's participation and written consent in the native language of the parent, including Braille/Sign language, is required to include outside consultants.

Currently, OCHS is proposing to add 2 school buses to its inventory. Previously, the two school buses were listed on an advertisement board (with permission from Region IV Office of Grants Management) for other Head Start Agencies across the nation to acquire. Three of these vehicles remain on county property unused and unoccupied. With the help of Region IV, adding these two buses into our inventory will allow the program to utilize them for recruitment, field trips, and other special services.

Technology Requests for 2017-2018 include 170 I-Pads for the classrooms, which will enhance curriculum and experiences for children. This will increase the amount of I-Pads to four per classroom. New educational applications will be purchased to support learning on the I-Pad. Therefore, Head Start children

have access to integrated, interactive learning experiences designed to help them progress academically and socially.

Signature pads will be incorporated into the centers for use with ChildPlus to collect parents and Family Social Workers signatures when completing applications. The idea is to work away from paper process into a more streamlined electronic process. Benefits to OCHS include: cost reduction, improved production, streamlined work flow, improved security, space-saving and original and disaster recovery.

ChildPlus and Galileo (Assessment Technology Inc.) will continue to be OCHS preferred software for data collection. The ChildPlus System provides for the program a method of maintaining records in a central database. These records contain pertinent information on the families and children applying to and enrolled in the Head Start Program. Information contained in this database had to be accessible to staff in each of the program areas. Funding will be used for the required for yearly software maintenance. Staff support and training for this software will also be supported.

The Galileo Assessment System assists Orange County Head Start in meeting the Federal standards by providing a method of measuring the developmental levels of the children enrolled in the program. The information attained established developmental levels that equates to Child Outcomes being met. Funding will be used for the required annual software maintenance.

In addition to the other technology requests, a recent analysis has shown the need for replacement computers, monitors and keyboards in the field. OCHS is also considering a maintenance agreement for its printers to streamline a more cost effective method of repair and supply ordering.

c. *Non-Federal Match*

For more than forty years, the County has provided the non-federal match for the Head Start Program to support the Head Start Division's efforts to serve at-risk, young children and their families. The

non-federal match of $3,215,112 is derived from parent volunteerism, donation of goods and services, lease agreements, VPK and Orange County support.

Training and Technical Assistance Plan and Budget

Funds in the amount of $122,891 will be used for parent and staff training, bringing in nationally recognized consultants and utilizing the Training and Technical Assistance (T/TA) Network and the Regional Office support. In addition to the network, staff training and development will be supplemented with conferences such as Head Start Region IV, National Association for the Education of Young Children, National Head Start Association, National Food Service Management Institute, and ERSEA Institute conferences.

The program will focus on a variety of trainings that are aligned with requirements in the performance standards. This will support individual staff professional development plans and program goals of the Head Start Strategic and Program Improvement Plans. The grantee plans to collaborate with other Head Start Programs in Central Florida to leverage federally funded training dollars.

Orange County Head Start will continue using ChildPlus and Galileo consultant services to enhance the reporting features in both programs. Consultant services will evaluate if OCHS is using this software to its full potential. Also, streamlining processes, from reporting information to analysis, will be improved and generate better reporting outcomes.

To be in compliance with Head Start Performance Standards, OCHS is proposing to train 8 employees in the area of High Scope. Training for High Scope curriculum is a comprehensive model that addresses all areas of development through eight content areas and 58 key developmental indicators (KDIs) — the skills and behaviors at each stage of development that pave the way for school and adult success. Each KDI is connected to and reinforced by scaffolding strategies to support and gently extend children's learning.

OCHS will continue to train peer trainers in the Classroom Assessment Scoring System (CLASS). By improving the relationships between adults and children, the interactions will lead to higher level of support in the classroom through organization, instructional support and emotional support. By training additional staff, support will be increased across all centers. Class is effective because it allows staff support, improves staff progression and creates reliable staff.

STEM-to-STEM training will train teachers to be innovative in the classroom with science, technology, engineering and math. STEM adds in the component of art and design to drive innovation. This unique learning style will help children learn about these important subjects through creative expressions. Professional Development and Training will continue in all areas including; Microsoft, CDA, Leadership, ERSEA, VPK, and Head Start.

Staff will be spending a considerable amount of training on classroom initiatives. Reliable Classroom Interaction, Standards for Quality Education and Inclusive Classroom Management courses will provide staff with cutting edge information, ideas and suggestions to provide children with a high quality learning environment. In addition, the health services and disabilities staff will participate in Health and Nutrition training, HIPAA training, First Aid and other courses vital to the safety of our children. To accommodate the rising number of children with disabilities in Orange County, staff will attend the Annual Conference on Young Children with Special Needs & Their Families.

With the focus of training for child interaction, this fiscal year, there will be emphasis on training in areas needed for program improvement. Trainings such as Behavior Management, Teacher Sensitivity, and Regards to the student perspective will help staff grow, while having a better understanding of our children in the classroom.

Considering the needs of Head Start families, training opportunities unique to those needs will be offered. The training budget will be used to employ a research based T/TA parenting curriculum, which is

required for compliance. In addition, training budget will also be used in the implementation and progression of the OCHS programs including: *Getting Ahead in a Just Getting by World, Incredible Years, Abriendo Puertas/Opening Doors* and other parent focused learning experiences.

2. Direct Costs and Indirect Costs

Direct Costs and Indirect Costs for OCHS supports the mission of our organization. Money has been allocated to serve all needs of the children and families with in the program. OCHS has a generous volunteer program in the community to support its indirect costs. Volunteers for Community Impact (formerly, Foster Grand Parent Program) has provided numerous hours of classroom support. The close-knit parent volunteers, both present and past, are advocates for the volunteer program and its needs. Orange County Government's support of $900,000 provides essential funding that is outside the 15% administrative Cost Limitation. The State of Florida's Voluntary Pre-Kindergarten Program has helped our program with the all-day, all-year curriculum.

3. Program Design and Approach to Service Delivery

The Budget request of $12,860,452 supports program management activities to effectively and efficiently support the Orange County Head Start's Program operations. When considering the need of program design and service delivery, the main funds are used for the accomplishment of these goals and also allocated in the training budget. With such a large focus on parents in the areas of family stability, well-being, employment, father engagement and financial literacy, training both funded and through community partnerships directly support these effort. In addition to training, the budget provides training to staff to empower within the home. The budget also supports staffing, location, organization and transportation of items needed for these outcomes to be achieved. As mentioned earlier, trying to obtain the two school busses will aid in the area of recruitment to our program.

This Performance Budget documents the progress Orange County has made and expects to make in meeting the needs of medically underserved families, special needs, Head Start children and families of Orange County. Although the budget is designed to ensure services for Head Start families when necessary, community partnerships will serve to leverage resources, thus allowing the program to be conservative with its budget.

4. Cost of Living Adjustment

The Orange County BCC has proposed a 3.5% increase for all county employees, which includes all of Head Start staff. This increase will be voted on by the BCC in late July 2017. None of the increase including non-Federal funds exceeds an amount equal to the rate payable for level II of the Executive Schedule.

5. Financial and Property Management

Orange County government uses the Advantage Financial System and the Web Focus System. Both systems allow the Head Start Division to effectively control and account for grant funds, property, and other assets. In addition, the program may retrieve current financial information on grants at any time. The system also provides information for the preparation of financial projections, analysis, and reports. The Advantage Financial System does not allow mingling of funds. This system provides proper accountability for the different kinds of resources, "funds" established. Each fund is a separate accounting entity with its own resources, liabilities and residual balance, and its own self-balancing accounting system.

Beginning this year, OCHS will be updating and creating policies and procedures to address the CFR. 200. Orange County Government just created policies to address the immediate purchasing needs for departments with grants. The County incorporates all compliance through checklists. Within the Head Start Division, staff will build these checklists into our procedures to ensure compliance. Staff involved with purchasing and contracts will be trained in their respective fields. New procedures will ensure that Head

Start staff are knowledgeable about Orange County's procurement policies and procedures and meets their compliance standards.

The Property Accounting Department of the Comptroller's Office, operates a property Management System, which establishes and implements procedures to ensure accountability and the proper use of equipment. Physical inventory is conducted each year. Orange County maintains a list of all vehicles purchased, including make, model, VIN, physical description, and information regarding the history of the vehicle. Also, Orange County maintains a list of all facilities purchased, renovated, or leased, including address and physical description. Fleet Management and Real Estate Management Divisions maintain and provide information regarding vehicles and facilities.

6. Non-federal Share Match

Non-federal share consists of Volunteers, Donations, County Support and the State of Florida's Voluntary Prekindergarten Program Funds.

a. The Florida State of Voluntary Pre-kindergarten (VPK) program assists with blended funding for classrooms. The state of Florida has VPK which every 4 year old that is a resident of the state of Florida is eligible. The program pays for 3 instructional hours per day at a rate of $4.52 per hour, at a max of 300 instructional hours per year. Estimated amount: $1,306,146.

b. Support provided by Orange County Board of Commissioners. The Orange County provides $900,000 to support Head Start salaries.

c. Parents, Former Parents and Foster Grand Parents volunteer hours are spent on program activities such as in the classrooms working with children, attending parent center committee meetings, policy council meeting, field trips, etc. The estimated amount of volunteer hours is $989,306.

d. Community, Private Companies, Individuals: Donation of Classroom Supplies, Nutritional Supplies, Field Trips, Etc. Estimated amount is $1,992. The indented non-Federal match through third-party contributions of

volunteer services, goods and services or supplies is a direct resource to supporting our program. The Non-Federal Match of goods, services and supplies are screened by the Center Supervisors, Administrative Specialists, and the Head Start Fiscal Program Manager to ensure the items are allowable, applicable and reasonable. Orange County Head Start along with Orange County Government's Fiscal Division and Grant Accounting Department review and report the in-kind documentation for allowance and accuracy. No waivers are necessary for the non-federal share match.

7. 15% Limitation

As mentioned in #2, Orange County Head Start has a healthy volunteer program and support from the county that provides essential funding that is outside the 15% administrative Cost Limitation.

8. Allowable Non-federal Match

Funding from private grants and donations is expected in the amount of $1,992. The majority of our non-federal resources come from volunteering. Our managers are working with partners, such as the Orlando Science Center, who currently provides the project wow grant, to create greater opportunities for centers. Donations to our centers are plentiful; however, all donations must meet in-kind guidelines to be considered as a non-federal resource.

9. Cost Allocation Plan

The Head Start Program is comprised of blended funding, between VPK and Head Start. Our Teachers, Teachers Assistant and Center Managers charge 3 instructional hours per day to the VPK program, if they have a VPK program at their site. The teachers and teacher assistants work 7.5 hours per day. The center managers work 8 hours per day. The total number of hours worked in a pay period is divided by the number of hours worked for VPK and Head Start and will give the percentage that is multiplied by the net pay and fringe benefits time sheets are used to track time. See example below of distribution:

Total hours work in a pay period 75. Thirty 30 hours are worked with VPK and 45 are worked with Head Start. Orange County has a negotiated indirect cost rate. See Documents folder in HSES

30/75= 40% VPK:	45/75=60%: Pay $1,909.35:
Sal: $583.20	Sal: $874.80
FICA: $44.14	FICA: $66.20
RET: $42.98	RET: $64.47
MED: $93.42	MED: $140.17
Total $763.74	Total $1,145.61

10. Indirect Cost Rate Agreement

N/A

11. Special Reduction

N/A

12. Special Conversion

N/A

13. Purchase, Construction or Renovation of Facilities

Revision to three Head start playgrounds occurred for the FY 16-17 school years to include the following for full ADA compliance: East Orange Head Start received a new climbing apparatus complete with ramps, installation of astro turf safety surfacing, the addition of one new shade, and cement connectors for access to the playground from classrooms and emergency exit pathways. The resurfacing of ADA compliant pour-in-place safety surfacing to include correcting drainage issues, cement sidewalk connectors from the Head Start classrooms to the playground equipment occurred at the Taft Head Start and South Orlando YMCA. In addition, Tangelo Park Head Start and Ventura Head Start also received new playground

equipment and safety surfacing for full ADA compliance provided by the lessor. Currently, five Head Start Centers are fully ADA complaint. The modifications allow for full ADA accessibility on each playground.

14. Purchases over $5,000

The method of procurement to be used for any proposed equipment purchases over $5,000. Orange County requires three (3) quotes must be submitted, with back-up documentation for purchases over $1,500. Back up document includes a W9 form, Insurance and a dated quote. The lowest quote is used and a purchase request is then signed by the Head Start Manager and the Program Manager of Fiscal. Then it is sent to the Fiscal division with all documentation in the Department and after it reviewed and is correct a number is given and sent to the Purchasing Division. Purchasing review the request to if it is allowable and correct. Then a purchase order is processed. For larger purchases, additional documentation may be needed.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

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U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

SF424B Assurances – Non-Construction Programs

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Regarding Compliance with Compensation Cap (Level II of the Executive Schedule)

Federal funds will not be used to pay any part of the compensation of an individual employed by a Head Start and/or Early Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than $5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code - Title 26, Internal Revenue Code)
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Submission Statement

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Hon.	* First Name:	Teresa
Middle Name:	T.		
* Last Name:	Jacobs		
Suffix:			
* Title:	Mayor		
* Telephone Number:	(407) 836-7037	Fax Number:	
* Email:	Vanessa.Nogueira@ocfl.net		
* Signature of Authorized Representative:		* Date Signed:	
* Submitted by:		Date Submitted:	

Employee Compensation Cap Compliance Assurance

Head Start funds do not pay for the salary of the Executive Director either as a direct cost or any proportion as an indirect cost, at a rate in excess of $187,000.00. Funds are, however, used to pay for the salaries of the Head Start Director, the Fiscal Program Manager, the Senior Program Early Childhood Education, Senior Program Manager Family and Community Engagement and Senior Program Manager Childhood Health and Development. Those salaries are as follows:

Position	Base Salary	FICA	Retirement	Health	Total
HS Manager	$94,249.58	$7,455.14	$7,210.09	$11,000.00	$119,914.82
Sr. Program Mgr. Family and Community Engagement	$64,390.25	$5,093.27	$4,925.85	$11,000.00	$85,409.37
Sr. Program Mgr. (Childhood Health and Development	$75,348.00	$5,960.03	$5,764.12	$11,000.00	$98,072.15
Sr. Program Mgr. Early Childhood Education	$62,517.31	$4,945.12	$ 4,782.57	$11,000.00	$83,245.01
Program Mgr. (Fiscal)	$55,240.85	$4,369.55	$4,225.92	$11,000.00	$74,836.32

Orange County Florida

Employee Compensation Cap Compliance Assurance

Orange County Florida complies with the Head Start Act, Section 653 (Comparability of Wages), which limits the compensation of Head Start staff. The language precludes use of any Federal funds to pay any part of the compensation of an individual employed by a Head Start agency whose compensation exceeds the rate payable for Level II of the Executive Schedule, which is currently $187,000. None of the **Orange County Florida** staff exceed the employee compensation cap.

Signature: _____

Title: Teresa Jacobs, Orange County Mayor

Organization: Orange County Florida

Date: _____

PA22

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ORANGE COUNTY HEAD START DIVISION
O H HS GRANT APPLICATION

PART III - BUDGET INFORMATION

PA22 FY 2017 - 2018

SECTION B - BUDGET CATEGORIES

I Personnel (Section B, Line 6a)

	Position	Salary	Salary Charged to OHHS	Salary Charged to USDA	Salary Orange County Supplement *	Salary Charged To VPK	% Time Work OHHS Grant	# Weeks	# Hrs Per Day	
1	Head Start Manager	94,250	91,045		3,205		100%	52	8	
1	Administrative Assistant	42,023	38,818		3,205		100%	52	8	
3	Sr. Program Manager	202,256	192,641		9,615		100%	52	8	
5	Administrative Specialist	165,249	149,224		16,025		100%	52	8	
1	VPK Administrative Specialist	28,611	-		0	28,611	100%	52	8	
1	Sr Coordinator Nutrition	46,608	-	46,608	0		100%	52	8	
2	Assistant Nutrition Coord.	72,032	-	72,032	0		100%	52	8	
1	Program Manager	55,241	52,036		3,205		100%	52	8	
1	Business Unit Business System Analyst	43,444	40,239		3,205		100%	52	8	
1	Sr. Fiscal Coordinator	39,762	36,557		3,205		100%	52	8	
3	Monitoring &Evaluation Coordinator	148,758	139,143		9,615		100%	52	8	
1	Contract Administrator	61,893	58,688		3,205		100%	52	8	
2	Mentor Coaches	81,602					100%	52	8	*Other Source
23	**Total Administration**	**$1,000,126**	**798,390**	**$118,640**	**54,485**	**28,611**				

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	Position	Salary	Salary Charged to OHHS	Salary Charged to USDA	Salary Orange County Supplement	Salary Charged To VPK	% Time Work OHHS Grant	# Weeks	# Hrs Per Day
8	Center Supervisors (1520 Hours w/VPK)	266,847	146,406		25,640	94,801	100%	43	8
3	Center Supervisors (1840 Hrs with VPK)	129,385	81,799		9,615	37,971	100%	46	8
7	Center Supervisors (1840 Hours)	277,414	254,979		22,435		100%	46	8
3	Education Coordinators	159,448	149,833		9,615		100%	49	8
4	LPN	149,731	136,911		12,820		100%	49	8
2	Cooks	42,547	0	42,547	0		100%	43	8
5	Food Service Assistant	96,529	0	96,529	0		100%	43	7
1	ERSEA Coordinator	44,563	41,358		3,205		100%	52	8
4	SR Family Services Worker (7526)	209,068	196,248		12,820		100%	49	8
24	Family Service Worker	838,778	761,858		76,920		100%	49	8
2	Sr Family Service Workers (7528)	82,179	75,769		6,410		100%	49	8
2	Head Start Field Operators	107,540	101,130		6,410		100%	52	8
19	Teacher (46 weeks with VPK)	661,785	393,780		60,838	207,167	100%	46	7.5
16	Teacher (43 weeks with VPK)	489,833	274,564		51,232	164,037	100%	43	7.5
30	Teacher (43 Week)	963,043	866,983		96,060		100%	43	7.5
20	Teacher (46 Week)	680,442	616,402		64,040		100%	46	7.5
21	Teacher Assistant (43 weeks with VPK)	488,198	257,467		67,242	163,489	100%	43	7.5
30	Teacher Assistant (46 Weeks with VPK)	757,376	422,342		96,060	238,974	100%	46	7.5
54	Teacher Assistants (43 Weeks)	1,149,265	960,344		188,921		100%	43	7.5
9	Teacher Assistants (46 Weeks)	227,821	199,003		28,818		100%	46	7.5
1	Maintenance Tech	27,836	24,629		3,207		100%	52	8
1	Warehouse Specialist	30,354	27,146		3,207		100%	52	8
	Casual Labor	75,900	75,900						
266	**Total Services**	**7,955,881**	**6,064,850**	**139,076**	**845,515**	**906,441**			
289	**Grand Total**	**8,956,007**	**6,863,240**	**257,716**	**900,000**	**935,052**			

II **Fringe Benefits (Section B, Line 6b)**

Benefits	Percent/Count	Total Salary	Total	USDA	VPK	OHHS	County Supplement
Retirement Contribution	7.91%	8,873,108	701,863	20,385	73,963	607,515	0
FICA	7.65%	8,873,108	678,793	19,715	71,531	587,546	0
Life and Health	281	11,000	3,091,000	110,000	225,600	2,755,400	0
Unemployment		7,000	7,000			7,000	0
Opeb Trust		117,955	117,955	0		117,995	0
		Total Fringe Benefits	**$4,596,611**	**$150,101**	**$371,094**	**$4,075,456**	**$0**
		TotalSalary and Fringe Benefits	**$13,552,618**	**$407,816**	**$1,306,146**	**$10,938,696**	**$900,000**

III Travel (Section B, Line 6c)

None

IV Equipment (Section B, Line 6D)

None

	Cost
Total Equipment	**$0**

V Supplies (Section B, Line 6e)

Janitorial Supplies	$50,000
Office Supplies	$50,000
Misc Operating Supplies	$100,000
Misc Supplies	$25,000
Computer Equipment < 500	$58,510
Medical & Surg. Supplies	$15,000
Equipment < 500	$25,000
	$323,510

Total Supplies	**$323,510**

VI Contractual (Section B, Line 6f)

Name of Organization	Purpose	Period	Cost
Town of Eatonville Denton Johnson Center	Facility Use	12 Months	$12,283
City of Orlando Callahan Center	Facility Use	12 Months	$18,573
Frontline	Facility Use	12 Months	$117,500
Orange County School Board	Facility Use	12 Months	$115,000
		Total Facilities Contracts	**$263,356**
Florida Department of Health	Nutritional Consultants	12 Months	$18,000
Kinder Consulting	Mental Health Therapy	12 Months	$50,000
UCP	Speech Lang &Occupational Therapy	12 Months	$80,000
Community Health	Dental Services	12 Months	$1,000
Greenburg Dental	Dental Services	12 Months	$1,000
Health Center for Homeless	Dental Services	12 Months	$1,000
		Total Other Contracts	$151,000
		Total Contracts	**$414,356**

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VII **Construction (Section B, Line 6h)**

None

VIII **Other (Section B, Line 6h)**

Items	Cost
Communication	6,000
Field Trips	20,000
Dues and Memberships	10,000
Food and Dietary	280,000
Graphic Reproduction	7,000
Improvement to Non County Assets	10,000
Maintenance of Building	63,336
Maintenance of Equipment	55,000
Software less than 1000	8,000
Software Licensing / Support Fee	42,390
Other Insurance and bonds	11,000
Contracted Servces Not Other Specified	19,185
Contractual Service Training	10,000
Moving Expense	10,000
Mainetence Computer Equipipment	2,000
License Fee	10,000
Event Meal Reimbursements	7,000
Structure and Facilities	30,000
Uniform	1,000
Equipment	25,696
Computer Equipment	7,000
Parent Activity	9,816
Payment To Other Governments	15,000
Promotional Expenses	10,000
Postage	1,500
Rental Of Equipment	43,335
Educational Assistance	15,000
Subscription	6,000
Scholarship and Awards	19,452
Self Insurance	253,066
Toll Charges	1,450
Local Travel	13,335
Utilities	40,000
Vehicles Maintenance	15,000
	1,077,561

Total Other	1,077,561
TOTAL DIRECT CHARGES	**$12,754,123**
TOTAL FEDERAL FUNDS - PA22	**$12,860,452**

($0)

IX **Indirect Charges - Justification (Section B, Line 6i)**

Indirect Charges is based on Total Salary

Approved rate of % of total budget - part of the difference can be claimed as In-kind

$106,329

X **Non-Federal Resources (Section C, Line 8)**

A. Volunteers

Type	Total Hrs	Rate		Value
Parents and Former Parents - 1,607	39,106	$11.14		$435,641
Foster Grand Parents .	36,300	$8.49		$308,187
Fringe Benefits				$245,463
			Total Volunteers	$989,291

B. Donation

Type	Amount		Value
Smart City	$25,000		$10,176
Project Wow	$3,000		$7,507
Donation of Classroom Supplies, Nutritional Supplies, Field Trips, Et	$1,992		$1,992
		Total Donation	$19,675
			Total
			$1,008,966

C. Applicant

Support provided by Orange County Board of Commissioners

Indirect Cost not charged that is within the 15% limitation		$0	
	Personnel	$900,000	
	Fringe Benefits	$0	
	Total Orange County S	$900,000	
	Total Non-Federal Resources		$900,000

D. State Voluntary Prekindergarten (VPK) Program

	Personnel	$935,052	
	Fringe Benefits	$371,094	
	Total VPK Program	**$1,306,146**	1,306,146

TOTAL NON-FEDERAL SHARE **$3,215,112**

XI **Computation to Support Certification of Head Start Administration**

$12,860,452	80%	
$3,215,113	20%	
$16,075,565		
15%		
$2,411,335		

Item	Federal Amount	Non-Federal	Total
Administrative Salaries	798,390	$54,485	852,875
Administrative Fringe Benefits	355,229	$22,097	291,819
Office Supplies	5,000	$0	$5,000
Local Travel	5,000	$0	$5,000
Rental and Maintenance of Equipment	3,000	$0	$3,000
Graphics Reproduction	8,800	$0	$8,800
Communication	3,000	$0	$3,000
Sofware	50	$0	$50
Dues and Memberships	8,000	$0	$8,000
Insurance	11,480	$0	$11,480
Promotional	5,000	$0	$5,000
Education Award	500	$0	$500
Postage & Messenger Services	250	$0	$250
Scholarship-Awards	1,100	$0	$1,100
Toll Charges	150	$0	$150
Inst Demo Mat'l & Supplies	1,250	$0	$1,250
Equipment < $1,000	3,000	$0	$3,000
Maintanence of Equipment	3,001	$0	$3,001
Compter Equipment < $1,000	50	$0	$50
Education Award	2,500	$0	$2,500
Indirect Cost	106,330	$0	$106,330
Total	**$1,321,080**	**$76,582**	**1,312,155**

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ORANGE COUNTY GOVERNMENT FLORIDA

FAMILY SERVICES DEPARTMENT
HEAD START DIVISION
2100 East Michigan Street ▪ Orlando, Florida 32806-4914
407 836-6590 ▪ Fax: 407-836-7420 ▪ http://www.orangecountyfl.net

June 5, 2017

On behalf of the Orange County Head Start Policy Council, my signature signifies that members of the committee have participated in grant participation to include but not limited to activities such as self-assessment, collection of information for community assessment, reviewing the budget and preparing plans to include T/TA, five year plan, and Program Improvement Plan. In a special call meeting, the Policy Council voted to approve the grant.

Jeneka Lloyd

Jeneka Lloyd, Chairperson

ORANGE COUNTY GOVERNMENT
HEAD START

POLICY COUNCIL SPECIAL CALL MEETING

2100 E. Michigan Street
Orlando, FL 32806
June 5, 2017

Call to Order by: Jeneka Lloyd, Chairperson, 12:54 p.m.

Attended By:

Jeneka Lloyd	Past Parent	Chairperson
Charmaine Jobson	East Orange	Vice-Chairperson
Jacqueline Eugene	Hal P. Marston	Treasurer
Tequila Henderson	Lila Mitchell	Representative
Leah Ackerman	Orlando Tech	Representative
Heather Chisholm-Wright	Pine Hills	Parliamentarian
Shearly Miraball	Taft	Representative
Tonette Vance	WS / ELC	Representative
Dexter Nelson	Past Parent	Community Rep

Staff:

Sonya Hill	Manager	Main Office
Avis McWhite	Sr. Program Manager	Main Office
Helen Hill	Sr. Program Manager	Main Office
Milagros Font	Sr. Program Manager	Main Office
Sandra Ruff	Fiscal Manager	Main Office
Shauna Kirby	Monitoring & Evaluating	Main Office
Raquel Sapeg	Monitoring & Evaluating	Main Office
Khadija Pirzadeh	Contract & Grant Admin	Main Office

Sonya Hill, Manager, stated the reason for the meeting was to review the final grant and vote to approve or disapprove its contents. She cited the Head Start Act, pages 54 – 58 Section D 3i that it is the responsibility of the Policy Council to review the grant application. They have been part of the process and have been receiving information through the monthly Policy Council meetings.

Shauna Kirby gave updates on goals in the area of Monitoring and Evaluation and the progress towards their goals. They have been consolidated from 8 down to 4 goals.

Avis McWhite gave updates on goals in the area of Education. Children have exceeded baseline level of 34%; current achievement level now is 88%.

Milagros Font gave updates on goals in the area of Childhood Health and Developmental Services. There have been challenges in getting dental treatment due to transportation issues.

Helen Hill, Sr. Program Manager, gave updates on goals in the area of Parent, Family and Community Engagement. There have been improvements in all but one area of the expected outcomes. Overall, there have been improvements made in fatherhood engagement.

Sandra Ruff, Fiscal Manager, gave updates in the Fiscal area. All County employees will receive a 3.5% salary increase this year. The county will cover the salaries of 2 Mentor/Coach positions required by the new Performance Standards. More I-pads will be purchased for the children.

The Policy Council members heard updates from the Head Start Director, Quality Assurance, and all three Senior Program Managers in the areas of Education, Health & Developmental Services, Parent Family and Community Engagement and Budget. They also heard monthly updates as well as participated on Self-Assessment and other program processes to develop the grant.

Chairperson Lloyd requested a motion to approve the 2017-2018 funding application to include the narrative and budget for the 2017-2018 fiscal year for Orange County Head Start to provide services to 1,536 children and their families.

Motion: Heather Chisholm Wright, Pine Hills, Parliamentarian
Seconded: Tonette Stenson, WS/ ELC, Representative
Motion carried with no objections

Meeting adjourned at 1:34 p.m.

Interoffice Memorandum

June 5, 2017

AGENDA ITEM

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Application for Federal Assistance related to
Cost-of-Living Adjustment (1%) FY 2017
BCC Meeting 6/20/17 Consent Agenda/All Districts

The Head Start Division requests Board approval of the Application for Federal Assistance related to Cost-of-Living Adjustment (COLA) between the Department of Health and Human Services, Administration for Children and Families, Office of Head Start and Orange County. COLA funds in the estimated amount of $126,114 will be used to offset higher operational costs. Head Start will purchase computer equipment and tablets for children to ensure that the program has upgraded technology in the classrooms. In addition, funds will be used for nutritional food and supplies, which ensures that children receive the USDA minimum daily nutritional requirements and engage in classroom nutritional activities. The non-federal match of $25,223 is derived from the county and in-kind contributions.

The Application for Federal Assistance includes a Compendium of required Certifications and Assurances for non-construction programs, Certifications regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements; Certification regarding compliance with Compensation Cap (Level II of the Executive Schedule); Certification of Filing and Payment of Federal Taxes; and Employee Compensation Cap Compliance Assurance. The term of the grant is from October 1, 2016 through September 30, 2017. The Head Start Policy Council approved the COLA grant at their meeting on June 5, 2017.

ACTION REQUESTED: **Approval of Orange County Head Start Program Application for Federal Assistance related to Cost- of-Living Adjustment (1%) FY2017 between Orange County and Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the estimated amount of $126,114 to offset higher operational costs for the Head Start Program; and approval and execution of (1) Certification of Filing and Payment of Federal Taxes; and (2) Employee Compensation Cap Compliance Assurance.**

SH/kp
Attachments

C: Randy Singh, Assistant County Administrator, County Administrator's Office
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grants Coordinator, Office of Management & Budget

ORANGE COUNTY HEAD START PROGRAM

APPLICATION FOR FEDERAL ASSISTANCE RELATED TO

COST –OF-LIVING ADJUSTMENT (1%) FY 2017

Budget Narrative

October 1, 2016 through September 30, 2017

Orange County , the non-federal entity, is proposing to use Cost-of-Living Adjustment (COLA) (1%) funds, in the amount of $126,114, to cover the higher cost of operational expenses.

Orange County Head Start (OCHS) is requesting permission to utilize COLA to offset higher operational cost as detailed in the budget. All Orange County employees received a 3.5% salary increase during October 2016. County employees are also scheduled to receive a 3.5% COLA salary adjustment in October 2017. All salaries are at a competitive wage, according to the wage study completed by Orange County Government and the Florida Head Start Association.

OCHS plans to use COLA funds to purchase computer equipment and tablets for the classrooms. This will ensure that the children have upgraded technology in the classrooms. We are now living in a cutting-edge digital era. Therefore, upgraded technology is essential in early learning classrooms to optimize opportunities for children's cognitive, social, emotional and linguistic development. Furthermore, teachers can improve program quality through leveraging and integrating new technology and

interactive media in classroom activities, which benefits children with new learning experiences.

OCHS will utilize funds to replace printers in the classrooms that are over seven (7) years old. In addition, funds will be used to replace computer monitors in the classrooms and office. OCHS existing monitors are old and not up- to-date with current technology. Eighty two (82) additional IPads will be purchased for the classroom to support education applications used and enjoyed by Head Start students. Below is a chart that provides details:

Amount Allocated	Description	Items	Cost
$11,460.00	Computer Equipment	12 Local printer replacements for old printers in the classroom. 51 Replacement Computer Monitors	$11,460.00
$36,900.00	IPads	82 Additional IPads for the Classroom	$36,900.00

OCHS will use funds to support Meals and Nutritional Activities. Currently, the County receives grant funds from the Florida Department of Health, Child Care Food Program (USDA Food Program). However, the program is currently operating in a deficit. The Florida Child Care Food Program will not reimburse the program for 100% of costs. Therefore, a portion of these funds will be used to cover food and nutritional activities, which will ensure compliance with USDA minimum daily nutritional requirements and federal performance standards.

Below is a chart that provides details for the meals and nutrition activities.

$74,850.00	Food and Dietary	Meals 15,000 Breakfast 15,000 Lunch 15,000 Snack	 $18,150.00 $46,650.00 $10,050.00
$2,904.00	Food and Dietary	Nutrition Activities	$2,904.00

The non-federal match in the amount of $25,223 is derived from the county and in-kind contributions.

ADMINISTRATION FOR CHILDREN & FAMILIES

Office of Head Start | Region IV | 61 Forsyth Street, Suite 4M60, Atlanta, GA 30303 | www.eclkc.ohs.acf.hhs.gov

May 31, 2017

Teresa Jacobs, Mayor
Orange County Board of Commissioners
201 S Rosalind Ave
Orlando, FL 32801

Re: Grant No. 04CH010230

Dear Hon. Jacobs:

The Consolidated Appropriations Act, 2017, contains an increase of approximately $85 million for programs under the Head Start Act for Fiscal Year (FY) 2017. A portion of the increase provides a cost-of-living adjustment (COLA) of 1.0 percent, depending on final funding decisions, to assist grantees in increasing staff salaries and fringe benefits and offsetting higher operating costs.

The following table reflects the amount of the COLA for the Head Start and/or Early Head Start programs in FY 2017.

Common Accounting Number (CAN)	COLA Amount
Head Start Program Operations	$126,114
Early Head Start Program Operations	
TOTAL	**$126,114**

Submission Requirements

Program Instruction ACF-PI-HS-17-02, dated May 12, 2017, informed Head Start and Early Head Start grantees and delegate agencies of the intended uses of these funds and announced the opportunity for grantees to apply for the funds. Please review the Program Instruction carefully to ensure your supplemental application meets the requirements for funding and contains all of the necessary information.

The supplemental application is due June 30, 2017 and must be submitted in the Head Start Enterprise System (HSES) at https://hses.ohs.acf.hhs.gov/hsprograms. Please select the Financials tab, Application tab, Fiscal Year 2017 and the budget period to add the 'Supplement' amendment type. For technical assistance in preparing the application, please contact the HSES Help Desk at help@hsesinfo.org or 1-866-771-4737.

Please ensure the program narrative, budget and detailed budget justification submitted in the application documents demonstrate:

- An increase of 1.0 percent in the hourly rate of pay for each Head Start/Early Head Start employee and the pay scale subject to the provisions of Sections 653 and 640(j) of the Head Start Act;
- The rationale if employees are receiving less than the 1.0 percent COLA or differential COLA increases;
- The provision of the 1.0 percent increase to all delegate agencies and partners or justification if the full percentage is not provided to delegate agencies and partners;
- The planned uses for the balance of the COLA funds to offset higher operating costs;
- Each source of non-federal match, including the estimated amount per source and the valuation methodology; and
- A detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Head Start Act if the application proposes a waiver of any portion of the non-federal match requirement.

Signed statements of the Governing Body and Policy Council Chairs along with Governing Body and Policy Council minutes documenting each group's participation in the development and approval of the supplemental application must be provided. The application must be submitted on behalf of the Authorizing Official registered in the HSES. **Incomplete applications will not be processed.**

Please ensure the application contains all of the required information. If you have any questions or need assistance, please contact Sherice Ellison, Head Start Program Specialist, at (404) 562-2822 or Sherice.ellison@acf.hhs.gov or James Youngs, Grants Management Specialist, at (404) 562-2921 or james.youngs@acf.hhs.gov. Thank you for your cooperation and timely submission of the grant application.

Sincerely,

Robert Bialas
Captain, USPHS
Regional Program Manager
Office of Head Start

cc: Lonnie Bell, Executive Director
Sonya Hill, Head Start Director

FAMILY SERVICES DEPARTMENT
HEAD START DIVISION
2100 East Michigan Street • Orlando, FL 32806-4914
407-836-6590 • Fax: 407-836-7420 • http://www.orangecountyfl.net

June 5, 2017

The Orange County Policy Council approved the Cost-of-Living Adjustment (COLA) Application FY 2016-2017 at its executive meeting held on June 5, 2017.

COLA Funds in the amount of $126,114, will be used to purchase classroom supplies, computer equipment, tablets and nutritional food and supplies.

Special Note: Minor changes of the COLA Application can be permitted after Policy Council's approval.

Jeneka Lloyd

Jeneka Lloyd, Policy Council Chairperson

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

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U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

SF424B Assurances – Non-Construction Programs

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Regarding Compliance with Compensation Cap (Level II of the Executive Schedule)

Federal funds will not be used to pay any part of the compensation of an individual employed by a Head Start and/or Early Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than $5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code - Title 26, Internal Revenue Code)
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Submission Statement

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Hon.	* First Name:	Teresa
Middle Name:	T.		
* Last Name:	Jacobs		
Suffix:			
* Title:	Mayor		
* Telephone Number:	(407) 836-7037	Fax Number:	
* Email:	Vanessa.Nogueira@ocfl.net		
* Signature of Authorized Representative:		* Date Signed:	
* Submitted by:		Date Submitted:	

Employee Compensation Cap Compliance Assurance

Head Start funds do not pay for the salary of the Executive Director either as a direct cost or any proportion as an indirect cost, at a rate in excess of $187,000.00. Funds are, however, used to pay for the salaries of the Head Start Director, the Fiscal Program Manager, the Senior Program Early Childhood Education, Senior Program Manager Family and Community Engagement and Senior Program Manager Childhood Health and Development. Those salaries are as follows:

Position	Base Salary	FICA	Retirement	Health	Total
HS Manager	$94,249.58	$7,455.14	$7,210.09	$11,000.00	$119,914.82
Sr. Program Mgr. Family and Community Engagement	$64,390.25	$5,093.27	$4,925.85	$11,000.00	$85,409.37
Sr. Program Mgr. (Childhood Health and Development	$75,348.00	$5,960.03	$5,764.12	$11,000.00	$98,072.15
Sr. Program Mgr. Early Childhood Education	$62,517.31	$4,945.12	$ 4,782.57	$11,000.00	$83,245.01
Program Mgr. (Fiscal)	$55,240.85	$4,369.55	$4,225.92	$11,000.00	$74,836.32

Orange County Florida

Employee Compensation Cap Compliance Assurance

Orange County Florida complies with the Head Start Act, Section 653 (Comparability of Wages), which limits the compensation of Head Start staff. The language precludes use of any Federal funds to pay any part of the compensation of an individual employed by a Head Start agency whose compensation exceeds the rate payable for Level II of the Executive Schedule, which is currently $187,000. None of the **Orange County Florida** staff exceed the employee compensation cap.

Signature: _____

Title: Teresa Jacobs, Orange County Mayor

Organization: Orange County Florida

Date: _____

Interoffice Memorandum

ORANGE COUNTY GOVERNMENT FLORIDA

AGENDA ITEM

April 22, 2017

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates for the Official County Record
CONSENT AGENDA ITEM June 20, 2017

The Head Start Division requests filing of the program information and updates and meeting minutes for the official county record:

Head Start Policy Council Program Information and Updates	May 2017
Head Start Policy Council Meeting Minutes	April 20, 2017

ACTION REQUESTED: **Receipt and filing of Head Start Policy Council Program Information and Updates May 2017 and Head Start Policy Council Meeting Minutes April 20, 2017 for the official county record.**

SH/kp

C: Randy Singh, Assistant County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grant Coordinator, Office of Management and Budget

Lonnie C. Bell, Jr.
Director, Family Services

Orange County Government

HEAD START

POLICY COUNCIL

PROGRAM

INFORMATION & UPDATES

Sonya L. Hill
Head Start Division Manager



MAY 2017

Orange County
Family Services Department
Head Start Division

POLICY COUNCIL MONTHLY MEETING

Who: **Policy Council Members**

Date: **THURSDAY- MAY 18, 2017**

Time: **6:30 PM**

Location: **GOV DINING HALL**
1718 E. Michigan Street
Orlando, FL 32806

Child Care Provided

Sandra Moore:
407-836-8913 (8am-5pm)
Email Sandra.moore2@ocfl.net

SEE YOU THERE!!!!!

AGENDA

Orange County Government ● Head Start Policy Council● GOV Dining Hall
1718 E. Michigan Street, Orlando, FL 32806
May 18, 2017 ● 6:30 p.m.

1. *Call to Order – Chairperson*
2. *Roll Call – Secretary*
3. *Adoption of Agenda*
4. *Speakers*
   a. *Marq Neasman – Academy of Kings*
   b. *Patrice Scott – Community Legal Services*
5. *Secretary Report*
   a. *Review of Minutes from April 20, 2017*
6. Human Resources Report
7. Budget Report
8. Status of Board of County Commissioners Vote- Helen Hill
   The Head Start Division requests filing of:
   a. Head Start Policy Council Program Information and Updates — March 2017
   b. Head Start Policy Council Meeting Minutes — February 16, 2017
9. Head Start Division Manager's Report – Sonya Hill, Head Start Division Manager
10. Commissioner/Commissioner's Liaison Report- Commissioner Victoria Siplin
11. Service Area Reports
12. Old Business
    a. Women's Forum
    b. Program Governance Training
    c. Mother Son Prom
    d. Incredible Years Graduation
    e. Getting Ahead Graduation
    f. Week of the Young Child
    g. Mileage Checks
13. New Business
    a. For Me for You For Later
    b. PFCE Outcomes
14. Public Comment
15. Adjourn

Head Start Policy Council

Human Resources Committee

April 2017 Actions

I. Pending Approval for hire

Job Title	Candidate's Name
Teacher Assistant	Marian Ibrahim
On Call Substitute	Joyce Gray

II. Termination from employment (Involuntarily)

Job Tile	Reason	Employee's Name
Sr. Technician Casual	Temporary assignment complete	Corey Johnson Jr.

III. Separation from employment (Voluntarily)

Job Tile	Reason	Employee's Name
Teacher's Aide	Personal Reasons	Alida Burgos

IV. Current Head Start Openings – As of 05/05/17

Job Title	Number of Positions	Potential Candidates in process for hire
Teacher Assistant	23	
Licensed Practical Nurse	1	
Family Services Worker	1	
Food Service Assistant	1	



ORANGE COUNTY FAMILY SERVICES HEAD START EDUCATION

Recommended Staff for hire

Name: Marian Ibrahim
Position: Teacher Assistant

- **Bilingual (Arabic)**
- **Florida Child Care Professional Credential Equivalency birth-five**
- **Staff Credential verification (CDAE)**
- **45 State Mandated Courses**
- **Over 4 years experience working with young children**
- **Bachelor's Degree Mass Communication evaluated by WES**

Name: Joyce Gray
Position: on call substitute

- **Assistant Director St. Mark Academy**
- **Over 16 years experience working with young children**

Verified by Avis McWhite

4/27/2017

Head Start Budget Summary April 2017

Head Start Budget Summary

Below is a statement of financial activity (or a expense sheet). This summarizes all the financial spending over a period of time. In the example below, we are looking at spending on a monthly basis. This report gives the council an understanding of Orange County Head Start's financial health. The accompanying reports are the details in which the summary is created.

Unit Name	Current Budget 2016-2017	OCT	NOV	DEC	JAN	FEB	MAR	APR	M	Encumbered	TOTAL Budget YTD	BALANCE	TOTAL YTD
7522 - Services	$10,004,298.00	$636,791.45	$804,713.88	$990,210.97	$1,126,751.13	$649,435.42	$1,205,858	$776,624.79		$159,102.16	$5,960,859.47	$3,884,336.37	61.17%
7525 - Training	$122,891.00	$0.00	$709.95	$3,551.41	$11,027.92	$8,372.41	$13,568	$1,453.70		$8200.00	$38,683.26	$76,007.74	38.15%
7526 - Disabilities	$623,106.00	$21,817.73	$4,373.05	$35,708.38	$29,987.05	$23,696.50	$42,184	$27,935.28		$96,238.00	$96,238.00	$225,864.41	50.50%
7527 - Medical/LPN	$288,637.00	$5,937.11	$13,487.21	$12,373.16	$16,912.30	$14,389.04	$20,481	$13,123.68		$22,622.50	$22,622.50	$169,300.60	41.34%
7521 - Administration	$1,321,904.00	$60,024.00	$91,311.75	$132,041.32	$104,012.78	$81,905.06	$248,055	$85,784.75		$11,726.76	$758,913.37	$551,263.87	58.30%
7528 - Family Svc Work	$1,388,962.00	$51,554.09	$110,823.76	$108,289.62	$105,259.95	$94,486.99	$153,576	$105,986.23		$0.00	$729,977.34	$659,084.66	52.55%
7524 - USDA Services	$1,590,860.00	$14,306.69	$117,234.49	$105,937.62	$201,300.17	$76,004.57	$173,360	$11,203.09		$542,548.40	$796,893.39	$421,185.21	76.08%
7523 - USDA Admin	$176,600.00	$8,186.00	$11,006.89	$11,108.33	$13,112.17	$11,276.94	$24,263	$108,749.56		$0.00	$90,156.69	$89,254.31	50.25%

Financial Statement of the Future of Head Start

Both the House of Representatives (by a 309-118 vote) and the Senate (by 79-18) have passed the FY 2017 Omnibus Appropriations bill, which funds the government through the end of FY 2017 (September 30, 2017). The President is expected to sign the bill, though he certainly did not get everything he wanted. The Trump administration had asked Congress to cut 2017 discretionary spending by $18 billion, in order to offset the increases he wanted for defense and security.

Early childhood education took precedent in importance for the upcoming budget. The House and Senate reached agreement on the FY2017 federal budget. The omnibus package ("omnibus" meaning it is one piece of legislation that puts together all of the separate unfinished pieces of appropriations legislation) includes an increase of $95 million over FY16 for the Child Care and Development Block Grant, and an increase of $85 million for Head Start.

Please see attached historic information on the impact of the United States budget, Head Start and Enrollment over the years.

461

7521 BUDGET (Headstart Admin)	$1,321,904.00
ACTUAL SPENT	$758,373.37
DIFFERENCE (over/under budget)	$563,530.63

1120 - Regular Salaries & Wages	$824,794.00	$457,205.50	$367,588.50
1130 - Other Salaries and Wages	$0.00	$6,541.98	-$6,541.98
1140 - Overtime	$7,000.00	$1,835.06	$5,164.94
			$0.00
			$0.00
Total	$831,794.00	$465,582.54	$366,211.46

2110 - Fica Taxes	$63,093.00	$34,022.99	$29,070.01
2120 - Retirement Contribution	$62,025.00	$35,069.30	$26,955.70
2130 - Life & Health Insurance	$173,400.00	$75,818.59	$97,581.41
2131 - HAS Contribution	$1,800.00	$0.00	$1,800.00
2200 - Payments to OPEB Trust	$7,892.00	$8,959.00	-$1,067.00
			$0.00
			$0.00
			$0.00
Total	$308,210.00	$153,869.88	$154,340.12

3125 - Indirect Costs	$106,329.00	$106,329.00	$0.00
3410 - Local Travel	$1,000.00	$2,376.26	-$1,376.26
3510 - Postage & Messenger Services	$2,000.00	$29.71	$1,970.29
3530 - Toll Charges	$150.00	$113.91	$36.09
3610 - Rental of Equipment	$5,600.00	$1,660.61	$3,939.39
3720 - Communications	$3,000.00	$2,457.09	$542.91
3820 - Mainenance of Equipment	$2,567.00	$1,957.89	$609.11
3910 - Graphic Reprod. Services	$8,800.00	$63.65	$8,736.35
			$0.00
			$0.00
Total	$129,446.00	$114,988.12	$14,457.88

Revenue to date $30.17

4010 - Dues and Memberships	$9,395.00	$6,594.00	$2,801.00
4110 - Office Supplies	$13,000.00	$2,195.64	$10,804.36
4115 - Miscellaneous Operaitng Supplies	$3,000.00	$0.00	$3,000.00
4120 - Software < 1000	$1,500.00	$0.00	$1,500.00
4121 - Computer Equipment < $1000	$1,020.00	$319.76	$700.24
4123 - Equipment < $1000	$5,000.00	$310.75	$4,689.25
4112 Promotional Expenses	$5,000.00	$0.00	$5,000.00
4418 - Educational Assist. Program	$1,000.00	$0.00	$1,000.00
4422 - Scholarships -Awards - Benefits	$559.00	$0.00	$559.00
4482 - Self Insur. Property/casualty	$11,480.00	$11,480.00	$0.00
			$0.00
			$0.00
			$0.00
Total	$50,954.00	$20,900.15	$30,053.85

6438 Computer	$3,000.00	$3,032.68	-$32.68
			$0.00
			$0.00
Total	$3,000.00	$3,032.68	-$32.68

			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

462

7522 Budget Period

7522 BUDGET (Headstart Services)	$10,004,548.00
ACTUAL SPENT	$5,960,679.47
DIFFERENCE (over/under budget)	$4,043,868.53

1120 - Regular Salaries & Wages	$5,560,633.00	$3,578,937.25	$1,981,695.75
1130 - Other Salaries & Wages	$75,900.00	$57,925.21	$17,974.79
1140 - Overtime	$10,000.00	$9,448.73	$551.27
			$0.00
			$0.00
			$0.00
Total	$5,646,533.00	$3,646,311.19	$2,000,221.81

2110 - FICA Taxes	$499,559.00	$265,790.45	$233,768.55
2120 - Retirement Contribution	$503,600.00	$273,567.71	$230,032.29
2130 - Life and Insurance	$1,703,400.00	$927,777.38	$775,622.62
2131 - HAS Contribution	$29,500.00	$0.00	$29,500.00
2150 -	$3,500.00	$3,497.17	$2.83
2200 - Payments to OPEB Trust	$105,672.00	$108,996.00	-$3,324.00
			$0.00
Total	$2,845,231.00	$1,579,628.71	$1,265,602.29

3167 - Payments to Other Government	$8,000.00	$11,804.32	-$3,804.32
3170 - Janitorial Service and Supply	$20,000.00	$6,791.69	$13,208.31
3192 - Software Licensing/Support Fee	$43,890.00	$44,659.03	-$769.03
3195 - Contract Services Medica	$23,500.00	$0.00	$23,500.00
3197 - Contract Svcs Not Oth Speicifed	$16,500.00	$5,320.70	$11,179.30
3350 - Other Insurance & Bonds	$11,000.00	$12,499.00	-$1,499.00
3410 - Local Travel	$10,000.00	$5,571.96	$4,428.04
3530 - Toll Charges	$250.00	$546.76	-$296.76
3610 - Rental of Equipment	$11,000.00	$27,761.83	-$16,761.83
3620 - Leases- Bldgs and Structures	$150,172.00	$133,167.91	$17,004.09
3710 - Utilities	$40,000.00	$25,730.31	$14,269.69
3720 - Communications	$45,000.00	$24,278.68	$20,721.32
3810- Maint of Bldg Imp & Grounds	$100,000.00	$26,210.62	$73,789.38
3820 - Maintenance of Equipment	$35,000.00	$9,698.10	$25,301.90
3823 - Computer Maintenance		$0.00	#VALUE!
3910 - Graphic Reproduction Services	$10,000.00	$0.00	$10,000.00
3825 - Internal Fleet Management Charges	$43,000.00	$10,669.38	$32,330.62
			$0.00
			$0.00
Total	$567,312.00	$344,710.29	#VALUE!

OCPS
$86,321
Pull Contract

4020 - Books, CDs, Videos & Subscripions	$20,000.00	$1,246.35	$18,753.65
4110 - Office Supplies	$25,000.00	$6,405.63	$18,594.37
4115 - Miscellaneous Operating Supplies	$75,000.00	$15,958.85	$59,041.15
4116 - Event Meal Reimbursements	$3,000.00	$949.36	$2,050.64
4120 - Software < $1000	$12,609.00	$0.00	$12,609.00
4121 - Computer Equipment < $1000	$54,580.00	$14,902.85	$39,677.15
4123 - Equipment < $1000	$25,000.00	$2,633.27	$22,366.73
4135 - Food & Dietary	$282,788.00	$65,532.98	$217,255.02
4143 - Medical & Surgical	$0.00	$0.00	$0.00
4175 - Clothing & Wearing Apparel	$100.00	$0.00	$100.00
4195 - Misc Supplies or Expenses	$10,000.00	$0.00	$10,000.00
4412 - Promotional Expenses	$16,625.00	$0.00	$16,625.00
4418 - Educational Assist. Program	$10,000.00	$1,250.00	$8,750.00
4440 - Improvements to Non-County Assets	$5,784.00	$0.00	$5,784.00
4450 - Parent Activity Fund	$9,216.00	$0.00	$9,216.00
4452 - Field Trips - Head Start	$15,360.00	$0.00	$15,360.00
4482 - Self Insur. Prop/Casulty	$279,660.00	$279,660.00	$0.00
			$0.00
			$0.00
Total	$844,722.00	$388,539.29	$456,182.71

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

6310 - Struct and Fac Other than Bldg	$25,250.00	$0.00	$25,250.00
6410 - Equipment	$49,750.00	$1,489.99	$48,260.01
6438 - Computer Equipment	$4,500.00	$0.00	$4,500.00
6420 - Rolling Stock	$25,000.00	$0.00	$25,000.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$104,500.00	$1,489.99	$103,010.01

463

7524 BUDGET (USDA SERVICES)	$1,590,860.00
ACTUAL SPENT	$796,839.61
DIFFERENCE (over/under budget)	$794,020.39
Revenues In	$680,395.40
Total Inc/Def	($116,444.21)

1120 - Regular Salaries & Wages	$161,794.00	$91,417.35	$70,376.65
			$0.00
			$0.00
			$0.00
Total	$161,794.00	$91,417.35	$70,376.65

2110 - FICA Taxes	$12,570.00	$6,568.28	$6,001.72
2120 - Retirement Contribution	$12,355.00	$6,878.66	$5,476.34
2130 - Life and Insurance	$81,600.00	$33,096.18	$48,503.82
2131 - HAS. Contribution	$1,000.00	$0.00	$1,000.00
2200 - Payments to OPEB Trust	$3,536.00	$3,992.00	-$456.00
			$0.00
Total	$111,061.00 $621.00		$60,525.88

3170 - Janitorial Svc & Supply	$1,000.00	$0.00	$1,000.00 dade
			$0.00
			$0.00
Total	$1,000.00	$0.00	$1,000.00

Revenue to date $292,114.53

4115 - Miscellaneous Operating Supplies	$16,995.00	$106.73	$16,888.27
			$0.00
			$0.00
4130 - Household & Kitchen Supplies	$2,005.00	$2,197.06	-$192.06
4135 - Food & Dietary	$1,305,000.00	$648,019.35	$656,980.65
4482 - Self Insurance Property/ Casualty	$4,564.00	$4,564.00	$0.00
			$0.00
			$0.00
Total	$1,328,564.00	$654,887.14	$673,676.86

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

*4123- Shipping

464

7523 BUDGET (USDA Admin)	$176,600.00
ACTUAL SPENT	$90,043.76
DIFFERENCE (over/under budget)	$86,556.24

1120 - Regular Salaries & Wages	$114,615.00	$62,495.94	$52,119.06
			$0.00
			$0.00
			$0.00
Total	$114,615.00	$62,495.94	$52,119.06

2110 - FICA Taxes	$8,767.00	$4,624.72	$4,142.28
2120 - Retirement Contribution	$8,619.00	$4,708.30	$3,910.70
2130 - Life and Insurance	$30,600.00	$6,636.78	$23,963.22
2131 - HAS. Contribution	$300.00	$0.00	$300.00
2200 - Payments to OPEB Trust	$1,326.00	$1,497.00	-$171.00
			$0.00
Total	$49,612.00	$17,466.80	$32,145.20

3125 - Indirect Costs	$6,543.00	$6,543.00	$0.00
3410 - Local Travel	$1,000.00	$382.24	$617.76
3530 - Toll Charges	$30.00	$0.00	$30.00
3820 - Maintenance of Equipment	$500.00	$0.00	$500.00
			$0.00
Total	$8,073.00	$6,925.24	$1,147.76

4110 - Office Supples	$700.00	$55.78	$644.22
4418 - Educational Assist. Program	$500.00	$0.00	$500.00
4482 - Self Insurance Property/ Casualty	$3,100.00	$3,100.00	$0.00
4030	$600.00	$0.00	$600.00
4123	$741.00	$0.00	$741.00
Total	$5,641.00	$3,155.78	$2,485.22

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

465

7527 BUDGET (Medical/Dental/LPN)	$288,537.00
ACTUAL SPENT	$96,713.90
DIFFERENCE (over/under budget)	$191,823.10

1120 - Regular Salaries & Wages	$137,357.00	$62,286.71	$75,070.29
1140 - Overtime	$1,000.00	$361.27	$638.73
1130 - Other Salaries and Wages	$0.00	$1,207.00	-$1,207.00
			$0.00
			$0.00
Total	$138,357.00	$63,854.98	$74,502.02

2110 - FICA Taxes	$10,508.00	$4,679.37	$5,828.63
2120 - Retirement Contribution	$9,972.00	$4,711.16	$5,260.84
2130 - Life and Insurance	$40,800.00	$12,605.66	$28,194.34
2131 - HAS. Contribution	$400.00	$0.00	$400.00
			$0.00
			$0.00
Total	$61,680.00	$21,996.19	$39,683.81

3195 - Contract Services Medical	$17,500.00	$0.00	$17,500.00
3179 - Contract Service - Employmt. Agent	$10,000.00	$5,362.50	$4,637.50
3197 - Contract Svcs Not Oth Speicifed	$30,000.00	$0.00	$30,000.00
3410 - Local Travel	$4,000.00	$505.20	$3,494.80
3720 - Communications	$5,000.00	$560.53	$4,439.47
3530	$100.00	$21.19	$78.81
			$0.00
			$0.00
Total	$66,600.00	$6,449.42	$60,150.58

4110 - Office Supplies	$2,000.00	$40.86	$1,959.14
4115 - Miscellaneous Operating Supplies	$5,000.00	$2,208.42	$2,791.58
4121 - Computer Equipment < $1000	$2,000.00	$0.00	$2,000.00
4123 - Equipment < $1000	$2,000.00	$120.99	$1,879.01
4143 - Medical & Surgical	$10,000.00	$2,043.04	$7,956.96
4418 - Educational Assist. Program	$500.00	$0.00	$500.00
4450 - Parent Activity Fund	$500.00	$0.00	$500.00
			$0.00
			$0.00
			$0.00
Total	$22,000.00	$4,413.31	$17,586.69

			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

466

7526 BUDGET (Disabilities)	$507,496.00
ACTUAL SPENT	$271,409.25
DIFFERENCE (over/under budget)	$236,086.75

1120 - Regular Salaries & Wages	$202,556.00	$202,556.00	$0.00
1130 - Other Salaries & Wages	$30,000.00	$5,521.60	$24,478.40
1140-- Overtime (Lourdes Ramos 10/22 -Eergency)	$0.00	$599.76	-$599.76
			$0.00
Total	$232,556.00	$208,677.36	$23,878.64

2110 - FICA Taxes	$15,494.00	$8,657.40	$6,836.60
2120 - Retirement Contribution	$15,232.00	$8,812.83	$6,419.17
2130 - Life and Insurance	$40,800.00	$23,110.20	$17,689.80
2131 - HAS. Contribution	$600.00	$0.00	$600.00
2200 - Payments to OPEB Trust	$1,754.00	$2,488.00	-$734.00
			$0.00
Total	$73,880.00	$43,068.43	$30,811.57

3195 - Contract Services Medica	$57,000.00	$12,512.00	$44,488.00
3275 -** Medical Services	$120,000.00	$0.00	$120,000.00
3410 - Local Travel	$5,000.00	$1,193.24	$3,806.76
3530	$50.00	$23.72	$26.28
3720 - Communications	$1,250.00	$589.32	$660.68
			$0.00
Total	$183,300.00	$14,318.28	$168,981.72

4020 - Books, CDs, Videos & Subscripions	$5,000.00	$0.00	$5,000.00
4110 - Office Supplies	$3,000.00	$0.00	$3,000.00
4115 - Miscellaneous Operating Supplies	$3,750.00	$285.18	$3,464.82
4418 - Educational Assist. Program	$1,000.00	$0.00	$1,000.00
4482 - Self Insur. Prop/Casulty	$5,060.00	$5,060.00	$0.00
			$0.00
			$0.00
Total	$17,810.00	$5,345.18	$12,464.82

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

467

7525 BUDGET (Training)	$122,891.00
ACTUAL SPENT	$38,683.26
DIFFERENCE (over/under budget)	$84,207.74

			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

3185 - Contractural Service - Training	$11,070.00	$7,450.00	$3,620.00
3420- Out of County Travel	$17,700.00	$10,229.31	$7,470.69
3610 - Rental of Equipment	$1,000.00	$1,095.90	-$95.90
3620 - Leases -Bldgs & Stuructures	$2,000.00	$0.00	$2,000.00
3910 - Graphics Reprod.Services	$1,000.00	$0.00	$1,000.00
3197 - Contract	$5,000.00	$1,125.00	$3,875.00
			$0.00
			$0.00
Total	$37,770.00	$19,900.21	$17,869.79

4020 - Books, CDs, Videos & Subscriptions	$1,000.00	$0.00	$1,000.00
4030 - Training and Educational Costs	$63,550.00	$7,679.96	$55,870.04
4040 -License and Certification fees	$1,000.00	$350.00	$650.00
4110- Office Supplies (Excluding printing)	$2,771.00	$563.82	$2,207.18
4115 - Miscelaneous Operating Supplies	$2,000.00	$0.00	$2,000.00
4116 - Event Meal Reimbursments	$4,500.00	$243.17	$4,256.83
4418- Educational Assist. Program	$10,300.00	$9,946.10	$353.90
			$0.00
			$0.00
			$0.00
Total	$85,121.00	$18,783.05	$66,337.95

			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

468

7528 BUDGET (Family Service Work)	$1,388,962.00
ACTUAL SPENT	$729,977.37
DIFFERENCE (over/under budget)	$658,984.63

1120 - Regular Salaries & Wages	$933,988.00	$527,049.12	$406,938.88
1130 - Other Salaries & Wages	$10,000.00	$0.00	$10,000.00
1140 - Overtime	$5,000.00	$3,149.51	$1,850.49
			$0.00
			$0.00
			$0.00
Total	$948,988.00	$530,198.63	$418,789.37

2110 - FICA Taxes	$71,450.00	$38,156.95	$33,293.05
2120 - Retirement Contribution	$67,808.00	$39,438.00	$28,370.00
2130 - Life and Insurance	$255,000.00	$116,042.33	$138,957.67
2131 - HAS. Contribution	$2,500.00	$0.00	$2,500.00
			$0.00
			$0.00
Total	$396,758.00	$193,637.28	$203,120.72

3410 - Local Travel	$5,000.00	$1,505.37	$3,494.63
3720 - Communications	$8,000.00	$1,326.18	$6,673.82
3530 -	$100.00	$74.47	$25.53
			$0.00
Total	$13,100.00	$2,906.02	$10,193.98

4020 - Books, CDs, Videos & Subscriptions	$2,000.00	$0.00	$2,000.00
4110 - Office Supplies	$7,000.00	$3,125.45	$3,874.55
4115 - Miscellaneous Operating Supplies	$2,000.00	$0.00	$2,000.00
4121 - Computer Equipment < $1000	$2,000.00	$0.00	$2,000.00
4123 - Equipment < $1000	$2,000.00	$109.99	$1,890.01
4412 - Promotional Expenses	$5,000.00	$0.00	$5,000.00
4418 - Educational Assist. Program	$1,000.00	$0.00	$1,000.00
4450 - Parent Activity Fund	$9,216.00	$0.00	$9,216.00
			$0.00
			$0.00
Total	$30,216.00	$3,235.44	$26,980.56

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	$0.00

469

7538 Budget Planner

7538 BUDGET (Pre-Kindergarden)	$1,038,691.00
ACTUAL SPENT	$513,420.14
DIFFERENCE (over/under budget)	$525,270.86
DIFFERENCE With JVs	$55,874.89
Revenues In	$569,295.03
Total Inc/Def	($34,168.87)

Includes Maria and Indirect Costs

1120 - Regular Salaries & Wages	$696,350.00	$196,161.18	$500,188.82
			$0.00
			$0.00
			$0.00
Total	$696,350.00	$196,161.18	$500,188.82

2110 - FICA Taxes	$53,673.00	$14,258.27	$39,414.73
2120 - Retirement Contribution	$52,295.00	$14,932.39	$37,362.61
2130 - Life and Insurance	$172,857.00	$49,157.92	$123,699.08
2131 - HAS. Contribution	$1,000.00	$0.00	$1,000.00
2150 -	$2,000.00	-$1,012.00	$3,012.00
Total	$281,825.00	$77,336.58	$204,488.42

3125 - Indirect Costs	$42,498.00	$0.00	$42,498.00
3185 -	$1,500.00	$0.00	$1,500.00
3410 -	$500.00	$0.00	$500.00
3530 -	$100.00	$0.00	$100.00
Total	$44,598.00	$0.00	$44,598.00

4120 - Software < 1000	$476.00	$0.00	-$476.00
4110 - Office Supplies	$5,400.00	$0.00	$5,400.00
4115 - Miscellaneous Operating Supplies	$7,880.00	$0.00	$7,880.00
4123 - Equipment < $1000	$5,000.00	$0.00	$5,000.00
4482 - Self Insurance Property/ Casualty	$162.00	$1,092.00	-$930.00
			$0.00
Total	$18,918.00	$1,092.00	$17,826.00

			#VALUE!
			#VALUE!
			$0.00
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			$0.00
Total	$0.00	$0.00	#VALUE!

			#VALUE!
			#VALUE!
			$0.00
			$0.00
			$0.00
Total	$0.00	$0.00	#VALUE!

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05/05/2017 PAGE: 1
ORANGE COUNTY
Department 062
FY 2017 Monthly Expense Report
For the selected Department and Unit, by Object and Appropriation

Through 05/05/2017

FUND: 8299 DEPT: 062 UNIT: 7538 / VPK

	OBJECT	APPR	OBJECT NAME	CURRENT BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	PRE-ENCUM. AMOUNT	ENCUM. AMOUNT	TOTAL YTD	BALANCE	% BUDGET USED YTD
1	1120	7EA	REGULAR SALARIES and WAGES	696,350.00	.00	.00	79,360.49	38,664.63	36,655.85	42,543.41	35,397.01	.00	.00	232,621.39	463,728.61	33.41
	2110	7EA	FICA TAXES	53,673.00	.00	.00	5,782.96	2,812.91	2,655.23	3,076.21	2,543.13	.00	.00	16,870.44	36,802.56	31.43
	2120	7EA	RETIREMENT CONTRIBUTION	52,295.00	.00	.00	6,038.87	2,944.16	2,792.63	3,236.68	2,722.53	.00	.00	17,734.87	34,560.13	33.91
	2130	7EA	LIFE and HEALTH INSURANCE	170,857.00	.00	.00	19,330.20	9,701.13	9,431.19	11,156.73	9,994.83	.00	.00	59,614.08	111,242.92	34.89
	2150	7EA	UNEMPLOYMENT COMPENSATION	2,000.00	.00	.00	.00	.00	.00	-1,012.00	.00	.00	.00	-1,012.00	3,012.00	-50.60
OBJECT CATEGORY 1				975,175.00	.00	.00	110,512.52	54,122.83	51,534.90	59,001.03	50,657.50	.00	.00	325,828.78	649,346.22	33.41
2	3125	7EB	INDIRECT COSTS	42,498.00	.00	.00	.00	.00	.00	42,498.00	.00	.00	.00	42,498.00	.00	100.00
	3185	7EC	CONTRACT SVC-TRAINING	1,300.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,300.00	.00
	3410	7EC	LOCAL TRAVEL	500.00	.00	.00	.00	.00	.00	12.46	.00	.00	.00	12.46	487.54	2.49
	3530	7EC	TOLL CHARGES	100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	100.00	.00
	4020	7EC	BOOKS, COMPACT DISKS, VIDEOS, AND SUBSCRIPTIONS	476.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	476.00	.00
	4030	7EC	TRAINING AND EDUCATIONAL COST	200.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	200.00	.00
	4110	7EC	OFFICE SUPPLIES (NOT INCLUDING PRINTING)	5,400.00	.00	.00	.00	.00	.00	.00	124.33	.00	.00	124.33	5,275.67	2.30
	4115	7EC	MISCELLANEOUS OPERATING SUPPLIES	7,880.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	7,880.00	.00
	4123	7EC	EQUIPMENT LESS THAN $1000	5,000.00	.00	.00	.00	.00	.00	.00	96.59	.00	.00	96.59	4,903.41	1.93
	4482	7EA	SELF INS-PROP CASUALTY	162.00	.00	.00	.00	1,092.00	.00	.00	.00	.00	.00	1,092.00	-930.00	674.07
OBJECT CATEGORY 2				63,516.00	.00	.00	.00	1,092.00	.00	42,510.46	220.92	.00	.00	43,823.38	19,692.62	69.00
*TOTAL UNIT_CD 7538				1,038,691.00	.00	.00	110,512.52	55,214.83	51,534.90	101,511.49	50,878.42	.00	.00	369,652.16	669,038.84	35.59
TOTAL				1,038,691.00	.00	.00	110,512.52	55,214.83	51,534.90	101,511.49	50,878.42	.00	.00	369,652.16	669,038.84	35.59

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CH Full Name	Comp Supp Name	Item Total	Placeholde	GL: FUND	GL: DEPT	GL: UNIT_	GL: OBJ	Program Card Name
DEONARINE, VIDYA D	WM SUPERCENTER	$111.32	4/19/2017	7007	062	7528		ORANGE COUNTY BOCC- PCard
DEONARINE, VIDYA D	LAKESHORE LEARNING	$47.49	4/27/2017	0001	062	7521		ORANGE COUNTY BOCC- PCard
DEONARINE, VIDYA D	COMMUNITY COORD CHILDCARE	$10.00	4/18/2017	7007	062	7525	4030	ORANGE COUNTY BOCC- PCard
FLORES, DAISY	INTERPRETEK	$110.00	4/10/2017	7007	062	7522	3176	ORANGE COUNTY BOCC- PCard
FLORES, DAISY	GRAND HYATT SAN DIEGO	$511.12	4/24/2017	7007	062	7525	3420	ORANGE COUNTY BOCC- PCard
FLORES, DAISY	FEDEX 890170720111	$22.53	4/24/2017	7007	062	7522	3510	ORANGE COUNTY BOCC- PCard
FLORES, DAISY	FEDEX 786324973938	$30.30	4/26/2017	7007	062	7521	3510	ORANGE COUNTY BOCC- PCard
FLORES, DAISY	SCHOOL NURSE SUPPLY INC	$638.00	4/28/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
FLORES, DAISY	QUANTUM DISTRIBUTORS	$621.30	4/19/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
FORE, ANGELA M	GRAND HYATT SAN DIEGO	$0.65	4/12/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/14/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/14/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/14/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/14/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/14/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/14/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/14/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	SOUTHWES 5268515150972	$549.90	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	PAYPAL FATHERHOOD	$900.00	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	FLORIDA ASSOCIATION FO	$450.00	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/17/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/18/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/18/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/18/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/18/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/18/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/18/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	COMMUNITY COORD CHILDCARE	$10.00	4/18/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	SOUTHWES 5268515524003	$130.98	4/19/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	SOUTHWES 5262101029950	$241.98	4/19/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	GRAND HYATT SAN DIEGO	$538.59	4/24/2017	7007	062	7525		ORANGE COUNTY BOCC- TCard
FORE, ANGELA M	SOUTHWES 5268514271733	$327.95	4/11/2017	7007	062	7525	3420	ORANGE COUNTY BOCC- TCard
GRULLON, JULIO	SURFACE DOCTORS LLC	$549.00	4/5/2017	7007	062	7522	3810	ORANGE COUNTY BOCC- PCard
GRULLON, JULIO	KOMPAN INC	$1,361.00	4/6/2017	7007	062	7522	3810	ORANGE COUNTY BOCC- PCard
GRULLON, JULIO	THE HOME DEPOT	$35.85	4/3/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
GRULLON, JULIO	THE HOME DEPOT	$31.22	4/7/2017	7007	062	7522	4123	ORANGE COUNTY BOCC- PCard
GRULLON, JULIO	KORKAT	$170.75	4/24/2017	7007	062	7522	6410	ORANGE COUNTY BOCC- PCard

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GRULLON, JULIO	KORKAT	$711.13	4/24/2017	7007	062	7522	6410	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$17.97	4/5/2017	7007	062	7522	3610	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$11.98	4/5/2017	7007	062	7522	3610	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$17.97	4/5/2017	7007	062	7522	3610	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$41.93	4/5/2017	7007	062	7522	3610	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$17.97	4/5/2017	7007	062	7522	3610	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$12.52	4/5/2017	7007	062	7522	3710	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$25.04	4/5/2017	7007	062	7522	3710	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$21.15	4/5/2017	7007	062	7522	3710	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$50.08	4/5/2017	7007	062	7522	3710	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$31.30	4/5/2017	7007	062	7522	3710	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$6.26	4/5/2017	7007	062	7522	3710	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	COUNCIL FOR PROFESSIONAL	$425.00	4/17/2017	7007	062	7525	4040	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	COUNCIL FOR PROFESSIONAL	$425.00	4/19/2017	7007	062	7525	4040	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$108.99	4/3/2017	7007	062	7522	4110	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$163.66	4/7/2017	7407	062	7524	4110	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$340.48	4/7/2017	7007	062	7521	4110	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$92.78	4/7/2017	8299	062	7538	4110	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$340.48	4/7/2017	7007	062	7522	4110	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$184.82	4/10/2017	7007	062	7521	4110	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$50.78	4/10/2017	7007	062	7521	4110	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$13.17	4/5/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$4.39	4/5/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$8.98	4/5/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	READYREFRESH BY NESTLE	$8.78	4/5/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	KAPLAN EARLY LEARNING COM	$94.53	4/28/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$104.99	4/10/2017	7007	062	7521	4123	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$73.02	4/10/2017	7007	062	7522	4123	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$254.97	4/10/2017	7007	062	7522	4123	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	OFFICE DEPOT	$190.08	4/10/2017	7007	062	7522	4123	ORANGE COUNTY BOCC- PCard
JOHNSON, JUNE	KING	$1,481.10	4/11/2017	7007	062	7522	4422	ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	DATASPLICE LLC	$284.66	4/5/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	PUBLIX #436	$32.55	4/5/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	PUBLIX #436	$28.47	4/6/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$519.99	4/10/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	PUBLIX #436	$13.68	4/12/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$229.47	4/13/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	WAL-MART #4588	$56.48	4/14/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	UNITED TROPHY DOWNTOWN	$319.70	4/14/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$118.77	4/14/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$23.12	4/17/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$139.98	4/17/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	PUBLIX #436	$25.58	4/19/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	PUBLIX #436	$30.20	4/20/2017					ORANGE COUNTY BOCC- PCard

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MOORE, SANDRA	OFFICE DEPOT	$15.49	4/20/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$38.91	4/20/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	PUBLIX #436	$93.84	4/20/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	DUNKIN #352560	$31.98	4/21/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	PUBLIX #465	$299.60	4/21/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	PUBLIX #465	$26.85	4/21/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	AHA PROCESS INC	$24.50	4/25/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$90.95	4/26/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$548.75	4/27/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$69.00	4/27/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$8.02	4/28/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	OFFICE DEPOT	$45.80	4/28/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	WAL-MART #4425	$60.72	4/28/2017					ORANGE COUNTY BOCC- PCard
MOORE, SANDRA	SQ APRIL HAIR	$700.00	4/28/2017					ORANGE COUNTY BOCC- PCard
ORLEMAN, EILEEN	SOUTHWES 5262101085325	$241.98	4/19/2017	7007	062	7525	3420	ORANGE COUNTY BOCC- PCard
ORLEMAN, EILEEN	SOUTHWES 5268515592808	$130.98	4/19/2017	7007	062	7525	3420	ORANGE COUNTY BOCC- PCard
ORLEMAN, EILEEN	COMMUNITY COORD CHILDCARE	$10.00	4/14/2017	7007	062	7525	4030	ORANGE COUNTY BOCC- PCard
ORLEMAN, EILEEN	LA PRIMERA GROCERY	$239.94	4/3/2017	7007	062	7528	4450	ORANGE COUNTY BOCC- PCard
ORLEMAN, EILEEN	BRAVO APOPKA	$364.14	4/27/2017	7007	062	7522	4450	ORANGE COUNTY BOCC- PCard
RIVERA, LIMARYS	PUBLIX #605	$29.06	4/20/2017	7007	062	7522	4450	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$6.78	4/3/2017	7007	062	7521	4115	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	DOLLAR-GENERAL	$9.50	4/17/2017	7407	062	7524	4115	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	WAL-MART #0890	$59.84	4/26/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	WAL-MART #5871	$14.80	4/27/2017	7407	062	7524	4130	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	WAL-MART #0890	$81.93	4/3/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$98.51	4/3/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #1440	$28.38	4/4/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$82.89	4/5/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	APNA BAZAAR	$67.41	4/7/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	WM SUPERCENTER	$95.83	4/10/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	GFS STORE #1971	$318.26	4/10/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #692	$43.92	4/13/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$23.94	4/18/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	SQ HORIZONS MEDICA	$1,319.80	4/18/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$99.53	4/19/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #692	$21.94	4/20/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #605	$112.40	4/21/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$55.92	4/21/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #1122	$63.47	4/21/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	GFS STORE #1971	$16.99	4/21/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$3.69	4/24/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$3.34	4/24/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #1440	$135.64	4/25/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$401.89	4/13/2017	7007	062	7528	4450	ORANGE COUNTY BOCC- PCard

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SHEIKH, SHAMIN	SONNY'S BBQ-SOBT	$66.33	4/13/2017	7007	062	7528	4450	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	PUBLIX #436	$81.94	4/18/2017	7007	062	7528	4450	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	SONNY'S BBQ-SOBT	$94.16	4/20/2017	7007	062	7528	4450	ORANGE COUNTY BOCC- PCard
SHEIKH, SHAMIN	SONNY'S BBQ-ALAFAYA	$505.21	4/26/2017	7007	062	7528	4450	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	WM SUPERCENTER	$42.00	4/4/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	SQ COCK-A-DOODLE-DOO PET	$375.00	4/24/2017	7007	062	7522	4115	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	WM SUPERCENTER	$14.88	4/14/2017	7407	062	7524	4130	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	CARIBBEAN SUPERCENT	$99.78	4/4/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	WAL-MART #4588	$163.70	4/4/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	PUBLIX #761	$20.23	4/6/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	GFS STORE #1927	$68.95	4/6/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	PUBLIX #1174	$74.76	4/11/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	PUBLIX #331	$170.23	4/17/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	WM SUPERCENTER	$43.88	4/18/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	PUBLIX #605	$54.90	4/18/2017	7407	062	7524	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	PUBLIX #436	$163.03	4/26/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	WAL-MART #4197	$81.46	4/27/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	WM SUPERCENTER	$49.84	4/27/2017	7007	062	7522	4135	ORANGE COUNTY BOCC- PCard
SMITH, KERRY-ANN	SQ GRAFI JAMES LLC	$198.00	4/25/2017	7007	062	7528	4450	ORANGE COUNTY BOCC- PCard

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A BRIEF HISTORY OF CHANGES IN THE HEAD START PROGRAM

(B. Haxton, OHSAI)

1965

- Program began as a summer program through local public schools.

  Funding was $96,400,000, enrollment was 561,000.
  Lyndon Johnson, President

1966

- Based on success of the summer program, Head Start was funded as a primarily part day, 9 month program, largely through existing community action programs.
- Responsibility for the program was under the federal Office of Economic Opportunity. Design began with four basic component requirements as outlined in program "guidance".
- No legislated "standards" were in place.

  Funding was $198,900,000, enrollment was 733,000
  Lyndon Johnson, President

1967

- A demonstration project – The Parent and Child Centers – was established, offering Head Start services to families with children birth to three (replaced by EHS in 1995)

  Funding was $208,900,000, enrollment was 749,000
  Lyndon Johnson President

1969

- Head Start moved from OEO to the newly established Office of Child Development, under the then Department of Health, Education and Welfare.

  Funding was $333,900,000, enrollment was 663,600
  Richard Nixon, President

1970

- The role of Policy groups were defined, and 70.2 was created and written into law.

  Funding was $325,700,000, enrollment was 477,400.
  Richard Nixon, President

1972

- Head Start mandated to serve children with disabilities. The required "at least 10%" of its national enrollment would be set aside for these children.
- RAPs established, providing a T/TA system for services to children with disabilities.
- Home Based services model was approved

  Funding was $376,300,000, enrollment was 379,000
  Richard Nixon, President

1973

- First CDA program established. CDA's in every classroom proposed for 1976.
- The National Head Start Association was established
- The Ohio Head Start Association was incorporated

  Funding was $400,700,000, enrollment was 379,000.
  Richard Nixon, President

1975

- First Performance Standards were published and the review process was begun. Reviews were not done every three years, although the standards identified that as the ideal process.

  Funding was $403,900,000, enrollment was 352,800.
  Richard Nixon, President

1977

- First expansion opportunities for Head Start programs, expansion occurred in the 1978 fiscal year.
- Bilingual and bicultural Migrant and Seasonal programs began. Services were provided to 6,000 children in 21 states

Funding was $475,000,000, enrollment was 333,000.
Jimmy Carter, President

1978

- First actual expansion took place.

Funding was $625,000,000, enrollment was 391,400.
Jimmy Carter, President

1979

- President Carter recommended moving Head Start to the U.S. Department of Education. Considerable resistance to this effort was raised by the Head Start community nationwide, and the President dropped the idea. Head Start remained under HHS

Funding was $680,000,000, enrollment was 387,500
Jimmy Carter, President

1984

- Head Start stayed in the Regan "safety-net", but federal oversight was tight

Funding was $995,750,000 Enrollment was 442,140
Ronald Reagan, President

1986

- Considerable federal pressure put on programs to limit service to children to one year, thus serving larger numbers of children for the same funding.

Funding was $1,040,315,000, enrollment was 451,732
Ronald Reagan, President

1990

- Largest single increase was approved for Head Start in its history. President and Congress promised "full funding" for the program. Funding was approved for the 1991 fiscal year.
- Head Start Expansion and Quality Improvement Act passed.
- Head Start/State Collaboration Projects begun. First wave funded, Ohio among first 12 states to receive funding.

Funding was $1,552,000,000 enrollment was 540,930.
George Bush, President

1991

- Funding for expansion distributed. Funding was $1,951,800,000 enrollment was 583,471

Funding was $1,951,800,000 enrollment was 583,471
George Bush, President

1993

- Federal legislation passed allowing Head Start programs to purchase buildings, and pay interest with federal dollars.
- President's Commission on Head Start established

Funding was $2,776,286,000, enrollment was 713,903
Bill Clinton, President

1994

- Head Start Reauthorization. Significant, major changes in the direction of Head Start included in the language of the bill, based on the findings of the President's Commission.
- Program Quality the Major Focus
- Services for children birth to three
- Revision of the Performance Standards
- Increased focus on collaboration, particularly with child care
- Early Head Start grants would be completive with ANY qualified provider, opening the door to Head Start "ownership", and creating a broader competitive field for Head Start

Federal funding was $3,325,728,000, enrollment was 740,493
Bill Clinton, President

1995

- First Early Head Start programs were funded.
- CDA requirement – a CDA in every classroom – to be in place in 1996.
- Select committees for Head Start Performance Standards meet in DC.
- Head Start/Child Care partnership initiative underway.
- Required on-site peer reviews every three years enforced. Required shut-down of programs if deficiencies are not corrected within one year.
- Welfare Reform – beginning of the movement which brought significant changes to Head Start enrollment potential

Funding at $3,534,128, 000enrollment at 750,696
Bill Clinton, President

1996

- Head Start Revised Performance Standards completed.
- CDA requirement FINALLY anchored. One CDA teacher required in every classroom

Federal Funding was $3,569,329,000, enrollment was 752,077
Bill Clinton, President

1997

- Revised Head Start Performance Standards enforced. The following presented major adjustment needs/changes in agency systems from the previous standards:
  - High quality program operation to be enforced
  - Major changes in component structure
  - Major changes in the Policy Group functions
  - Increased responsibilities for the Board of Directors
  - Staff must be QUALIFIED to do their work- must have appropriate skills, knowledge and experience for job
  - Collaboration requirements escalated
  - CDA Requirements anchored
  - Major change in the on-site assessment tool and process

Funding at $3,980,546,000 enrollment was 793,809
Bill Clinton, President

1998

- Reauthorization- Resulted in the most massive changes yet for the Head Start program:
  - Purpose of Head Start changed from the development of social competence to the promotion of school readiness, creating a major culture change for Head Start
  - For profit organizations may compete for Head Start grants
  - Includes major focus on child and family literacy goals, creating a major literacy focus for Head Start classrooms
  - Establishes expectations for competitive salaries for teachers and other Staff
  - Expands funding to Early Head Start
  - Adds additional education performance standards
  - Changes and adds-to the performance review process
  - Requires outcomes assessment processes for children (Performance Measures)
  - Shortens the deficiency correction time from one year to 90 days for some problem areas
  - Adds significant work requirements in the social services area

- Requires transition activities
- Requires enhancement of HS/CC partnership agreements
- Requires AA Degrees for at least one teacher in each Head Start classroom
- Requires additional professional requirements for classroom teachers
- Requires an enhanced Human Resource system for programs
- Requires focus on full day-full year services for families
- Creates major shifts and new requirements in management systems

- Funding was $4,347,433; enrollment was 822,316
Bill Clinton, President

1999

- Reauthorization requirements put into law, and enforcement begun
  - Priority focus on education practices and outcome measures
  - Priority focus on supporting career/professional development planning, and teacher education
  - Priority focus on improving management systems
  - Priority focus on supporting appropriate funding an d functioning of Early Head Start programs
  - Priority focus on Head Start partnerships and full day services

- Funding was $4,658,151,000; enrollment was 826,016
Bill Clinton, President

2000

- President requests biggest increase in Head Start funding ever - $1 billion, Congress approved $933 million. Still the largest increase ever.
- Programs are enveloped in managing the change processes and resulting culture changes within their Head Start program operations and the escalated time frame for completion of teacher degrees .
- Futurists are looking at the changes which will occur, depending on the presidential candidate elected. -

Funding was $5,267,000,000; enrollment was 857,664
Bill Clinton President

2001

- Major focus on classroom literacy standards by the Bush administration.
- Continued focus on high quality program operations.
- New Head Start Commissioner, from a small program in Texas. Not from within the Bureau structure or with government service as a background.
- PRISM anchored as the on site evaluation tool, after two years of revisions continued and increased focus on Head Start research, looking for "proof" of the value of the program – higher levels of accountability

Federal Funding at $6,199,812,000. Enrollment at 905,235
George W. Bush, President

2002

- Federal initiative for classroom literacy and pre-reading skills the major national focus – mandated national training institutes planned for the coming year -

STEP (Summer Teacher Education Program) training in the summer of 2002
STEP follow-up November, 2002
New Director's and others Training, January 003
Health Institute, April 2003
STEP Distance Training, June 2003
Fiscal Training Institute July/August 2003
STEP IV, V, VI, VII planned for continuation in 2003
T/TA focus to be solely on the federal mandates for the coming fiscal year
(October 02– September 03). Regional priorities not being considered

- All carry-over funds, previously controlled by the Regions, will now be controlled by the D.C. Bureau. Funds will be sent back to Washington and re-distributed.
- All new and replacement grants will now be "paneled" and determined by the Washington Bureau where previously done by the Regions.
- Continued dialogue about moving Head Start from HHS to the U.S. Dept. of Education

- Funding at $6,536,570,000; enrollment at 912,345,
G.W. Bush, President

2003

- Federal Budget includes a $139m increase for Head Start, President's "Strengthening Head Start" plan introduced, proposing both a move to the U.S. Dept. of Education, and a state by state grant of the federal funding T/TA system of 38 years dismantled. National Reporting System introduced on warp speed track, staff trained in the program on a national agenda training schedule, and first assessments were completed in the fall of 2003.

- National uproar by hundreds of ECE professionals against the NRS and the design of this assessment program. Calls for in-depth evaluation of the program are defended vigorously by the administration

- Head Start NOT reauthorized on schedule, and program goes into "Continuing Resolution" funding

- Funding at $6,667,533; enrollment at 919,427
G.W. Bush, President

2004

- House passes contentious Head Start reauthorization bill by one vote at 1:30 a.m. First time in the history of Head Start that such discord was present in Reauthorization efforts. Senate bill leaves committee with many parts unacceptable to the Head Start community. Bill not to floor by mid-April,
- Rumors of hold up until after the 2004 election. GAO begins investigation of the NRS Congress does not act on Head Start Reauthorization, so program goes into the 2nd year of continuing resolution on funding.
- Bureau unveils the Head Start Management Initiative – an effort to ensure program compliance with the regulations especially full enrollment, fiscal accountability and program quality.
- Senate Bill doesn't make it out of the Senate, Reauthorization 2004 does not happen
- Flat funding continues, with a less then 1% cola provided
- T/TA network not functioning to the satisfaction of most programs across the country
- Considerable numbers of negative news articles hit papers across the country. Effort masterfully crafted by the House Education and Workforce committee.

Funding at $6,666,783,000 *Enrollment 909,608*
G.W Bush, President

2005

- Reauthorization process begins again. House passes HR 2123 in late summer.
- HR 2123 includes sweeping changes for Head Start management and governance processes
- Head Start wage and salary administration process is questioned by Congress, and salary caps for Executive Directors, Head Start Directors and other key staff are imposed on Head Start programs
- GAO releases report on the Head Start bureau, which is unflattering, and points out failures in Head Start program oversight. Congressman Boehner's committee requested the study
- Senate bill 1107 passes out of committee
- President's budget flat funds Head Start and includes funding for some sort of "state demonstration projects"
- Bureau seriously changes and tightens PRISM process and programs are experiencing very negative on-site reviews. Limited advance notice is being provided to programs (30 days) prior to the on-site visit
- Bureau changes a wide range of processes formerly in place, and does most decision making in Washington, DC rather than in the Regional Offices
- T/TA process is evaluated by the Bureau, there is still a high rate of dissatisfaction with the T/TA system

Funding at $6,842,348,000 *Enrollment at 905,851*
G.W. Bush, President

2006

- Senate does not bring S 1107 to the floor
- Head Start budget is cut by 1%. First time the budget has ever been CUT
- Prism changes again, effective for the beginning of FY 2007 (November)
- Head Start Bureau undergoes major reorganization. Is now the OFFICE OF HEAD START – an elevation in relationship to the Office of HHS
- A new Director of the Office of Head Start is named. Channel Wilkins. Assistant Director is named – Frank Fuentes
- Changes to the T/TA system were put in place, little to no training occurs as a part of the contracted system.
- Both House and Senate majorities shift to the Democrats in the November election

<u>Head Start Reauthorization did NOT occur in 2006, making the House and Senate bills obsolete, and they were redrafted in 2007 for reauthorization efforts</u>

Funding at $6,785,771,000 *Enrollment at 906,993*
G.W. Bush, President

2007

- Funding remains flat
- HR 1429 was developed by the renamed House Committee on Education and Labor
- It was passed by a solid majority of votes in April, 2007
- Senate Bill 556 was passed in June. Both bills are now in committee (9/07)
- Head Start reviews have been much more user friendly in the 2007 program year
- The Improving Head Start Act of 2007 was passed by both houses of Congress, and signed into law by President Bush on December 13, reauthorizing Head Start for an additional five years.
- A group of Senators in a bi-partisan effort petitioned the Senate Committee on Appropriations for a minimum $750m increase in Head Start funding for FY 2008, however the White House budget provides flat funding again for Head Start.

Funding at $6,888,571,000 *Enrollment at 909,201*
G.W. Bush, President

2008

- The Office of Head Start is moving to write regulations for the new Act, and revise the existing regulations in concert with the new rules. That process began on 2/1/08.
- Certain requirements in the Reauthorization Act of 2007 were immediately transferred into local agency requirements, bypassing the rule writing process, including the changes in required board structure. They include:
  - Eligibility raised to 130% for 35% of agency slots
  - HS Programs MUST enroll at least 10% of their slots with children with disabilities as defined by the IDEA regulations, and these children must have an IDEA based IEP as determined by the LEA, and
  - Homeless children are categorically eligible for Head Start regardless of income – the McKinney Vento act defining "homeless" will apply to Head Start
  - Teacher degrees will be required – by 9/30/2010 All EHS teachers must have a CDA (new); by 9/30/2011 ALL classroom teachers must have an AA; by 2013 ALL Education Coordinators/Managers must have a BA; by 2013 50% of ALL classroom teachers must have a BA;
  - By 2013 ALL teacher assistants must have a CDA
  - Programs may request to reduce slots during years where there is no new money in order to accommodate program expenses
  - Programs may request slot conversions from part day to full day and from Head Start to Early Head Start
  - State training offices funded in some regions prior to the election in November Funding was cut in the President's budget by $10 million

Funding at $6,888,571 *Enrollment at 909,201*
G.W. Bush, President

2009

- Head Start included in the *American Economic Recovery and Reinvestment Act*
  1.234 billion provided for HS – COLA, Quality Improvement, HS expansion, EHS expansion, all but $234 million is temporary money; 1 billion provided for EHS expansion, all is temporary money 2 years duration
- State Training offices all funded. Role of the State Training office not clearly defined in some regions. Services not readily available in some regions. Phase 2 of the T/TA system as defined in the HS Act, not yet announced as of May, 2009.
- Standards Revision as defined in the Head Start Act of 2007has not been completed
- An additional $1.1billion is earmarked for Early Head Start expansion, dollars to be distributed outside formula requirements. These dollars have a temporary life span of 2 years.
- The FY 2009 budget is passed in an Omnibus bill giving Head Start another $2.34 million to be distributed by the allocation formula. This money is permanent and will be included as an increase in agency grant allocations
- Yvette Sanchez-Fuentes named Director of the Head Start Bureau
- Requirement for the revision of the Performance Standards within one year of the passage of the Head Start Act not met
- Secretary's Advisory Committee completes recommendations for the Redesignation of programs and submits to ACF.

Funding at $6,776,784,000 *Enrollment at 908,412*
Barack Obama President

2010

- A total of $2.1 billion in ARRA funds distributed to programs across the country through competitive applications. These dollars expanded enrollment by more than 64,000 children and their families.
- Considerable complaining and concerns raised by the field regarding the competency and value of the T/TA network as it was configured following the passage of the Head Start Act. Consequently, the system was dismantled and RFP's were released for a new configuration
- Requirement for the completion of the Performance Standards still not met

- Release of a NPRM for Redesignation occurred in the fall of 2010. The language of NPRM was very divergent from the Secretary's Advisory Committee's recommendations. Final comments to be sent by December 21, 2010
- New T/TA system identified. Providers much the same as those in the 2009 iteration, but the work plans are totally changed. Will focus primarily on classroom activities and skills of teachers.
- Head Start Resource Centers identified: Five resource centers are named and grants awarded in addition to the state based T/TA system and the already in place Early Head Start National Resource Center They are:

  - National Center on Quality Teaching and Learning
  - National Center on Cultural and Linguistic Responsiveness
  - National Center on Program Management, Design and Fiscal Operations
  - National Center on Parent, Family and Community Engagement
  - National Center on Health, Nutrition, Dental and Mental Health

  These centers will be tasked with providing current research and best practices and other professional development materials. They will offer expertise in the various areas of Head Start service delivery.
- An Omnibus bill ensuring the permanence of Head Start expansion funds (ARRA) did NOT pass, and the program is operating on a CR through February of 2011.

Funding at $7,234,783,000 *Enrollment at 908,412*
Barack Obama President

2011

- OHS released the newly configured organization chart and reorganized structure
- Congress is threatening funding cuts in base grant funding in addition to excluding ARRA funding amounts.
- Over 1,600 responses and 66,000 comments returned to OHS in response to the NRFP.
- ARRA funding made permanent in last minute budget efforts, all slots and all dollars
- Final RULE on DRS released in September. Broad deviation from ACT and Secretary's Committee recommendations. HS community raises multiple concerns
- Sequester rule passed in Congress threatening the future of all federal domestic program budgets
- OHS identifies 132 Head Start programs as "poor performing" and slates them for recompetition during the coming year. RFPs to be released in the spring.

- Several State Association groups file suit in federal court to block the recompetition of programs in their states based on the questionable use of retroactive application of the law and a single deficiency as a trigger
- School Readiness now becoming a major initiative out of OHS
- Parent and Family Engagement initiative launched
- CLASS scores now being used as a part of the review process – scores will count

Funding at $7,559,634,000 Enrollment at approximately 964,430
Barack Obama President

2012

- RFP's for some the 131 programs (one was removed after a "due process" review) on the list were issued in April – due in July
- RFP's for the litigant programs were issued in May – due in August.
- Process was identified. Reviews in fall; announcements of awards by the end of the year. No program ownership changes until after the end of the 2013 school year
- School Readiness now a major issue for local programs
- School Readiness initiative highlighted by OHS
- Head Start Impact Study results announced. Stated Head Start children lose gains by the end of first grade, announcement resulted in major negative press for Head Start and major fodder for right wing groups wishing to get rid of the program.
- Deputy Secretary Linda Smith has promised a newly revised review process to be unveiled in September 2012
- Nothing unveiled in September of 2012 regarding a revised review process
- Second round of 120 programs in the DRS was announced in December 2012

Funding at $7.968,544,000 Enrollment at 956,497
Barak Obama, President

2013 to date

- Awards made for the first round of DRS programs. 80% of programs previously operating were re-awarded grants
- CLASS scores accounted for 50% of the programs in the DR5 second round.
- Sequester cuts were applied to Head Start programs for the 2013 fiscal year. A 5.27% cut across the board for Head Start was imposed representing a loss of about 70,000 children/slots
- President announced plans for an early childhood initiative. Universal PreK for children at or under 200% of poverty to be operated in concert with the US Department of Education
- President announced plans for expansion of Early Head Start in partnership with child care. Both initiatives are dependent on budget allocations and Congressional action

Orange County Head Start
Policy Council
Meeting: May 18, 2017
Director's Program Information Update

Local Head Start Information

During the month of April, Orange County Head Start participated in a financial audit completed by the Comptroller's office on all grant funded programs. There was no corrective action required, only recommendations to ensure the program is operating at the highest level of efficiency. It was recommended that the program complete new policies and procedures that align with the OMB regulations. Staff will participate in a webinar and conference to learn more about the Code of Federal Regulations.

Orange County Head Start continues to participate in meetings with Orange County Public Schools (OCPS) for an Inclusion Classroom. This classroom would include a teacher from both OCPS and Head Start in the same classroom providing the intervention services that are required in a Varying Exceptionalities classroom. Currently, the students are bused to OCPS during the Head Start day. Questions regarding funding and other issues and will take many more meetings to include meetings with other Head Start programs.

Orange County Head Start & Fifth Third Bank continue to push forward with establishing an MOU for the collaboration of the two entities to work together to improve the financial wellness of Head Start parents, and staff. In the month of April, thirteen staff embarked upon a 13 week financial wellness class in hopes of improving their own financial wellness to be a role model for Head Start parents. This class will be offered to Head Start parents once the MOU is completed and signed. Since attending the class, I've made some changes and have seen a 39 point increase on my own credit report.

Orange County Head Start completed the Self-Assessment process in collaboration with partners, parents and staff. The five areas that were assessed during the self-assessment included School Readiness, Health & Dental, Safety; specifically accident/incidents, Family Engagement and Professional Development. The teams reviewed the monitoring results, progress on program goals and objectives, and other program data during the Self-Assessment team meeting. The teams were then asked to analyze, dialogue, and provide recommendations for program improvement. The teams were provided with one year of program data. Members of key management staff will now take the recommendations and formulate a program improvement plan.

Members of key management staff met at the beginning of April 2017 to establish a plan for the Head Start center relocations and closings. There will be a total of four centers closing to include Orlando Tech, Tangelo Park Elementary, Grand Avenue and Washington Shores at the Hope. Head Start will relocate Dover Shores and Englewood into the new sites. Head Start has been approved to open three new sites; Three Points Elementary, McCoy Elementary and Frontline. There are several divisions and persons that will be included in the relocations and closings.

On April 25, 2017, Orange County Head Start received a Proclamation from the Mayor and Board of County Commissioners on behalf of The Week of the Young Child. The Week of the Young Child is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association. The purpose of the Week of the Young Child is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs. NAEYC first established the Week of the Young Child in 1971, recognizing that the early childhood years (birth through age 8) laid the foundation for children's success in school and later life.

On April 25, 2017 a presentation was made to the Orange County Mayor & Board of County Commissioners as part of the federal regulations to provide updates to the governing board. A copy of the report is attached.

According to the new Head Start Program Performance Standards 1302.33 A program must use one or more research-based developmental standardized screening
tools to complete the screening. The Mental Health & Disabilities unit is currently in the process of reviewing screening tools as the program must implement the standard in August of 2017.

Orange County Head Start Manager, and Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Coordinator provided training to District 1 Commissioner Betsy VanderLey & District 5 Commissioner Emily Bonilla. These trainings are required according to the Head Start Act & Head Start Program Performance Standards. The ERSEA training was provided to both Commissioners along with Policies and Procedures, Performance Standards and Head Start Act.

Region IV Head Start Updates:

Region IV provided to all programs the Facility Procedures Process letter which provides programs with basic information about the processes and procedures used by the Regional Office with regard to purchases, construction and renovation. The document is attached.

National Head Start Updates:

Orange County Head Start is participating in the Head Start Family and Child Experiences Survey 2014-2018 (FACES). Mathematica Policy Research, an independent research company, is conducting FACES. The Administration for Children and Families, part of the U.S. Department of Health and Human Services, funds the study. The survey focuses on children's growth, family involvement, and program quality. The study aims to identify strategies for improving Head Start. The Englewood & Pine Hills centers are participating.

The following notices were sent from the National Office of Head Start:

Federal Register Alerts and Grant Notices

- Federal Register Alert: Applications for New Awards; Educational Technology, Media, and Materials for Individuals with Disabilities—Stepping-Up Technology Implementation
- Federal Register Alert: Child Nutrition Programs: Income Eligibility Guidelines

- Federal Register Alert: The Early Head Start Family and Child Experiences Survey 2018 (Baby FACES 2018)
- Federal Register Alerts from the Department of Education
- Grant and Funding Opportunities: American Indian and Alaska Native Early Head Start Expansion
- Grant Notice: Applications for New Awards: Educational Technology, Media, and Materials for Individuals with Disabilities—Stepping-up Technology Implementation
- Grant Notices from HHS, ACF, Office of Planning, Research and Evaluation (OPRE)

Division Manager Special Activities

- Provided trainings to Commissioner B. VanderLey & Commissioner E. Bonilla as required in the Head Start Act & Program Performance Standards
- Received the Proclamation for Week of the Young Child
- Meeting with Orange County Public Schools regarding safety issues at South Orlando YMCA
- Teleconference with Nemours regarding new partnership

ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Grants Management | Region IV | 61 Forsyth Street, SW, Suite 4M60, Atlanta, GA 30303 |
Telephone: (404) 562-2800/2900 | Fax: (404) 562-2983

Region IV Facility Procedures Process Letter

Date: APR 26 2017
Authorizing Official/Board Chair
Program Name
Grant Number
Program Address

This letter will give you basic information about the processes and procedures used by the Regional Office with regard to the purchase, construction, and renovation of Head Start facilities. This is not a solicitation for facility proposals or applications for funding. It is an introduction that will help you if you find it necessary to build, purchase, or renovate a facility in the future.

APPLICATION PROCESS:
Application should be submitted through HSES under the appropriate application type. When an application is received by ACF, it will be reviewed for completeness and adherence to regulations and policies. Your Fiscal and Program Specialists will contact your agency for any additional information.

The amount of time required for the initial review process will be 30 to 45 depending on the thoroughness of the application you submit to us. Please allow at least 90 days for final approval of your 1303 application.

A facility Pre-Award Checklist should be completed and included as part of the standard grant application for the facility. The facility Pre-Award Checklist serves as a guide to developing the application and a tool to ensure that all required documents and regulatory requirements will be satisfied.

Applications for renovation, purchase, or construction must address several areas such as the following:

1) the need for the facility;
2) the location in relation to the service area;
3) the suitability of the facility for Head Start;
4) detailed costs data;
5) cost comparison data;
6) cost benefit analysis (e.g., cost savings of a purchase, construction compared to a leased facility);
7) proposed sources of funds for the project;
8) the impact on the ability to meet the required non-federal funds;
9) the impact with regard to meeting the 15% limitation for administrative costs;

10) assurances that all grant conditions will be satisfied;

APPROVAL PROCESS:
If your facilities application is approved and funds are available to support the project, ACF will issue a Notice of Grant Award (NGA). The NGA is the only official document that authorizes the use of Head Start funds for the facility. A list of specific conditions will be attached to the NGA, which your agency must meet. These conditions will address such issues as protection of Federal interest by filing the Notice of Federal Interest, insurance, maintenance of facilities, retention of records, audits, program income, and procurement procedures.

POST AWARD PROCESS:
It is required that the grantees submit certain documents to the Regional Office within specified time frames after the Notice of Grant Award is received. Grantees are also required to maintain certain documents on file at the agency. Once the specific conditions have been satisfied, a letter will be sent to your agency clearing the specific conditions placed on the grant award.

The retention period for facility's records is longer than the retention period required for other grant records. Facilities records must be retained for the useful life of the facility. The Regional Office maintains a separate file for facility awards and recommends that grantees do likewise. This file will include a checklist of documents which are necessary to support the award including the application, any correspondence regarding the request, the grant award, and documents required in the specific conditions. The grantee file should also include any other documents pertaining to the facility which are generated in subsequent years.

Sincerely,

Cheryl A. Pressley
Grants Management Officer
Office of Grants Management – RIV

Captain Robert Bialas
Regional Program Manager
Office of Head Start - RIV



Presentation Overview

- Purpose
- Child Outcomes
- Parent Outcomes
- Staff Outcomes
- Program Outcomes
- Challenges
- Future Goals

Purpose

- Orange County Head Start, not less than once a program year in consultation with Policy Council and staff shall report to the Governing Board the continuing program progress toward achieving program goals and adherence to Head Start Program Performance Standards, and the Head Start Act.

Child Outcomes

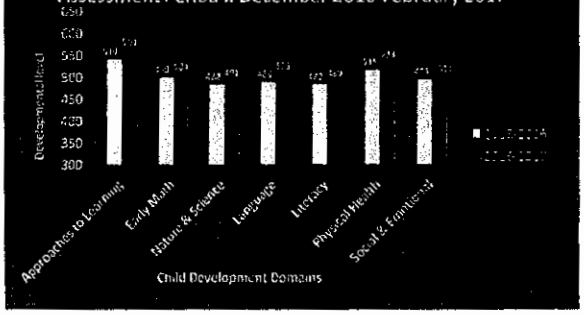
Measuring Child Outcomes

- Assess young children's strengths, progress, and needs
- Allow the program to make sound decisions about teaching and learning
- Identify significant concerns that may require focused intervention for individual children
- Helping programs improve their educational and developmental interventions
- Provide support and other resources to staff in early childhood programs to implement high-quality curriculum
- Plan for professional development training

Child Outcomes

3 year old

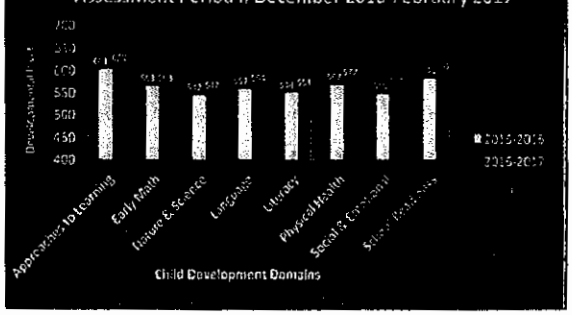
Assessment Period II December 2016-February 2017



Child Outcomes

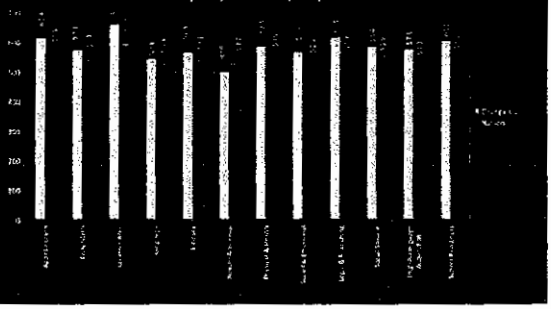
4 year old

Assessment Period II December 2016-February 2017



Child Outcomes

4yr Old Galileo Child Outcome scores
8/15/2016-3/31/2017



Child Outcomes

Special Initiatives in the Classroom

Nemours National Early Childcare Collaborative

- Orange County Head Start staff participated in a six month learning cohort
- Five in person learning sessions
- Assessment of current practices showed the program would benefit from learning gardens at all sites
- A $20,000 stipend was provided to implement a garden at each site
- Cooperative Extension provided a tool kit & Master Gardner for each site



Child Outcomes

Special Initiatives in the Classroom

- Nemours National Early Childcare Collaborative



Child Outcomes

Special Initiatives in the Classroom

Project WOW (World of Wonder)

- Collaboration with Orlando Science Center & Dr. Phillips Performing Arts Center
- PNC bank provided a $400,000 three year grant for Central Florida Early Childhood programs (Head Start & Nap Ford)
- Teachers from Orlando Science Center & Dr. Phillips Performing Arts Center worked in the Head Start classrooms to introduce developmentally appropriate creative arts and science activities
- Mentors trained Head Start teachers on effectively implementing creative arts & science in Early Childhood classrooms

Child Outcomes

Special Initiatives in the Classroom

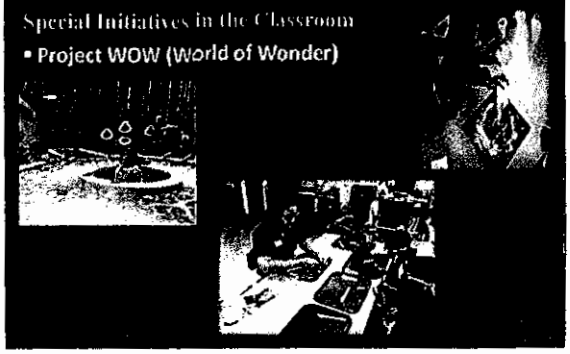
Project WOW (World of Wonder)

- Children are introduced to the scientific inquiry process as they discover that they themselves are scientists
- Children are introduced to visual thinking strategies as a way to learn to talk about and assess the arts
- Children learn to observe, interpret, and make predictions and conclusions based on what they see
- Children & families participate in a private night at Orlando Science Center
- Children attend a developmentally appropriate play at Dr. Phillips Performing Arts Center

Child Outcomes

Special Initiatives in the Classroom

- Project WOW (World of Wonder)



Child Outcomes

Special Initiatives in the Classroom

Gift Of Swimming

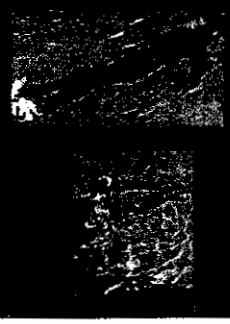
- Florida leads the nation in the drowning of children under age 5
- Children receive full scholarships with no cost incurred by Head Start or parents for swimming lessons
- Provide access to drowning prevention resources and education
- Produce healthier bodies, and improve the children's self confidence
- Improve strength & coordination for other activities outside the pool

Child Outcomes

Special Initiatives in the Classroom

- Gift of Swimming





Child Outcomes

Special Initiatives in the Classroom

Head Start & Orange County Public School Dual Enrollment Program

- Head Start children with a diagnosed disability are dually enrolled in Head Start & Orange County Public Schools
- Head Start children receive 3-hours of Special Education and therapy services related to their individual disability in a OCPS Varying Exceptionalities classroom
- An additional 3-6 hours of classroom instruction is provided in the Head Start classroom

Child Outcomes

Special Initiatives in the Classroom

- Dual Enrollment



Parent Outcomes

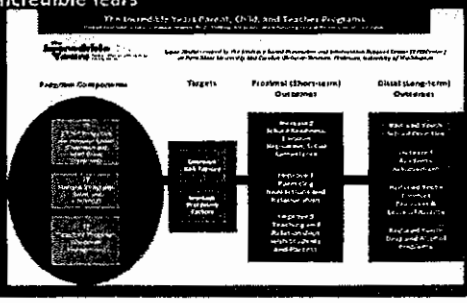
Measuring Parent Outcomes

- Measure the impact of the program and accomplishments
- How well do the services provided align with the needs of the families
- Did the program make an impact on the families identified in the community assessment with the most need i.e. single parent families and Hispanic/Latino families
- Outcomes provide evidence to request additional funding when available
- Identify areas for program improvement and professional development

Parent Outcomes

Special Initiatives for Parents

- Incredible Years



Parent Outcomes

Special Initiatives for Parents

Incredible Years

- Provide Comprehensive interventions for parents at treating & reducing the early onset of conduct problems in young children
- 10 sessions, 2 hours weekly
- Head Start targets parents of children that receive behavioral therapy or other services but all parents are eligible
- Family service workers & mental health counselors work in partnership to conduct the sessions
- 45 Head Start families completed program
- Conducted series for Orange County corrections female inmate population; 14 completed

Parent Outcomes

Incredible Years





Parent Outcomes

Special Initiatives for Parents

Getting Ahead

- Parents learn how to solve problems and build resources for a better life through achieving economic security for themselves and their family
- Parents learn how to develop a plan - a "future story" so they may move from survival to stability
- Parents learn how to develop a plan to improve their communities by becoming engaged in community transformation projects
- Parents develop workforce development skills and increase their earnings while contributing their talents

Parent Outcomes

Special Initiatives for Parents

•Getting Ahead







Parent Outcomes

Special Initiatives for Parents

Abriendo Puertas " Opening Doors"

- Nations first evidence based comprehensive training program developed by & for Latino parents with children ages 0-5
- Two-generation approach builds parents leadership skills and knowledge to promote well-being & positive education outcomes for the children
- Interactive sessions that reflect the culture of the target audience that draw real-life experiences
- The curriculum fosters school readiness, family well-being, and advocacy by addressing best practices in Early Childhood Development, Bilingualism, Health, Attendance & Civic Engagement

Parent Outcomes

Special Initiatives for Parents

Abriendo Puertas " Opening Doors"

- The 2014 Child Trends Random Control Study of Abriendo Puertas confirmed participating parents demonstrated significant growth in parenting practices that promote school readiness
- 10 weeks for 2.0 hours one day a week
- 70 parents graduated from Abriendo Puertas/Opening Doors since 2015
- 12 parents are Mentors, Mentors are able to conduct the training with the assistance of staff

Parent Outcomes

Special Initiatives for Parents

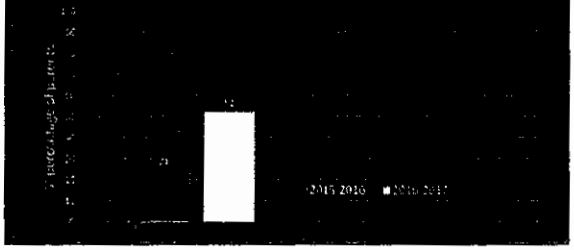
- **Abriendo Puertas- Opening Doors**



Parent Outcomes

Galileo Parent User Activity
Assessment Period II
December 2016- February 2017

Program Wide Parent Access Comparability Report



Staff Outcomes

Measuring Staff Outcomes

- **22,115** Total Professional Development hours since 2015
- **6** staff obtained MA, MS degree
- **15** staff obtained BA, BS degree
- **12** staff obtained Child Development Accreditation
- **5** Train the trainer (Abriendo Puertas, Nemours Bright Start, Fatherhood Engagement, Practice Based Coaching, Department of Education Early Childhood Trainings
- **24** promotions (teacher, center supervisors)

Program Outcomes

Accomplishments

- 51,240 hours of In-kind from the Foster Grandparent program
- for a total of $805,464.96
- Completed Phase I of a five phase ADA playground project
- Mental Health & Disabilities team presented during the Florida Head Start Association Conference
- Program maintained 92% Average Daily Attendance
- Father Engagement increased in all program activities
- Hosted the Florida Head Start Association Conference
- Head Start parent representative elected to the Florida Head Start Association Executive Board
- Head Start staff elected to Region IV Head Start Association Board

Challenges

Challenges

- Program continues to concentrate efforts on making a greater impact on the eastern portion of Orange County specifically the Hispanic/Latino community
- Program lacks participation from Dental Healthcare providers to serve on the Health Service Advisory committee
- Expansion of Head Start centers present challenges with number of existing workforce
- Federal regulations require Mentor Coaches by August 1, 2017
- Head Start program needs a stronger social media presence to recruit potential parents and partners

Program Planning



Future Goals

Goals

- Expand number of classrooms in East Orlando (32822)
- Add Mentor Coaches to Head Start workforce
- Expand the Getting Ahead Program
- Establish a financial wellness program for families to: (a) foster community collaborations with financial institutions (b) foster parent engagement in financial education opportunities, and (c) eliminate barriers to affordable and safe housing.
- Assist single parent females to obtain employment, job training, and career development
- Increase father/male engagement
- Increase the number of community partnerships

Head Start Update





ORANGE COUNTY GOVERNMENT
HEAD START

POLICY COUNCIL EXECUTIVE BOARD MEETING

2100 E. Michigan Street
Orlando, FL 32806
June 5, 2017

Call to Order by: Jeneka Lloyd, Chairperson, 11:21 p.m.

Roll call by Jeneka Lloyd

Attended By:

Jeneka Lloyd	Past Parent	Chairperson
Charmaine Jobson	East Orange	Vice-Chairperson
Jacqueline Eugene	Hal P. Marston	Treasurer
Leah Ackerman	Orlando Tech	Representative
Heather Chisholm-Wright	Pine Hills	Parliamentarian
Dexter Nelson	Past Parent	Community Rep

Staff:

Sonya Hill	Manager	Main Office
Avis McWhite	Sr. Program Manager	Main Office
Helen Hill	Sr. Program Manager	Main Office
Milagros Font	Sr. Program Manager	Main Office
Sandra Ruff	Fiscal Manager	Main Office
Raquel Sapeg	Monitoring & Evaluating	Main Office
Bernice Mendez	Sr. Family Service Worker	Main Office
Colette Thomas	Sr. Family Service Worker	Main Office
Sandra Moore	Admin Assistant	Main Office

Chairperson Lloyd called for a motion to adopt the agenda
Motion: Dexter Nelson, Community Rep
Second: Charmaine Jobson, East Orange, Vice-Chairperson
Motion was carried with no objections

HR Report by Avis McWhite
Ms. McWhite presented Child Outcomes of 3-4 year olds compared to the nation.
Ms. McWhite read a list of candidates proposed for hire after a major hiring event. Head Start is attempting to create more partnerships with UCF and Valencia Colleges to recruit qualified candidates who fit the needs of the children social and emotionally not only scholastically.

There were names recommended for hire brought to the last Policy Council meeting but were not voted on.

Chairperson Lloyd called for a motion to accept the HR report along with the recommendations for hire presented on May 18, 2017
Motion: Dexter Nelson, Community Rep
Seconded: Leah Ackerman, Orlando Tech, Representative
Motion was carried with no objections

Review of the minutes

Chairperson Lloyd called for a motion to accept the minutes from May 18, 2017
Motion: Leah Ackerman, Orlando Tech, Representative
Seconded: Heather Chisholm-Wright, Pine Hills, Parliamentarian
Motion was carried with no objections

Budget Report by Sandra Ruff, Fiscal Manager
Head Start got the Cost of Living Increase (COLA) of 1%. This money will be used to cover the cost of the I-Pads, monitors, printers and other classroom needs. Whatever is left over will be used for meals.

Chairperson Lloyd called for a motion to approve the COLA Application for fiscal year 2016-2017
Motion: Heather Chisholm-Wright, Pine Hills, Parliamentarian
Second: Jacqueline Eugene, Hal P. Marston, Treasurer
Motion was carried with no objections

PFCE Update given by Bernice Mendez

Ms. Mendez covered Child outcomes and the Framework.

Division Manager Update by Sonya Hill
Possible placement of a UCF Doctoral student at Head Start. Had a recruitment meeting with the Coalition for the Homeless and Orlando Union Rescue Mission recruiting. The Getting Ahead Graduation has a beautiful video available on line. Staying Ahead will be a follow up program to the Getting Ahead program.

Community Assessment Update by Raquel Sapeg
Some information was gathered from the American Community Survey among other sources to estimate data annually to help gather information on homeless and other families in need of our services.

Childhood Health and Development report by Milagros Font
Presented the Nutrition report only. The other areas are still being prepared.

Old Business:
Getting Ahead Graduation

New Business:
Outcomes / Goals by PFCE

Chairperson Lloyd called for a motion to adjourn the meeting
Motion: Dexter Nelson, Community Rep
Second: Leah Ackerman, Orlando Tech, Representative
Motion was carried with no objections

Meeting adjourned at 12:45 p.m.

Next Executive Board meeting will be July 10, 2017

Interoffice Memorandum

ORANGE COUNTY GOVERNMENT FLORIDA

AGENDA ITEM

March 21, 2017

TO: Mayor Teresa Jacobs
and
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: Filing of Head Start Policy Council Program Information and Updates for the Official County Record
CONSENT AGENDA ITEM April 11, 2017

The Head Start Division requests filing of the program information and updates and meeting minutes for the official county record:

Head Start Policy Council Program Information and Updates	March 2017
Head Start Policy Council Meeting Minutes	February 16, 2017

ACTION REQUESTED: **Receipt and filing of Head Start Policy Council Program Information and Updates March 2017 and Head Start Policy Council Meeting Minutes February 16, 2017 for the official county record.**

SH/kp

C: Randy Singh, Assistant County Administrator
Wanzo Galloway, Assistant County Attorney, County Attorney's Office
John Petrelli, Director, Risk Management and Professional Standards
Yolanda Brown, Manager, Fiscal Division, Family Services Department
Jamille Clemens, Grants Supervisor, Finance Division
Patria Morales, Grant Coordinator, Office of Management and Budget

MEDICAL/DENTAL MONTHLY REPORT

APRIL 2017

One hundred ten (110) new health status evaluations were performed during the month of April 2017.

One hundred thirty-nine (139) immunization records were evaluated for compliance during the month of April 2017.

Twenty-four (24) blood test results were reviewed during the month of April 2017.

One hundred seventeen (117) dental exams were reviewed during the month of April 2017. Out of these, forty-two (42) children were diagnosed as needing dental treatment.

Sixty-nine (69) parent contacts were initiated regarding health concerns in children during the month of March 2017.

Twenty-three (23) health action plans were developed and discussed with Head Start staff and parents during the month of April 2017.

Ten (10) Physician Medication Orders were received, evaluated, and reviewed with staff. Medication information and administration technique training was provided as needed.

Nine (9) trainings were provided to staff and parents.

Ten (10) children completed Blood Pressure and Vision screenings.

Twenty-two (22) children were evaluated for health concerns.

Monthly Report to Head Start Policy Council	
Nutrition: Nutrition APRIL 2017	
Number of breakfasts served	27,591
Number of lunches served	28,440
Number of snacks served	21,940
Number of meals reimbursed by USDA	75,096
Number of meals disallowed for reimbursement	50
Number of children evaluated for nutritional concerns	25
Number of children receiving nutritional education and further care	21
Number of monitoring visits to ensure compliance with USDA Regulations	9
Number of monitoring visits requiring a corrective action plan	1
Types of nutritional activities conducted " Boom Chicka Boom" (coconut tree)	84

DISABILITIES/MENTAL HEALTH REPORT

APRIL 2017

A total of two hundred twenty-seven (237) children have been enrolled in Head Start with a diagnosed disability from the Local Education Agency (OCPS) since school started last August 2016.

A total of one hundred thirteen (113) children have been enrolled in Head Start with a diagnosed disability by contracted providers since school started last August 2016.

A total of eighty-nine (89) children were evaluated by OCPS/Preschool Diagnostic Intervention Services for disability eligibility since school started last August 2016.

Two hundred ninety-eight (298) children were referred to OCHS contracted provider, Kinder Konsulting & Parents Too, Inc. since school started last August 2016.

One hundred thirty-six (136) children were receiving mental health services for behavior issues since school started last August 2016. In addition, there were one hundred eighteen (118) behavior plans developed for enrolled children.

One thousand seven hundred and eighty-four (1,784) hearing screenings were completed since school started last August 2016.

One thousand three hundred and forty-eight (1,348) new children completed the screenings for Speech/Language, Socio-emotional, and Developmental.

Four hundred ninety (490) visits to centers were completed since August 2016 to centers to: provide technical assistance to staff, conduct observations, conduct health screenings, and complete monitoring visits.

ORANGE COUNTY HEAD START 2016-2017

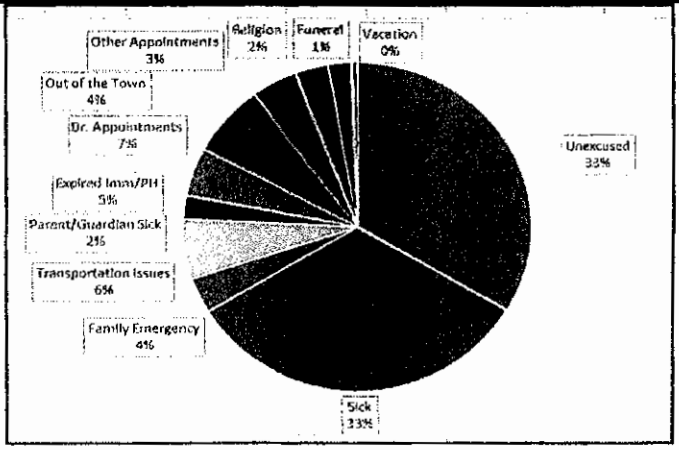
PARENT, FAMILY AND COMMUNITY ENGAGEMENT

ERSEA REPORT MONTH: April YEAR: 2017

Sites	Funded Enrollment	Monthly Enrollment	10% IEP	Drops YTD	Waiting List	New Applications	Monthly Attendance
Aloma	34	34	6	3	18	0	91%
Bithlo	30	30	3	3	4	0	91%
Callahan	45	45	2	7	2	1	90%
Denton Johnson	35	35	6	8	11	1	90%
Dover Shores	34	34	7	4	10	0	90%
East Orange	160	160	26	30	3	7	89%
Engelwood	60	60	12	8	9	0	92%
Evans	13	13	0	3	2	0	87%
Grand Avenue	34	34	8	7	0	0	92%
Hal P Marston	120	120	7	28	3	1	88%
John Bridges	120	120	16	18	16	0	92%
Lila Mitchell	83	83	11	15	8	0	90%
Maxey	60	60	10	15	0	2	88%
Orlando Tech	14	14	1	2	2	0	96%
Pine Hills	189	189	17	20	23	0	91%
SO YMCA	60	60	1	7	1	0	90%
Southwood	120	120	22	12	22	0	91%
Taft	120	120	20	18	4	7	89%
Tangelo	15	15	3	4	1	0	87%
Ventura	17	17	6	4	14	1	92%
WS ELC	68	68	13	11	10	0	88%
WS Hope	105	105	9	6	17	0	91%
OCHS Total	1536	1536	14%	233	174	20	**90%**

Attendance Reasons

Unexcused	948
Dr. Appointments	201
Expired Immunizations/PH	135
Family Emergency	100
Funeral	15
Other Appointments	87
Out of the Town	123
Parent/Guardian Sick	66
Religion	60
Sick	939
Transportation Issues	165
Vacation	2
Total	2841



Recruitment Efforts

Site	#Recruitment Efforts	Summary
Aloma		
Bithlo		
Callahan		Callahan Community Clean up, Callahan Elim Ministries Cookout
Denton Johnson		Macedonia Missionary Health Wellness Fair, Networking Breakfast Community health Center
Dover Shores		
East Orange		
Engelwood		
Evans		
Grand Avenue		
Hal P Marston		Goodwill, Magic Mall, Mercy Market, Windsor Cove Apartments, Oak Glenn Apartments, Silver Terrace, Pine Hills NCF, Star EMat Marker, MAACO, 4C
John Bridges		
Lila Mitchell		
Maxey		
Orlando Tech		
Pine Hills		Career Sources of FL Mobile, Imperial Beauty Supply, Evelyn Hair creation, Krystal,
South Orlando YMCA		Payless Shoe Store, Domino's, Wendys
Southwood		Shingle Creek Elementary, Sadler Elementary, Southwood Neighborhood Association
Taft		Taft Youth Summer, Cypress Park Elementary, Black Belts for Christ, Dunkin Doughnuts
Tangelo		
Ventura		
Washington Shores ELC		2017 Community Health Fair
Washington Shores Hope		4C Head Start, Metro PCS, Hope Village Apartments, Crossroad Apartments, Extra Space, Cedars Bakery, Ivey Lane Dry Cleaner
		Open Hose Fire Station Apopka, He Got UP Event, Job Partnership, LIHEAP, Community Action, NCF, Outreach Avalon Park, Kings Way Baptist Church Food Pantry,

ORANGE COUNTY HEAD START 2017-2018

PARENT, FAMILY AND COMMUNITY ENGAGEMENT

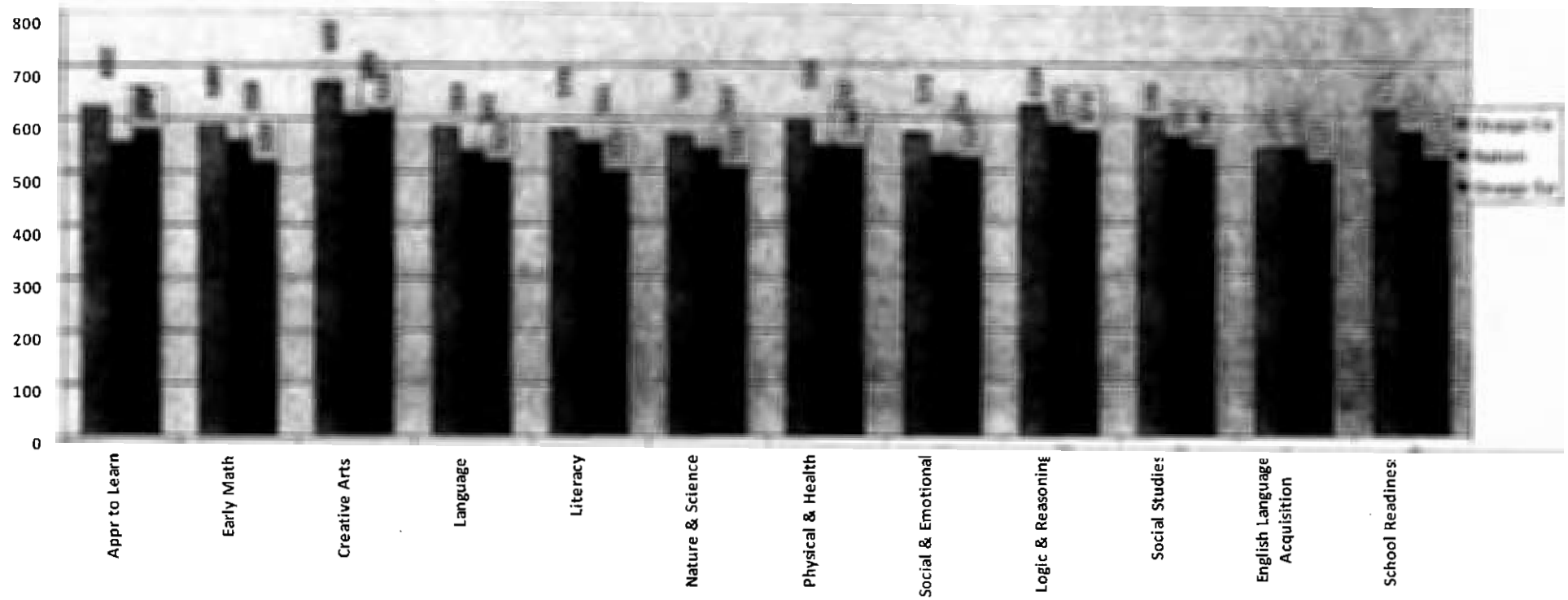
ERSEA REPORT MONTH: April YEAR: 2017

Sites	Funded Enrollment	Monthly Enrollment	10% IEP	Drops YTD	Waiting List	New Applications	Monthly Attendance
Aloma	34					18	
Bithlo*	30					5	
Callahan	49					7	
Denton Johnson	35					12	
Dover Shores	68					11	
East Orange*	140					25	
Engelwood	54					16	
Evans	13					4	
Frontline*	71					17	
Hal P Marston	120					11	
John Bridges*	120					19	
Lila Mitchell*	70					19	
Maxey*	40					12	
McCoy	35					1	
Pine Hills	185					53	
SO YMCA	60					10	
Southwood	120					27	
Taft	120					27	
Three Points	35					1	
Ventura	17					2	
WS Elementary	35					9	
WS ELC*	85					13	
No Site Assigned						0	
OCHS Total	1536					319	

*For the month of April 2017, only number of new applications will be reported.

** Funded Enrollment for 2017-18 is subject to change

Orange County
Head Start
Education Service Area
Child Outcomes
August 15, 2016-May 8, 2017
Orange County's 4 year olds, Nation's 4year olds and Orange County's 3 year olds



4116

505



Patrice Scott
VAHHP Legal Fellow

122 E Colonial Drive, Suite 200
Orlando, FL 32801
Ph: (407) 841-7777, ext. 2105 | Cell: (407) 967-2437
patrices@clsmf.org

For Legal Assistance Call: 1-800-405-1417

WWW.CLSMF.ORG

THE ACADEMY OF KINGS, INC

PRESENTS

Men of Distinction

Live Learn Lead

www.academyofkings.org



Our mission is to provide an alternate avenue for male youth to learn and grow from other male figures in the community that they can relate to.

WHEN: Wednesday's (3:30-5:30pm)

WHERE: Land Of Hope

3100 S. Rio Grande Avenue Orlando, Fl, 32805



Contact Us: info@academyofkings.org

Phone: (321) 441-9721

Academy Of Kings

A Male Advocate Program

Marq Neasman

Founder/ CEO

Phone- Business: (407)906-LEAD

Personal: (941)527-6640

Email: mneasman@academyofkings.org

Website: www.academyofkings.org

Male Coaching & Consultation

Youth Mentoring

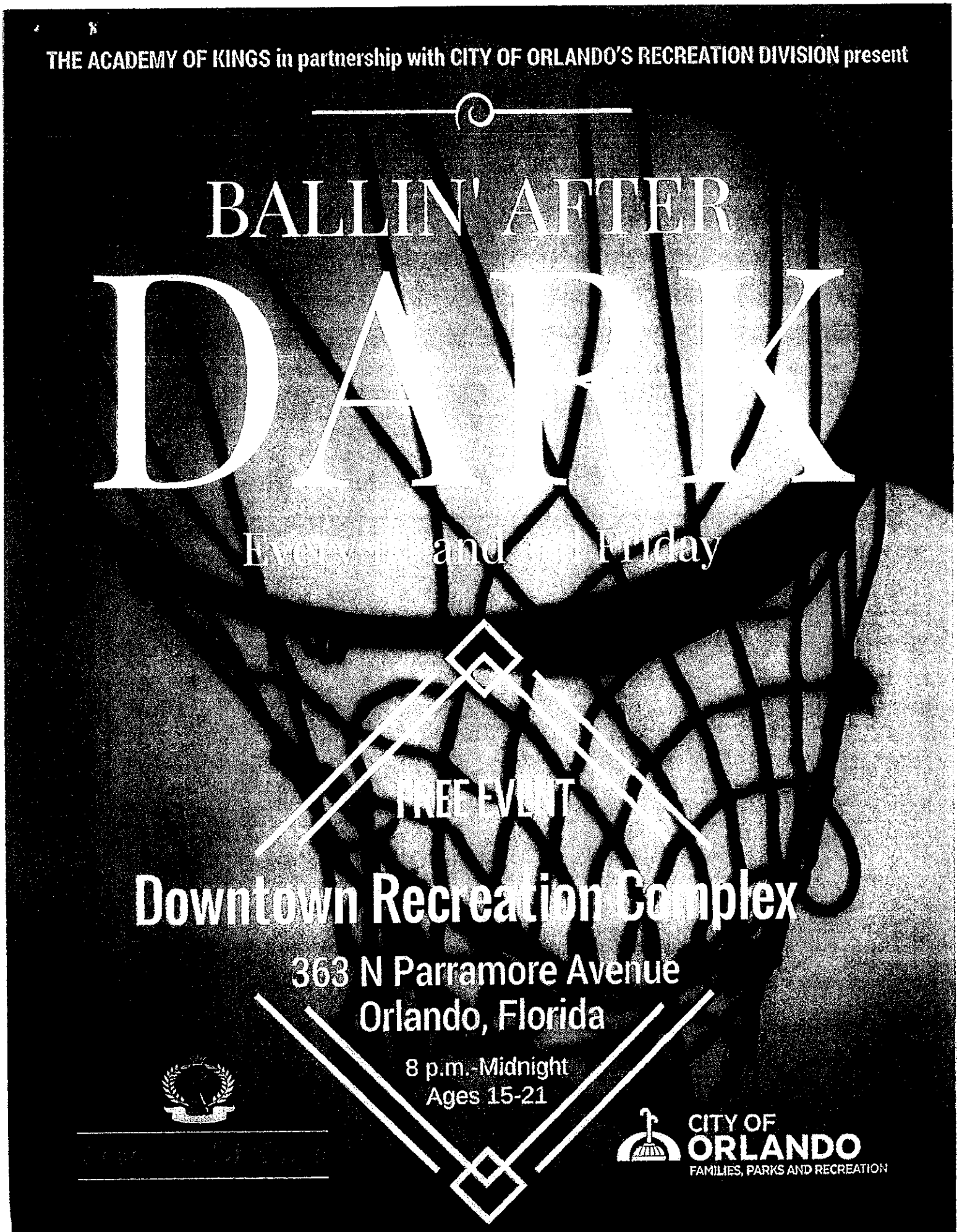
Family Assistance

Intervention/ Prevention

Life Courses

Workshops

@WeBreedKings | The Academy of Kings Inc | @WeBreedKings


THE ACADEMY OF KINGS in partnership with CITY OF ORLANDO'S RECREATION DIVISION present
BALLIN' AFTER
DARK
Every [illegible] and [illegible] Friday
FREE EVENT
Downtown Recreation Complex
363 N Parramore Avenue
Orlando, Florida
8 p.m.-Midnight
Ages 15-21
CITY OF
ORLANDO
FAMILIES, PARKS AND RECREATION
For additional information, please call 407.246.4467 or email: info@academyofkings.org or oneka.burnett@cityoforlando.net.
Anyone requiring reasonable accommodation for special needs should call center at least 48 hours prior to the event.

ORANGE COUNTY GOVERNMENT
HEAD START

POLICY COUNCIL MEETING MINUTES

1768 East Michigan Street
Orlando, FL 32806
April 20, 2017

Call to Order by: Jeneka Lloyd, Chairperson, 6:36pm

Roll Call by: Charmaine Jobson, Vice-Chairperson

Quorum Established: Jeneka Lloyd, Chairperson

Attended By:

Jeneka Lloyd	Past Parent	Chairperson
Cecilia Pierre	Aloma	Representative
Maidel Bergon	Dover Shores	Representative
Charmaine Jobson	East Orange	Vice-Chairperson
Hortensia Rodriguez	East Orange	Alternate
Luz Ruiz	Engelwood	Alternate
Wilthere Philistin	Evans	Representative
Tameika Ward	Grand Avenue	Representative
Jacqueline Eugene	Hal P. Marston	Treasurer
Tequila Henderson	Lila Mitchell	Alternate
Leah Ackerman	Orlando Tech	Representative
Heather Chisholm-Wright	Pine Hills	Parliamentarian
Abigail Soriano	Southwood	Representative
Tonette Vance	WS / ELC	Representative
Belinda Mcgee	WS / Hope	Representative
Tina Wells	BCC	Alternate BCC
Dexter Nelson	Past Parent	Community Rep
Gail Pressley	Career Source	Community Rep

Excused

Idalmis Echevarria	Secretary	Bithlo
Blanca Vallejo	Representative	John Bridges

Visitors:

Shantara Gibson	4C Head Start

Staff:

Polly Bouler	Teacher Assistant	Hal Marston
Milagros Font	Sr. Program Manager	Main Office
Yvette Meade	Admin Specialist	Main Office
Sandra Moore	Admin Assistant	Main Office
Pedro Berrios	Warehouse Specialist	Warehouse

Vidya Deonarine	Education Coordinator	Main Office
Shauna Kirby	Monitoring & Eval Coor	Main Office
Jamie Harrold	FSW	Lila Mitchell
Sonya Hill	Manager	Main Office
Dina Mathews	Center Manager	Southwood
Isis Alameda	Center Manager	Taft
Colette Thomas	Sr. FSW	Main Office

Chairperson Jeneka Lloyd requested a motion to adopt the agenda

Motion: Dexter Nelson, Community Representative
Second: Gail Pressley, Community Representative
Status: The motion was carried with no objections

Chairperson Jeneka Lloyd requested a motion to approve the minutes from March 16, 2017

Motion: Gail Pressley, Community Representative
Second: Tonette Vance, Representative, WS/ELC
Status: The motion was carried with no objections

HR Report by Sonya Hill

Ms. Hill read off the names of recommended candidates for hire.

Chairperson Jeneka Lloyd requested a motion to approve the HR Report with recommended hires

Motion: Jacqueline Eugene, Representative, Hal P. Marston
Second: Gail Pressley, Community Representative
Status: The motion was carried with no objections

Budget Report by Jacqueline Eugene, Treasurer

The 2017/2018 budget will be presented for a vote in the next few months.

Manager's Report by Sonya Hill
Highlights:

- Closing centers early in the summer due to the centers being closed and new ones being opened. This requires extra time.
- Notice of Award: HS received funds for the grant
- Tuesday 4/25 at 9:a.m. at the BCC Head Start will receive a proclamation

Commissioner Update by Tina Wells, Chief of Staff

- The commissioner is getting many requests to speak at Middle and High Schools as a motivational speaker. She enjoys it very much. You may reach out to her to request her to speak at any center.
- Update on "The Lion's Den". They first meeting was not well attended but they will still give it another try.

Service Area Reports
PFCE Reported by Colette Thomas
Child Outcomes Reported by Vidya Deonarine
Disabilities & Mental Health & Nutrition Reported by Milagros Font

Status of Board of County Commissioners Vote by Sonya Hill
The Head Start Division requests Board approval of the Head Start Policy Council Program Information and Updates from January 2017 and February 2017. Also the Policy Council Meeting Minutes from December 15, 2016 and January 19, 2017.

Old Business:

- Committees
- Prom Event
- Women's Forum

New Business

- Program Progress reported by Shauna Kirby
- Program Governance Training
- Phone Tree

Orlando Tech achieved 90% attendance

Public Comment: None

Chairperson Lloyd requested a motion to adjourn meeting
Motion: Dexter Nelson, Community Representative
Second: Abigail Soriano, Representative, Southwood
Status: The motion was carried with no objections

Meeting Adjourned at 7:56 p.m.

Janeka Lloyd
Signature

5/18/17
Date

NEXT POLICY COUNCIL MEETING
MAY 18, 2017
GOV- Great Oaks Village Dining Hall
1768 E. MICHIGAN STREET
ORLANDO, FL 32806
6:30 pm

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

AGENDA ITEM

May 24, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department

FROM: Lavon B. Williams, Manager, Esq., AICP
Neighborhood Preservation and Revitalization Division

SUBJECT: Consent Agenda Item – June 20, 2017
May 2017 Business Assistance for Neighborhood Corridors (BANC) Program Grant Recipient

The Neighborhood Preservation and Revitalization Division administers the Business Assistance for Neighborhood Corridors (BANC) Program which coordinates Orange County services for economic development in targeted corridors. On March 20, 2012 the Board approved the BANC Program to revitalize once thriving commercial corridors that suffer from a lack of investment and are deficient of financial support. The BANC Program reimburses businesses up to $10,000 for costs associated with improving or opening a business. Some of the allowable projects are a conventional rezoning, submittal fees for commercial projects, demolition costs, bringing a structure up to code, and/or façade improvements to the structure.

Businesses applying to the BANC Program must attend an informational session about the program and submit an application with three quotes. All applications are reviewed by a Business Assistance Team made up of staff from relevant Orange County Divisions. The staff reviews the applications based on project feasibility, benefit to the community, and to ensure the project complies with Orange County's urban design standards, permitting requirements, and appropriate Orange County Codes.

The staff recommends approval of The Play Palace grant application dated May 2017 (see Attachments A and B).

Action Requested: **Approval of the May 2017 Business Assistance for Neighborhood Corridors Program Grant for The Play Palace ($5,000). District 2.**

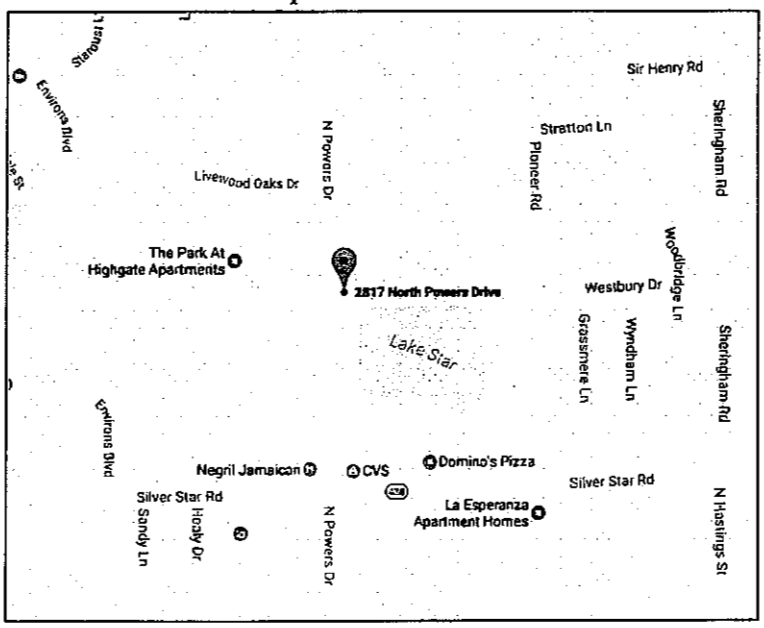
c: Jason Reynolds, AICP, Neighborhood Preservation and Revitalization Division

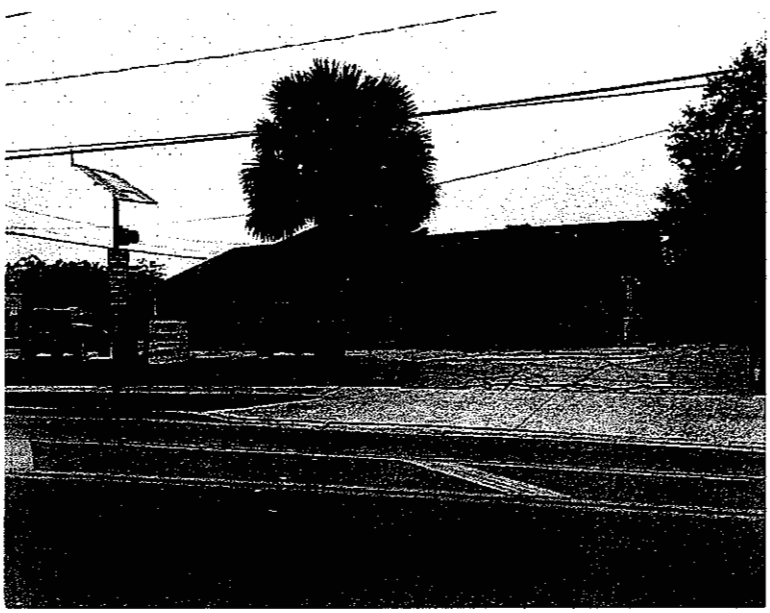
Business Assistance for Neighborhood Corridors (BANC) Program
Orange County Board of County Commissioners
June 20, 2017 Consent Agenda
ATTACHMENT A

Business Assistance for Neighborhood Corridors Program Profile

Business Name: The Play Palace 2817 N. Powers Drive Orlando, FL	Request Amount: $5,000
Commission District: 2 – Bryan Nelson	Total Project Cost: $5,000
Municipality Jurisdiction: Unincorporated Orange County	Project Type: Replace the fence
Owner/Renter: Owner	

Summary: The business would like to replace their current fence.







Business Assistance for Neighborhood Corridors Program Profile

Business Name: The Play Palace 2817 N. Powers Drive Orlando, FL	Request Amount: $5,000
Commission District: 2 – Bryan Nelson	Total Project Cost: $5,000
Municipality Jurisdiction: Unincorporated Orange County	Project Type: Replace the fence
Owner/Renter: Owner	

Summary:

The applicant is requesting to replace the fence at the property.

The applicant has owned the property for 12 years. During this time the applicant installed new flooring, re-plastered the ceiling in the front office, installed a wall to divide the kitchen, renovated the parking lot to enlarge the playground area, upgraded two septic tanks, installed new carpet, replaced four air conditioners, and repainted the building.

In the future the applicant plans to connect to sewer, pave the parking lot, install new doors and windows, add landscaping, paint the building, and replace the sign.

The current fence is dilapidated. A new fence will improve the property's curb appeal. Additionally, a vinyl fence will make the property compliant with the Business Assistance for Neighborhood Corridors Program's design guidelines.

ORANGE COUNTY GOVERNMENT
FLORIDA

FIRE RESCUE DEPARTM
OTTO DROZD, III
Fire Chief, EFO, CFO
6590 Amory Court
Winter Park FL 32792
407-836-9112 · FAX 407-836-9106
Otto.Drozd@ocfl.net

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THROUGH: George A. Ralls, M.D.
Deputy County Administrator

FROM: Otto Drozd III, Fire Chief
Fire Rescue Department

CONTACT PERSON: **Ronald B. Plummer, Manager, OEM**
PHONE NUMBER: 407-836-9026

SUBJECT: June 20, 2017 - Consent Agenda Item
Interlocal Agreement between Seminole County and Orange County as a Partnering Agency for the use of WebEOC® Software.

Seminole County has received a grant from the Department of Homeland Security/FEMA, through the Florida Division of Emergency Management (FDEM), to acquire a WebEOC® End User License for disaster management software on behalf of FDEM Region 5 partnering counties. Orange County is entering into this agreement as a Partnering County for the shared use of the software during operations and activations in our Emergency Operations Center. WebEOC® is being adopted as a statewide "standard" for disaster management software.

Orange County agrees to fund individual software services not covered under the agreement and provide shared maintenance costs once the State funding is no longer available.

ACTION REQUESTED: Approval and execution of Interlocal Agreement by and between Seminole County and Orange County for the use of WebEOC® Software.

OD/atk

Attachments

C: George A. Ralls, MD, Deputy County Administrator

INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND ORANGE COUNTY FOR THE USE OF WebEOC® SOFTWARE

THIS INTERLOCAL AGREEMENT is made and entered into by and between Seminole County, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "SEMINOLE COUNTY" and Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, in this Agreement referred to as "PARTNERING AGENCY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2016), as this statute may be amended from time to time, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, SEMINOLE COUNTY received a grant from the Department of Homeland Security/FEMA, through the Florida Division of Emergency Management, under the Catalog of Federal Domestic Assistance No. 97.067 (collectively referred to as "Grant") to acquire a WebEOC® End User License for the WebEOC Software ("Software"); and,

WHEREAS, SEMINOLE COUNTY, on behalf of the region, received Three Hundred Twenty-Seven Thousand, Seven Hundred and Five Dollars ($327,705), of which Three Hundred and Five Thousand, Nine Hundred and Seventeen Dollars ($305,917) will be used to have the

Software installed and operational within Seminole County, and the remaining funds to go towards Hazard Training; and

WHEREAS, SEMINOLE COUNTY entered into that certain End User License Agreement with WebEOC for the installation and use of the Software, attached hereto and incorporated by reference as Exhibit "A" ("License Agreement"); and

WHEREAS, the Software is a shareable system, designed to be utilized by up to nine (9) partnering agencies as designated users; and

WHEREAS, PARTNERING AGENCY desires to be one of (9) partnering agencies and a designated user of the Software ("Designated User) in accordance with the terms and conditions of the License Agreement; and

WHEREAS, as a Designated User, PARTNERING AGENCY agrees to assist in paying for those Software maintenance costs not otherwise funded under the Grant.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefit of SEMINOLE COUNTY and PARTNERING AGENCY, and their respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions. The following definitions apply to this Agreement:

(a) "Administrator" means an employee, officer, director, or consultant of Licensee to whom Licensee has provided a user account and certain rights to administer the Software on behalf of Licensee.

(b) "Administrator User Training" is a training opportunity provided to person or persons responsible for administering the WebEOC system. Administration training will provide instructions on how to setup and manage WebEOC.

(c) "Discovery Meeting" is a meeting conducted by Intermedix in order to determine how Region 5 will use WebEOC during day-to-day operations, special events and human caused or natural disasters. As a deliverable of the Discovery Meeting, a Requirements Document will be created that outlines the system configuration.

(d) "License" means certain limited rights to use the proprietary Software.

(e) "Licensee" means the holder of the license.

(f) "User" means any person to whom Licensee has provided a user account for the Software.

(g) "Regional Partners" means sub partners with whom a Partnering Agency has entered into a user agreement for the use of the WebEOC Software.

Section 3. SEMINOLE COUNTY Responsibilities.

(a) SEMINOLE COUNTY shall serve as the liaison between PARTNERING AGENCY and WebEOC for administrative and server functions.

(b) SEMINOLE COUNTY shall ensure that PARTNERING AGENCY Administrator has access to Software.

(c) SEMINOLE COUNTY shall provide PARTNERING AGENCY with one (1) Administrator Account, and eighty-three (83) User Accounts. Any remaining accounts will go to Regional Partners.

(d) SEMINOLE COUNTY, as recipient of the Grant funds, shall notify the PARTNERING AGENCY in the event Grant funds are not available for maintenance costs. Notification shall be provided in writing pursuant to Section 8 of this Agreement.

(e) SEMINOLE COUNTY shall provide PARTNERING AGENCY with a copy of the Software Licensing Agreement.

(f) SEMINOLE COUNTY shall host quarterly WebEOC user group meetings for the PARTNERING AGENCY administrators to discuss policies and procedures pertaining to the use of the system and shall provide reasonable advance notice to the PARTNERING AGENCY of such meetings.

(g) SEMINOLE COUNTY shall retain responsibility for overseeing all Software maintenance issues in accordance with the License Agreement.

Section 4. PARTNERING AGENCY Responsibilities.

(a) PARTNERING AGENCY's Administrator shall be responsible for the maintenance of his/her Software and the PARTNERING AGENCY's users of such Software.

(b) PARTNERING AGENCY may purchase additional User bundles for Software, as it may deem appropriate. PARTNERING AGENCY will be responsible for the maintenance cost associated with the user bundles purchased by the PARTNERING AGENCY.

(c) PARTNERING AGENCY shall pay SEMINOLE COUNTY for its respective portion of maintaining the Software in the event that all Grant funds are exhausted or do not otherwise cover the total cost of maintenance. This cost will be split evenly among all PARTNERING AGENCYs and COUNTY. An invoice will be provided to PARTNERING AGENCYs pursuant to Section 8 of this Agreement.

(d) PARTNERING AGENCY shall send its Administrator and Information Technology personnel to the initial Discovery Meeting hosted by WebEOC.

(e) PARTNERING AGENCY shall send its Administrator, or a designated delegate, to the Administrator User Training, which is provided by WebEOC.

(f) PARTNERING AGENCY shall comply with the terms and conditions of this Agreement and those set forth in the License Agreement, as applicable.

Section 5. Insurance Requirements.

(a) Each party shall maintain insurance coverage to protect its own interests and obligations under this Agreement. PARTNERING AGENCY may self-insure with limits as stipulated in §768.28, Florida Statutes, and provide a certificate of insurance evidencing its insurance of self-insurance.

Section 6. Indemnification.

(a) SEMINOLE COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold PARTNERING AGENCY harmless for loss, damage, or injury to persons or property, arising out of or resulting from SEMINOLE COUNTY's activities under this Agreement, unless, however, such claim or demand arises out of or results from the negligence of PARTNERING AGENCY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by SEMINOLE COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2016), as this statute may be amended from time to time. To the extent SEMINOLE COUNTY has contract employees or agents performing any work on pursuant to this Agreement, SEMINOLE COUNTY shall ensure the contractor has PARTNERING AGENCY

added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(b) PARTNERING AGENCY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold SEMINOLE COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from PARTNERING AGENCY 's activities under this Agreement, unless, however, such claim or demand arises out of or results from the negligence of SEMINOLE COUNTY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by PARTNERING AGENCY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2016), as this statute may be amended from time to time. To the extent PARTNERING AGENCY has contract employees or agents performing any work pursuant to this Agreement, PARTNERING AGENCY shall ensure the contractor has SEMINOLE COUNTY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) The principles of comparative negligence apply to loss, damage or injury as specified in subsections (a) and (b) above where the negligence of both PARTNERING AGENCY and SEMINOLE COUNTY and their respective servants, agents, employees or assigns are involved.

(d) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of SEMINOLE COUNTY and PARTNERING AGENCY beyond the waiver provided for in Section 768.28, Florida Statutes (2016), as this statute may be amended from time to time.

(e) The waiver of any provision in this Agreement regarding insurance by either party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

Section 7. Employee Status. Persons employed by PARTNERING AGENCY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SEMINOLE COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SEMINOLE COUNTY 's officers and employees either by operation of law or by SEMINOLE COUNTY. Persons employed by SEMINOLE COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of PARTNERING AGENCY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to PARTNERING AGENCY's officers and employees either by operation of law or by PARTNERING AGENCY.

Section 8. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to SEMINOLE COUNTY:

Office of Emergency Management
150 Eslinger Way
Sanford, FL 32773
Attn: Chief Administrator

As to PARTNERING AGENCY:

Orange County Administration
Orange County Government
201 South Rosalind Avenue
Orlando, Florida 32801

Orange County, Florida
Attn: Manager, Office of Emergency Management
P.O. Box 5879
Winter Park, Florida 32793-5879

Orange County, Florida
Attn: Manager, Procurement Division
P.O. Box 1393
Orlando, Florida 32802-1393

Section 9. Governing Law. The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 10. Parties Bound. This Agreement is binding upon and inures to the benefit of PARTNERING AGENCY and SEMINOLE COUNTY, and their successors and assigns.

Section 11. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2016), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2016), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other

party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 12. Dispute Resolution. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which, as provided in Section 9 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 14. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party.

Section 15. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 16. Public Records Law.

(a) PARTNERING AGENCY and SEMINOLE COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, to release public records to members of the public upon request. PARTNERING AGENCY and SEMINOLE COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

Section 17. Equal Opportunity Employment. PARTNERING AGENCY and SEMINOLE COUNTY agree that they shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. PARTNERING AGENCY and SEMINOLE COUNTY shall take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision must include, but is

not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 18. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 19. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 20. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

Section 21. Term. The term of this Agreement is one (1) year from the Effective Date and will automatically renew for one (1) term on each subsequent anniversary of the Effective Date, unless either party elects to terminate this Agreement, which either party may do at any time by providing sixty (60) days' notice to the party pursuant to Section 8 above.

[The remainder of this page is intentionally blank; signature page to follow]

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

ATTEST:

ORANGE COUNTY BOARD OF COUNTY COMMISIONERS

_____
PHIL DIAMOND, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By:_____
TERESA JACOBS, Orange County Mayor

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
JOHN HORAN, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 2017, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

DWM
5/5/17
p:\users\dmorrell\my documents\Public Safety\WebEOC Interlocal (Orange).docx

Attachment:
Exhibit A—Licensing Agreement

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
1

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Mem

)A ITEM

June 6, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

J. Goodrich for

THRU: George Ralls, M.D., Deputy County Administrator
County Administrator's Office

FROM: John Goodrich, Fiscal and Operational Support Manager
Health Services Department
(407) 836-7689

SUBJECT: Medicaid Match SFY 2017-18
Consent Agenda – June 20, 2017

The State of Florida requires every county to contribute funds to help offset the state's portion of Medicaid. In the past, the state billed counties for services used by their residents. In 2013, the legislature changed the way counties are billed for their share of cost by instituting a formula-based contribution in lieu of the former billing system. The formula system is based on a combination of past expenditures and the Medicaid population for the County. Orange County's contribution for the states 2017-18 fiscal year is $19,373,018.61. The County has budgeted $20 million to cover Medicaid costs this year. This amount is broken down into equal monthly payments which the County remits to the state. If a county does not submit the required monthly payment, the state will deduct the appropriate amount from their monthly sales tax distribution.

ACTION REQUESTED: Approval to pay Orange County's Medicaid share of cost in accordance with Florida Statute 409.915 for state fiscal year 2017-18 in the amount of $19,373,018.61. **(Health Services Department)**

Attachment

Cc: Kurt Petersen, Manager, Office of Management and Budget
Sandy Sanders, Manager, Accounts Payable, Comptroller's Office

Medicaid Program

Remittance of County Share of Matching Funds

Effective July 1, 2017

Per Section 409.915, Florida Statutes, the Department of Revenue is responsible for collecting the county share of costs for Medicaid recipients. Although the State is responsible for the full portion of the state share of the matching funds required for the Medicaid program, the state is required to charge the counties an annual contribution in order to acquire a certain portion of these funds.

For the 2017/18 state fiscal year, the total amount of the counties annual contribution is $287,900,000. Orange County's annual contribution is $19,373,018.61, with a monthly allocation of $1,614,418.22, which is due to the Department of Revenue by the 5th day of each month. Please use the new monthly amount beginning July 2017. If the county fails to remit the payment, the Department will reduce the monthly distribution to the county pursuant to Section 218.61, Florida Statutes, (Half-Cent); and if necessary, the distribution to the county pursuant to Section 218.26, Florida Statutes, (Revenue Sharing).

Payments should be submitted on or before 5:00 p.m., ET, on the business day prior to the 5th of each month. A calendar of remittance dates containing deadlines will be provided as soon as it is available. Please immediately report any problems with the remittance system to Marsha Revell at Marsha.Revell@FloridaRevenue.com or (850) 717-7254.

If you have any questions or need assistance, please do not hesitate to contact us.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Mem

AGENDA ITEM

June 5, 2017

TO: Mayor Teresa Jacobs
-And-
Board of County Commissioners

THRU: George Ralls, M.D., Deputy County Administrator
County Administrator's Office

J Goodrich

FROM: John Goodrich, Fiscal and Operational Support Manager
Health Services Department

SUBJECT: Transfer of Ryan White Computer Equipment
Consent Agenda – June 20, 2017

Each year the Orange County Health Services Department receives funding from the U.S. Department of Health and Human Services, Health Resources & Services Administration (HRSA). The funds are used to provide health and support services for individuals living with HIV/AIDS in Orange, Osceola, Seminole, and Lake Counties. The county contracts with local not-for-profit service providers in order to deliver services to eligible clients.

As part of the service delivery model, all service providers are required to document services in an electronic database management system, managed by the county. Recently, the county purchased a new electronic database management system and required new computer equipment for service providers to improve data integrity.

In order to transfer ownership of the equipment and remove it off the county's inventory, Board approval is required. The transferred equipment will be used by service providers to provide HIV/AIDS services for their useful life.

ACTION REQUESTED: Approval to transfer computer equipment purchased with Ryan White grant funds to service providers and remove it from the Ryan White inventory. **(Health Services Department)**

Attachment

Orange County Health Services Department

Ryan White Computer Equipment Transfer

Serial Number	Asset Number	Description	Make	Model	Cost	Contracted Agency
BJCHSD2	764659	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BJJMSD2	764660	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BJRFSD2	764661	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BJRKSD2	764662	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BJTJSD2	764663	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BJ2LSD2	764664	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BJ8KSD2	764665	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BK3HSD2	764666	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BK4LSD2	764667	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BK5FSD2	764668	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
CHC0DD2	764669	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
FWCHSD2	764670	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
FW0HSD2	764671	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
FW5HSD2	764672	Computer	DELL	OptiPlex 7040	$825.00	Hope and Help Center of Central Florida, Inc.
BM1STB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
BXGPTB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
CMXRTB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
CM1STB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
CYWNTB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
FNXRTB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
GL1STB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
HM1STB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
HNXRTB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
JM1STB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
JSXRTB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
1N1STB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
2N1STB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
2XGPTB2		Monitor	DELL	P2214H	$184.00	Hope and Help Center of Central Florida, Inc.
49W2XF2	764681	Laptop	DELL	Latitude E7470	$1,250.00	Hope and Help Center of Central Florida, Inc.
FW8HSD2	764673	Computer	DELL	OptiPlex 7040	$825.00	Miracle of Love, Inc.
GSHHSD2	764674	Computer	DELL	OptiPlex 7040	$825.00	Miracle of Love, Inc.
GSNLSD2	764675	Computer	DELL	OptiPlex 7040	$825.00	Miracle of Love, Inc.
28DVRD2	764676	Computer	DELL	OptiPlex 7040	$825.00	Miracle of Love, Inc.
3N1STB2		Monitor	DELL	P2214H	$184.00	Miracle of Love, Inc.
3WGPTB2		Monitor	DELL	P2214H	$184.00	Miracle of Love, Inc.
4N1STB2		Monitor	DELL	P2214H	$184.00	Miracle of Love, Inc.
5N1STB2		Monitor	DELL	P2214H	$184.00	Miracle of Love, Inc.
8NLCXD2	764680	Computer	DELL	OptiPlex 7040	$825.00	Nehemiah Educational and Develpmental, Inc. (N.E.E.D.)
8XGPTB2		Monitor	DELL	P2214H	$184.00	Nehemiah Educational and Develpmental, Inc. (N.E.E.D.)
5BW2XF2	764682	Laptop	DELL	Latitude E7470	$1,250.00	Nehemiah Educational and Develpmental, Inc. (N.E.E.D.)
78W2XF2	764683	Laptop	DELL	Latitude E7470	$1,250.00	Nehemiah Educational and Develpmental, Inc. (N.E.E.D.)
C123XF2	764684	Laptop	DELL	Latitude E7470	$1,250.00	Nehemiah Educational and Develpmental, Inc. (N.E.E.D.)
DV13XF2	764685	Laptop	DELL	Latitude E7470	$1,250.00	Nehemiah Educational and Develpmental, Inc. (N.E.E.D.)
28LWRD2	764677	Computer	DELL	OptiPlex 7040	$825.00	The Center for Multicultural Wellness and Prevention, Inc.
6ZVDFB2	764678	Computer	DELL	OptiPlex 7040	$825.00	The Center for Multicultural Wellness and Prevention, Inc.
8MSFXD2	764679	Computer	DELL	OptiPlex 7040	$825.00	The Center for Multicultural Wellness and Prevention, Inc.
6N1STB2		Monitor	DELL	P2214H	$184.00	The Center for Multicultural Wellness and Prevention, Inc.
7N1STB2		Monitor	DELL	P2214H	$184.00	The Center for Multicultural Wellness and Prevention, Inc.
8M1STB2		Monitor	DELL	P2214H	$184.00	The Center for Multicultural Wellness and Prevention, Inc.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandu

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
1

May 25, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: **Diana M. Almodovar, P.E., Manager**
Development Engineering Division
PHONE NUMBER: **(407) 836-7974**

SUBJ: **Authorization to record the plat of Lake Buena Vista Hotels**

The Public Works Department requests authorization to record the plat of Lake Buena Vista Hotels. This is a one lot plat located at the Northeast corner of the Palm Parkway and Lake Street intersection.

This plat is being recorded in order to comply with the requirements of the Buena Vista Park Planned Development/Springhill Suites and Towne Place Suites Development Plan as approved by the Orange County Development Review Committee on April 27, 2016.

This plat is being placed on the Consent Agenda in order to comply with the requirements of Chapter 34, Article III, Section 34-48(b) of the Orange County Code.

Action Requested: **Authorization to record the plat of Lake Buena Vista Hotels. District 1.**

MVM/DMA/mk

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
2

May 24, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: **Christine N. Lofye, P.E., Acting Manager**
Traffic Engineering Division
PHONE NUMBER: **(407) 836-7890**

SUBJ: **Installation of Traffic Control Devices and "No Parking" signs in Latham Park South**

Our staff recommends that the following traffic control devices be installed in Latham Park South:

Install "STOP" signs on:
Bradleigh Drive (WB) at Bradleigh Drive
Merlon Drive (WB) at Bradleigh Drive
Merlon Drive (SB) at Bradleigh Drive

The Fire Marshal recommends that the following "No Parking" signs be installed in Latham Park South:

Install "NO PARKING" signs on:
Bradleigh Drive
Merlon Drive

Action Requested: **Approval of Traffic Control Devices and "No Parking" sign installations in Latham Park South. District 1.**

MVM/CNL/ahw/nad

Attachments

LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA
DISTRICT # 1

STOP/STREET

(1)	(Ft E)	on Bradleigh Drive (WB)	9400
		at Bradleigh Drive	9000
(2)	(Ft N)	on Merlon Drive (WB)	9100
		at Bradleigh Drive	9000
(3)	(Ft S)	on Merlon Drive (SB)	9200
		at Bradleigh Drive	9200

NO PARKING with arrows

(4)	on Bradleigh Drive (east leg) from Bradleigh Drive (south leg) along the odd numbered street addresses
(5)	on Merlon Drive from Bradleigh Drive (south leg)extending east and south Bradleigh Drive on the north and east sides

ahw/

5/24/2017

SHEET 1 OF 8

LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY, FLORIDA

PLAT BOOK 87 PAGE 36

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°57'16" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1324.15 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°57'16" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1324.15 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE RUN NORTH 89°57'16" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2646.32 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE RUN SOUTH 00°08'08" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 1328.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE RUN SOUTH 89°57'16" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 1328.15 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE RUN SOUTH 00°08'08" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 1328.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE RUN SOUTH 89°57'16" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 2647.16 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE RUN SOUTH 89°57'16" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1328.60 FEET TO THE SOUTHEAST CORNER OF THE EASTERN HALF OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE RUN SOUTH 89°57'16" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 2646.62 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE RUN NORTH 00°08'08" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1328.62 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE RUN NORTH 89°57'16" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1324.46 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE RUN NORTH 00°08'08" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1328.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE RUN NORTH 89°57'16" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1324.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE RUN NORTH 00°08'08" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1328.94 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE RUN NORTH 89°57'16" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1324.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 226.695 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

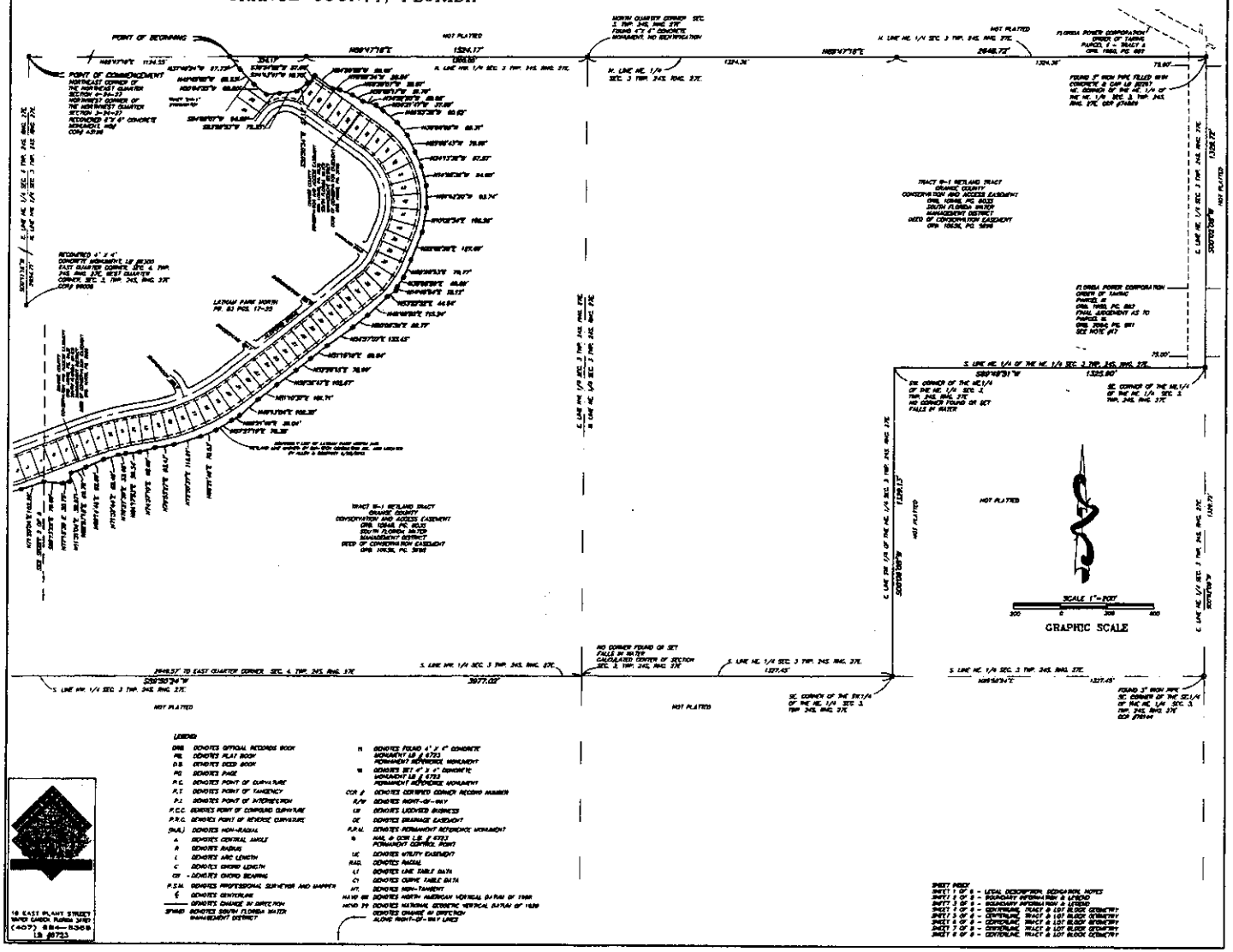
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING NORTH 89°57'16" EAST.
2. ALL PLATTED EASEMENTS, EXISTING AND/OR AS ESTABLISHED FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITIES AND CABLE TELEVISION SERVICES, AND ANY OTHER EASEMENTS SHOWN HEREON, SHALL ALSO BE SUBJECT TO SUCH EASEMENTS AS MAY BE GRANTED BY THE DEVELOPER AND/OR ASSOCIATION FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND CABLE TELEVISION SERVICES WITHIN THE PLATTED EASEMENTS AS SHOWN HEREON. NO BUILDINGS, TREES OR OTHER OBSTRUCTIONS SHALL BE PLACED ON SUCH EASEMENTS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE USE OR MAINTENANCE OF THE UTILITY OR DRAINAGE FACILITY OR SERVICE. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT, EXCEPT FOR THOSE FACILITIES FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.
3. ALL LOT LINES ARE RADIAL, UNLESS OTHERWISE NOTED (NON-RADIAL = N.R.).
4. THE NORMAL HIGH WATER LINE (NHWL) FOR LAKE LATHRAM, ELEVATION 96.63', NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), WAS LOCATED IN THE FIELD BY ANDERSON SURVEYING, INC. ON JUNE 2, 2015, AND IS LOCATED AT THE WATER'S EDGE AT THE TIME AND DATE OF THE FIELD SURVEY. THE NHWL ESTABLISHES THE BOUNDARY OF LAKE LATHRAM BELOW THE NORMAL HIGH WATER LINE.
5. THE OFFSITE DRAINAGE EASEMENTS (DRAINAGE EASEMENT 1, 2, 3, AND 4) AND THE OFFSITE TRACTS (TRACT P-1, P-2, AND P-3) AS DEPICTED ON THE LATHAM PARK SOUTH PLAT, ARE DEDICATED TO THE LATHAM PARK SOUTH HOMEOWNERS ASSOCIATION, INC. FOR THE PERPETUAL USE AND BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 59 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSES OF CONSTRUCTION, CLEARING, GRADING OR ALTERATION AS POSITIVE BY THE ASSOCIATION.
6. THE WETLAND LINE SHOWN HEREON WAS FLAGGED IN THE FIELD BY ERD-KEN CONSULTING, INC. AND LOCATED IN THE FIELD BY ALLEN & DOSKOCIL ON JUNE 16, 2015.
7. BEARING LABELS EXTENDING INTO THE WATERS OF LAKE LATHRAM REPRESENT REFERENCE RADIAL STATIONS ONLY SAME CLAIM OF TITLE TO THOSE LANDS LYING BELOW THE ORDINARY HIGH WATER LINE (OHWL) OF LAKE LATHRAM, ORDINARY HIGH WATER LINE HAS NOT BEEN ESTABLISHED.
8. TRACTS P-1, P-2, P-3, OPEN SPACE TRACTS AND TRACTS OS-1, OS-2, OS-3, OS-4, OS-5, OS-6, OS-7, OS-8, OS-9, OS-10, OS-11, OS-12, OS-13, OS-14, OS-15, OS-16, OS-17, OS-18, OS-19, OS-20, OS-21, OS-22, OS-23, OS-24, OS-25, OS-26, OS-27, OS-28, OS-29, OS-30, OS-31, OS-32, OS-33, OS-34, OS-35, OS-36, OS-37, OS-38, OS-39, OS-40,

LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT BOOK 87 PAGE 37

SHEET 2 OF 8
BOUNDARY INFORMATION SHEET



LEGEND

ORB.	DENOTES OFFICIAL RECORDS BOOK
PB.	DENOTES PLAT BOOK
D.B.	DENOTES DEED BOOK
PG.	DENOTES PAGE
P.C.	DENOTES POINT OF CURVATURE
P.T.	DENOTES POINT OF TANGENCY
P.I.	DENOTES POINT OF INTERSECTION
P.C.C.	DENOTES POINT OF COMPOUND CURVATURE
P.R.C.	DENOTES POINT OF REVERSE CURVATURE
(N.R.)	DENOTES NON-RADIAL
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
C	DENOTES CHORD LENGTH
CB	DENOTES CHORD BEARING
P.S.M.	DENOTES PROFESSIONAL SURVEYOR AND MAPPER
℄	DENOTES CENTERLINE
	DENOTES CHANGE IN DIRECTION
SFWMD	DENOTES SOUTH FLORIDA WATER MANAGEMENT DISTRICT
⊙	DENOTES FOUND 4" X 4" CONCRETE MONUMENT LB # 6783 PERMANENT REFERENCE MONUMENT
⊙	DENOTES SET 4" X 4" CONCRETE MONUMENT LB # 6783 PERMANENT REFERENCE MONUMENT
COR #	DENOTES CERTIFIED CORNER RECORD NUMBER
R/W	DENOTES RIGHT-OF-WAY
LB	DENOTES LICENSED BUSINESS
DE	DENOTES DRAINAGE EASEMENT
P.R.M.	DENOTES PERMANENT REFERENCE MONUMENT
⊕	NAIL & DISK LB # 6783 PERMANENT CONTROL POINT
UE	DENOTES UTILITY EASEMENT
RAD.	DENOTES RADIAL
L1	DENOTES LINE TABLE DATA
C1	DENOTES CURVE TABLE DATA
(NT)	DENOTES NON-TANGENT
NAVD 88	DENOTES NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD 29	DENOTES NATIONAL GEODETIC VERTICAL DATUM OF 1929
	DENOTES CHANGE OF DIRECTION ALONG RIGHT-OF-WAY LINES

SHEET INDEX

SHEET 1 OF 8	LEGAL DESCRIPTION, RESERVATIONS, NOTES
SHEET 2 OF 8	BOUNDARY INFORMATION & LEGEND
SHEET 3 OF 8	BOUNDARY INFORMATION & LEGEND
SHEET 4 OF 8	CENTERLINE, TRACT A LOT BLOCK GEOMETRY
SHEET 5 OF 8	CENTERLINE, TRACT A LOT BLOCK GEOMETRY
SHEET 6 OF 8	CENTERLINE, TRACT A LOT BLOCK GEOMETRY
SHEET 7 OF 8	CENTERLINE, TRACT A LOT BLOCK GEOMETRY
SHEET 8 OF 8	CENTERLINE, TRACT A LOT BLOCK GEOMETRY

18 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB #6753

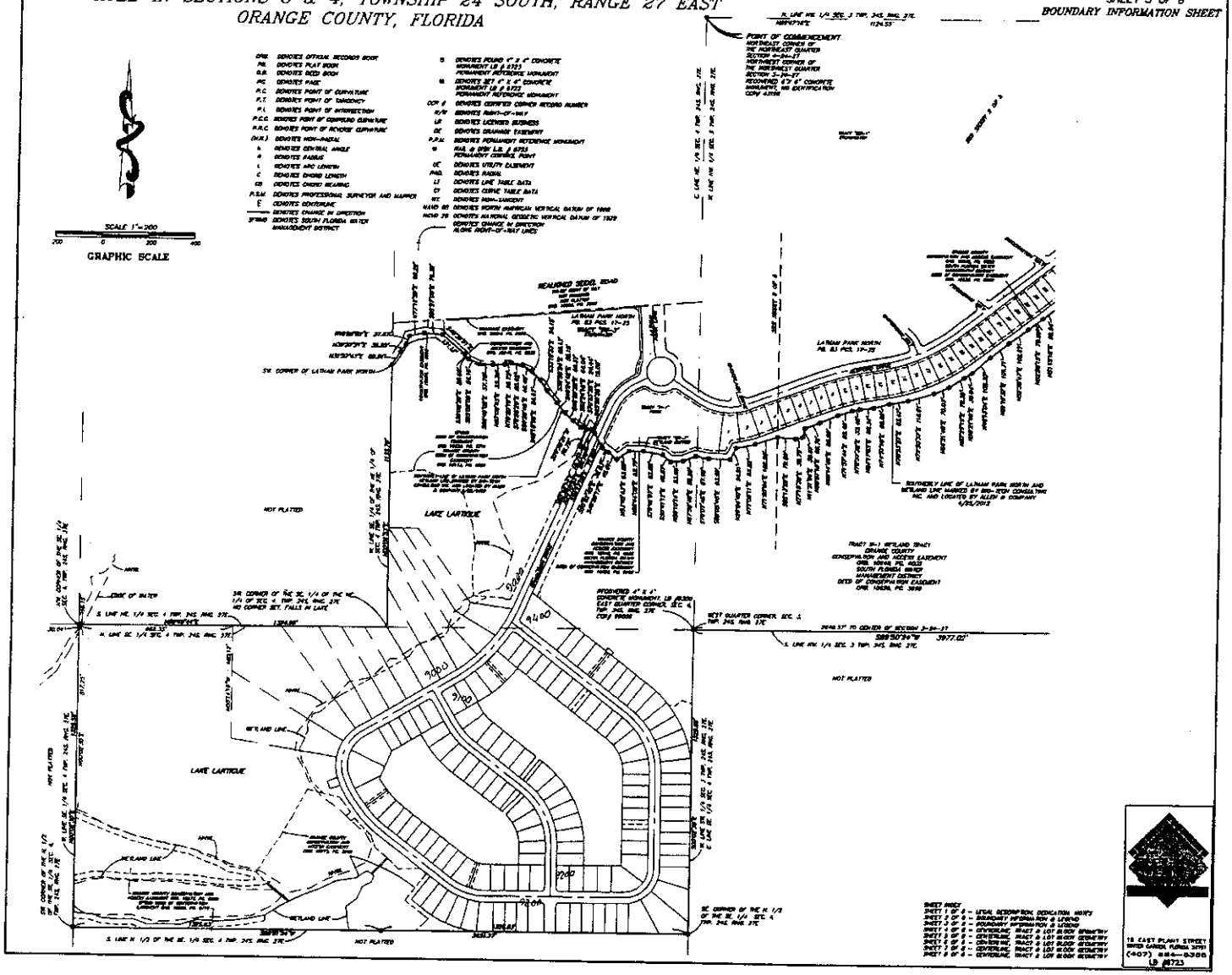
536

LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT BOOK 87 PAGE 38

SHEET 3 OF 6
BOUNDARY INFORMATION SHEET



537

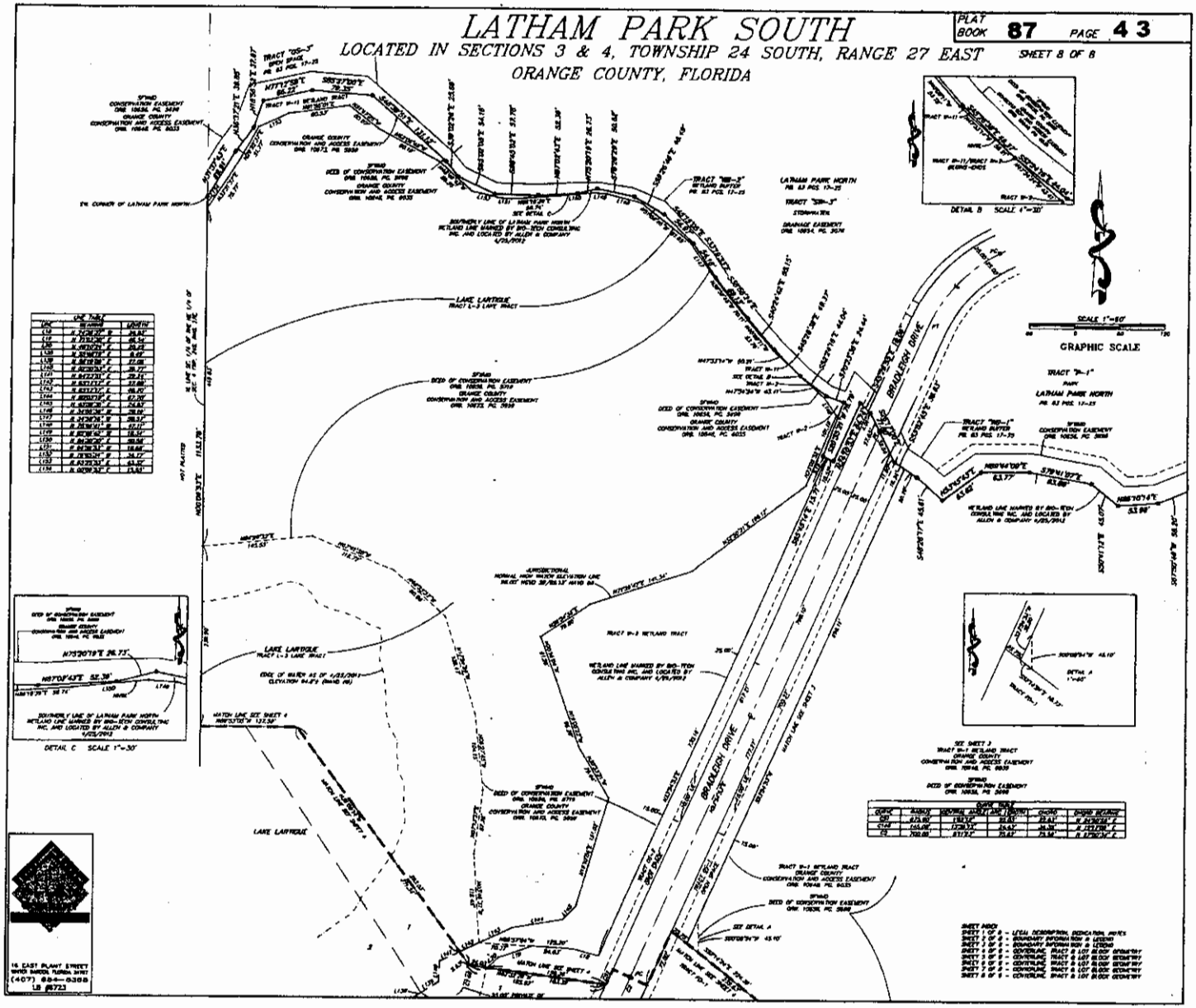
LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST

ORANGE COUNTY, FLORIDA

PLAT BOOK 87 PAGE 43

SHEET 8 OF 8



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB #6723

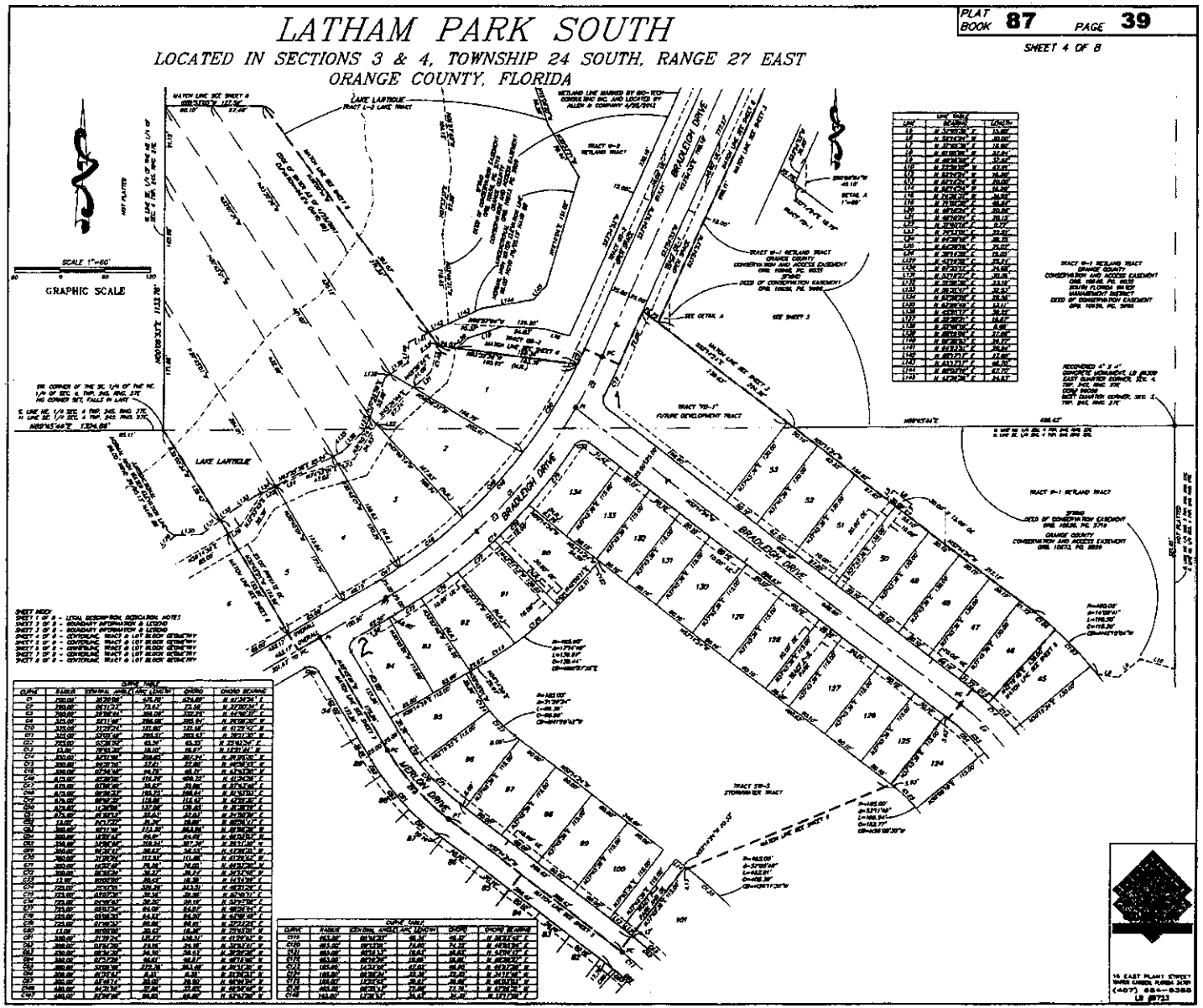
538

LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT BOOK 87 PAGE 39

SHEET 4 OF 8



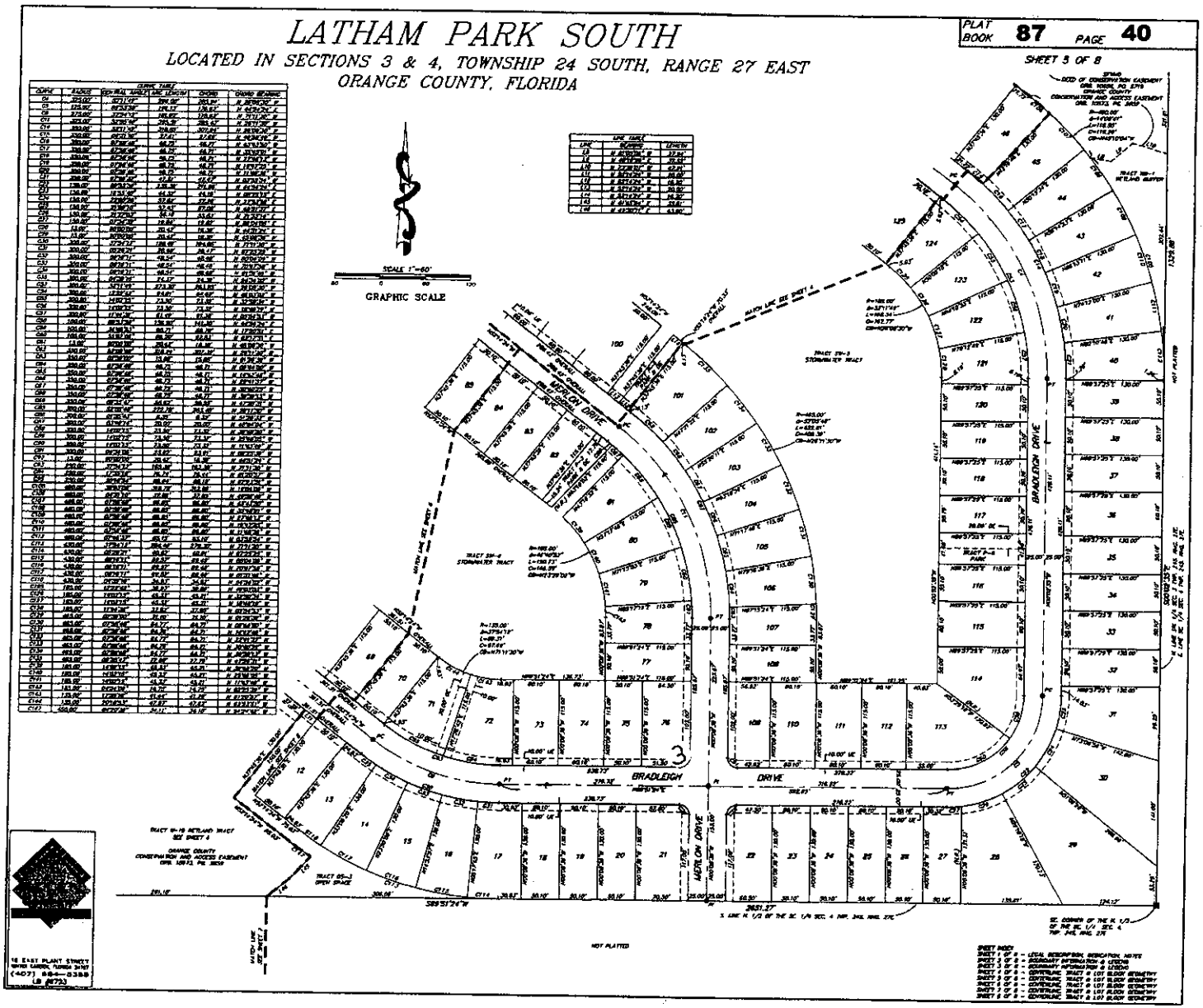
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LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT BOOK 87 PAGE 40

SHEET 5 OF 8



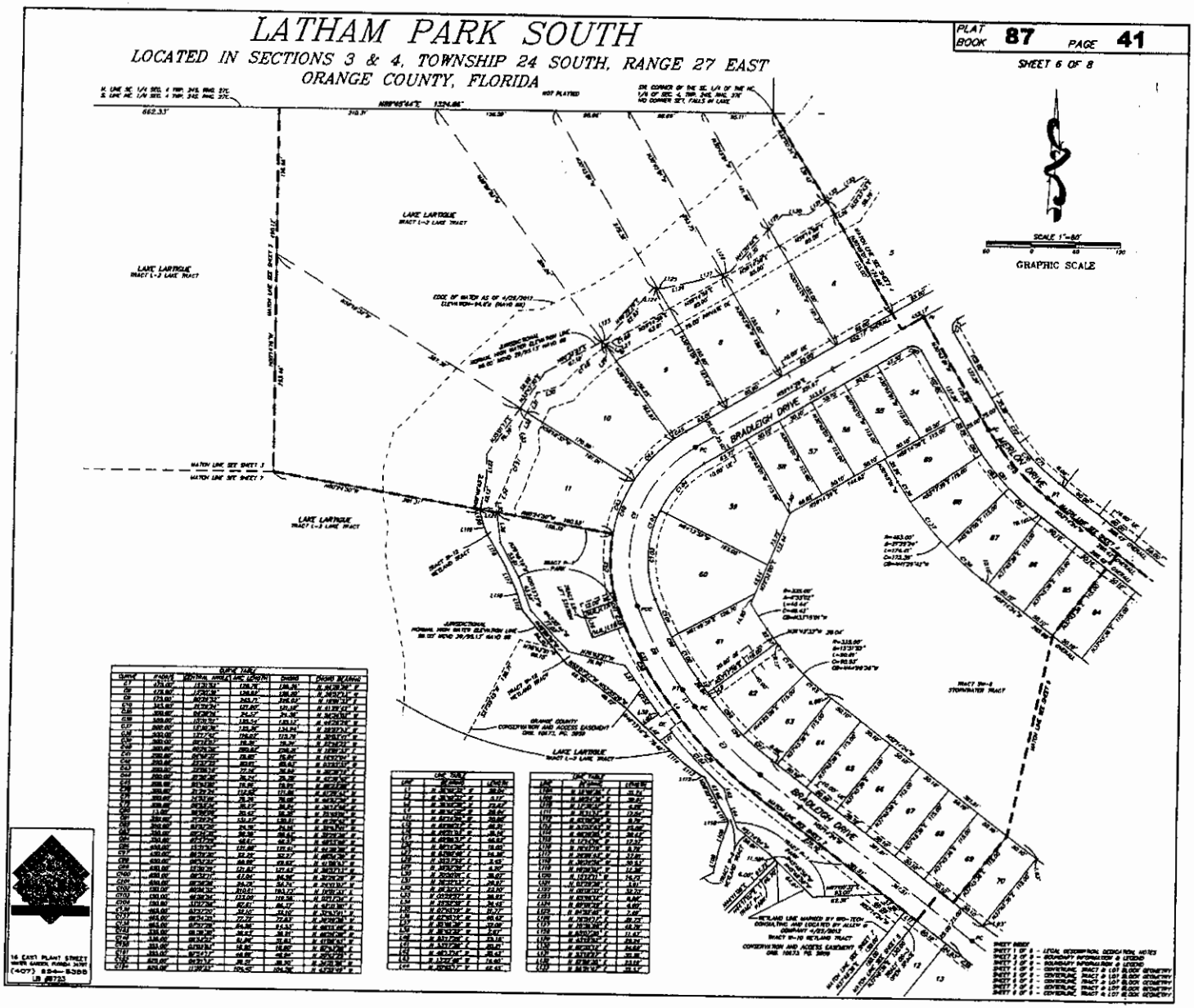
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LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT BOOK 87 PAGE 41

SHEET 6 OF 8

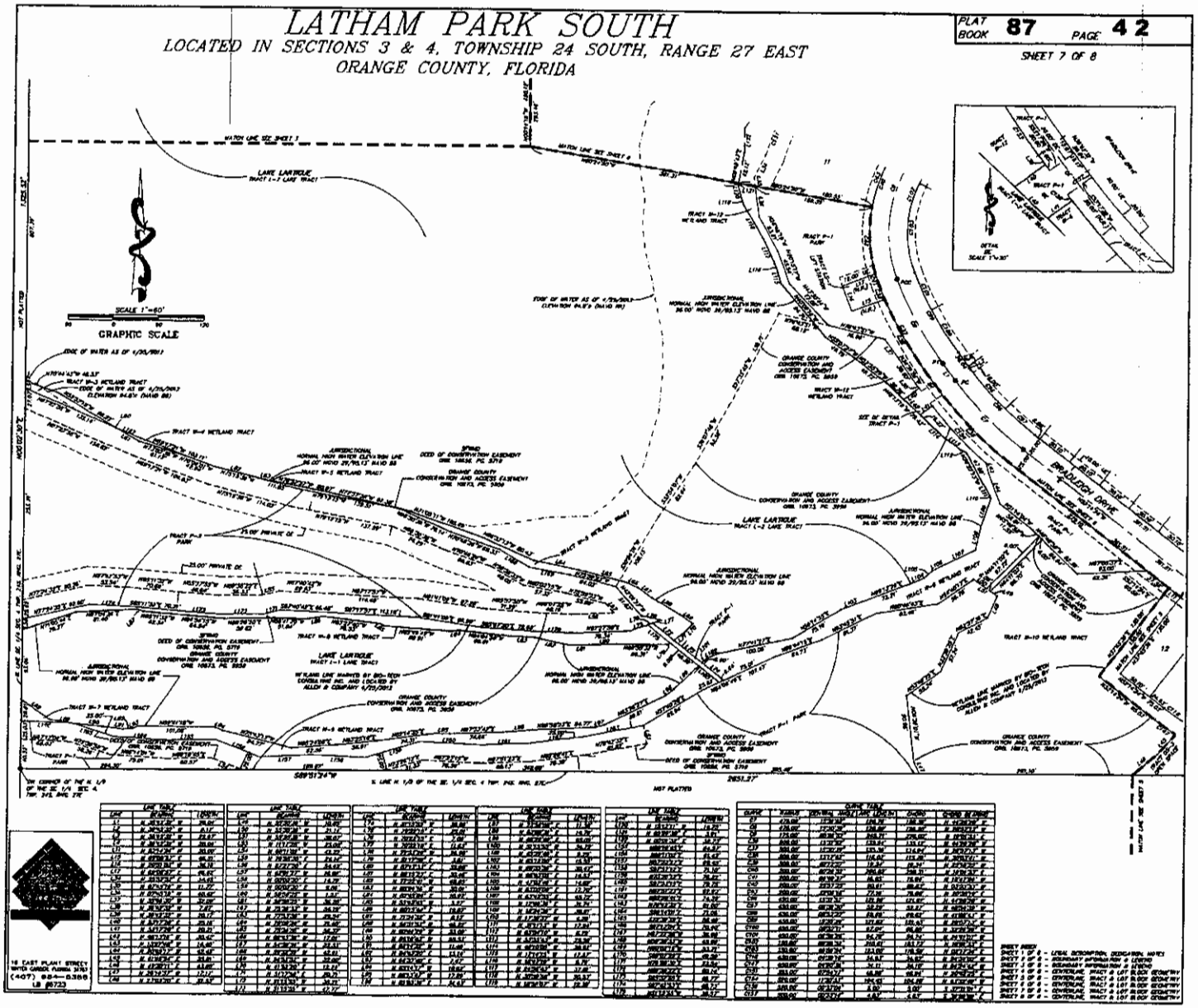


LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT BOOK 87 PAGE 42

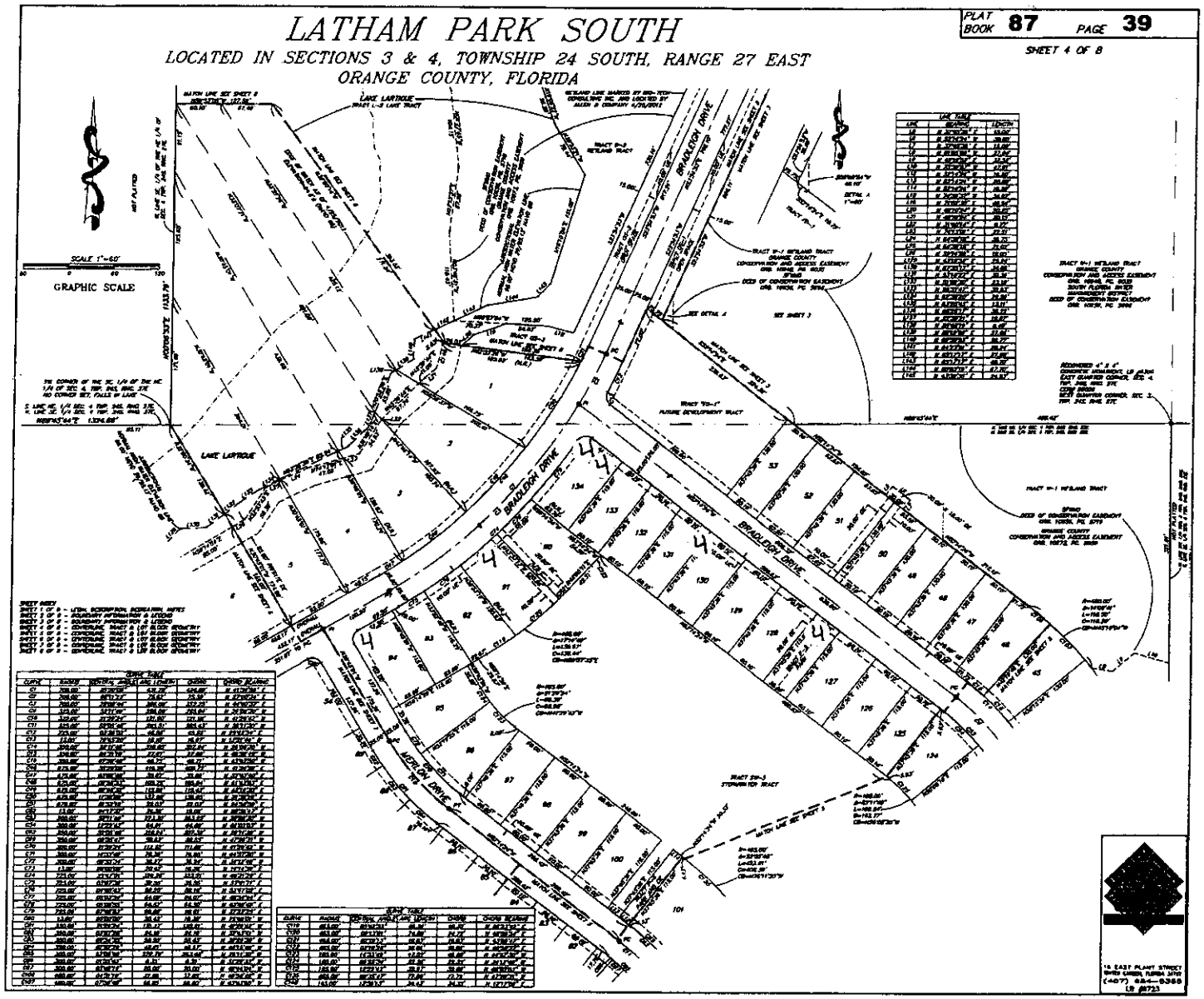
SHEET 7 OF 8



18 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB #723

NO PARKING

NO PARKING



NO PARKING

NO PARKING

543

NO PARKING

NO PARKING

NO PARKING

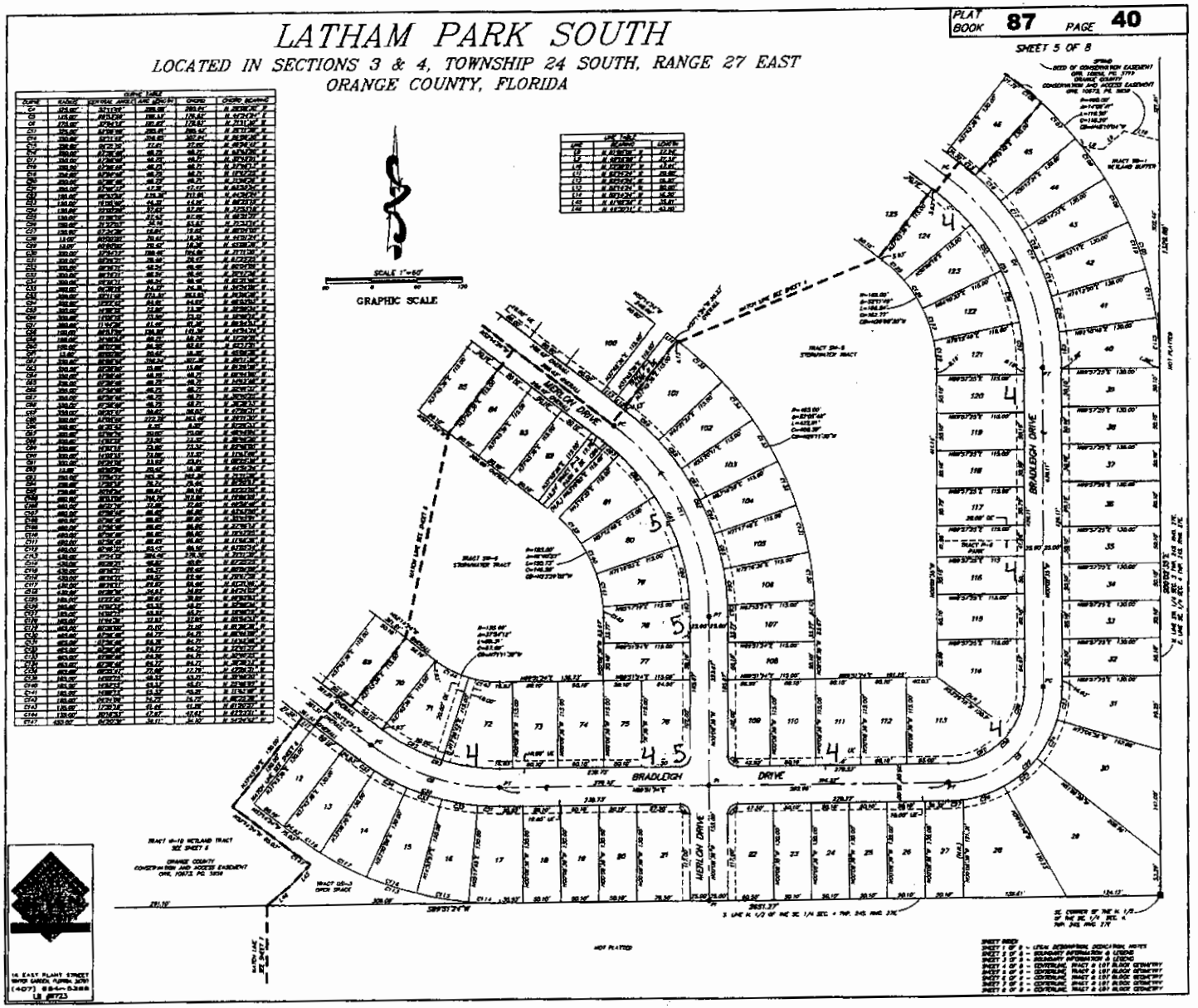
NO PARKING

PLAT BOOK 87 PAGE 40

SHEET 5 OF 8

LATHAM PARK SOUTH

LOCATED IN SECTIONS 3 & 4, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

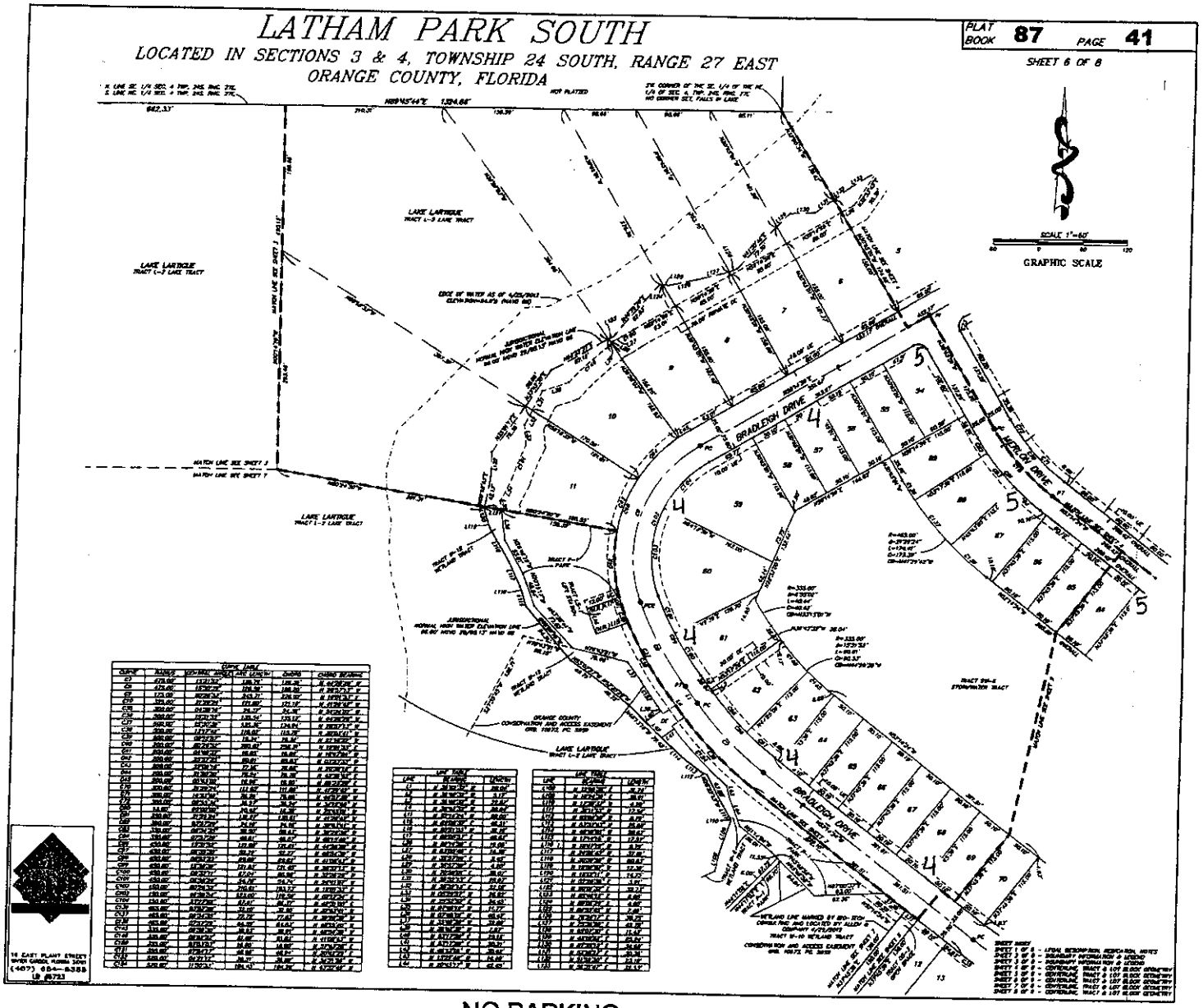


544

NO PARKING

NO PARKING

NO PARKING



NO PARKING

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 24, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: **Christine N. Lofye, P. E., Acting Manager**
Traffic Engineering Division
PHONE NUMBER: **(407) 836-7890**

SUBJ: **Installation of Traffic Control Devices and "No Parking" signs in Wyndham Lakes Estates Phase 5N A Replat**

Our staff recommends that the following traffic control devices be installed in Wyndham Lakes Estates Phase 5N A Replat:

Install "STOP" signs on:
Harrington Cove Drive at Wyndham Lakes Boulevard
Pacey Cove Drive at Rodrick Circle
Great Bay Lane at Pacey Cove Drive
Harrington Cove Drive at Pacey Cove Drive

The Fire Marshal recommends that the following "No Parking" signs be installed in Wyndham Lakes Estates Phase 5N A Replat:

Install "NO PARKING" signs on:
Harrington Cove Drive
Pacey Cove Drive
Great Bay Lane

Action Requested: **Approval of Traffic Control Devices and "No Parking" sign installations in Wyndham Lakes Estates Phase 5N A Replat. District 4.**

MVM/CNL/ahw/nad

Attachments

WYNDHAM LAKES ESTATES PHASE 5N A REPLAT

IN PART REPLATING A PORTION OF TRACT "C" WYNDHAM LAKES ESTATES UNIT 7 , A REPLAT RECORDED IN PLAT BOOK 80, PAGES 131 THROUGH 135 LYING IN SECTIONS 32 AND 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA
DISTRICT # 4

STOP/STREET

(1)	(Ft E)	on Harrington Cove Drive (9 inch)	15000
		at Wyndham Lakes Boulevard (9 inch)	15300
(2)	(Ft E)	on Pacey Cove Drive	15100
		at Rodrick Circle	3200
(3)	(Ft S)	on Great Bay Lane	15200
		at Pacey Cove Drive	15100
(4)	(Ft N)	on Harrington Cove Drive	15300
		at Pacey Cove Drive	15300

SPEED LIMIT 25 MPH

(5)	(Ft E)	on Harrington Cove Drive at Wyndham Lakes Boulevard
(6)	(Ft E)	on Pacey Cove Drive at Rodrick Circle

END OF ROAD TREATMENT

(7)	(Ft S)	on Great Bay Lane at Pacey Cove Drive
(8)	(Ft E)	on Pacey Cove Drive at Harrington Cove Drive

NO PARKING with arrows

(9)	on Harrington Cove Drive from Wyndham Lakes Boulevard extending east and south to Pacey Cove Drive on the south and west sides
(10)	on Pacey Cove Drive from Rodrick Circle extending east 380ft on the south side and from Harrington Cove Drive extending west and north 535ft on the north and east sides
(11)	on Great Bay Lane from Pacey Cove Drive extending south to the cul-de-sac on the east side

ahw/

5/24/2017

SHEET 1 OF 3

WYNDHAM LAKES ESTATES PHASE 5N
A REPLAT

IN PART REPLATTING A PORTION OF TRACT "C", WYNDHAM LAKES ESTATES UNIT 7, A REPLAT
RECORDED IN PLAT BOOK 80, PAGES 131 THROUGH 135
LYING IN SECTIONS 32 AND 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA

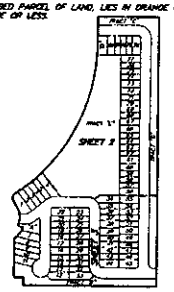
PLAT BOOK 88 PAGE 60

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF TRACT "C", WYNDHAM LAKES ESTATES UNIT 7, A REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGES 131 THROUGH 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS, LYING IN THE NORTHEAST QUARTER OF SECTION 32, AND IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF WYNDHAM LAKES ESTATES UNIT 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 28 THROUGH 33, OF SAID PUBLIC RECORDS; FOR A POINT OF BEGINNING, SAID POINT LIES ON THE SOUTH LINE OF TRACT R-4 OF BEACON PARK BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 71, PAGES 143 THROUGH 148, OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°14'59" EAST, ALONG SAID SOUTH LINE, 788.91 FEET TO A POINT LYING ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°06'21" EAST, ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 139.17 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, ALSO BEING ON THE NORTH LINE OF THE PLAT OF LAKE PRESERVE - PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGES 139 THROUGH 145 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°16'01" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33 AND SAID NORTH LINE, A DISTANCE OF 630.16 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID PLAT OF WYNDHAM LAKES ESTATES UNIT 4; THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: THENCE RUN NORTH 00°03'55" WEST, 40.85 FEET; THENCE RUN NORTH 89°44'48" WEST, 45.00 FEET; THENCE RUN NORTH 00°05'26" WEST, 185.16 FEET TO A POINT LYING ON THE EASTERLY LINE OF TRACT "C", WYNDHAM LAKES ESTATES UNIT 7, A REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80, PAGES 131 THROUGH 135 OF SAID PUBLIC RECORDS; SAID POINT ALSO LIES ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID EASTERLY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 23°31'30", AN ARC LENGTH OF 80.03 FEET, A CHORD LENGTH OF 79.47 FEET AND A CHORD BEARING OF NORTH 12°57'17" EAST, TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY, ALONG SAID EASTERLY LINE AND SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 06°57'01", AN ARC LENGTH OF 9.01 FEET, A CHORD LENGTH OF 9.00 FEET AND A CHORD BEARING OF NORTH 27°41'08" EAST; THENCE DEPARTING SAID EASTERLY LINE, RUN NON-RADIAL TO SAID CURVE, NORTH 63°29'38" WEST, 26.25 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBIRON CIRCLE, OF SAID PLAT OF WYNDHAM LAKES ESTATES UNIT 7, A REPLAT, SAID POINT ALSO LIES ON A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 54°48'27", AN ARC LENGTH OF 95.69 FEET, A CHORD LENGTH OF 92.08 FEET AND A CHORD BEARING OF NORTH 04°11'01" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 31°35'45" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 33.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°11'26", AN ARC LENGTH OF 38.48 FEET, A CHORD LENGTH OF 34.79 FEET AND A CHORD BEARING OF NORTH 12°39'58" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 58°29'46", AN ARC LENGTH OF 892.75 FEET, A CHORD LENGTH OF 854.46 FEET AND A CHORD BEARING OF NORTH 36°34'30" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°37'37" EAST, 143.98 FEET TO THE POINT OF BEGINNING.

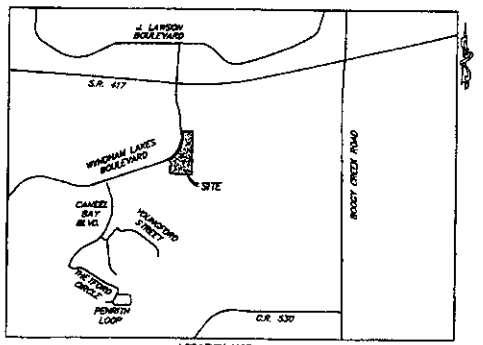
THE ABOVE DESCRIBED PARCEL OF LAND, LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 14.958 ACRES, MORE OR LESS.



SURVEYOR'S NOTES:

(1) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, BEING SOUTH 89°14'59" EAST.
(2) -⊕- DENOTES A PERMANENT REFERENCE MONUMENT (P.R.M.), A SET 4" X 4" CONCRETE MONUMENT WITH A CAP STAMPED (P.R.M.) LB. # 7806, UNLESS OTHERWISE NOTED.
(3) -●- DENOTES A PERMANENT CONTROL POINT (P.C.P.), A SET NAIL AND DISK STAMPED LB. # 4044.
(4) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
(5) TRACTS "A", "B", "C" AND "D" (OPEN SPACES) SHALL BE OWNED AND MAINTAINED BY THE WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
(6) LOT LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
(7) THERE IS A 12.00 FOOT WIDE WALL EASEMENT ADJACENT TO THE REAR OF LOTS 1 THROUGH 6 DEDICATED TO AND MAINTAINED BY THE WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

THE PROPERTIES DELINEATED ON THIS PLAT ARE SUBJECT TO AIRCRAFT NOISE, THAT MAY BE OBJECTIONABLE. SAID PROPERTIES ARE ALSO SUBJECT TO A DECLARATION OF COVENANT AND WAIVER RECORDED IN OFFICIAL RECORDS BOOK 7283, PAGE 3080, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, REGARDING SUCH AIRCRAFT NOISE.



LOCATION MAP
NOT TO SCALE

NOTICE:
"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

THE PROPERTY SHOWN HEREON REPRESENTS A PORTION OF THE LANDS INCLUDED IN THE BOGGY CREEK PLANNED DEVELOPMENT - WYNDHAM LAKE ESTATES PHASE 5N PRELIMINARY SUBDIVISION PLAN AS (CASE # PSP-14-04-174) APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 9, 2014.

LEGEND

P.O.B.	- POINT OF BEGINNING	C.C.R.	- CERTIFIED CORNER RECORD
R	- RADIUS	L.B.	- LICENSED BUSINESS
Δ	- CENTRAL ANGLE	I.D.	- IDENTIFICATION
L	- ARC LENGTH	I.R.C.	- IRON REBAR WITH CAP
C	- CHORD LENGTH	P.R.M.	- PERMANENT REFERENCE MONUMENT
CB	- CHORD BEARING	CM	- CONCRETE MONUMENT
P.B.	- PLAT BOOK	FND	- FOUND
PG.(S)	- PAGE(S)	I.P.	- IRON PIPE
PCP	- PERMANENT CONTROL POINT	(P)	- PLAT
PC	- POINT OF CURVATURE	●	- SET 4" X 4" CONCRETE MONUMENT WITH CAP STAMPED P.R.M. LB # 7806, UNLESS OTHERWISE NOTED.
O.R.B.	- OFFICIAL RECORDS BOOK	⊕	- SET NAIL AND DISK STAMPED P.C.P. LS # 4044 UNLESS OTHERWISE NOTED.
NAD	- NAIL AND DISK	D.E.	- DRAINAGE EASEMENT
(RAD)	- RADIAL	U.E.	- UTILITY EASEMENT
PT	- POINT OF TANGENT	□	- FOUND 4" X 4" CONCRETE MONUMENT
PRC	- POINT OF REVERSE CURVATURE	(N.R.)	- NON-RADIAL
I.R.	- IRON REBAR		
R/W	- RIGHT-OF-WAY		
L.S.	- LICENSED SURVEYOR		
PCC	- POINT OF COMPOUND CURVATURE		
PI	- POINT OF INTERSECTION		

PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7806
2100 Alahua Trail, Suite 203 · Oviedo, Florida 32765 · 407-542-4367

WYNDHAM LAKES ESTATES PHASE 5N
A REPLAT
DEDICATION

KNOWN ALL MEN BY THESE PRESENTS: That Lennar Homes, LLC, a Florida Limited Liability Company, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all those rights of way shown hereon, Tract "E" (Stormwater Management Area), Utility Easements and Drainage Easements shown hereon to the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned, Lennar Homes, LLC, a Florida Limited Liability Company has caused these presents to be executed and acknowledged by its undersigned thereunto duly authorized on this 7th day of December, 2015.

LENNAR HOMES, LLC.
a Florida Limited Liability Company

By: _____
Print Name: _____
Title: Vice President

Witnesses:
_____ Signature
Print Name

_____ Signature
Print Name

STATE OF FLORIDA, COUNTY OF ORANGE

THIS IS TO CERTIFY, That on February 24, 2016 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared [illegible], Vice President of Lennar Homes, LLC., a Florida Limited Liability Company, to me known to be the person described in and who executed the foregoing dedication.

IN WITNESS WHEREOF, I have hereto set my Notarial Seal on the above date.

Notary Public - State of Florida
My Commission Expires: 11-6-2016
Serial No.: EE 171044

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on June 1, 2015,

a survey of the lands shown on the foregoing plat was completed, that said plat is a true and correct representation of the lands surveyed, that the plat was prepared under my responsible direction and supervision, and that said plat complies with all the survey requirements of Chapter 177, Florida Statutes.

David A. Weibe — Feb 25 2016
Surveyor's Signature — Date
David A. Weibe — 4876
Surveyor's Name (printed) — Surveyor's Registration Number
PEC - Surveying and Mapping, LLC — Certificate of Authorization Number
2100 Alahua Trail, Suite 203, Oviedo, Florida, 32765

CERTIFICATE OF APPROVAL
BY ZONING DIRECTOR

Examined and Approved: Carol Knox — 3-8-16
Zoning Director — Date

CERTIFICATE OF APPROVAL
BY COUNTY ENGINEER

Examined and Approved: Joseph C. Kunkel — 3-7-16
County Engineer — Date

CERTIFICATE OF REVIEW
BY COUNTY SURVEYOR

This plat was reviewed for conformity with Chapter 177, Florida Statutes.
William R. Mitchell — 3-4-16
County Surveyor — Date

CERTIFICATE OF APPROVAL
BY THE BOARD OF COUNTY COMMISSIONERS

This is to certify, that on March 9, 2016, the foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.

Teresa Jacobs, County Mayor
Martha O. Haynie, County Comptroller
Frank Kruppenbacher, Deputy Clerk

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, That the foregoing plat was presented to the Orange County Comptroller Records on 3-9-2016 as File No. 20160121199

County Comptroller in and for Orange County, Florida

By: _____

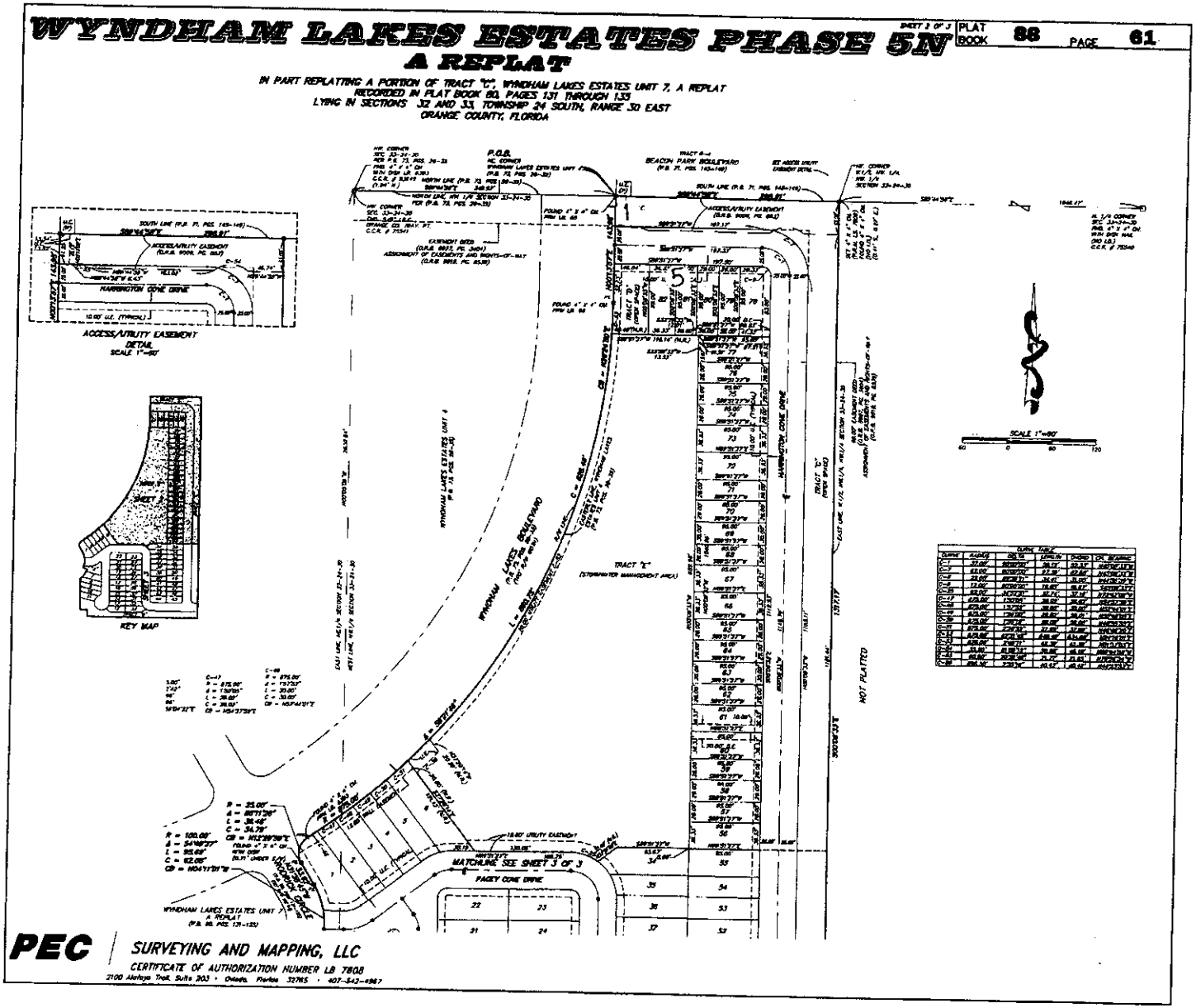
SEAL

WYNDHAM LAKES ESTATES PHASE 5N

A REPLAT

SHEET 2 OF 3 | PLAT BOOK 88 PAGE 61

IN PART REPLATTING A PORTION OF TRACT "C", WYNDHAM LAKES ESTATES UNIT 7, A REPLAT
RECORDED IN PLAT BOOK 80, PAGES 131 THROUGH 135
LYING IN SECTIONS 32 AND 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA



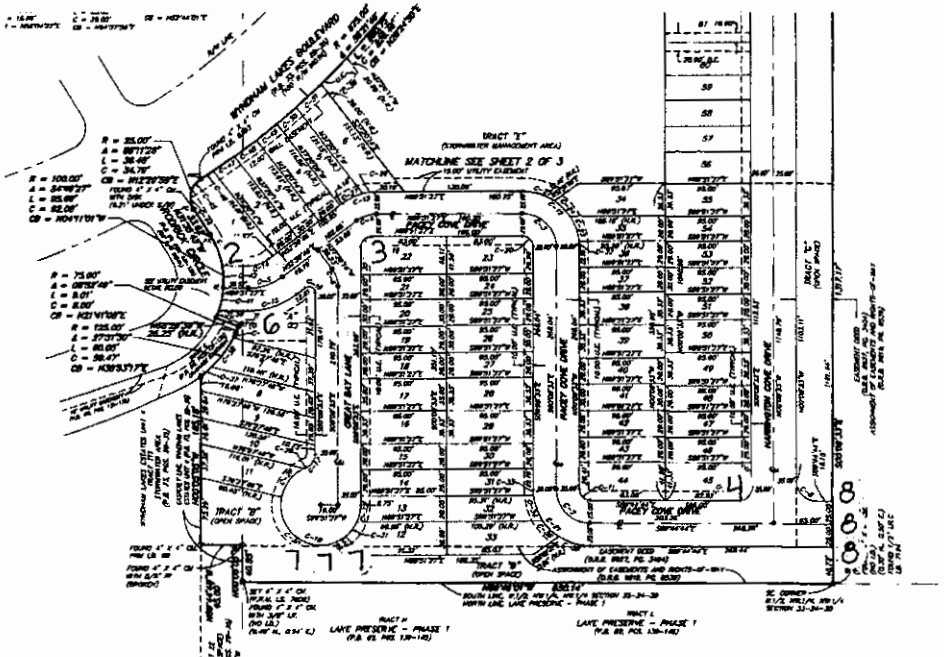
PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

SHEET 3 OF 3 | PLAT BOOK 88 PAGE 62

WYNDHAM LAKES ESTATES PHASE 5N

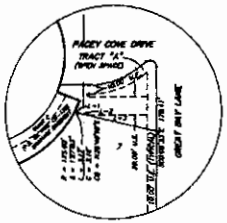
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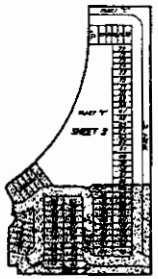








UTILITY EASEMENT DETAIL
SCALE 1"=40'



KEY MAP

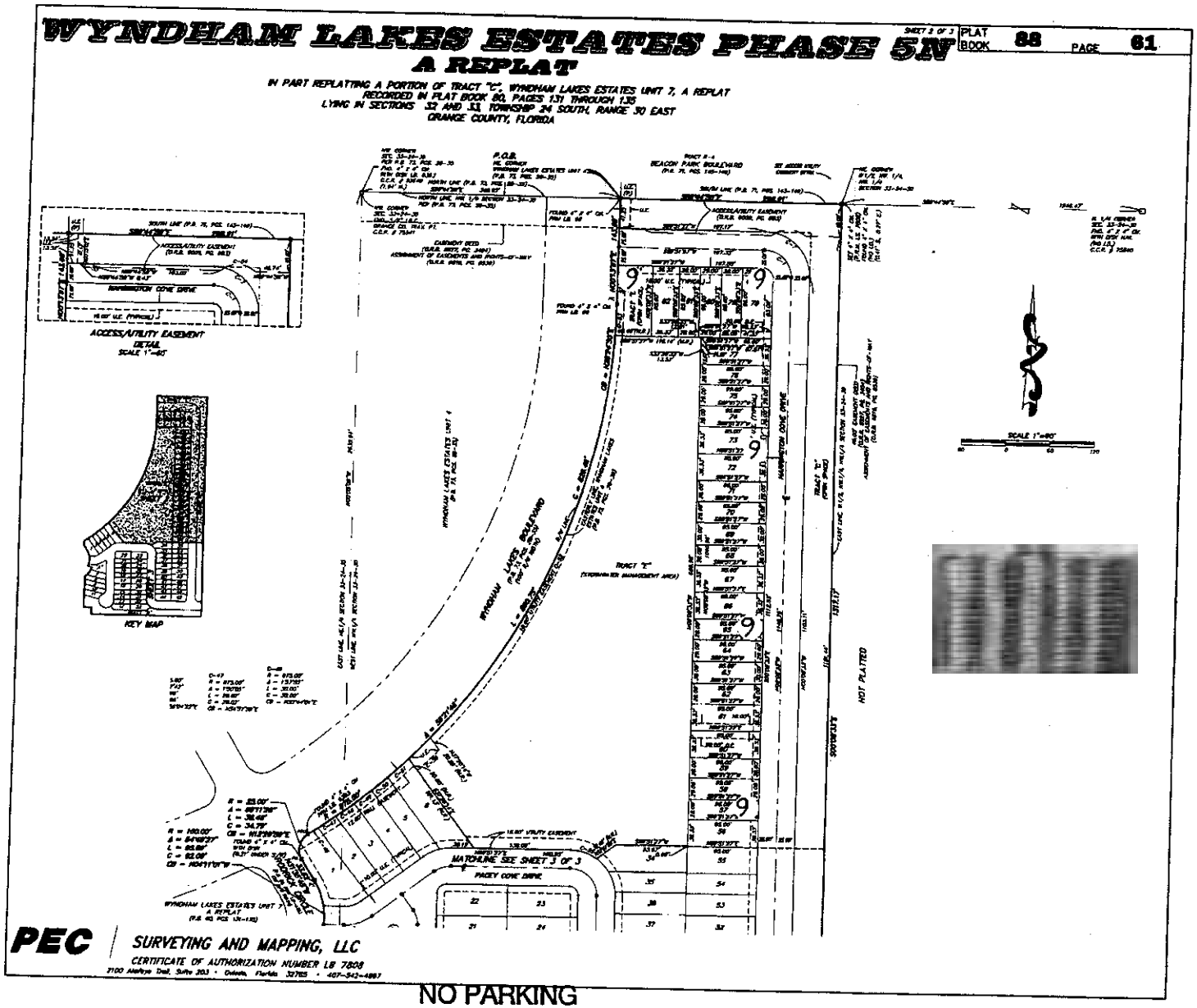
LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'00"E	4.57'
L2	S00°00'00"E	8.00'
L3	S00°00'00"E	8.57'
L4	S89°59'23"E	8.57'

PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-943-4887

NO PARKING

NO PARKING

NO PARKING



NO PARKING

551

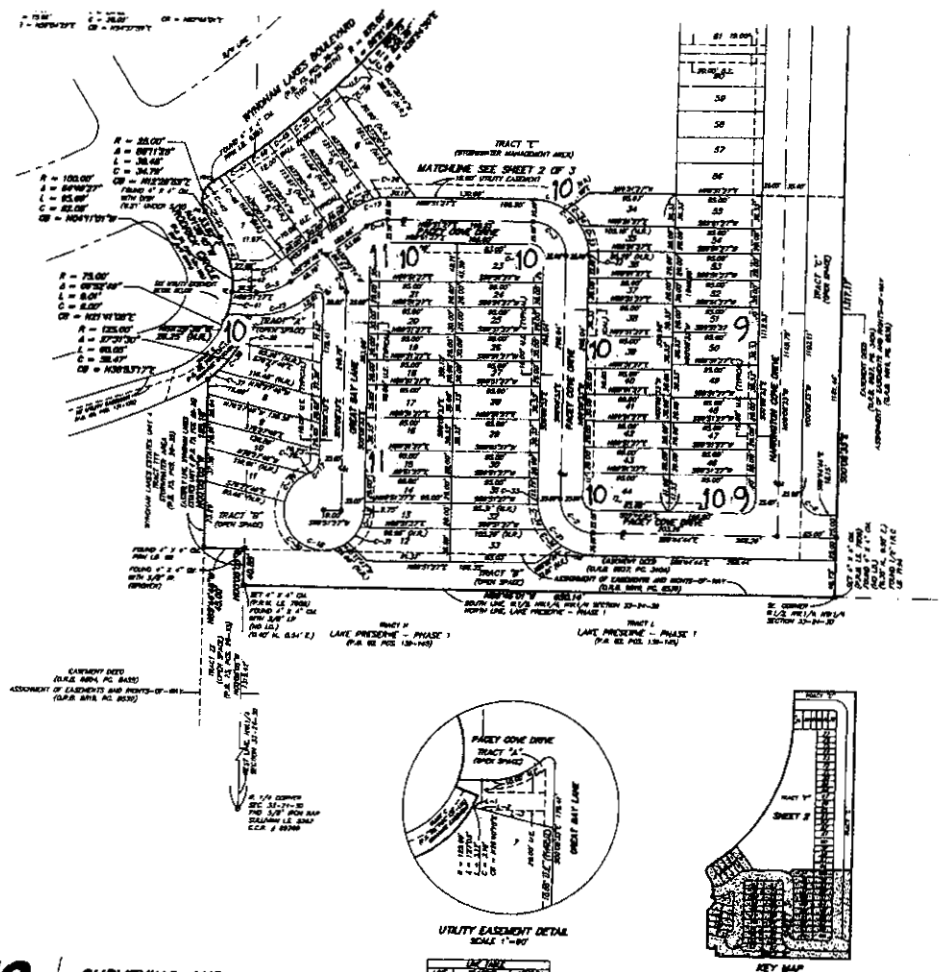
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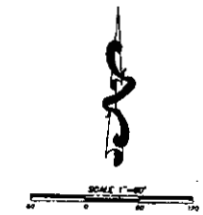
WYNDHAM LAKES ESTATES PHASE 5N

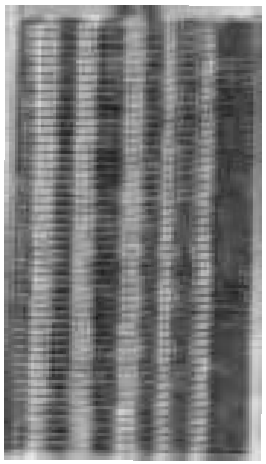
A REPLAT

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ORANGE COUNTY, FLORIDA

SHEET 3 OF 3 | PLAT BOOK 88 PAGE 62







NO PARKING

NO PARKING

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NO PARKING

552

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
4

June 1, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: **Raymond L.A.Williams, P. E., Manager**
Engineering Division, Public Works Department
PHONE NUMBER: **(407) 836-7909**

SUBJ: **Northerly Extension of Hamlin Groves Trail – Amendment #3**
from New Independence Parkway to Tiny Road

Orange County entered into a Road Network Agreement with SLF IV/BOYD HORIZON WEST JV, LLC for the Northerly Extension of Hamlin Groves Trail from New Independence Parkway to Tiny Road. The agreement provided for the design, engineering, permitting and construction of an approximately 2-mile extension of Hamlin Groves Trail in two phases. The first phase of the roadway has been constructed. The second phase which is the northerly extension of the roadway to Tiny Road through Conserve II property is currently being designed.

Per the Agreement, the County is responsible for paying 75% of the cost of the design for the entire project and the developer pays the remaining portion. The purpose of this amendment is to provide additional survey information, and incorporate additional historical groundwater data from the Conserve II property into the drainage and roadway design.

The following are the previous contract actions:

Original Contract: BCC Approval: 2/24/15 Amount: $622,910

Orange County entered into a Road Network Agreement with SLF IV/BOYD HORIZON WEST JV, LLC for the Northerly Extension of Hamlin Groves Trail from New Independence Parkway to Tiny Road. The agreement included design of roadway, drainage, and signalization for the Northerly Extension of Hamlin Groves Trail, survey, geotech, environmental, and construction plan preparation.

Amendment No. 1: BCC Approval: N/A Executed: 7/05/16 Amount: $9,000

Amendment #1 included additional survey of wetland area, and getting cross sections of lands under water. It also included additional borings in the same low areas.

Amendment No. 2: BCC Approval: N/A Executed: 09/12/16 Amount: $12,000

Amendment #2 included additional survey to set benchmarks for construction and preparation of survey control sheets, which are County requirements.

Action Requested: **Approval of Amendment No. 3 to the Road Network Agreement with SLF IV/BOYD HORIZON WEST JV, LLC for the Northerly Extension of Hamlin Groves Trail from New Independence Parkway to Tiny Road in the amount of $329,293.86 for a revised total contract amount of $973,203.86. District 1.**

MVM/ RLAW/rn

Attachment(s)

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandu

June 5, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

SUBJECT: **BCC AGENDA ITEM – Consent Agenda**
June 20, 2017 BCC Meeting
Developer Agreement for Utility Work Associated with Innovation Way Segment 3B
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Department
407-254-9719

The developer, Lennar Homes, LLC, as part of their infrastructure improvements for Innovation Way Segment 3B, will be constructing utilities through their development and extending off-site utilities along Innovation Way South.

A 12-inch reclaimed water main would have been sufficient to meet the anticipated reclaimed water demands for the development. Based on Orange County Utilities' Master Plan, the County requires a 16-inch reclaimed water main along this route to support the County's regional transmission needs.

To maximize efficiency and coordination, Orange County asked the developer to increase the reclaimed water main diameter to 16-inch along their proposed construction route.

The construction costs of the utility improvements to be paid by Orange County under this agreement are limited to a total payment obligation amount of $110,000.

The Orange County Attorney's Office staff has reviewed the agreement and finds it acceptable. Utilities Department staff recommends approval.

Action Requested: **Approval and execution of Utility Line Construction Reimbursement Agreement for Innovation Way Segment 3B by and between Orange County, Florida and Lennar Homes, LLC in the amount of $110,000.**

District 4.

UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR INNOVATION WAY SEGMENT 3B

THIS UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR INNOVATION WAY SEGMENT 3B (the "Agreement") is made and entered into as of the date of last execution below (the "Effective Date") by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "COUNTY") whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and **LENNAR HOMES, LLC**, a Florida limited liability company (the "DEVELOPER") whose address is 700 NW 107th Avenue, S-400 Miami, FL 33172 Hereinafter, the COUNTY and the DEVELOPER may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the DEVELOPER is the fee simple owner of certain real property located in unincorporated Orange County, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the DEVELOPER contemplates the development of a number of improvements for various uses within the Property (collectively the "Project"); and

WHEREAS, in order to proceed with the Project, or any part thereof, it will be necessary to obtain reclaimed water service to the Property; and

WHEREAS, the Project is located entirely within the COUNTY's reclaimed water service territory and, therefore, the COUNTY is the appropriate reclaimed water service provider with jurisdiction over the Project; and

WHEREAS, the DEVELOPER, in order to deliver reclaimed water service to the Project, requires approximately one thousand, two hundred and eighty-seven (1,287) additional linear feet of 12-inch diameter reclaimed water line (the "Utility Work"); and

WHEREAS, the COUNTY, in order to better serve areas within its reclaimed water service territory, requests that the DEVELOPER construct a 16-inch reclaimed water line along the same route as depicted in **Exhibit "B"** attached hereto and made a part hereof by this reference, with the 16-inch reclaimed water line hereinafter called the "Oversized Utility Work;" and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the DEVELOPER shall construct the Oversized

Utility Work requested by the COUNTY, and (ii) the COUNTY shall reimburse the DEVELOPER for the cost differential between the Oversized Utility Work and the Utility Work, as more particularly set forth below; and

WHEREAS, the COUNTY finds the expenditure of funds in the achievement of the objectives of this Agreement to be in the public interest.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, the Parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED.

All of the recitals set forth above are true and correct, and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREPARATION OF CONSTRUCTION PLANS, BIDS, AND CONTRACT.

2.1 The DEVELOPER shall cause the preparation of a set of design plans for the Oversized Utility Work based on the preliminary design sketch as depicted in **Exhibit "B."** The design plans shall be subject to the COUNTY's reasonable review and approval in accordance with COUNTY biddable standards. The contract for the design plans shall provide that the COUNTY is a third-party beneficiary with regard to insurance against the design professional's errors and omissions. The review and approval under this Agreement by the COUNTY is in its proprietary capacity as a Party to this Agreement and is in addition to any governmental permitting functions the COUNTY may be otherwise obligated to perform. Upon final acceptance of the design plans, the COUNTY shall provide the DEVELOPER with written notification of such acceptance. Once approved by the COUNTY, the design plans shall be referred to as the "Construction Plans."

2.2 The DEVELOPER shall retain a professional engineering firm to assist the DEVELOPER in obtaining at least two (2) responsive bids from responsible bidders qualified to do utility construction for the Oversized Utility Work based on the Construction Plans. The DEVELOPER shall obtain itemized bids for the Utility Work and the Oversized Utility Work displaying the bid price for each item listed in **Exhibit "C"** attached hereto and made a part hereof by this reference (the "Standard Bid Form and Pay Items").

2.3 The DEVELOPER shall select the bid of the lowest responsible bidder and notify the COUNTY in writing of the bid selection by providing copies of the itemized bids for the Utility Work and the Oversized Utility Work.

2.4 The COUNTY shall have fifteen (15) days following receipt of written notification from the DEVELOPER of the selected bid to review and notify the DEVELOPER, in writing, of the COUNTY's acceptance of the selected bid, or if the bid is not accepted, the reasons for rejection of the selected bid. In the event the COUNTY does not accept the selected bid, the DEVELOPER shall have 120 days to address the rejection of the selected bid. In the event, the Parties cannot agree on the selected bid within the 120-day period to cure, either the

DEVELOPER or the COUNTY may terminate this Agreement upon notice of termination to the other Party, and neither Party shall be liable for or be entitled to bring any action against the other for damages.

2.5 The DEVELOPER shall ensure that the construction contract(s) provide(s) a maintenance guarantee pursuant to Section 7.2 of this Agreement for the work performed, which maintenance guarantee shall be in force and effect for a period of one (1) year from the date on which the COUNTY accepts ownership and maintenance responsibility for the Oversized Utility Work.

2.6 The DEVELOPER shall ensure that the construction contract(s) contain(s) a performance bond and a payment bond pursuant to Section 7 of this Agreement. Each bond shall be in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, promptly, and faithfully performs the contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor, material, or supplies used directly or indirectly by the contractor, or any subcontractor(s) in the prosecution of the work provided for in the contract.

SECTION 3. PERMITS.

The DEVELOPER shall apply for and obtain all necessary governmental permits and approvals for the Oversized Utility Work. The COUNTY agrees to cooperate and assist the DEVELOPER in its obtaining of all necessary permits related to the Oversized Utility Work. The DEVELOPER shall deliver to COUNTY copies of all applicable permits at the time of final approval by the COUNTY, prior to commencement of construction.

SECTION 4. COMMENCEMENT OF WORK.

After the execution of this Agreement, issuance of all required permits and COUNTY approval of the Construction Plans and selected bidder, and the COUNTY's receipt of the required items as stated herein, the DEVELOPER will commence the Oversized Utility Work, based upon the Construction Plans and permits for the same.

SECTION 5. PAYMENT OF COSTS.

The DEVELOPER and the COUNTY agree to pay for the Oversized Utility Work as follows:

5.1 The DEVELOPER shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs and fees for the Oversized Utility Work. The COUNTY shall reimburse the DEVELOPER for the cost difference between the final, COUNTY approved cost actually incurred for the Oversized Utility Work and the selected bid amount for the Utility Work, with this cost difference being called the "Oversizing Cost." In no case shall the COUNTY'S reimbursement obligation to the DEVELOPER exceed an Oversizing Cost of $110,000.00.

5.2 If the Oversized Utility Work is satisfactorily performed, the COUNTY shall reimburse the DEVELOPER in one lump sum after all of the following events have occurred:

A. Receipt by the COUNTY of a written reimbursement request from the DEVELOPER. Request document must explicitly specify to whom the reimbursement check is made payable and the payee's address;

B. Inspection, approval, and acceptance by the COUNTY of the completed Oversized Utility Work;

C. Receipt by the COUNTY of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;

D. Receipt by the COUNTY of copies of such contracts, final release of liens, itemized invoices and other documents evidencing the costs of and complete payment for the Oversized Utility Work, including any retainage; and

E. Receipt by the COUNTY of any utility easement(s) in favor of the COUNTY required for the Oversized Utility Work as depicted in the Construction Plans.

5.3 In the event the COUNTY raises any objections to any fee or cost set forth in the reimbursement request or supporting documentation, the disputed amount will be withheld from payment and the undisputed amount shall be paid in accordance with this Section.

SECTION 6. DISPUTES.

All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach (a "Dispute") shall be resolved in the following order: (a) good-faith negotiation, (b) non-binding mediation, and then (c) judicial resolution. The process of "good-faith negotiations" requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one meeting of representatives of the Parties. The Party-representative shall have authority to resolve the Dispute.

SECTION 7. PERFORMANCE AND PAYMENT BONDS; MAINTENANCE GUARANTEE; AND BILL OF SALE.

7.1 Prior to commencing the construction, the DEVELOPER or its general contractor shall obtain and deliver to the COUNTY a payment bond and a performance bond, as referenced in Section 2.6 of this Agreement, reasonably acceptable to the COUNTY, pursuant to Section 255.05, Florida Statutes, as it may be amended. The payment and performance bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Oversized Utility Work by the COUNTY. The surety company issuing the payment bond and the performance bond shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, maintain an A-VI or better rating with AMBest or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.

- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Financial Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

7.2 The DEVELOPER shall provide a maintenance guarantee in the form of an irrevocable letter of credit, cash escrow, or maintenance bond in favor of the COUNTY in an amount equal to ten (10%) percent of the Costs of the Oversized Utility Work. The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Oversized Utility Work. The surety company issuing the maintenance bond shall meet the qualifications set forth in Section 7.1 of this Agreement. If the maintenance guarantee is provided in the form of an irrevocable letter of credit, the letter of credit must be drawn on a financial institution having an office for the letter of credit presentation in either Orange, Seminole, or Osceola counties, and the financial institution shall be on the State of Florida approved "qualified public depositories" list for local governments, as identified in Chapter 280, Florida Statutes. The maintenance guarantee shall be in a form acceptable to the County.

7.3 Prior to the COUNTY's issuance of the certificate of completion for the Oversized Utility Work, the DEVELOPER shall deliver to the COUNTY a bill of sale in favor of the COUNTY, and a maintenance guarantee provided herein for the Oversized Utility Work, at which time the COUNTY shall be deemed to have accepted the dedication of and ownership and operational responsibility for the Oversized Utility Work.

SECTION 8. INDEMNIFICATION.

For value received, which is hereby acknowledged, the DEVELOPER agrees, on behalf of itself, its agents, contractors, successors and assigns, that it shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

- Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom, and

- Is caused in whole or part by an act or omission relating to the Oversized Utility Work by the DEVELOPER, its agents or employees, or any contractor employed by the DEVELOPER,or anyone directly or indirectly employed by the DEVELOPER or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the negligence of the COUNTY.

SECTION 9. INSURANCE.

Prior to commencing any portion of the Oversized Utility Work and throughout the course of construction of the Oversized Utility Work, the DEVELOPER or its agents and contractors, shall procure and maintain insurance limits and terms as follows:

(i) Workers' compensation insurance with statutory workers' compensation limits and no less than One Million and 00/100 Dollars ($1,000,000.00) for Employer's Liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, employees and officials.

(ii) Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.

(iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

(iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

The DEVELOPER shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the COUNTY evidence of such insurance prior to commencement of construction. The COUNTY shall be named as an additional insured on all policies except for workers' compensation coverage.

All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the COUNTY. The Developer shall provide the COUNTY notice of any material change, cancellation, non-renewal of any policy required herein at least thirty (30) days prior to the occurrence thereof.

SECTION 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.

If for any reason during the term of this Agreement, local, regional or state governments or agencies (other than the COUNTY) shall fail to issue necessary permits or fail to grant necessary approvals for the Oversized Utility Work, after the DEVELOPER has complied with all conditions precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the DEVELOPER or the COUNTY to

perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the Oversized Utility Work to comply with said requirements.

SECTION 11. TERM; LIMITATION OF LIABILITY.

11.1 The term of this Agreement shall be five (5) years from the Effective Date. In the event the DEVELOPER has not, by the second anniversary of the Effective Date of this Agreement, let a contract for the construction of the Oversized Utility Work reasonably acceptable to COUNTY, the COUNTY may terminate this Agreement upon thirty (30) days' notice to the DEVELOPER.

11.2 The COUNTY and DEVELOPER expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of either Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

(i) action for specific performance; or

(ii) action for injunction; or

(iii) action for declaratory judgment regarding the rights and obligations of the DEVELOPER or the COUNTY; or

(iv) any combination of the foregoing.

Both Parties hereto expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Both Parties expressly agree that each shall bear the cost of its own attorney's fees for any action arising out of or in connection with this Agreement. Both Parties waive their respective rights to trial by jury.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATION.

In performing pursuant to the Agreement, each Party hereto will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such Party.

SECTION 13. NOTICE.

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

If to the COUNTY:	Orange County Utilities Department 9150 Curry Ford Road Orlando, Florida 32825 Attn: Director Telephone: (407) 254-9804 Facsimile: (407) 254-9899
With copy to:	Orange County Attorney's Office Orange County Administration Building 201 S. Rosalind Avenue, 3rd Floor Orlando, Florida 32801 Attn: County Attorney Telephone: (407) 836-7320 Facsimile: (407) 836-5888
If to DEVELOPER:	Lennar Homes, LLC 6750 Forum Drive, Suite 310 Orlando, Florida 32821 Telephone: (407) 586-4071 Facsimile: (407) 586-4001
With copy to:	Shutts & Bowen LLP 300 S. Orange Avenue, Suite 1000 Orlando, Florida 32801 Attn: Charles B. Costar, III, Esquire Telephone: (407) 423-3200 Facsimile: (407) 849-7260

SECTION 14. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

SECTION 15. TIME IS OF THE ESSENCE.

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 16. NON-WAIVER.

No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure

continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

SECTION 17. CONSTRUCTION OF AGREEMENT.

This Agreement shall not be construed against either Party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

SECTION 18. REASONABLE APPROVAL.

In those instances in this Agreement in which a Party's approval, consent or satisfaction is required and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

SECTION 19. PUBLIC RECORDS.

The DEVELOPER will allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by the DEVELOPER in conjunction with this Agreement. Nothing herein contained shall require DEVELOPER to allow public access to any financial information not pertaining specifically to the Construction Plans, or to any proprietary information.

SECTION 20. RECORDS AND AUDITS.

The DEVELOPER will maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the DEVELOPER's place of business at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement for audit or inspection by the COUNTY upon five (5) business days' prior written notice.

SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT.

The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

SECTION 22. SEVERABILITY.

If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

SECTION 23. ASSIGNMENT.

The rights and obligations of the DEVELOPER hereunder are not covenants running with the land and shall only be binding upon and exercisable by the DEVELOPER (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by the DEVELOPER as provided in this Section 23. This Agreement or any of the rights, obligations and responsibilities hereunder, shall be in no part assignable by the DEVELOPER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY's approval will not be unreasonably withheld so long as the successor to the DEVELOPER is of equal or better economic status and is capable of fulfilling all obligations of the DEVELOPER, including but not limited to, the ability to service and maintain the insurance and indemnification obligations of the DEVELOPER. Only upon the written acceptance by the COUNTY of the successor owner, will the DEVELOPER be released from any obligations and responsibilities arising under or attributable to the Agreement and only where the COUNTY has received notice of and accepted work performed by the said successor owner.

SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto. The Parties agree that this section shall not be applied to provisions of this Agreement to situations where the Parties have authorized one Party to be a third party beneficiary to the construction, design, or other agreement authorized herein or any assignee under this Agreement.

SECTION 25. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction. The venue for any non-binding mediation or judicial proceedings shall be Orange County, Florida.

SECTION 26. LAND USE AND OTHER REGULATORY APPROVALS.

This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.

SECTION 27. NON-APPROPRIATION.

In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes, the obligations of the COUNTY in this Agreement are subject to sufficient budgeted COUNTY funds being available in each COUNTY budget year to achieve the purposes of this Agreement.

SECTION 28. NO PARTNERSHIP OR JOINT VENTURE.

Nothing in this Agreement is intended to create a partnership or joint venture between the Parties and neither Party shall be construed to be the partner or joint venturer of the other Party for any purpose.

SECTION 29. FURTHER DOCUMENTATION.

The Parties agree that from time to time and following a request therefore by a Party, each Party shall properly execute and deliver to the other Party such other documents and instruments reasonably necessary to effectuate the obligations of each Party hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk
Print: _____

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: Kelly Beckner

Print Name: Jeffrey J. Aderman

By: _____
Name: Brock Nicholas
Title: Vice President

Date: 3/17/2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of May, 2017, by Brock Nicholas, as Vice President of **Lennar Homes, LLC,** a Florida limited liability company, who is [X] personally known to me or [ ] has produced N/A as identification.

NOTARY SEAL)

SUSAN FINKBEINER
Notary Public - State of Florida
Commission # FF 962439
My Comm. Expires Apr 14, 2020

Notary Public Signature

Susan Finkbeiner
(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: FF 962439
My Commission Expires: 4/14/20

Exhibit "A"
Legal Description

Tract FD-1, Oaks at Moss Park, according to the plat thereof as recorded in Plat Book 88, Pages 133 through 139, of the Public Records of Orange County, Florida

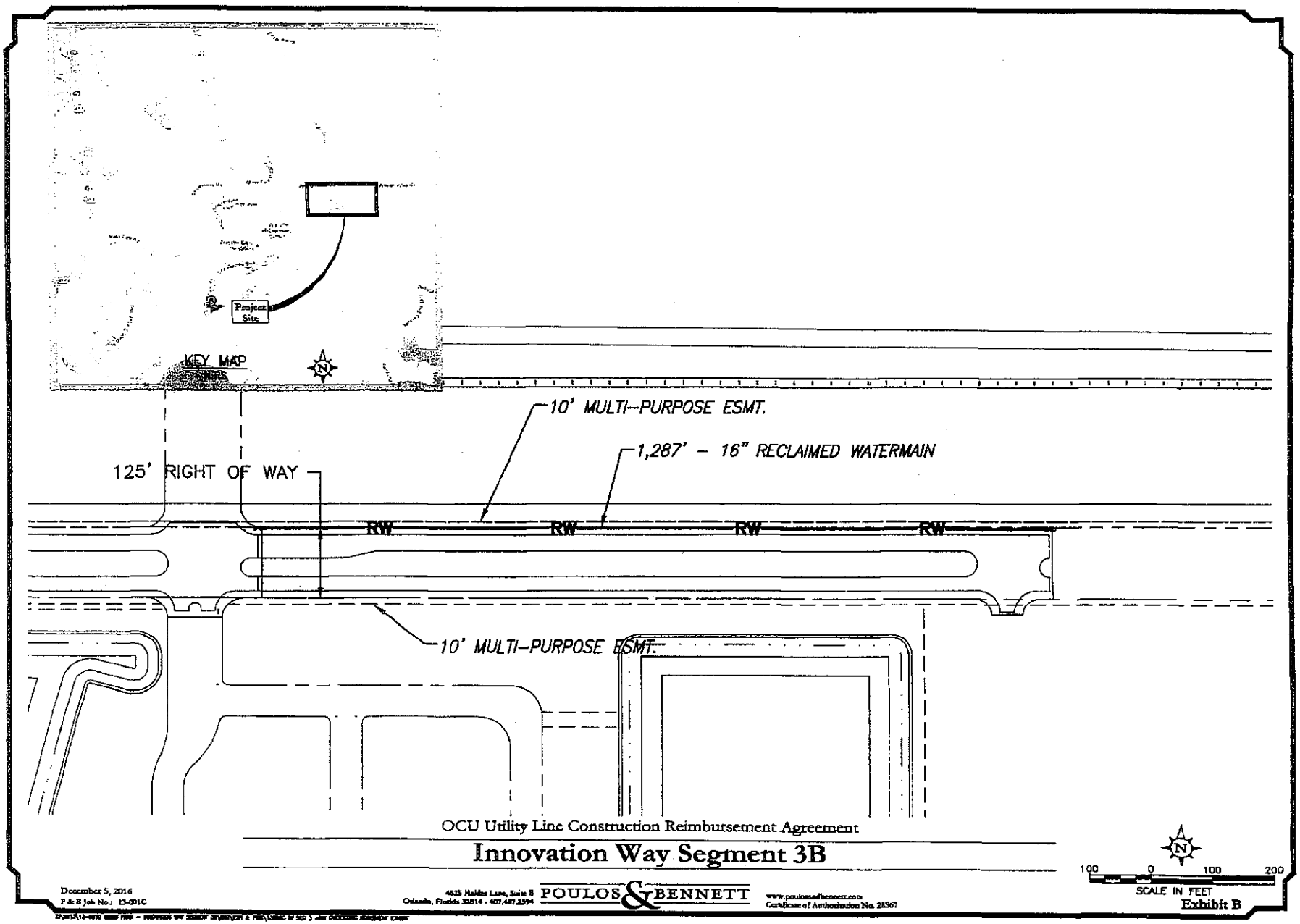

Project Site
KEY MAP
10' MULTI-PURPOSE ESMT.
1,287' - 16" RECLAIMED WATERMAIN
125' RIGHT OF WAY
RW
RW
RW
RW
10' MULTI-PURPOSE ESMT.
OCU Utility Line Construction Reimbursement Agreement
Innovation Way Segment 3B
December 5, 2016
P & B Job No.: 13-001C
4625 Haddix Lane, Suite B
Orlando, Florida 32814 - 407.487.2594
POULOS & BENNETT
www.poulosandbennett.com
Certificate of Authorization No. 28567
100 0 100 200
SCALE IN FEET
Exhibit B

Exhibit 'C'
Standard Bid Form & Pay Items
Innovation Way Segment 3B 16" Reclaimed Watermain
(Utility Line Construction Reimbursement Agreement Innovation Way Segment 3B)

Description	Quantity	Unit	Unit Price	Total
Utility Work - 12" Reclaimed Water Main				
Maintenance Guarantee		LS		
12" PVC*		LF		
12" Gate Valve		EA		
12" Fittings and Restraints		LS		
Blow Off Valve		EA		
Testing		LF		
Utility Work Total				
Oversized Utility Work - 16" Reclaimed Water Main				
Payment & Performance Bond		LS		
Maintenance Guarantee		LS		
16" DIP*		LF		
16" Gate Valve		EA		
16" Fittings and Restraints		LS		
Blow Off Valve		EA		
Testing		LF		
Oversized Utility Work Total				
Utility Work Total				
Oversized Utility Work Total				
Oversizing Cost				

Notes:
* Reclaimed water main installation price per linear foot includes installation costs, backfill and compaction and restoration.

OFFICE OF THE COMPTROLLER

ORANGE COUNTY FLORIDA

Phil Diamond, CPA
County Comptroller
201 South Rosalind Avenue
Post Office Box 38
Orlando, Florida 32802
Telephone: 407-836-5690
Fax: 407-836-5599
Website www.occompt.com

COUNTY COMMISSION AGENDA
Tuesday, June 20, 2017

COUNTY COMPTROLLER

Informational only – No Board action required

Receipt of the following items to file for the record:

a. City of Orlando Voluntary Annexation Request – Lake Baldwin 5 – ANX2017-00002 Notice of Proposed Enactment. Proposed Ordinance 2017-26, entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located east of Lake Baldwin Lane, south of Rixey Street, west of Jamajo Boulevard and north of Hargrave Street; and comprised of 0.57 acres, more or less; amending the City's adopted Growth Management Plan to designate the property as Residential Low Intensity on the City's Official Future Land Use Maps; providing for amendment of the City's Official Future Land Use Maps; providing findings, amendment of the City's Boundary Description, and for amendment of the City's Official Maps; providing for severability, correction of scrivener's errors, and an effective date. A public hearing on this Ordinance will be held during Council's regular meeting beginning at 2:00 p.m., in Council Chambers, 2nd floor, Orlando City Hall, 400 S. Orange Ave., Orlando, Florida.

b. Boggy Creek Improvement District Proposed FY 2018 Operations & Maintenance Budget.

c. Myrtle Creek Improvement District Proposed FY 2018 Operations & Maintenance Budget.

d. Greeneway Improvement District Proposed FY 2018 Operations & Maintenance Budget.

e. City of Winter Garden Notice of Annexation Ordinance, Attachment A (Legal Description) and Attachment B (Location Map). Ordinance 17-10, An Ordinance of the City of Winter Garden, Florida providing for the annexation of certain additional lands generally described as approximately 0.88 ± acres located at 14131 Tilden Road on the north side of Tilden Road, west of Grove View Drive and south of Stoneybrook West Parkway into the city Winter Garden Florida; redefining the city boundaries to give the city jurisdiction over said property; providing for severability; providing for an effective date.

f. City of Orlando Ordinance with Exhibit A (Legal Description Form), Exhibit B (Zoning Map), and Orlando Sentinel Notice of Proposed Enactment for Ordinance No. 2017-14 entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located south of Oglesby Avenue, west of Clay Street, east of Formosa Avenue and north of Crandon Avenue, and comprised of 0.242 acres of land, more or less; providing findings, amendment of the City's boundary description, and for amendment of the City's official maps; providing for severability, correction of scrivener's errors, and an effective date.

g. Orange County, Florida Citizens Annual Financial Report For The Year Ended September 30, 2016.

Items filed for the record can be accessed at www.occompt.com. Then navigate to Clerk of the BCC.

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memo

June 6, 2017

To: Mayor Teresa Jacobs
and the
Board of County Commissioners

Through: Kathie Canning, Executive Director, OCCC

From: Carla Bell Johnson, AICP
Director of Strategic Planning and Development, OCCC

Contact: Carla Bell Johnson, 407-685-9854

Subject: BCC Discussion Agenda - June 20, 2017
Convention Center Campus Master Plan Update

Last year, the Convention Center completed a Campus Master Plan to identify market-based needs and recommendations for future enhancements to the Convention Center campus and facilities. This master planning effort was integral to the adopted I-Drive 2040 Vision and included extensive coordination with Convention Center clients and area stakeholders.

Staff will provide an update on the Campus Master Plan including a summary of the planning process, an overview of the key priorities recommended for implementation, and a discussion regarding next steps.

This presentation is for informational purposes only. No action is requested of the Board at this time.

CBJ/am

c: Ajit Lalchandani, County Administrator
Eric Gassman, Deputy County Administrator, Office of Accountability
Yulita Osuba, Deputy Director, OCCC
Kris Shoemaker, Deputy Director, OCCC

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 31, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Andres Salcedo, Manager, Utilities Engineering Division
PHONE: 407- 254-9719

SUBJECT: Consultant Selection, RFP Y17-901-PH
Continuing Utilities Consulting Engineering Services

RECOMMENDATION

Selection of five firms and two ranked alternates to provide Continuing Utilities Consulting Engineering Services, Request for Proposals Y17-901-PH, from the following firms listed alphabetically. Further recommend the Board authorize execution of the final contract by the Procurement Division to establish hourly rates for future requirements for a one year term with two 1-year renewals.

Atkins North America, Inc.
Barnes, Ferland and Associates, Inc.
Black & Veatch Corporation
CDM Smith, Inc.
CPH, Inc.
Dewberry Engineers, Inc.
Hazen and Sawyer
Inwood Consulting Engineers, Inc.
Jacobs Engineering Group, Inc.
Kimley-Horn and Associates, Inc.
Neel-Schaffer, Inc.
Poulos & Bennett, LLC
Reiss Engineering, Inc.
Tetra Tech, Inc.
Woolpert, Inc.
Wright-Pierce

This item was evaluated by the Procurement Committee on May 31, 2017 Commissioner Jennifer Thompson was assigned to the Procurement Committee.

PURPOSE

To select five firms for negotiation of contracts for continuing utility engineering services for improvements to the County's water, wastewater and reclaimed water utility systems.

DISCUSSION

The contract will include preliminary design, final design, bidding, permitting, and construction phase services. Also included are site evaluations for water, wastewater, and reclaimed water facilities; pump stations; piping corrosion analysis; alternative pipe and coating analysis; new and/or modifications to existing water and wastewater treatment facilities, including structures, equipment, control systems, process, pumping, and well rehabilitation piping and accessories.

Five contracts are necessary due to the amount of projected work required in the next three years. Also, in keeping with the Board's policy to spread the work around, these contracts will be monitored to ensure a reasonable degree of evenness in the distribution of contract dollars. There will be, however, occasions when the continued use of a particular consultant is necessary which may impact the distribution of contract dollars.

These situations include the following:

- Continuation of services initially performed by a particular consultant.
- Services for which a particular consultant is uniquely qualified.
- Difficulty in obtaining proposals from other consultants.
- Difficulty in negotiating task authorizations with other consultants.
- Other justified reasons.

RFP#: Y17-901-PH	PROJECT		PROJECT		PROJECT		M/WBE		LOCATION		VOLUME		SCOPE		VETERANS		DISPLACED WORKERS		TOTAL
CONTINUING UTILITIES ENGINEERING SERVICES	PROJECT MANAGER (1.666)		PROJECT ENGINEER (1.666)		TEAM														
WEIGHT	15		10		15		15		10		15		20		2		1		
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	
Atkins North America, Inc.	3.0	**75.0**	3.0	**50.0**	5	**75.0**	4	**60.0**	5	**50.0**	4	**60.0**	5	**100.0**	2	**4.0**	0	**0.0**	474.0
Tetra Tech, Inc.	3.0	**75.0**	3.0	**50.0**	5	**75.0**	4	**60.0**	5	**50.0**	4	**60.0**	5	**100.0**	1	**2.0**	0	**0.0**	472.0
Barnes, Ferland and Associates, Inc.	3.0	**75.0**	3.0	**50.0**	5	**75.0**	5	**75.0**	5	**50.0**	2	**30.0**	5	**100.0**	1	**2.0**	0	**0.0**	457.0
Woolpert, Inc.	3.0	**75.0**	3.0	**50.0**	5	**75.0**	4	**60.0**	5	**50.0**	4	**60.0**	4	**80.0**	0	**0.0**	0	**0.0**	450.0
Reiss Engineering, Inc.	3.0	**75.0**	3.0	**50.0**	4	**60.0**	4	**60.0**	5	**50.0**	4	**60.0**	4	**80.0**	5	**10.0**	0	**0.0**	445.0
Black & Veatch Corporation	3.0	**75.0**	3.0	**50.0**	4	**60.0**	4	**60.0**	5	**50.0**	4	**60.0**	4	**80.0**	1	**2.0**	0	**0.0**	437.0
CPH, Inc.	3.0	**75.0**	3.0	**50.0**	5	**75.0**	4	**60.0**	5	**50.0**	1	**15.0**	5	**100.0**	4	**8.0**	0	**0.0**	433.0
CDM Smith, Inc.	3.0	**75.0**	3.0	**50.0**	3	**45.0**	4	**60.0**	5	**50.0**	4	**60.0**	4	**80.0**	4	**8.0**	0	**0.0**	428.0

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RFP#: Y17-901-PH	PROJECT		PROJECT		PROJECT		M/WBE		LOCATION		VOLUME		SCOPE		VETERANS		DISPLACED WORKERS		TOTAL
Hazen and Sawyer	2.0	**50.0**	3.0	**50.0**	4	**60.0**	4	**60.0**	5	**50.0**	4	**60.0**	4	**80.0**	5	**10.0**	0	**0.0**	420.0
Poulos & Bennett, LLC	3.0	**75.0**	3.0	**50.0**	3	**45.0**	4	**60.0**	5	**50.0**	4	**60.0**	3	**60.0**	4	**8.0**	0	**0.0**	408.0
Wright-Pierce	3.0	**75.0**	3.0	**50.0**	3	**45.0**	3	**45.0**	5	**50.0**	5	**75.0**	3	**60.0**	3	**6.0**	0	**0.0**	406.0
Inwood Consulting Engineers, Inc.	3.0	**75.0**	3.0	**50.0**	3	**45.0**	4	**60.0**	5	**50.0**	3	**45.0**	3	**60.0**	4	**8.0**	0	**0.0**	393.0
Jacobs Engineering Group, Inc.	2.0	**50.0**	2.0	**33.3**	4	**60.0**	4	**60.0**	3	**30.0**	5	**75.0**	4	**80.0**	2	**4.0**	0	**0.0**	392.3
Neel-Schaffer, Inc.	2.5	**62.5**	3.0	**50.0**	3	**45.0**	4	**60.0**	5	**50.0**	3	**45.0**	3	**60.0**	2	**4.0**	0	**0.0**	376.5
Kimley-Horn and Associates, Inc.	3.0	**75.0**	2.0	**33.3**	3	**45.0**	4	**60.0**	3	**30.0**	4	**60.0**	3	**60.0**	5	**10.0**	0	**0.0**	373.3
Dewberry Engineers, Inc.	2.0	**50.0**	2.0	**33.3**	3	**45.0**	4	**60.0**	5	**50.0**	4	**60.0**	3	**60.0**	2	**4.0**	0	**0.0**	362.3

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ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 31, 2017

TO: Patty Hobbs, Senior Contract Administrator, Procurement Division

FROM: Angela Brown, Senior Contract Administrator, Business Development

SUBJ: Y17-901-RH / Continuing Utilities Engineering Services

APPROVED: Sheena Ferguson
Sheena Ferguson, BDD Manager

Listed below are respondents to the subject RFP with their sub-consultants and M/WBE participation score on a 1 – 5 scale (RFP GOALS: M/WBE-27% & EEO-24%):

		Projected %	Sub-Consultant Role
1.	**ATKINS NORTH AMERICA, INC.** **Majority Prime**		
	M/WBE Subconsultants:		
	Antillian Engineering Associates, Inc. (African American Male)	3%	Geotechnical
	Blue Marlin Engineering, LLC (Hispanic Male)	3%	Soil Borings/Testing
	C.P.W. Construction, Inc. (African American Female)	2%	Construction Administration
	Electrical Design Associates, Inc. (Hispanic Female)	4%	Electrical Engineering
	Ep3, Inc. (White Female)	0.5%	Contamination/Assessment
	EPIC Engineering and Consulting Group, LLC (Asian Islander Male)	8%	CADD and QA/QC
	Liquid Solutions Group, LLC (Hispanic Male)	1%	Water Resource Engineering
	L & S Diversified, LLC (Asian Pacific Female)	4%	Survey/Subsurface Utility Engineering
	MKT Engineers, Inc. (Asian Islander Female)	2%	Structural

SMW Geosciences, Inc. (White Female)	1%	Hydrogeological Services (new groundwater well design, modifications to existing wells/well fields, and plugging of abandoned wells)
Total M/WBE Participation:	**28.5%**	
EEO Staff:	**50%**	
Points:	**4**	
BONUS POINTS:		
Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Gator Engineering & Aquifer Restoration, Inc.	1	Geotechnical Engineering
Roger A. Repstein P.E., AIA, CGC dba RDC	1	Construction Management Assistance
Total Bonus Points:	**4**	

2. **CPH, INC.**
Majority Prime

M/WBE Subconsultants:

Aclus Engineering, LLC (Hispanic Male)	1%	Civil Engineering
ASG Computer & Reprographics, Inc. (Hispanic Male)	0.5%	Printing
AVCON, Inc. (Asian Pacific Male)	0.5%	Structural/MEP
Blue Marlin Engineering, Inc. (Hispanic Male)	1%	Geotechnical Engineering
CMTS, LLC (African American Male)	1%	Civil Design & Construction
C.P.W. Construction, Inc. (African American Female)	2%	Construction Management
Electrical Design Associates, Inc. (Hispanic Female)	7%	Electrical Engineering
Ep3, Inc. (White Female)	0.5%	Environmental Engineering and Consulting Services
EPIC Engineering and Consulting Group, LLC (Asian Islander Male)	1%	Civil Engineering & Modeling
JPL Engineering, Inc. (Hispanic Female)	9.5%	Civil Design & Drafting (CADD Services)

L & S Diversified, Inc. (Asian Pacific Female)	2%	Survey, Utility Designation/Locates
Nadic Engineering Services, Inc. (African American Female)	1%	Geotechnical Engineering
Total M/WBE Participation:	**27%**	
EEO Staff:	**61%**	
Points:	**4**	
BONUS POINTS:		
Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Gator Engineering & Aquifer Restoration, Inc.	1	Geotechnical Engineering
Parillon Group, Inc.	1	Public Relations
PES, LLC	1	Survey, MOT
Roger A. Repstein	1	Constructability, Quality Assurance Reviews
Total Bonus Points:	**8**	

3. **BARNES, FERLAND AND ASSOCIATES, INC.**
Minority Prime – African American Male

M/WBE Subconsultants:

Antillian Engineering Associates, Inc. (African American Male)	7%	Geotechnical Engineering
AVCON, Inc. (Asian Pacific Male)	5%	Civil, MOT Mechanical, Electrical and Structural Engineering
EPIC Engineering and Consulting Group, Inc. (Asian Islander Male)	2%	QA/QC, and Engineering for Treatment Systems and Facilities
Geodata Consultants, Inc. (Hispanic Male)	13%	Surveying and Mapping
Total M/WBE Participation:	**27%**	
EEO Staff:	**45%**	
Points:	**5**	

BONUS POINTS:

Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Gator Engineering and Aquifer Restoration, Inc.	1	Groundwater Sampling
Total Bonus Points:	**2**	

4. **BLACK & VEATCH CORPORATION**
Majority Prime

M/WBE Subconsultants:

Aclus Engineering, LLC (Hispanic Male)	4%	Collection System
Borrelli + Partners, Inc. (Hispanic Male)	2%	Architecture
Civil/Site Engineering, Inc. (White Female)	4%	Traffic/MOT's/Site/Civil
C.P.W. Construction, Inc. (African American Female)	4%	Construction Inspection
Electrical Design Associates, Inc. (Hispanic Female)	4%	Electrical/ I&C
EPIC Engineering & Consulting Group, LLC (Asian Islander Male)	4%	GIS/Engineering Support
L & S Diversified, Inc. (Asian Pacific Female)	3%	Surveying/Legal Descriptions/SUE
Nadic Engineering Services, Inc. (African American Female)	3%	Geotechnical/Wetland/ Ecological Services
Total M/WBE Participation:	**28%**	
EEO Staff:	**55%**	
Points:	4	

BONUS POINTS:

Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Alliance Design & Construction, Inc.	1	Landscape Architecture
Total Bonus Points:	2	

5. **CDM SMITH, INC.**
Majority Prime

M/WBE Subconsultants:

AVCON, Inc. (Asian Pacific Male)	10%	Civil/Stormwater
TEAM Engineering, LLC (White Female)	5%	Civil/Stormwater
C.P.W. Construction, Inc. (African American Female)	6%	Construction Administration
Nadic Engineering Services, Inc. (African American Female)	3%	Geotechnical
PES, LLC (Hispanic Male)	1%	Survey
Ruth Hamberg Landscape Architecture & Urban Design "Green Town Planning" (White Female)	3%	Landscape Architecture
Total M/WBE Participation:	**28%**	
EEO Staff:	**41%**	
Points:	**4**	

BONUS POINTS:

Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Gator Engineering & Aquifer Restoration, Inc.	1	Environmental Assessments
*PES, LLC	~~1~~	Survey
Roger A. Repstein dba RDC, Inc.	1	Architectural Reviews
Construction Engineering Consulting Group, LLC	1	Cost Estimating/Construction Administration
Alliance Design and Construction, Inc.	1	Architecture Services

*** Proposer has included the participation of PES, LLC as an M/WBE and SDV. All proposers must either include the M/WBE participation to obtain the required percentage for the M/WBE goal or utilize the Service Disabled Veteran's (SDV) participation to receive credit for the SDV bonus points. The participation of PES, LLC is not included in the total bonus points.**

Total Bonus Points: **8**

6. **DEWBERRY ENGINEERS, INC.**
Majority Prime

M/WBE Subconsultants:

CMTS, LLC (African American Male)	12%	Utility Design
Geodata Consultants, Inc. (Hispanic Male)	12%	Design Survey
C.P.W. Construction, Inc. (African American Female)	3%	Construction Administration
SMW Geosciences, Inc. (White Female)	1%	Hydrogeology Services (New Groundwater Well Design, Modifications to Existing Wells/Well Fields, and Plugging of Abandoned Wells)
Total M/WBE Participation:	**28%**	
EEO Staff:	**38%**	
Points:	**4**	

BONUS POINTS:

Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Construction Engineering Consulting Group, LLC	1	Scheduling, Cost Estimating
Gator Engineering & Aquifer Restoration, Inc.	1	Geotechnical Engineering
Total Bonus Points:	**4**	

7. **HAZEN AND SAWYER, INC.**
Majority Prime

M/WBE Subconsultants:

Aclus Engineering, LLC (Hispanic Male)	2%	Professional Services – Pump Stations, Collection Systems, Force Mains (Design Services)
Brindley Pieters & Associates, Inc. (African American Male)	3%	Professional Services – Civil Engineering
C.P.W. Construetion, Inc. (African American Female)	5%	Construction – Construction Administration
Eleetrical Design Associates, Inc. (Hispanic Female)	7%	Professional Services – Electrical and I&C Engineering

EPIC Engineering & Consulting Group, LLC (Asian Islander Male)	0.7%	Professional Services – Clarifiers, Environmental Engineering, Technology, GIS
Liquid Solutions Group, LLC (Hispanic Male)	1.5%	Professional Services – Water Resources Engineering, Public Involvement
Rhodes & Brito Architects, Inc. (African American Male)	3.2%	Professional Services – Architecture
SGM Engineering, Inc. (Asian Pacific Male)	3.0%	Professional Services – Mechanical Engineering
SMW Geosciences, Inc. (White Female)	1.6%	Professional Services – Wells, Hydrogeological, Stormwater, Environmental, Grants
Total M/WBE Participation:	**27%**	
EEO Staff:	**50%**	
Points:	**4**	
BONUS POINTS:		
Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Alliance Design & Construction, Inc.	1	Landscape Architecture (Planning, Landscape Design)
Blue Cord Design & Construction, LLC	1	Constructability, Construction Management (Construction Services)
Gator Engineering & Aquifer Restoration, LLC	1	Geotechnical Engineering (Geology, Engineering, Geotechnical, and Environmental)
PES, LLC	1	Surveying and Mapping, Civil Engineering
Roger A. Repstein, PE, AIA, CGC	1	Biddability, QA/QC, Bid Evaluation (Architect, Engineer, General Contractor)
Total Bonus Points:	**10**	

8. **INWOOD CONSULTING ENGINEERS, INC.**
Majority Prime

M/WBE Subconsultants:

Aclus Engineering, LLC (Hispanic Male)	4.5%	Civil/Water Engineering
Brindley Pieters & Associates, Inc. (African American Male)	4%	Construction Administration
DEVO Engineering, Inc. (Asian Islander Male)	3%	Geotechnical
EPIC Engineering & Consulting Group, LLC (Asian Islander Male)	2%	Treatment System Design
Geodata Consultants, Inc. (Hispanic Male)	9.5%	Surveying/Mapping
MSE Group, Inc. (Asian Pacific Female)	0.5%	Contamination Evaluation
OM Engineering Services, Inc. (Asian Islander Male)	0.5%	Structural Engineering
SGM Engineering, Inc. (Asian Pacific Male)	4%	MEP
Total M/WBE Participation:	**28%**	
EEO Staff:	**44%**	
Points:	**4**	

BONUS POINTS:

Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Alliance Design & Construction, Inc.	1	Constructability Review
Construction Engineering Consulting Group, LLC	1	Construction Dispute Claims Resolution
Parillon Group, Inc.	1	Public Involvement
Research Development Construction Consulting Services, Inc.	1	Estimating
Total Bonus Points:	**8**	

9. **JACOBS ENGINEERING GROUP, INC.**
Majority Prime

M/WBE Subconsultants:

Antillian Engineering Associates, Inc. (African American Male)	3%	Geotechnical Engineering
Barnes, Ferland and Associates, Inc. (African American Male)	6%	Surveying & Subsurface Utility Exploration
Blue Marlin Engineering, Inc. (Hispanic Male)	3%	Geotechnical Engineering
C.P.W. Construction, Inc. (African American Female)	4%	Construction Management
Electrical Design Associates, Inc. (Hispanic Female)	4%	Electrical Engineering & Instrumentation
EP3, Inc. (White Female)	3%	Environmental Engineering, Site Assessment and Remediation
EPIC Engineering and Consulting Group, LLC (Asian Islander Male)	4%	Civil/Site Engineering and Mechanical
Total M/WBE Participation:	**27%**	
EEO Staff:	**56%**	
Points:	**4**	

BONUS POINTS:

Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Gator Engineering & Aquifer Restoration, Inc.	1	Groundwater Testing
Roger A. Repstein, PE, AIA, CGC dba RDC	1	Constructability Review/Cost Estimating
Total Bonus Points:	**4**	

10. **KIMLEY-HORN AND ASSOCIATES, INC.**
Majority Prime

M/WBE Subconsultants:

Aclus Engineering, LLC (Hispanic Male)	1%	Engineering

CMTS, LLS (African American Male)	2%	Cost Estimating, QA/QC
C.P.W. Construction, Inc. (African American Female)	4%	Construction Administration
Electrical Design Associates, Inc. (Hispanic Female)	15%	Electrical Services
EPIC Engineering and Consulting Group, LLC (Asian Islander Male)	1%	Engineering
L & S Diversified, LLC (Asian Pacific Female)	4%	Surveying
MSE Group, LLC (Asian Pacific Female)	2%	Ecological/Environmental/ Engineering
SGM Engineering, Inc. (Asian Pacific Male)	3%	Mechanical/Electrical/Plumbing
SMW Geosciences, Inc. (White Female)	1%	Hydrogeological Services (new groundwater well design, modifications to existing wells/well fields, and plugging of abandoned wells)
Total M/WBE Participation:	**33%**	
EEO Staff:	**41%**	
Points:	**4**	
BONUS POINTS:		
Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Blue Cord Design & Construction, LLC	1	Constructability Reviews
Construction Engineering Consulting Group, LLC	1	Construction Cost Estimating, Construction Claims Avoidance Reviews
GEAR, Inc.	1	Geotechnical Services
Parillon Group, Inc.	1	Public Notification Services
PES, LLC	1	Surveying Services
*Research Development Construction Consulting Services, Inc.	1	Architectural Services
***Proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points.**		
Total Bonus Points:	**10**	

11. **NEEL-SCHAFFER, INC.**
Majority Prime

M/WBE Subconsultants:

Barnes, Ferland and Associates, Inc. (African American Male)	4%	Surveying & Subsurface Utility Exploration
Blue Marlin Engineering, LLC (Hispanic Male)	5%	Geotechnical Field Services
Bobes Associates Consulting Engineers, Inc. (Hispanic Male)	5%	Electrical and Mechanical Engineering
C.P.W. Construction, Inc. (African American Female)	5%	Construction Administration
Ep3, Inc. (White Female)	1%	Contamination Assessment & Remediation
EPIC Engineering & Consulting Group, LLC (Asian Islander Male)	3%	Civil Engineering Consulting
Geodata Consultants, Inc. (Hispanic Male)	3%	Professional Land Surveying
MTB Engineering, Inc. (White Female)	1%	Certified Professional Engineer (Structural)
Total M/WBE Participation:	**27%**	
EEO Staff:	**30%**	
Points:	**4**	

BONUS POINTS:

Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Astor Construction Services, Inc.	1	Constructability Review
Roger A. Repstein	1	Construction Management Assistance
Total Bonus Points:	**4**	

12. **POULOS & BENNETT, LLC**
Majority Prime

M/WBE Subconsultants:

Aclus Engineering, Inc. (Hispanic Male)	2%	Treatment Facilities (Design) and Civil Engineering Support

Antillian Engineering Associates, Inc. (African American Male)	3%	Geotechnical Engineering
ASG Computer & Reprographics, Inc. (Hispanic Male)	0.5%	Printing
Barnes, Ferland and Associates, Inc. (African American Male)	12%	Gravity Sewer Rehabilitation, Treatment & Facilities, Surveying & Mapping, Hydrogeologic, Environmental and SUE
C.P.W Construction, Inc. (African American Female)	2.5%	QA/QC and Constructability Reviews, and Construction Management
Electrical Design Associates, Inc. (Hispanic Female)	2%	Electrical/Instrumentation
EPIC Engineering & Consulting Group, LLC (Asian Islander Male)	7%	QA/QC and Treatment and Facilities (Process)
Total M/WBE Participation: **EEO Staff:**	**29%** **43%**	
Points:	**4**	

BONUS POINTS:

Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Construction Engineering Consulting Group, LLC	1	Construction Management
Gator Engineering & Aquifer Restoration, Inc.	1	Geotechnical and Groundwater Sampling and Modeling
PES, LLC	1	Surveying and Mapping
Roger A. Repstein	1	QA/QC and Constructability Reviews
Total Bonus Points:	**8**	

13. **REISS ENGINEERING, INC.**
Majority Prime

M/WBE Subconsultants:

Barnes, Ferland and Associates, Inc. (African American Male)	10%	Surveying & Subsurface Utility Exploration Services & Environmental Consulting Services (including ecological)

Electrical Design Associates, Inc. (Hispanic Female)	10%	Electrical/Instrumentation and Controls
Antillian Engineering Associates, Inc. (African American Male)	2%	Geotechnical Engineering Services
C.P.W. Construction, Inc. (African American Female)	2%	Construction Administration
Liquid Solutions Group, LLC (Hispanic Male)	2%	Water Resources Engineering, Hydrology, Public Information
EPIC Engineering and Consulting Group, LLC (Asian Islander Male)	1%	GIS/Data Management
Total M/WBE Participation: **EEO Staff:**	**27%** **39%**	
Points:	**4**	
BONUS POINTS:		
Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Blue Cord Design & Construction, LLC	1	Construction Services (Constructability, Bid Evaluation, Construction Administration)
Construction Engineering Consulting Group, LLC	1	Construction Services (Cost Estimating, Construction Administration)
PES, LLC	1	Civil Engineering and Surveying Support
Alliance Design & Construction, Inc.	1	Landscape Architecture
Roger A. Repstein (RDC)	1	Construction Manager (Constructability Review & Bid Evaluation
Total Bonus Points:	**10**	

14. TETRA TECH, INC.
Majority Prime

M/WBE Subconsultants:

CPW Construction, Inc. (African American Female)	7%	QA/QC, Constructability Reviews, Construction Management
Electrical Design Associates, Inc. (Hispanic Female)	4%	Electrical/Instrumentation
Liquid Solutions Group, Inc. (Hispanic Male)	4%	Hydrologic/Water Resources
Barnes, Ferland and Associates, Inc. (African American Male)	2%	SUE/Environmental
Antillian Engineering Associates, Inc. (African American Male)	3%	Geotechnical Engineering
EPIC Engineering and Consulting Group, Inc. (Asian Islander Male)	4%	Wastewater Treatment & Process
Civil/Site Engineering, Inc. (White Female)	3%	Civil/Site, Maintenance of Traffic
Total M/WBE Participation:	**27%**	
EEO Staff:	**40%**	
Points:	**4**	

BONUS POINTS:

Disabled Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Gator Engineering and Aquifer Restoration, Inc.	1	Groundwater Sampling
Total Bonus Points:	**2**	

15. WRIGHT-PIERCE
Majority Prime

M/WBE Subconsultants:

Aclus Engineering, LLC (Hispanic Male)	5%	Civil Engineering & Construction Administration
Barnes, Ferland and Associates, Inc. (African American Male)	8%	Survey, Subsurface Utility Exploration Services & Environmental

Electrical Design Associates, Inc. (Hispanic Female)	6%	Electrical and Instrumentation and Controls
EPIC Engineering & Consulting Group, Inc. (Asian Islander Male)	0.5%	GIS Services
MTB Engineering, Inc. (White Female)	1%	Structural Engineering
Nadic Engineering, Inc. (African American Female)	5%	Geotechnical Engineering & Materials Testing
OM Engineering Services, Inc. (Asian Islander Male)	1%	MOT Plans & Structural Engineering
Ruth Hamberg Landscape Architecture & Urban Design (White Female)	0.5%	Landscape Architecture
Total M/WBE Participation:	**27%**	
EEO Staff:	**19%**	
Points:	**3**	
BONUS POINTS:		
Displaced Worker(s) Proposed:	0	
Registered Service Disabled Veteran(s) Proposed:		
Drummond Carpenter, PLLC	1	Groundwater Modeling
Gator Engineering & Aquifer Restoration, Inc.	1	Geotechnical Services
PES, LLC	1	Civil/Site Design, Stormwater Engineering & Surveying
Total Bonus Points:	**6**	

16. **WOOLPERT, INC.**
Majority Prime

M/WBE Subconsultants:		
EPIC Engineering and Consulting Group, LLC (Asian Islander Male)	5%	QA/QC and Field Services (Coordination)
Antillian Engineering Associates, Inc. (African American Male)	3%	Geotechnical Engineering
L & S Diversified, Inc. (Asian Pacific Female)	9%	Survey and SUE Assistance
C.P.W. Construction, Inc. (African American Female)	5%	Construction Administration

Aclus Engineering, Inc. (Hispanic Male)	2%	Design Support
Electrical Design Associates, Inc. (Hispanic Female)	2%	Electrical Engineering
ASG Reprographics, Inc. (Hispanic Male)	1%	Reprographics/Printing
Total M/WBE Participation:	**27%**	
EEO Staff:	**34%**	
Points:	**4**	

BONUS POINTS:

Displaced Worker(s) Proposed:	0
Registered Service Disabled Veteran(s) Proposed:	0
Total Bonus Points:	**0**

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

III. DISCUSSION AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
2

May 31, 2017

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Carrie Woodell, Manager, Procurement Division

CONTACT: Andreas Salcedo, Manager, Utilities Engineering Division
PHONE: 407- 254-9718

SUBJECT: Consultant Selection, Request for Proposals Y17-903-PH Engineering Services for Continuing Utilities Geotechnical and Materials Testing for Utilities

RECOMMENDATION

Selection of three firms and an alternate to provide Engineering Services for Continuing Utilities Geotechnical and Materials Testing for Utilities, Request for Proposals Y17-903-PH, from the following firms listed alphabetically. Further recommend the Board authorize execution of the final contract by the Procurement Division to establish hourly rates for future requirements for a one year term with two 1-year renewals.

Ardaman & Associates, Inc.
Professional Service Industries, Inc.
Terracon Consultants, Inc.
Universal Engineering Sciences, Inc.

This item was evaluated by the Procurement Committee on May 17, 2017. Commissioner Jennifer Thompson was assigned to the Procurement Committee.

PURPOSE

To select three firms for negotiation of contracts to provide engineering services for geotechnical and materials testing throughout Orange County.

DISCUSSION

The services will include subsurface soil investigations, soil boring and coring, aquifer performance testing, groundwater modeling and monitoring, soil-cement and concrete testing, mix design and verifications and well logging. Also included are pile load testing, asphalt mixture analysis, structural steel analysis and testing, roofing analysis, material testing and coating system testing. Other services the consultant may provide are litigation assistance and court testimony, witnessing manufacturer's shop testing, inspection of field conditions, preparation of various reports, permitting and negotiations with regulatory agencies.

Three contracts are necessary due to the amount of projected work required within the next three years. Also, in keeping with the Board's policy to spread the work around, these contracts will be monitored to ensure a reasonable degree of evenness in the distribution of contract dollars. There will be, however, occasions when the continued use of a particular consultant is necessary which may impact the distribution of contract dollars. These situations include the following:

- Continuation of services initially performed by a particular consultant.
- Services for which a particular consultant is uniquely qualified.
- Difficulty in obtaining proposals from other consultants.
- Difficulty in negotiating task authorizations with other consultants.
- Other justified reasons.

RFP#: Y17-903PH	PROJECT		PROJECT		PROJECT		M/WBE		LOCATION		VOLUME		SCOPE		Vetrans		DWP		TOTAL
CONTINUING GEOTECHNICAL AND MATERIALS TESTING FOR UTILITIES	MANAGER		ENGINEER		TEAM														
WEIGHT	15		10		15		15		10		15		20		2		1		
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	
Ardaman & Associates, Inc.	0.0	0.0	0.0	0.0	0	0.0	0	0	5	50	4	60	0	0.0	0	0	0	0	110.0
Professional Service Industries, Inc.	0.0	0.0	0.0	0.0	0	0.0	0	0	5	50	4	60	0	0.0	0	0	0	0	110.0
Terracon Consultants, Inc.	0.0	0.0	0.0	0.0	0	0.0	0	0	5	50	4	60	0	0.0	0	0	0	0	110.0
Universal Engineering Sciences, Inc.	0.0	0.0	0.0	0.0	0	0.0	0	0	5	50	4	60	0	0.0	0	0	0	0	110.0

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ORANGE COUNTY GOVERNMENT

Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

May 16, 2017

TO: Patty Hobbs, Senior Contract Administrator, Procurement Division

FROM: Angela Brown, Senior Contract Administrator, Business Development

SUBJ: Y17-903-PH / Continuing Geotechnical and Materials Testing for Utilities

APPROVED: Sheena Ferguson

Sheena Ferguson, BDD Manager

Listed below are respondents to the subject RFP with their sub-consultants and M/WBE participation score on a 1 – 5 scale (RFP GOALS: M/WBE-27% & EEO-24%):

		Projected %	**Sub-Consultant Role**
1.	**ARDAMAN & ASSOCIATES, INC.** **Majority Prime**		
	M/WBE Subconsultants:		
	Page One Consultants, Inc. (White Female)	11%	Construction Testing & Inspection
	Blue Marlin Engineering (Hispanic Male)	11%	Construction Materials Testing & Inspection
	John B. Webb Associates, Inc. (White Female)	3%	Surveying
	Southern Research Laboratories, Inc. (African American Male)	2%	Analytical Laboratory Testing
	Total M/WBE Participation:	**27%**	
	EEO Staff:	**43%**	
	Points:	**4**	
	BONUS POINTS: Displaced Worker(s) Proposed		
	Registered Service Disabled Veteran(s) Proposed:	1	
	Roger A. Repstein, PE, AIA, CGC dba RDC		General Engineering and Building Inspection
	Total Bonus Points:	**2**	

2. **PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)**
Majority Prime

M/WBE Subconsultants:

American Environmental Consulting, Inc. (AEC) (White Female)	10%	Environmental Services
*AREHNA Engineering, Inc.	~~5%~~	Geotechnical Engineering and Construction Materials Testing Services
Blue Marlin Engineering, Inc. (Hispanic Male)	5%	Geotechnical Engineering and Construction Materials Testing Services
Nadic Engineering Services, Inc. (African American Female)	10%	Geotechnical Engineering and Construction Materials Testing Services
Montgomery Consulting Services, Inc. (White Female)	2%	CADD and GIS Services

*This firm is not certified by Orange County as a M/WBE.

Total M/WBE Participation: **27%**
EEO Staff: **32%**

Points: **4**

BONUS POINTS:
Displaced Worker(s) Proposed

Registered Service Disabled Veteran(s) Proposed

Total Bonus Points: **0**

3. **TERRACON CONSULTANTS, INC.**
Majority Prime

M/WBE Subconsultants:

Blue Marlin Engineering, Inc. (Hispanic Male)	18%	Professional Engineering & Construction Materials Testing
Page One Consultants, Inc. (White Female)	6%	Engineering Support Services (Field Work and Testing)
Southern Research Laboratories, Inc. (African American Male)	3%	Environmental Analysis

Total M/WBE Participation:	**27%**	
EEO Staff:	**36%**	
Points:	**4**	
BONUS POINTS:		
Displaced Worker(s) Proposed	1	
Registered Service Disabled Veteran(s) Proposed:	1	
PES, LLC		Surveying and Mapping
Total Bonus Points:	**3**	

4. **UNIVERSAL ENGINEERING SCIENCES, INC.**
Majority Prime

M/WBE Subconsultants:

Page One Consultants, Inc. (White Female)	10%	Engineering Support Services (Construction Materials Testing & Inspection)
Nadic Engineering Services, Inc. (African American Female)	6%	Geotechnical Engineering & Materials Testing Services
Liquid Solutions Group, Inc. (Hispanic Male)	4%	Hydrology & Environmental Support Services
Ep3, Inc. (White Female)	2%	State of Florida Certified Professional Engineer (Engineering Support Services)
MSE Group, Inc. (Asian Pacific Female)	2%	Support Environmental Study Services
Southern Research Laboratories, Inc. (African American Male)	2%	Environmental Analysis (Analytical Laboratory Testing of Soil and Water)
Total M/WBE Participation:	**26%**	
EEO Staff:	**57%**	
Points:	**3**	
BONUS POINTS:		
Displaced Worker(s) Proposed		
Registered Service Disabled Veteran(s) Proposed:	1	
Gator Engineering & Aquifer Restoration, Inc.		Geological, Geotechnical and Environmental Support Services
Total Bonus Points:	**2**	

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandu

June 5, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

SUBJECT: **BCC AGENDA ITEM - Discussion Agenda**
June 20, 2017 BCC Meeting
Tentative Mandatory Refuse Collection Program MSBU
Contact Person: James Becker, Manager
Solid Waste Division
407-254-9660

In order to include the Mandatory Refuse and Recycling Program MSBU on the Notice of Proposed Taxes, Section 32-183 of the Orange County Code requires that the Board set the tentative annual rate for the residential collection of solid waste and recyclables by July 15th of each year. The final approval of the MSBU will occur during the budget hearings in September.

The Mandatory Refuse and Recycling Program MSBU has five main components: Hauler Compensation, Disposal Costs, Program Administration Costs, Carts, and a Rate Stabilization Component.

Hauler Compensation
In accordance with Section 11, Special Terms and Conditions of the Residential Solid Waste and Recyclable Collection Services Term Contract, the contractors shall receive an annual adjustment in the compensation per household based on the Consumer Price Index methodology, explained in Attachment D of the contract. In addition, on April 11, 2017 the BCC approved amending the Residential Garbage and Recycling Collection contracts to include scheduled weekly collection of large items which increase the hauler compensation for 2018 service. The compensation to the franchisees for calendar year 2018 will be as follows:

ZONE 1	$139.17	PER RESIDENTIAL UNIT,
ZONE 2	$172.14	PER RESIDENTIAL UNIT,
ZONE 3	$149.88	PER RESIDENTIAL UNIT,
ZONE 4	$121.56	PER RESIDENTIAL UNIT,
ZONE 5	$123.71	PER RESIDENTIAL UNIT.

The system average for the 2018 hauler compensation component which includes the annual increase and the new large item collection service is $141.72 and is recommended by staff. This is a $16.99 or 13.6% increase from the 2017 hauler collection component of $124.73 per household.

Disposal Costs
The disposal component of the MSBU represents the cost for disposing of the residential solid waste material. The annual disposal component adjustment for calendar year 2018 is projected at $46.61 per household for 2018. This represents $2.14 or 4.8% increase from the 2017 disposal component.

Program Administration Costs
The program administration cost component represents the cost per household for operation and administration of the Mandatory Refuse and Residential Recycling Programs. The 2018 Program Administration costs increased 13.5%, from $13.18 to $14.96, for an increase of $1.78 per household. This increase is due to additional labor needed to meet customer service demands which should be reduced when customers experience scheduled weekly large item collection service.

Cart Component
The cart component cost represents the cost per household per year for the purchase of new and replacement carts over the term of the contract. This amount remains unchanged at $8.83.

Rate Stabilization
The rate stabilization component provides funding for reserves that need to be replenished after the initial $20 million dollar cart purchase in 2015. Over the next several years reserve funds will be rebuilt to provide funding to address future budgetary needs. The Rate Stabilization component is $7.88 per household, a decrease of $0.91, or 10.4% from the 2017 amount.

MSBU Rate Recommendation
The total cost of the program for 2018 is $212.12 per household. Staff recommends setting the MSBU for 2018 at $220 per household to ensure the program's financial viability while providing funding to replenish reserves that funded the $20 million cost of the new roll carts.

Action Requested: **Approval to establish the haulers compensation rates as listed and set the MSBU at $220 for Program Year 2018 and authorization to include the Tentative Mandatory Refuse Collection Rate of $220 on the 2017 Notice of Proposed Taxes.**

All Districts.

Attachment: Calendar Year 2018 MSBU Rate Recommendation Mandatory Refuse and Residential Recycling Program

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

May 10, 2017

To: James Becker, Manager
Solid Waste Division

From: Glenn Kramer, Manager
Utilities Fiscal & Operational Support Division

Subject: **Calendar Year 2018 MSBU Rate Recommendation**
Mandatory Refuse & Recycling Program

The Orange County Residential Solid Waste and Recyclable Collection Services Term Contract, Y15-144, established a basis for adjusting the collection payment to the franchise haulers each subsequent year of the contract. This adjustment must be calculated during the budget process each year to ensure that the collection expense for the next fiscal year is properly budgeted.

The payment to the franchise haulers for collection services and the related disposal expense are the key components of the MSBU rate, which funds the Mandatory Refuse & Recycling Program (Program). As such, analysis must be performed to evaluate the impact of these components on the MSBU rate for the next calendar year (CY) and to determine whether an adjustment to the rate is warranted.

The purpose of this memorandum is to provide you with the revised collection, disposal, and program costs effective January 2018 and our MSBU rate recommendation for CY 2018.

Analysis – Calendar Year 2018

Hauler Collection Compensation

The hauler collection compensation component represents a system-wide average collection price per household for all zones in the program. Using a system average is necessary to evaluate the MSBU rate because the competitive bidding process established collection prices that varied among the 5 zones.

Due to the addition of once a week large item collection to the CY 2018 program, the CY 2018 hauler collection compensation component was calculated in two steps.

The first step utilizes the Consumer Price Index methodology established in the contract. This calculation resulted in a *decrease* of 0.10% for CY 2018 as compared to the CY 2017 collection compensation. This is attributable to the ongoing decreasing trend in natural gas pricing.

After applying this decrease to each of the 5 zones and projecting customer growth for 2018, the average system cost for collection increases to $124.95 per household. This represents a $0.22, or 0.2%, increase from the 2017 hauler collection compensation

component of $124.73. This system-wide rate is increasing due to higher growth rates in zones with greater collection costs per household.

The second step utilizes quotes received from each of the three contract haulers for each of their respective zones. After applying these amounts to the projected costumer growth for 2018, the average system cost for the new service calculated at $16.77 per household.

When combined, the 2018 average system cost for collection becomes $141.72. In subsequent years, the contract basis for adjusting the collection payment will be applied to this new combined rate.

Disposal Component

The disposal cost component of the MSBU rate represents the average disposal cost per household for all zones in the program. Using a system average is necessary because each of the contracts for the five zones establishes waste generation rates that vary among the zones. The contracts established a waste generation rate for each zone for both Class I and yardwaste tonnages. As these rates are an upper-limit, our analysis projects the Class I and yardwaste waste generation rates for 2018 based on actual experience for the tonnage per household received over the past eight years.

Using this method, the 2018 average waste generation rate for Class I garbage is 1.11 tons per household and 0.27 tons per household for yardwaste. As there has not been an increase in Solid Waste System tipping fees since FY 2011, the FY 2018 budget submission includes a proposal to index these fees by 3.5%. Therefore, using the proposed FY 2018 Class I disposal rate of $34.80 per ton and the proposed FY 2018 yardwaste disposal rate of $30.00 per ton, the disposal component is calculated to be $46.61. This represents a $2.14 or 4.8% increase from the 2017 disposal component.

Program Administration Component

The program administration cost component represents the cost per household for operation and administration of the program based on the budget for the corresponding fiscal year. For 2018, the program administration component calculates at $14.96 per household, which is a $1.78 or 13.5% increase from the 2017 administration component of $13.18. This increase is being driven by the need for additional labor to meet the customer service needs of the program. As large item collection is implemented and program customers continue to improve recycling efforts, these additional costs needed in the early years of the new program should be reduced in subsequent years.

Cart Component

The cart component cost represents the cost per household per year for the purchase of new and replacement carts over the term of the contract. This amount remains unchanged at $8.33.

Cost Component Total

The 2017 Program cost on a per-household basis was $191.21. Due to the amended contracts to include once per week large item collection and increases in the disposal and administration components, the projected cost of the program for 2018 is $212.12 per household. The following table compares the Program cost for 2017 to the projected Program cost for 2018:

	Current 2017	Projected 2018	2017 to 2018 Variance
1-1-1 Collection	$124.73	$124.95	$0.22
New Large Item Collection	0.00	16.77	16.77
Disposal	44.47	46.61	2.14
Administration	13.18	14.96	1.78
Cart	8.83	8.83	0.00
Program Cost Per Customer	$191.21	$212.12	$20.91

Recommendation

With Program costs increasing, we are recommending that the MSBU rate for the third year of the 10-year contract period increase to $220.00 per household. This will continue to provide a rate stabilization component to the MSBU rate as follows:

	Current 2017	Projected 2018	2017 to 2018 Variance
1-1-1 Collection	$124.73	$124.95	$0.22
New Large Item Collection	0.00	16.77	16.77
Disposal	44.47	46.61	2.14
Administration	13.18	14.96	1.78
Cart	8.83	8.83	0.00
Rate Stabilization	*8.79*	*7.88*	*(0.91)*
MSBU Cost per Customer	$200.00	$220.00	$20.00

In evaluating the existing and projected cash reserves of the program, we have determined that the revenue generated by increasing the MSBU rate to this amount will be sufficient to maintain the program's financial viability. The rate stabilization component will provide approximately $1.7M additional funding in 2018, and it allows the Program to continue replenishing its reserves after the initial $20M cart purchase in 2015, which was required for automated collection. Over the next several years, rebuilding reserves in this manner will be needed to achieve the target reserve level. By doing this, the Program will be in a healthier financial position to address future budgetary needs that may arise.

If you have, any questions regarding this recommendation, please feel free to contact me.

c: Raymond E. Hanson, P.E., Director, Utilities Department
Teresa Remudo-Fries, P.E., Deputy Director, Utilities Department
Todd Swingle, P.E., Deputy Director, Utilities Department
Tim Armstrong, Assistant Director, Utilities Department
Helaine Zarek, Financial Administrator, Fiscal & Operational Support Division
Marchelle Allen, Utilities Section Manager, Solid Waste Division
Michelle Driscoll-Begy, Sr. Financial Analyst, Fiscal & Operational Support Division

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

AGENDA ITEM

June 5, 2017

TO: Mayor Teresa Jacobs
— AND —
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **Alan Marshall, Assistant to the Director**
Community, Environmental & Development Services
407 836-5884

SUBJECT: June 20, 2017 – Work Session
Florida-Friendly Development Strategies

On November 1, 2016, the Board of County Commissioners discussed the merits of exploring additional water-conserving development strategies and standards for large developments and other development types. These strategies are commonly referred to as Florida-Friendly. At that meeting, Mayor Teresa Jacobs asked staff to provide a presentation on the issues for Board consideration.

More than half of residential water consumption is attributed to lawn and landscape maintenance. In addition, excessive nutrient loading to Florida's surface and ground waters is one of the biggest issues facing our state. Florida-Friendly landscaping means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.

On June 20, staff will provide a presentation outlining the concepts of Florida-Friendly landscaping and development, along with an assessment of our existing development and water conservation codes. Staff will discuss where additional gains in water conservation, nutrient reduction, habitat enhancement and other principals of Florida-Friendly may be achieved moving forward.

This item is for informational purposes.

JVW/AV:rep



Orange County
Board of Zoning Adjustment

RECOMMENDATIONS BOOKLET

June 1, 2017

Prepared by:
Community, Environmental & Development Services Department,
Orange County Zoning Division

ORANGE COUNTY GOVERNMENT
FLORIDA

ORANGE COUNTY GOVERNMENT

BOARD of ZONING ADJUSTMENT (BZA)

Carolyn C. Karraker ***Vice-Chair***	District #1
Gregory A. Jackson ***Chairman***	District #2
Jose A. Rivas, Jr.	District #3
Deborah Moskowitz	District #4
Wes A. Hodge	District #5
Eugene Roberson	District #6
Jessica Rivera	At Large

ORANGE COUNTY ZONING DISTRICTS

Agricultural Districts

A-I	Citrus Rural
A-2	Farmland Rural
A-R	Agricultural-Residential District

Residential Districts

R-CE	Country Estate District
R-CE-2	Rural Residential District
R-CE-5	Rural Country Estate Residential District
R-l, R-lA & R-lAA	Single-Family Dwelling District
R-lAAA & R-lAAAA	Residential Urban Districts
R-2	Residential District
R-3	Multiple-Family Dwelling District
X-C	Cluster Districts (where *X* is the base zoning district)
R-T	Mobile Home Park District
R-T-I	Mobile Home Subdivision District
R-T-2	Combination Mobile Home and Single-Family Dwelling District
R-L-D	Residential -Low-Density District
N-R	Neighborhood Residential

Non- Residential Districts

P-O	Professional Office District
C-l	Retail Commercial District
C-2	General Commercial District
C-3	Wholesale Commercial District
I-IA	Restricted Industrial District
1-1/1-5	Restricted Industrial District
1-2/1-3	Industrial Park District
1-4	Industrial District

Other District

P-D	Planned Development District
U-V	Urban Village District
N-C	Neighborhood Center
N-A-C	Neighborhood Activity Center

VARIANCE CRITERIA

Section 30-43 of the Orange County Code Stipulates specific standards for the approval of variances. No application for a zoning variance shall be approved unless the Board of Zoning Adjustment finds that all of the following standards are met:

1. Special Conditions and Circumstances – Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. Zoning violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed zoning variance.

2. Not Self-Created – The special conditions and circumstances do not result from the actions of the applicant. A self-created hardship shall not justify a zoning variance; i.e., when the applicant himself by his own conduct creates the hardship which he alleges to exist, he is not entitled to relief.

3. No Special Privilege Conferred – Approval of the zoning variance requested will not confer on the applicant any special privilege that is denied by the Chapter to other lands, buildings, or structures in the same zoning district.

4. Deprivation of Rights – Literal interpretation of the provisions contained in this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would work unnecessary and undue hardship on the applicant. Financial loss or business competition or purchase of the property with intent to develop in violation of the restrictions of this Chapter shall not constitute grounds for approval.

5. Minimum Possible Variance – The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.

6. Purpose and Intent – Approval of the zoning variance will be in harmony with the purpose and intent of this Chapter and such zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

SPECIAL EXCEPTION CRITERIA:

Subject to Section 38-78, in reviewing any request for a Special Exception, the following criteria shall be met:

1. The use shall be consistent with the Comprehensive Policy Plan.

2. The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.

3. The use shall not act as a detrimental intrusion into a surrounding area.

4. The use shall meet the performance standards of the district in which the use is permitted.

5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.

6. Landscape buffer yards shall be in accordance with Section 24-5, Orange County Code. Buffer yard types shall track the district in which the use is permitted.

In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in Section 38-79 shall be met.

ORANGE COUNTY BOARD OF ZONING ADJUSTMENT
RECOMMENDATIONS
June 1, 2017

PUBLIC HEARING	APPLICANT	DISTRICT	BZA Recommendations	PAGE #
VA-17-06-043	William Barfield	1	Approved w/Conditions	1
VA-17-06-045	Anthony Phipps	1	Approved w/Conditions	10
VA-17-07-052	Mike Lopez	6	Approved w/Conditions	18
VA-17-06-044	Arlene Valdez	5	Approved w/Conditions	26
VA-17-06-048	Lymari Sierra	5	Approved w/Conditions	33
VA-17-06-042	Jonathan McGrath	1	Approved w/Conditions	42
SE-17-06-051	Christian Learning Academy	2	Approved w/Conditions	55
VA-17-06-049	Gemma E. Jackson	1	Approved w/Conditions	65
SE-17-06-047	Mark Nasrallah	1	Approved w/Conditions	73
SE-17-06-046	Living Word Church	4	Approved w/Conditions	82

WILLIAM BARFIELD
VA-17-06-043

REQUEST:	**Variance** in R-1AA zoning district to allow a building height of 37.4 ft. in lieu of 35 ft.
ADDRESS:	5511 Osprey Isle Lane, Orlando FL 32819
LOCATION:	East side of Osprey Isle Ln., north of Masters Blvd., west of S. Apopka Vineland Rd.
S-T-R:	21-23-28
TRACT SIZE:	2.34 acres
DISTRICT#:	1
LEGAL:	ISLE OF OSPREY AT DR PHILLIPS 24/4 LOTS 13 & 14
PARCEL ID:	21-23-28-3870-00-130
NO. OF NOTICES:	40

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0):

1. Development in accordance with site plan dated April 14, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

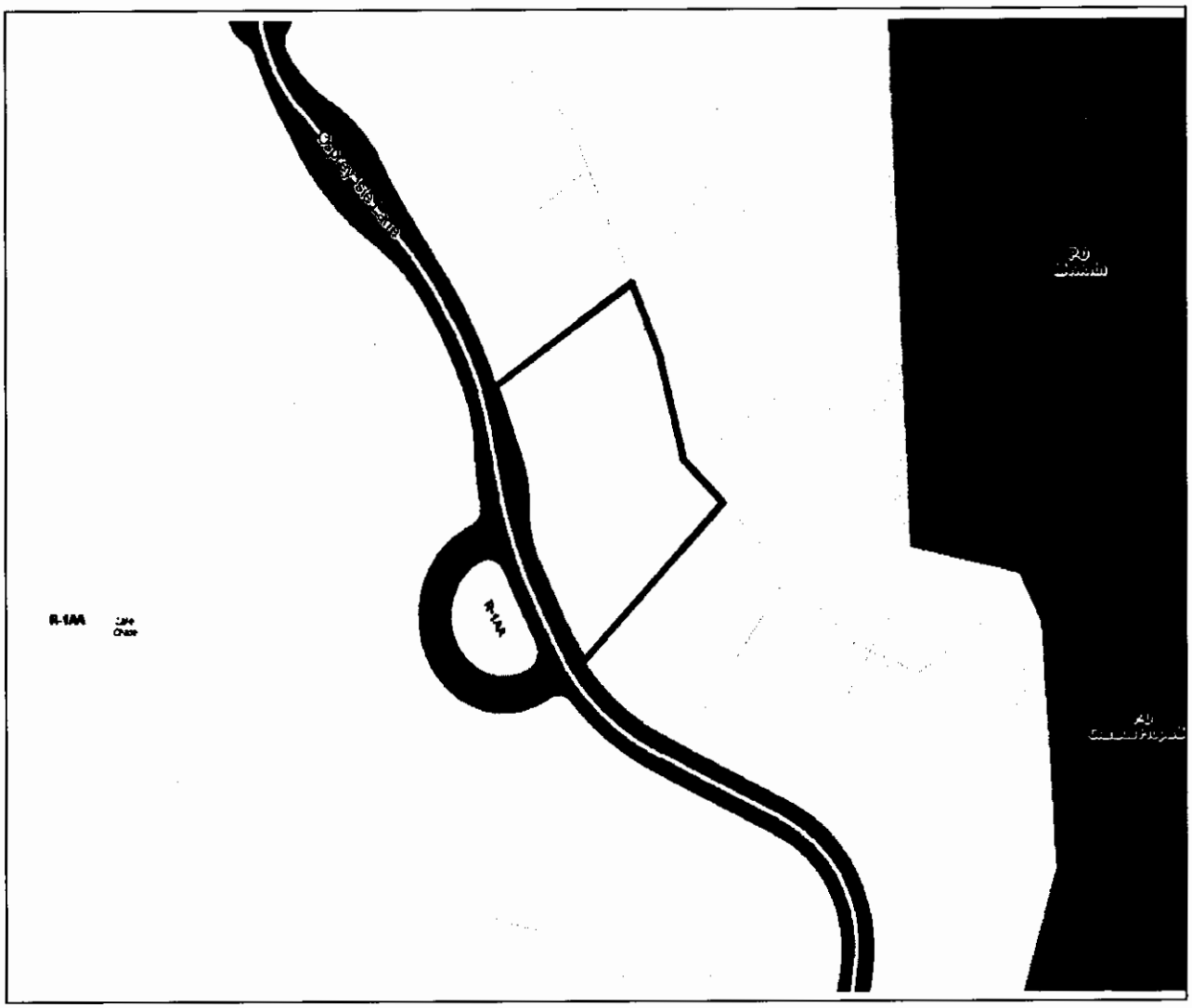
SYNOPSIS: Staff gave a brief presentation on the case, covering the location, site plan, previous variance approval in the area, and photographs.

The applicant agreed with the staff analysis.

The BZA noted that the property was a double lot in an area of large houses with extremely large setbacks compared to the other lots. Also, the other house that was granted the height variance did not look out of place.

Staff received (two) 2 commentaries in favor of the application and one (1) in opposition. There was no opposition at the hearing.

The BZA approved the Variance.



Applicant: William Barfield

BZA Number: VA-17-06-043

BZA Date: 06/01/2017

District: 1

Sec/Twn/Rge: 21-23-28-NW-B

Tract Size: 2.34 acres

Address: 5511 Osprey Isle Lane, Orlando FL 32819

Location: East side of Osprey Isle Ln., north of Masters Blvd., west of S. Apopka Vineland Rd.

225 S. WESTMONT AVE., SUITE 2040
ALTAMONTE SPRINGS, FL. 32714

WILLIAM E. BARFIELD, P.A.

WILLIAM E. BARFIELD, ESQUIRE
DIRECT LINE (407) 478-1866
FACISMILIE # (866) 473-0427

April 14, 2017

To Orange County Board of Adjustment.

Ref: Variance request for 5511 Osprey Isle Land, Orlando Florid a/k/a Lots 13 and 14 Isle Of Osprey at Dr. Phillips.

Dear Board Members:

This is a request for variance to the 35' height limitation to permit the upper most section of the proposed home to be 37' 4 ¼".

Mr. George Kirkland, trustee of the Kirkland Family 2001 Trust purchased the above property for the purpose of building his home. As indicted above this parcel is a double lot which is over 2 acres in size. The lot is apx. 350' wide at the building line and 266' to the mean high water line. Mr. Kirkland has a home designed and engineered and permitted. The Home as 8,774 square feet under air and 12,674 under roof. The home is 127'6" wide and 80'5" deep. The Home is two story frame construction with stucco and stone veneer The property is Zoned R 1 AA.

The Proposed house has a multi pitched roof with the highest ridgeline being 37' 4 ¼". The Zoning classification has a height limitation of 35'. We are requesting a variance to permit the higher section of the roof. The Variance will not adversely affect the neighborhood or surrounding property owners for the following reasons:

1. The property is a double lot. Minimum lot width for R 1 AA is 85' but this property is 350' wide.
2. The Setback are much greater than the minimum required by R1 AA Zoning. The minimum required set back is 25' front and 7.5' side. The proposed front set back is 69.6' to the street. The proposed home is set back 78.5' from the left property line and 135' from the right property line. The home is also set back 80 ft from the mean high water line in the rear.
3. We have submitted the plans to the Homeowners Association and they have approved them.
4. The proposed plan is consistent with other homes in the community. We have reviewed he homes built to date by examining the building records of Orange County. The home built at

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APR 14 2017
ORANGE COUNTY
ZONING DIVISION

5535 Osprey Isle Lane is substantially higher than we are requesting. Specifically the plans approved for construction by permit no. B92012391 has a roof height of 41.5'

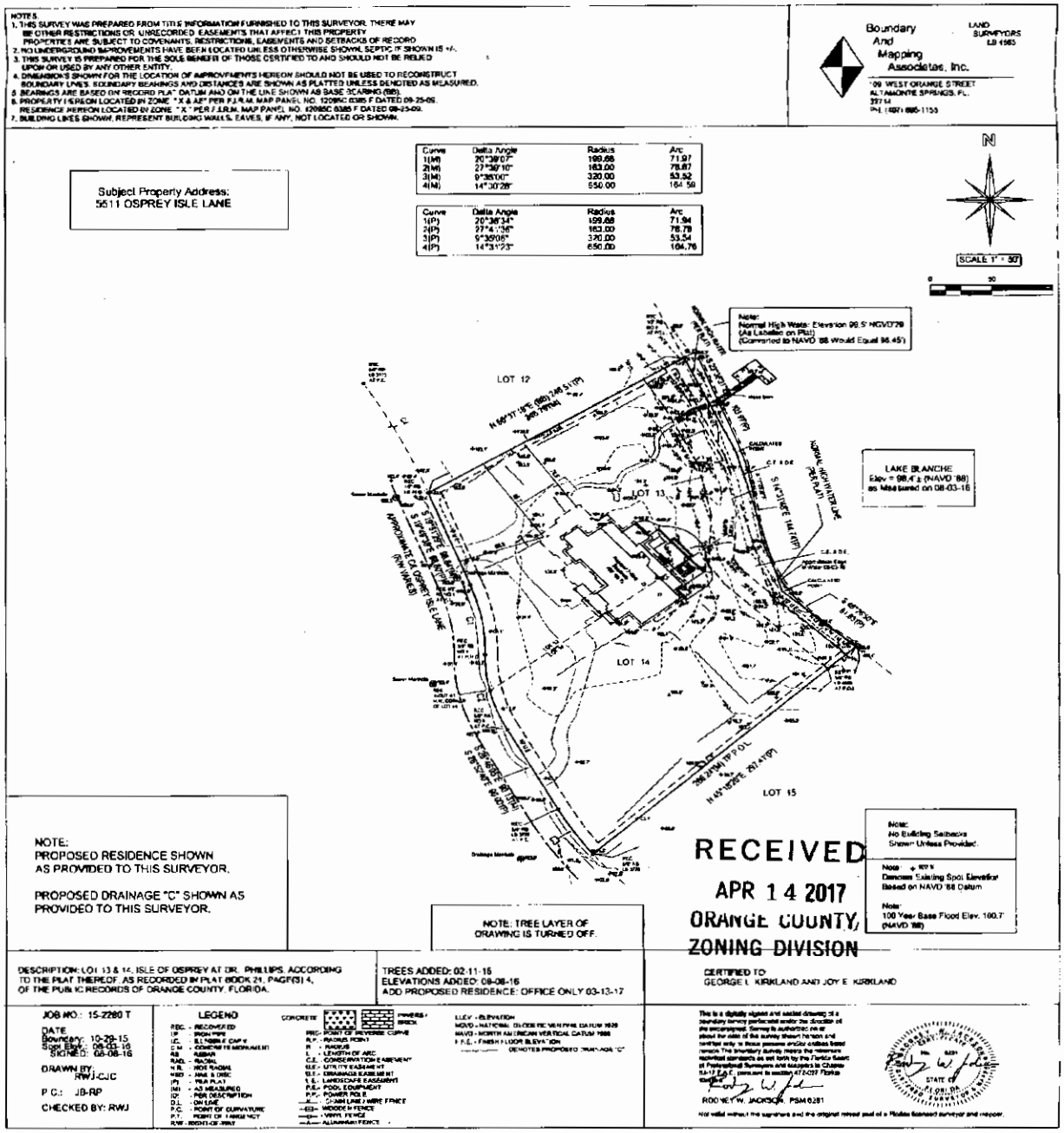
Attached hereto are two copies of the Proposed Site Plan and the Elevation drawings of the home. We are providing reduced copies at 8.5" X 14 and larger format at 11' x 17' for ease of. In addition we are attaching 2 copies of the HOA approval letter. Finally please find our check for the variance filing fees in the amount of $638.00. We are requesting your favorable consideration of this request.

If you need any additional information, please contact me at your convenience.

Sincerely

William E. Barfield

FRONT ELEVATION
REAR ELEVATION
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APR 14 2017
ORANGE COUNTY
ZONING DIVISION
EXTERIOR ELEVATIONS
CASTLE ROCK CUSTOM HOMES
CUSTOM PLAN
THE KIRKLAND RESIDENCE
Arthur Rozenberg


NOTES:
1. THIS SURVEY WAS PREPARED FROM TITLE INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTIES ARE SUBJECT TO CONSTRAINTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC IF SHOWN IS +/-.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY BEARINGS AND DISTANCES ARE SHOWN AS PLATTED UNLESS DENOTED AS MEASURED.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. PROPERTY IS HEREON LOCATED IN ZONE "X & AE" PER F.I.R.M. MAP PANEL NO. 12095C 0385 F DATED 09-25-09. RESIDENCE HEREON LOCATED IN ZONE "X" PER F.I.R.M. MAP PANEL NO. 12095C 0385 F DATED 09-25-09.
7. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
Boundary And Mapping Associates, Inc.
LAND SURVEYORS LB 4165
109 WEST ORANGE STREET ALTAMONTE SPRINGS, FL. 32714
PH: (407) 695-1155
Subject Property Address: 5511 OSPREY ISLE LANE
Curve Delta Angle Radius Arc
1(M) 20°39'07" 199.68 71.97
2(M) 27°36'10" 163.00 78.67
3(M) 9°35'00" 320.00 53.52
4(M) 14°30'26" 650.00 164.59
Curve Delta Angle Radius Arc
1(P) 20°39'34" 199.68 71.94
2(P) 27°4'.36" 163.00 78.78
3(P) 9°35'06" 320.00 53.54
4(P) 14°31'23" 650.00 164.76
N
SCALE 1" = 30'
Note: Normal High Water Elevation 99.5' NGVD'29 (As Located on Plat) (Converted to NAVD '88 Would Equal 96.45')
LOT 12
LOT 13
LOT 14
LOT 15
LAKE BLANCHE Elev. = 98.4' ± (NAVD '88) as Measured on 08-03-16
NOTE: PROPOSED RESIDENCE SHOWN AS PROVIDED TO THIS SURVEYOR.
PROPOSED DRAINAGE "C" SHOWN AS PROVIDED TO THIS SURVEYOR.
NOTE: TREE LAYER OF DRAWING IS TURNED OFF.
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ORANGE COUNTY
ZONING DIVISION
Note: No Building Setbacks Shown Unless Provided.
Note: Denotes Existing Spot Elevation Based on NAVD '88 Datum
Note: 100 Year Base Flood Elev. 100.7' (NAVD '88)
DESCRIPTION: LOT 13 & 14, ISLE OF OSPREY AT DR. PHILLIPS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE(S) 4, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
TREES ADDED: 02-11-15
ELEVATIONS ADDED: 08-08-16
ADD PROPOSED RESIDENCE: OFFICE ONLY 03-13-17
CERTIFIED TO: GEORGE L. KIRKLAND AND JOY E. KIRKLAND
JOB NO.: 15-2280 T
DATE: Boundary: 10-29-15 Spot Elev.: 08-03-16 SIGNED: 08-08-16
DRAWN BY: RWJ-CJC
P.C.: JB-RP
CHECKED BY: RWJ
LEGEND
CONCRETE
OWNER'S BRICK
RBC - RECOVERED
IP - IRON PIPE
I.C. - ILLEGIBLE CAP
C.M. - CONCRETE MONUMENT
AB - ASPHALT
RAD. - RADIAL
N.R. - NON RADIAL
MEAS. - MEAS. & DIRC.
(P) - PLAT (R.M.)
(M) - AS MEASURED
(D) - PER DESCRIPTION
D.L. - ON LINE
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY
R/W - RIGHT-OF-WAY
P.R.C. - POINT OF REVERSE CURVE
R.P. - RADIUS POINT
R - RADIUS
L - LENGTH OF ARC
C.E. - CONSERVATION EASEMENT
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
L.E. - LANDSCAPE EASEMENT
P.E. - POOL EQUIPMENT
P.P. - POWER POLE
C.L.F. - CHAIN LINK / WIRE FENCE
W.F. - WOODEN FENCE
V.F. - VINYL FENCE
A.F. - ALUMINUM FENCE
ELEV. - ELEVATION
NGVD - NATIONAL GEODETIC VERTICAL DATUM 1929
NAVD - NORTH AMERICAN VERTICAL DATUM 1988
F.F.E. - FINISH FLOOR ELEVATION
DENOTES PROPOSED "DRAINAGE "C"
This is a digitally signed and sealed drawing. It is a boundary survey particularly sealed under the direction of the undersigned. Survey is authentic only when the date of this survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, pursuant to section 472.027 Florida Statutes.
RODNEY W. JACKSON, PSM 0281
STATE OF FLORIDA
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ORANGE COUNTY GOVERNMENT FLORIDA

STAFF REPORT
CASE #VA-17-06-043

Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
June 1, 2017
Commission District: 1

GENERAL INFORMATION:

APPLICANT:	William Barfield
REQUEST:	Variance in R-1AA zoning district to allow a building height of 37.4 ft. in lieu of 35 ft.
LOCATION:	East side of Osprey Isle Ln., north of Masters Blvd., west of S. Apopka Vineland Rd.
PROPERTY ADDRESS:	5511 Osprey Isle Lane, Orlando, Florida, 32819
PARCEL ID:	21-23-28-3870-00-130
PUBLIC NOTIFICATION:	40
TRACT SIZE:	2.34 acres
DISTRICT #:	1
ZONING:	R-1AA
EXISTING USE(S):	Vacant
PROPOSED USE(S):	Single Family Residence
SURROUNDING USES:	The property is surrounded by single family residences to the north, south, and west, with Lake Blanche to the east.

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance to allow a building height of 37.4 feet in lieu of 35 feet for a single family home.

2. The proposed house will be built on a double lot with side setbacks exceeding seventy-eight (78) feet, and front setbacks exceeding sixty-nine (69) feet, thus, minimizing any impacts on adjacent neighbors.

3. The BZA approved a similar variance (for a property two (2) lots to the south) in 2000, to allow a building height of 40 feet in lieu of 35 feet.

4. Approval of the request will not adversely impact anyone and the homeowner's association has approved the request.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated April 14, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: William Barfield, Applicant
225 S. Westmonte Avenue, Suite 2040
Altamonte Springs, Florida 32714

ANTHONY PHIPPS
VA-17-06-045

REQUEST:	**Variances** in P-D zoning district for a new screen enclosure and to validate the existing pool deck and existing spa as follows: 1) New screen enclosure: 0 ft. from rear property line in lieu of 5 ft.; 2) Existing pool deck: 0 ft. from rear property line in lieu of 5 ft.; and, 3) Existing spa: 4 ft. from the rear property line in lieu of 5 ft.
ADDRESS:	12458 Montalcino Circle, Windermere FL 34786
LOCATION:	West side of Montalcino Cir., east of Winter-Garden Vineland Rd., south of Overstreet Rd.
S-T-R:	25-23-27
TRACT SIZE:	68 ft. x 130 ft.
DISTRICT#:	1
LEGAL:	CASA DEL LAGO - REPLAT 75/60 LOT 43
PARCEL ID:	25-23-27-1213-00-430
NO. OF NOTICES:	53

DECISION: APPROVED the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0):

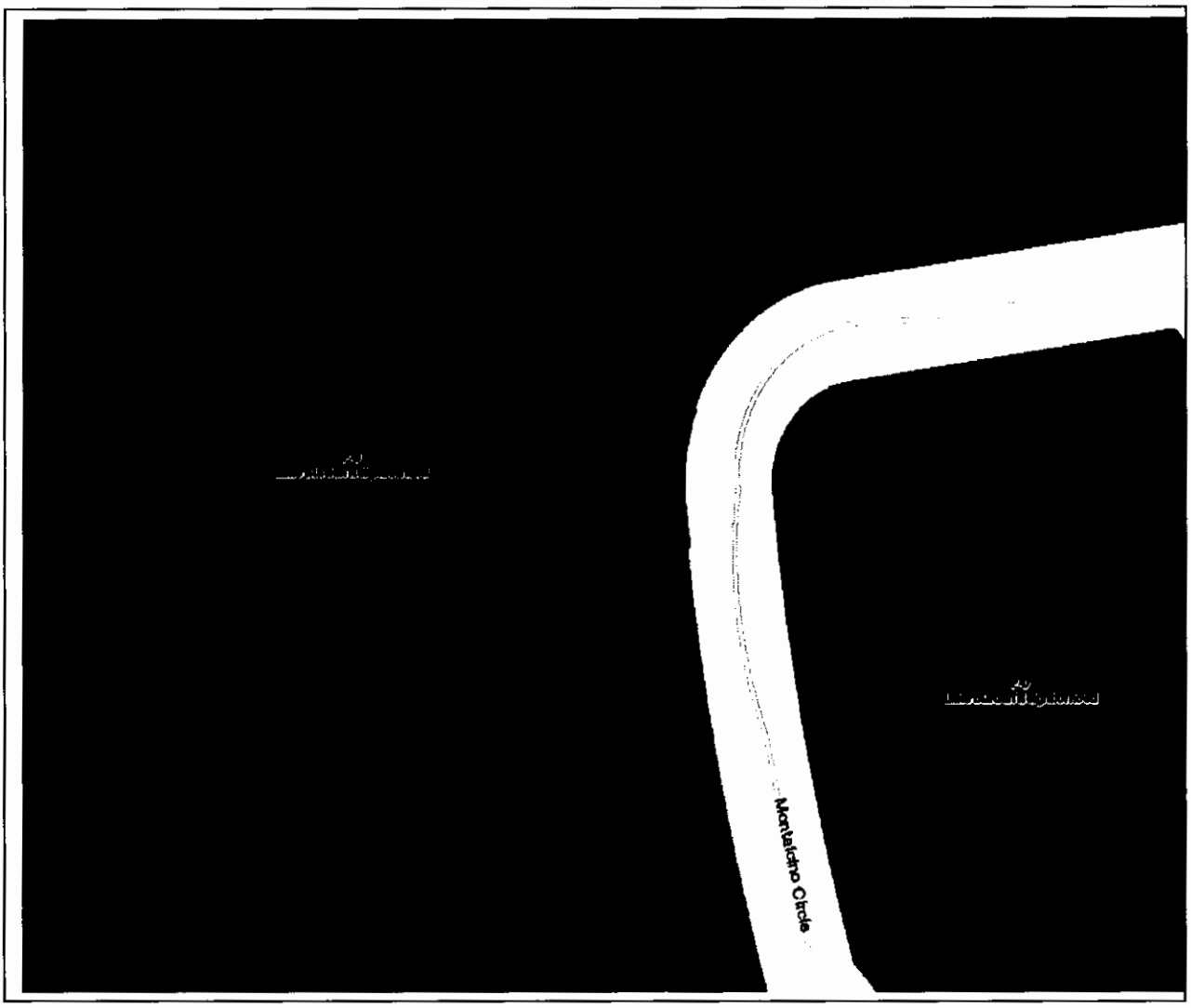
1. Development in accordance with site plan dated April 17, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

SYNOPSIS: Staff noted that the surrounding land uses included an elementary school to the north and a stormwater retention pond to the west, after which there are undevelopable wetlands. Staff also noted that there were two (2) correspondences in favor and none in opposition. The lot is irregularly shaped, which results in only the southern portion of the deck being located on the property line, while the northern portion is approximately three (3) feet off the property line. The majority of the lot is covered by the residence, which is pushed back to the rear of the lot, leaving minimal room for amenities such as a pool/spa and screen enclosure. Finally, a variance identical to this request had been approved in 2013, for a property to the south end of Montalcino Drive.

The BZA noted that the lot was irregularly shaped, and that due to the size of the homes in this neighborhood, there is minimal room for improvements in the rear yard. Further, the HOA and the neighbors are in favor of the request, and it will have no impact on anyone.



Applicant: Anthony Phipps

BZA Number: VA-17-06-045

BZA Date: 06/01/2017

District: 1

Sec/Twn/Rge: 25-23-27-NE-A

Tract Size: 68 ft. x 130 ft.

Address: 12458 Montalcino Circle, Windermere FL 34786

Location: West side of Montalcino Cir., east of Winter-Garden Vineland Rd., south of Overstreet Rd.

Anthony & Angella Phipps

12458 Montalcino Circle

Windermere Fl, 34786

Casa Del Lago (Lot 43)

April 11, 2017

Ref: To allow Screen Enclosure on Property Line.

Due to the fact that we live next to a retention pond located behind our home in Casa Del Lago (Replat 75/60 Lot43) with numerous mosquitoes and other foreign object lurking we are requesting a screen enclosure be installed to our exiting pool. We have contracted with a pool company to install the screen enclosure however based on the fact the screen enclosure with be on property line a variance is required from the county prior to pulling permits. The county requires that I get approval from my neighbor (Lot42) and my HOA.

We currently have an aluminum fence 54 inches in height to code surrounding the exiting pool deck that will remain in place after the footer is installed. The footer will be installed inside of the aluminum fencing. Like I said I have a retention pond behind me and building/ construction is complete around me. Both my neighbor (Lot 42) and my HOA have no objection to me installing my screen enclosure considering that I need to get a variance approval from the county.

I have enclosed all the necessary documentation to support my request from the HOA and my neighbor supporting my request.

Truly,

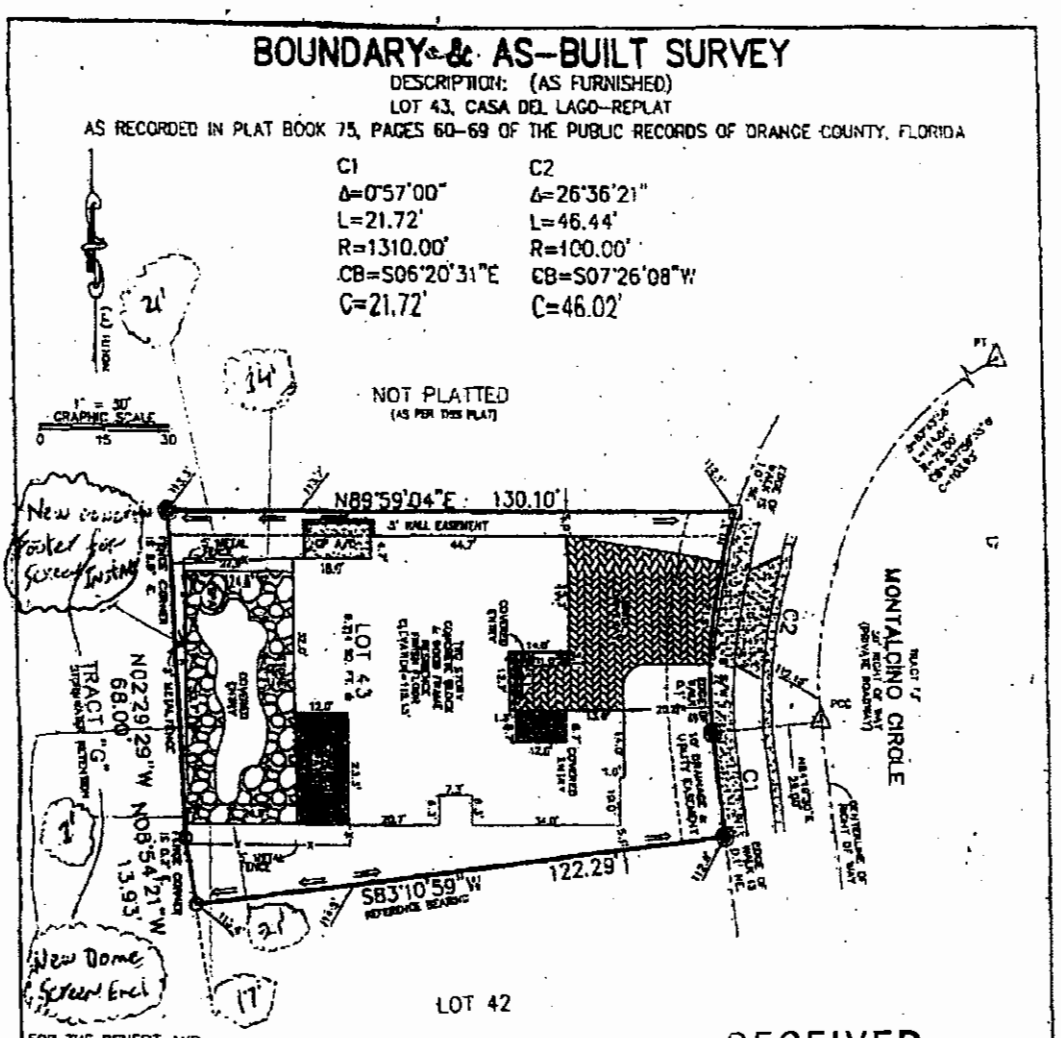
Mr. Anthony Phipps & Mrs. Angella Phipps

(1)

BOUNDARY & AS-BUILT SURVEY

DESCRIPTION: (AS FURNISHED)
LOT 43, CASA DEL LAGO-REPLAT
AS RECORDED IN PLAT BOOK 75, PAGES 60-69 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

C1	C2
Δ=0°57'00"	Δ=26°36'21"
L=21.72'	L=46.44'
R=1310.00'	R=100.00'
CB=S06°20'31"E	CB=S07°26'08"W
C=21.72'	C=46.02'



FOR THE BENEFIT AND EXCLUSIVE USE OF:

ANTHONY & ANGELLA PHIPPS
PREMIER TITLE INSURANCE COMPANY, LLC
OLD FLORIDA NATIONAL BANK
IMAGE BUILDERS OF CENTRAL FLORIDA, INC.

RECEIVED
APR 17 2017
Zoning Division

NOTES:

1. ALL DIRECTIONS AND DISTANCES HAVE BEEN FIELD VERIFIED, INCONSISTENCIES HAVE BEEN NOTED ON THE SURVEY, IF ANY.

2. PROPERTY CORNERS SHOWN HEREON WERE SET/FOUND ON 08-06-12, UNLESS OTHERWISE SHOWN.

3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.

4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED.

5. BUILDING TIES SHOWN HEREON ARE NOT TO BE USED TO RECONSTRUCT THE

ADDRESS:

17456 MONTALCINO CIRCLE
WINDERMERE, FLORIDA

LEGEND

ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #VA-17-06-045

Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
June 1, 2017
Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Anthony Phipps
REQUEST:	Variances in P-D zoning district for a new screen enclosure and to validate the existing pool deck and existing spa as follows: 1. New screen enclosure: 0 ft. from rear property line in lieu of 5 ft.; 2. Existing pool deck: 0 ft. from rear property line in lieu of 5 ft.; and, 3. Existing spa: 4 ft. from the rear property line in lieu of 5 ft.
LOCATION:	West side of Montalcino Cir., east of Winter-Garden Vineland Rd., south of Overstreet Rd.
PROPERTY ADDRESS:	12458 Montalcino Circle, Windermere, FL 34786
PARCEL ID:	25-23-27-1213-00-430
PUBLIC NOTIFICATION:	53
TRACT SIZE:	68 ft. x 130 ft.
DISTRICT #:	1
ZONING:	P-D
EXISTING USE(S):	Pool Deck
PROPOSED USE(S):	Screen Enclosure
SURROUNDING USES:	N - Single Family Residence S - Single Family Residence

E - ROW/Single Family Residence

W - Retention Pond

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting approval to validate an existing pool deck constructed zero (0) feet from the rear (west) property line. The applicant obtained approval from the Homeowner's Association for the construction, which consisted of installation of pavers. The applicant was not aware that installing pavers required a permit. The applicant also installed a spa which is located four (4) feet from the rear property line in lieu of five (5) feet.

2. The subject property backs up to a stormwater management pond. To the north of the subject property is the Sunset Park Elementary School.

3. The applicant has obtained a letter of support from the most impacted neighbor to the south.

4. Due to the irregular shape of the rear property line, only the southern portion of the deck is actually zero (0) feet from the property line. The northern end of the deck is approximately three (3) feet from the rear property line. Due to the size of home, there is limited space in the rear for improvements, such as, pools and spas.

5. In January 2013, an exact duplicate variance was granted for a residence eight (8) lots to the south on Montalcino Circle.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated April 17, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development; and

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard.

cc: Anthony Phipps, Applicant
P.O. Box 784291
Winter Garden, FL 34778

MIKE LOPEZ
VA-17-07-052

REQUEST:	**Variance** in the R-3 zoning district to allow a 5 ft. high fence in the front yard in lieu of 4 ft. (Note: This is the result of code enforcement action).
ADDRESS:	1925 Wakulla Way, Orlando FL 32839
LOCATION:	North side of Wakulla Way, west of S. Rio Grande Ave.
S-T-R:	22-23-29
TRACT SIZE:	1.43 acres
DISTRICT#:	6
LEGAL:	INST NO 20160669886 INCOMPLETE PROPERTY DESC-- PLAN OF BLK 1 PROSPER COLONY D/109 THE W 60 FT OF LOT 27 (LESS N 190 FT) & E 20.71 FT OF LOT 28 (LESS N 190 FT) & W 88.9 FT OF E 109.61 FT OF S 285.78 FT OF LOT 28
PARCEL ID:	22-23-29-7268-27-004
NO. OF NOTICES:	95

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0):

1. Development in accordance with site plan dated April 20, 2017 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and

4. The applicant shall obtain a permit for the fence within ninety (90) days or this approval is null and void.

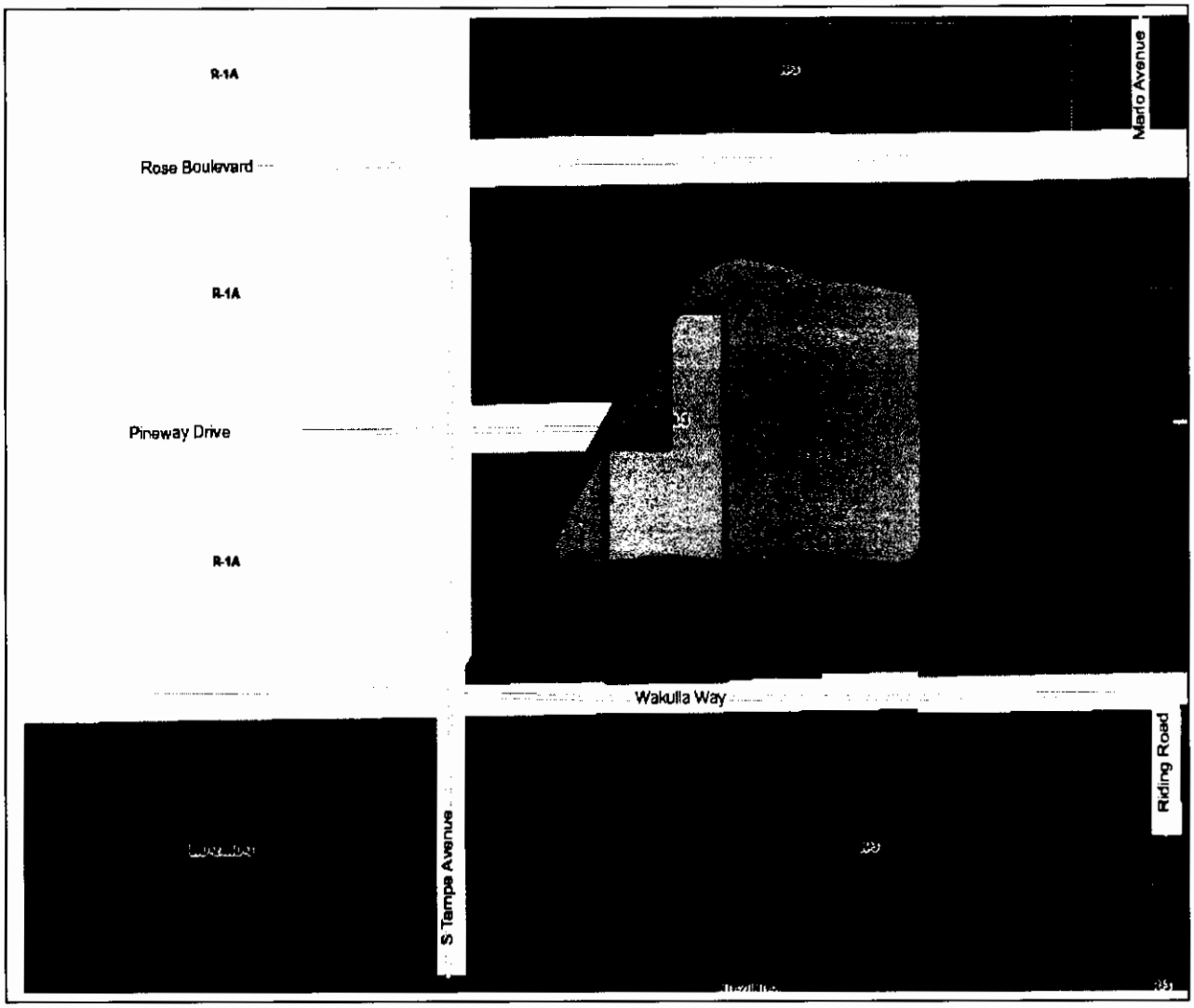
SYNOPSIS: Staff gave a presentation on the case, covering the location of the fence, site plan, previous variance denial in the area, and photographs.

The applicant explained that the property had been vacant for three (3) years and had become a dumping ground with crime and vagrants and a four (4) foot fence would not keep anyone out. The applicant further stated the neighbors were in favor of the fence.

The BZA confirmed it was not a corner lot and that a chain link fence will not affect visibility. The BZA stated that a five (5) foot fence would provide the necessary security, and advised the applicant to get proper permits.

Staff received four (4) commentaries in favor of the application and one (1) in opposition. There was no opposition at the hearing.

The BZA approved the Variance.



Applicant: Mike Lopez

BZA Number: VA-17-07-052

BZA Date: 06/01/2017

District: 6

Sec/Twn/Rge: 22-23-29-NW-B

Tract Size: 1.43 acres

Address: 1925 Wakulla Way, Orlando FL 32839

Location: North side of Wakulla Way, west of S. Rio Grande Ave.

Zoning Board of Appeals

1925 Wakulla Land Trust

February 2, 2017

Mike Lopez

1925 Wakulla way

Orlando FL, 32839

Dear Members of the Zoning Board of Appeals:

I am writing this letter to seek fence variance for my home at 1925 Wakulla way in Orange County Florida. The current zoning rules state that the fence can be no higher than 4 foot tall. I respectfully request to install a black vinyl coated chain linked fence that is 5 feet tall.

The proposed Variance would allow a security fence and gates to be built at the setback of 5 foot on the left and 7 foot on the right opposed to the property setback line of 25 feet. The fence cannot be built on the property setback line because the house it too close to property line. Granting this variance would allow veihcles to be to be parked securely behind the fence in the driveway. The fence does not encroach nor impose any hardship on any neighboring properties. There are Several properties on Wakulla Way which have their 5 foot tall fence and gates on property line. Granting this Variance would not represent any special privilege for the petitione.

The fence at 1925 Wakulla was designed for security to prevent and protect us from nuisance crimes. 1925 Wakulla has been over ran with graffiti, illegal dumping, vagrants, theft and vandalism. We would like to

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ZONING DIVISION

improve the quality of the neighborhood. The proposed Variance would allow us the benefit of maintaining harmony, to improve the quality of life, property value, and peaceful co-existence with the neighborhood.

We have taken the time to speak with our neighbors about the fence variance request. We have included is a supportive petition in favor of our request. We have attached photos and a copy of a recent survey of the property and highlighted the plans for a fence.

I hope you agree that my request would . Should you have any questions, please do not hesitate to contact me. Thank you for your thoughtful consideration of this request.

Sincerely,

Mike Lopez authorized agent

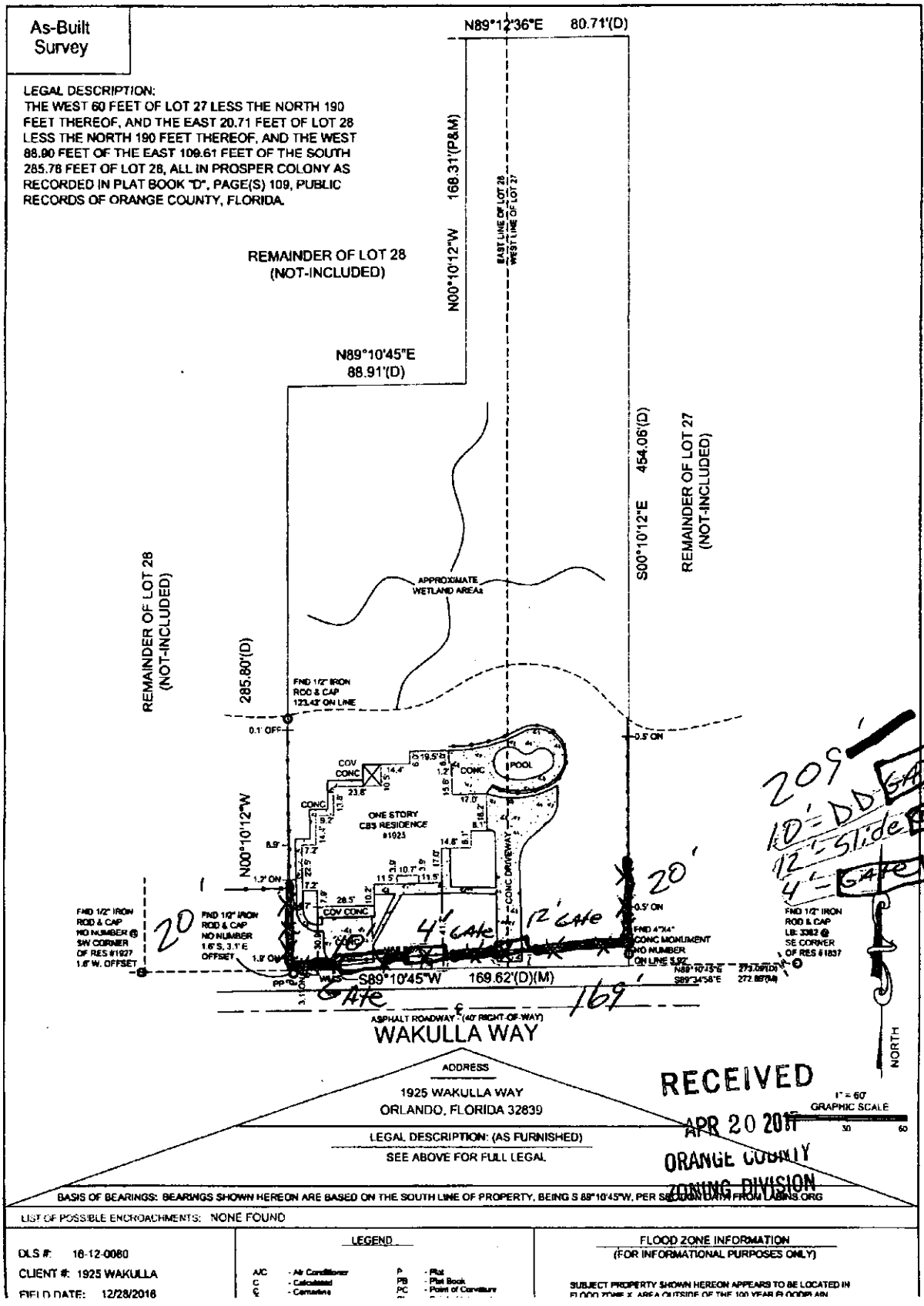
1925 Wakulla Land Trust

PO BOX 555130

Orlando Fl, 32855-5130

321-239-0264

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As-Built Survey
LEGAL DESCRIPTION:
THE WEST 60 FEET OF LOT 27 LESS THE NORTH 190 FEET THEREOF, AND THE EAST 20.71 FEET OF LOT 28 LESS THE NORTH 190 FEET THEREOF, AND THE WEST 88.90 FEET OF THE EAST 109.61 FEET OF THE SOUTH 285.78 FEET OF LOT 28, ALL IN PROSPER COLONY AS RECORDED IN PLAT BOOK "D", PAGE(S) 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
N89°12'36"E 80.71'(D)
N00°10'12"W 168.31'(P&M)
EAST LINE OF LOT 28 WEST LINE OF LOT 27
REMAINDER OF LOT 28 (NOT-INCLUDED)
N89°10'45"E 88.91'(D)
S00°10'12"E 454.06'(D)
REMAINDER OF LOT 27 (NOT-INCLUDED)
REMAINDER OF LOT 28 (NOT-INCLUDED)
285.80'(D)
N00°10'12"W
APPROXIMATE WETLAND AREAs
FND 1/2" IRON ROD & CAP 123.43' ON LINE
0.1' OFF
0.5' ON
ONE STORY CBS RESIDENCE #1923
POOL
CONC
COV CONC
CONC DRIVEWAY
8.9'
1.2' ON
20'
4' GATE
12' GATE
0.5' ON
FND 4"X4" CONC MONUMENT NO NUMBER ON LINE 5.9'Z
FND 1/2" IRON ROD & CAP NO NUMBER 1.6'S, 3.1'E OFFSET
FND 1/2" IRON ROD & CAP NO NUMBER @ SW CORNER OF RES #1927 1.8' W. OFFSET
FND 1/2" IRON ROD & CAP LB: 3362 @ SE CORNER OF RES #1837
S89°10'45"W 169.62'(D)(M)
209'
10'=DD GATE
12'=SLIDE GATE
4'=GATE
169'
ASPHALT ROADWAY (40' RIGHT-OF-WAY)
WAKULLA WAY
NORTH
ADDRESS
1925 WAKULLA WAY
ORLANDO, FLORIDA 32839
LEGAL DESCRIPTION: (AS FURNISHED)
SEE ABOVE FOR FULL LEGAL
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ORANGE COUNTY
ZONING DIVISION
1" = 60'
GRAPHIC SCALE
BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF PROPERTY, BEING S 89°10'45"W, PER SECTION DATA FROM LABINS.ORG
LIST OF POSSIBLE ENCROACHMENTS: NONE FOUND
DLS #: 16-12-0080
CLIENT #: 1925 WAKULLA
FIELD DATE: 12/28/2016
LEGEND
A/C - Air Conditioner
C - Calculated
℄ - Centerline
P - Plat
PB - Plat Book
PC - Point of Curvature
FLOOD ZONE INFORMATION
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN

ORANGE COUNTY GOVERNMENT FLORIDA

STAFF REPORT
CASE #VA-17-07-052
Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
June 1, 2017
Commission District: 6

GENERAL INFORMATION:

APPLICANT:	Mike Lopez
REQUEST:	Variance in the R-3 zoning district to allow a 5 ft. high fence in the front yard in lieu of 4 ft. (Note: This is the result of code enforcement action).
LOCATION:	North side of Wakulla Way, west of S. Rio Grande Ave.
PROPERTY ADDRESS:	1925 Wakulla Way, Orlando, Florida, 32839
PARCEL ID:	22-23-29-7268-27-004
PUBLIC NOTIFICATION:	95
TRACT SIZE:	1.43 acres
DISTRICT #:	6
ZONING:	R-3
EXISTING USE(S):	Triplex
PROPOSED USE(S):	Triplex
SURROUNDING USES:	This property is surrounded by single family residences

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a variance to allow an existing fence to remain at five (5) feet in height in lieu of four (4) feet within the front yard setback area.

2. The applicant constructed the front fence without a building permit and was cited by Code Enforcement.

3. The BZA denied a Variance in 2014, for a six (6) foot high fence in lieu of four (4) feet on a property located on the next adjacent street to the north.

4. The applicant stated the fence is for security purposes, to protect the property from past incidents of graffiti, dumping, vagrants, theft, and vandalism. However, no documentation of such events was submitted.

5. The applicant has provided a petition of approval, signed by four (4) adjacent neighbors.

6. The request will not adversely impact anyone and will not cause any negative impacts to the neighborhood.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated April 20, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and

4. The applicant shall obtain a permit for the fence within ninety (90) days or this approval is null and void.

cc: Mike Lopez, Applicant
1335 44th Street
Orlando, Florida 32839

ARLENE VALDEZ
VA-17-06-044

REQUEST:	**Variances** in the R-1 zoning district as follows: 1) To allow existing accessory building to remain with 787 sq. ft. of area in lieu of 500 sq. ft.; and, 2) To allow existing accessory building to remain 0 ft. from the side property line in lieu of 5 ft. (Note: This is the result of code enforcement action. Applicant advised the rear shed has been removed, batting cage poles will be removed, and tent canopy behind pool will be removed).
ADDRESS:	14352 Model Road, Orlando FL 32826
LOCATION:	South side of Model Rd., west of Bonneville Dr., north of E Colonial Dr.
S-T-R:	14-22-31
TRACT SIZE:	80 ft. x 300 ft.
DISTRICT#:	5
LEGAL:	PALM LAKES ESTATES U/71 LOT 23
PARCEL ID:	14-22-31-6528-00-230
NO. OF NOTICES:	87

DECISION: APPROVED the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 5-0):

1. Development in accordance with site plan dated April 17, 2017 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. Prior to issuance of permits, the applicant shall remove: the batting cage (and all poles), the gazebo/canopy behind the pool and rear yard shed; and

5. The applicant shall obtain a permit for the accessory building within 120 days, or this approval becomes null and void.

SYNOPSIS: Staff gave a presentation on the case, covering the location of the fence and shed, site plan, and photographs.

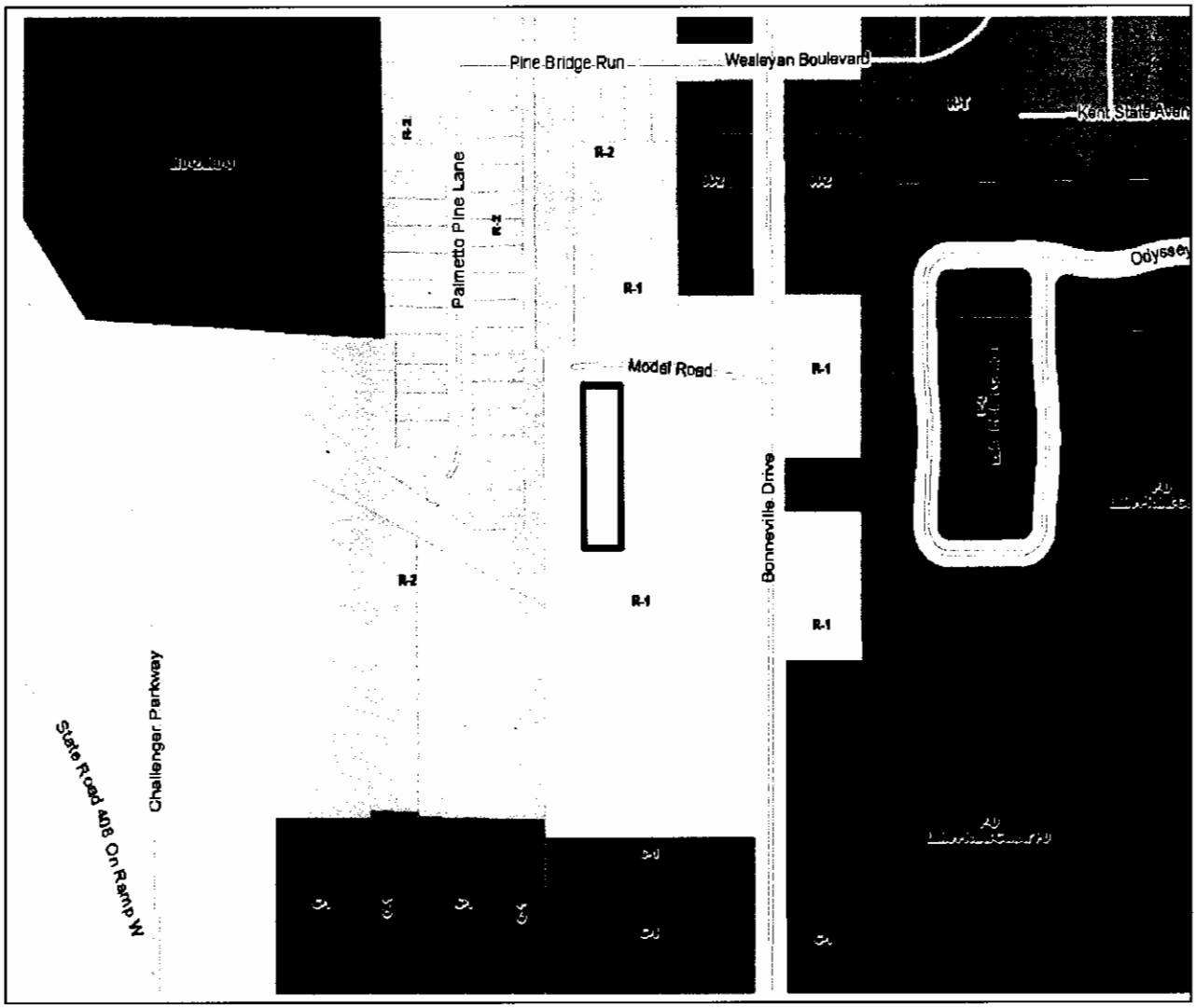
The applicant explained that the buildings were on the site when they purchased the property. The applicant stated that they have removed the batting cage and the gazebo/canopy behind the pool and the rear yard shed; and, stated they only want to keep the side shed.

Code Enforcement confirmed the batting cage and gazebo/canopy behind the pool and rear yard shed have all been removed.

The BZA appreciated that the applicant addressed the issues identified by Code Enforcement before coming before the BZA.

There was no opposition at the hearing.

The BZA approved the Variance.



Applicant: Arlene Valdez

BZA Number: VA-17-06-044

BZA Date: 06/01/2017

District: 5

Sec/Twn/Rge: 23-22-31-NW-B

Tract Size: 80 ft. x 300 ft.

Address: 14352 Model Road, Orlando FL 32826

Location: South side of Model Rd., west of Bonneville Dr., north of E Colonial Dr.

Liliana Valdez
14352 Model Rd
Orlando FL 32826

April 17, 2017

To whom it may concern:

This letter is to request a Variance for an accessory building that was on the property when we purchased the home in 10/2010. We didn't know there were no permits until we received the notice of violation from the county early January 2017. The accessory building was already there and was built on the property line so we are requesting a Variance for the 5ft setback needed. We built an addition to the accessory building for additional storage space but we didn't know that the building didn't have permits originally, the total sqft of the accessory building is 787sqft, and therefore we are requesting the additional 287sqft.In the pool area there is an open canopy and it has a fabric cover on it. We would really appreciate the additional square footage as we believe we have more than enough space on the property and have removed additional structures on the property. Our house doesn't have any side neighbors and we have no association so we wouldn't be bothering anyone. We would really appreciate our request to be approved.

Thank you in advance for your help with this matter.

Liliana Valdez

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ORANGE COUNTY
ZONING DIVISION

BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOT 23, PALM LAKES ESTATES ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK U, PAGE 71 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

FLOOD INFORMATION:

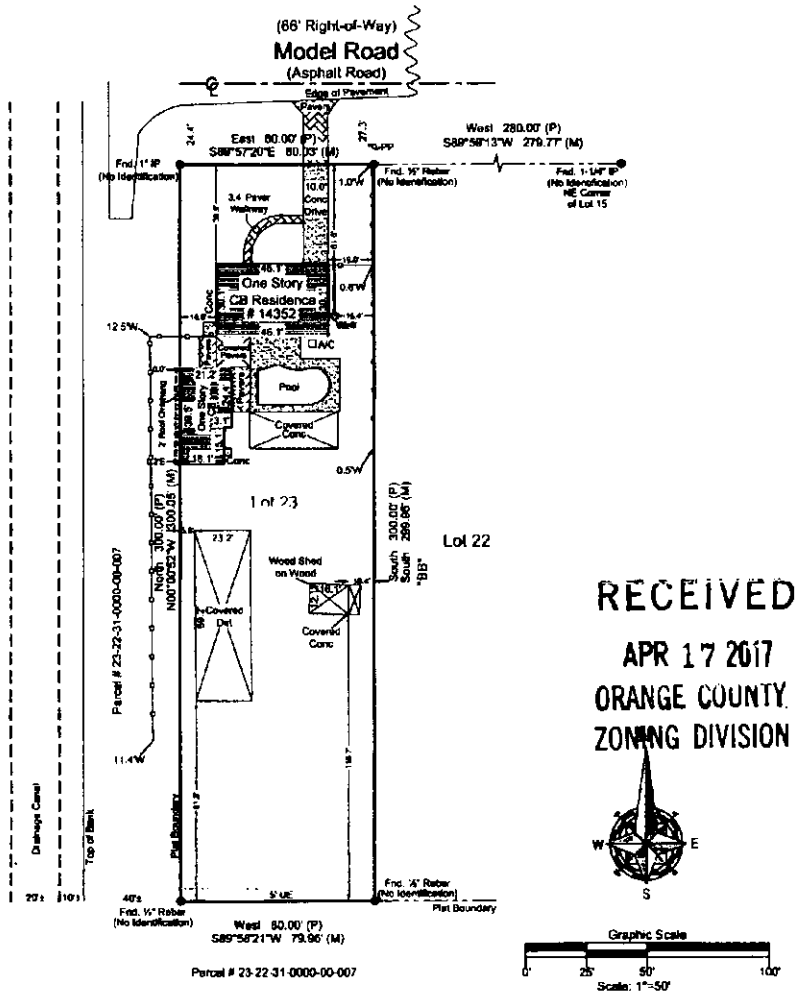
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN ORANGE COUNTY, COMMUNITY NUMBER 120179, DATED 9/25/2009.

CERTIFIED TO:

ARLENE VALDEZ



14352 MODEL ROAD ORLANDO, FLORIDA 32826



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ZONING DIVISION

Field Date: 2/27/2017	Date Completed: 3/2/2017
Drawn By: K.C.	File Number: S-35039

-Legend-

C	- Calculated	PC	- Point of Curvature
Cor.	- Corrected	Pge.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Elend.	- Easement		
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
		R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Mon.	- Monument
L	- Length (Arc)	Rnd.	- Round
M	- Measured	Set	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk		
N.R.	- Non Radial	Typ.	- Typical
ORB	- Official Records Book	UE	- Utility Easement
P	- Plat	WM	- Water Meter
P.B.	- Plat Book	Δ	- Delta (Central Angle)
-O-	- Wood Fence	-X-	- Chain Link Fence

NOTES:
- Survey is Based upon the Legal Description Supplied by Client.
- Building Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- Subject to any Easements and/or Restrict. one of Record.
- Missing Iron shown hereon, is Assumed and Based upon the Line Denoted with a "SB".
- Building Ties are NOT to be used to reconstruct Property Lines.
- Fence Ownership is NOT determined.
- Road Crossings, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- Septic Tanks and/or Drain field locations are approximate and MUST be verified by appropriate Utility Location Companies.
- Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than Those Certified.

ROOF OVERHANG OVERLAPS WEST PROPERTY LINE.

I Hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to me as noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes. Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland, P.S.M. 6637 LB 7623
This Survey is intended only for the use of Said Certified Parties.
This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

Ireland & Associates Surveying, Inc.
1301 S. International Parkway Suite 2001
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

ORANGE COUNTY GOVERNMENT FLORIDA

STAFF REPORT
CASE #VA-17-06-044

Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
June 1, 2017
Commission District: 5

GENERAL INFORMATION:

APPLICANT:	Arlene Valdez
REQUEST:	Variances in the R-1 zoning district as follows: 1) To allow existing accessory building to remain with 787 sq. ft. of area in lieu of 500 sq. ft.; and, 2) To allow existing accessory building to remain 0 ft. from the side property line in lieu of 5 ft. (Note: This is the result of code enforcement action. Applicant advised the rear shed has been removed, batting cage poles will be removed, and tent canopy behind pool will be removed).
LOCATION:	South side of Model Rd., west of Bonneville Dr., north of E Colonial Dr.
PROPERTY ADDRESS:	14352 Model Road, Orlando, Florida, 32826
PARCEL ID:	14-22-31-6528-00-230
PUBLIC NOTIFICATION:	87
TRACT SIZE:	80 ft. x 300 ft.
DISTRICT #:	5
ZONING:	R-1
EXISTING USE(S):	Single Family Residence
PROPOSED USE(S):	Single Family Residence
SURROUNDING USES:	The property is surrounded by vacant land, with a single family residence to the north

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting variances to allow a 787 sq. ft. accessory building to remain with a zero (0) foot side setback.

2. The applicant has stated the structures were there when they purchased the house in 2010. However, the applicant added 287 sq. ft. to the accessory building without permits.

3. Code Enforcement cited the applicant for a batting cage, gazebo, and sheds.

4. The applicant has stated they will remove the batting cage, the gazebo/canopy behind the pool, and rear yard shed.

5. The portion of the adjacent lot impacted by the zero (0) foot setback does not appear to be buildable. The owner of that lot has not submitted any letters of support.

STAFF RECOMMENDATION:

If the BZA approves the request, the following conditions should be imposed:

1. Development in accordance with site plan dated April 17, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. Prior to issuance of permits, the applicant shall remove: the batting cage (and all poles), the gazebo/canopy behind the pool, and rear yard shed; and

5. The applicant shall obtain a permit for the accessory building within 120 days, or this approval becomes null and void;.

cc: Arlene Valdez (Applicant's Representative), Liliana Valdez (Applicant), 14352 Model Road, Orlando, Florida 32826

LYMARI SIERRA
VA-17-06-048

REQUEST:	**Variances** in the R-1 zoning district as follows: 1) To construct a 750 sq. ft. accessory building (garage) in lieu of 500 sq. ft.; and, 2) To construct a 5 ft. high fence along the front of the property in lieu of 4 ft.
ADDRESS:	1724 Bonneville Drive, Orlando FL 32826
LOCATION:	West side of Bonneville Dr., north of E. Colonial Dr.
S-T-R:	14-22-31
TRACT SIZE:	100 ft. x 200 ft.
DISTRICT#:	5
LEGAL:	PALM LAKES ESTATES U/71 LOT 17
PARCEL ID:	14-22-31-6528-00-170
NO. OF NOTICES:	106

DECISION: APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions as amended (unanimous; 5-0):

1. Development in accordance with site plan dated April 18, 2017 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. The exterior of the proposed accessory structure shall match the exterior color of the existing house; and

5. The fence shall be consistent with the design as submitted.

SYNOPSIS: Staff gave a presentation on the case, covering the location of the fence and garage, site plan, and photographs.

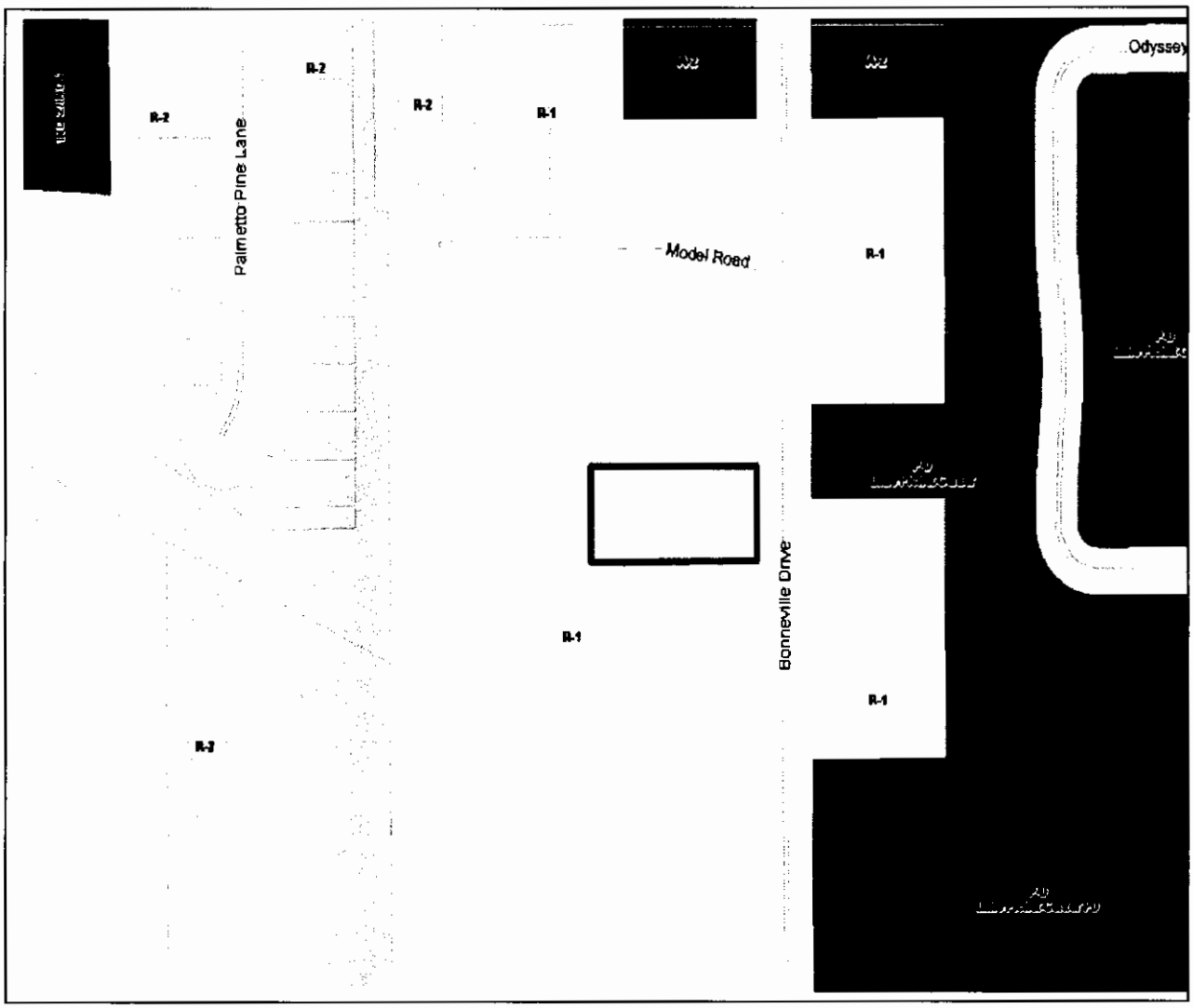
The applicant stated they have received additional letters of support from their neighbors.

The BZA confirmed there was no HOA and other properties had fences in the front yard. The BZA was concerned about the type of fence and wanted a fifth condition added stating that the fence shall be consistent with the design as submitted.

Staff received three (3) commentaries in favor of the application and none in opposition.

There was no opposition at the hearing.

The BZA approved the Variance with the addition of condition #5.



Applicant: Lymari Sierra

BZA Number: VA-17-06-048

BZA Date: 06/01/2017

District: 5

Sec/Twn/Rge: 23-22-31-NW-B

Tract Size: 100 ft. x 200 ft.

Address: 1724 Bonneville Drive, Orlando FL 32826

Location: West side of Bonneville Dr., north of E. Colonial Dr.

Orange County
Board of County Commissioners
201 South Rosalind Ave
Orlando, FL 32802

RE: Variance
Parcel ID 14-22-31-6528-00-170

Applicants: Jesus A. Montesinos and Lymari Sierra
Address: 1724 Bonneville Dr.
Orlando, FL 32826

To Whom It May Concern;

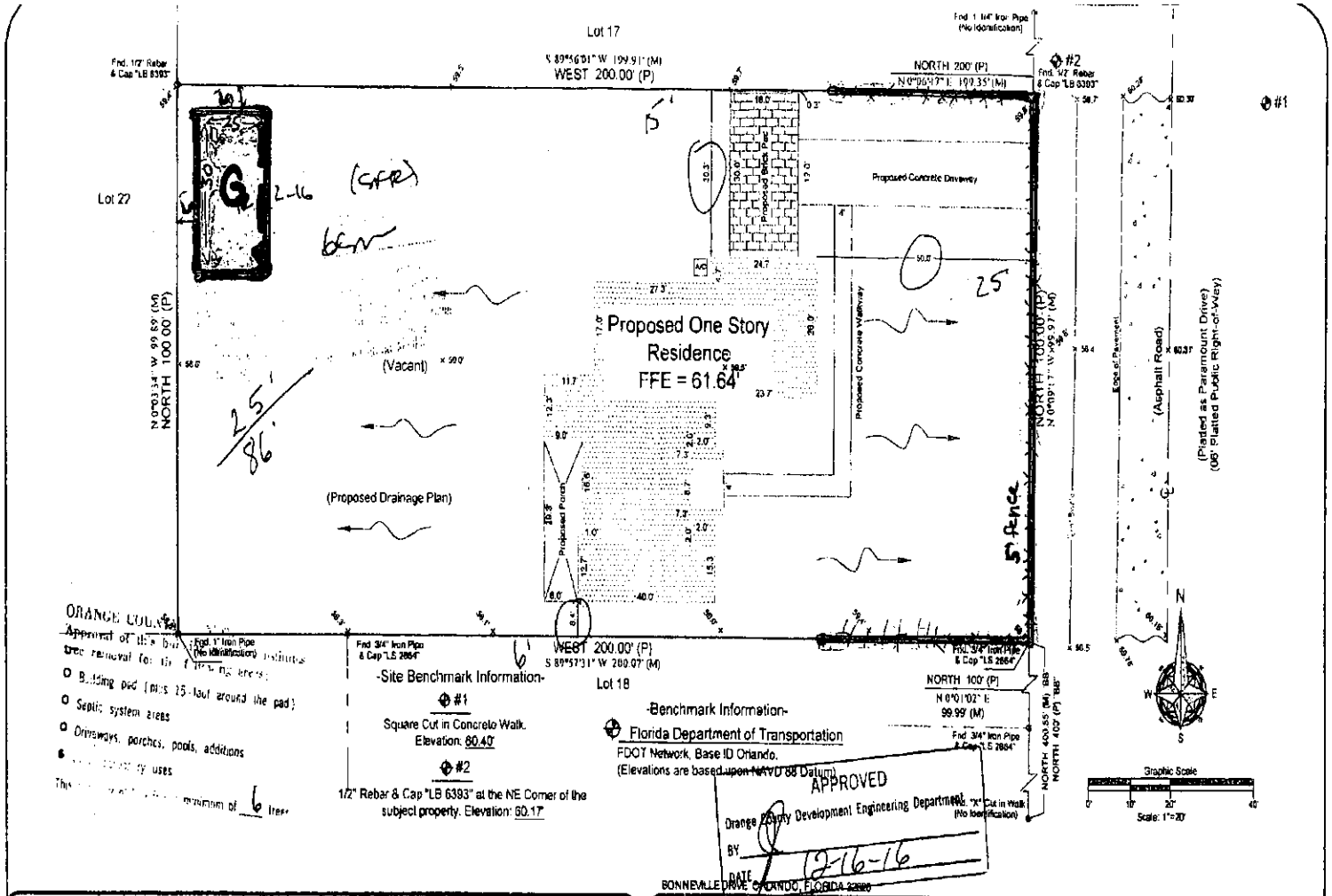
This proposal letter is to request your consideration to evaluate and grant an approval of a Variance to build an accessory building at the referenced site. and a 5' front fence for safety due to high crime area and busy traffic Road.
We are looking to build a much needed detached garage to storage and keep in a safe place our personal, classic vehicle, motorcycle and personal property such as lawn mower and tools. There are 4 working adults at the house and we each have a vehicle in addition to a classic car gifted by my father and bikes
The proposed location of this is well inside the setbacks on the property as required by the County. We need a secured, enclosed building to storage the cars and keep safe and enclosed to prevent keeping cars out on site
The mentioned property is zoned R-1 and allows for a 500 sqft detached garage. and 4' front fence
We are looking to build a 750 sqft described as 25X30X12 This is the smallest they build
The materials use; 3:12 Pitch Roof, Master Rib Gavalume Pearl Gray Walls, Master Rib Gavalume Black Trim, (2) Rollup Doors, 1 Entry Door. Cost is $17,000 VS a $45,000 cost for block.
Enclosed please find a color chart and photos of similar buildings to use as reference.
with the approval of the fence we will do an iron basic fence for safety
There are similar large buildings in the surrounding area. Please consider this variance request as this building would be a beautiful addition to my property and for the area which is currently in development with a mix use of residential and commercial.
There are no objection from my neighbors as it will improve the area
If you have any questions or need further information you can contact us at 407 579-9753.

Sincerely,

Jesus A. Montesinos — 4-18-17 Date

Lymari Sierra
P. O. BOX 780268
Orlando, FL 32878-0268
Cell 407 579 9753
Email: marey_sierra@yahoo.com

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APR 18 2017
ORANGE COUNTY,
ZONING DIVISION



ORANGE COUNTY
Approval of this ... tree removal for th... this area.
- Building pad (plus 25-foot around the pad)
- Septic system areas
- Driveways, porches, pools, additions
- ... of uses

This ... permission of 6 trees

Boundary Survey

Legal Description:

LOT 17, PALM LAKE ESTATES ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK U, PAGE 71 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Flood Information:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN ORANGE COUNTY, COMMUNITY NUMBER 120179, DATED 9/25/2009

CERTIFIED TO:
JESUS MONTESINOS AND LYMARI SIERRA AND MARIA NIEVES



Field Date: 10/27/2016 | Date Completed: 12/6/2016
Drawn By: M.C. | File Number: IS-31176 PP

Legend

C	- Calculated	PC	- Point of Curvature
CB	- Concrete	PI	- Point
CBS	- Concrete Block	POI	- Point of Intersection
D	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Encr.	- Encroachment		
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
		R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
I	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rtn	- Return
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
M&D	- Mail & Disk		
N.A.	- Non-Radial	Ung.	- Unplat
ORB	- Official Records Book	UE	- Utility Easement
P	- Plat	WM	- Water Meter
P.B.	- Plat Book	Δ	- Delta (Central Angle)
-OO-	- Wood Fence	-C-	- Chain Link Fence

NOTES
- Surveyor's Records unless otherwise Stated or Noted.
- Additional Rights-of-Way and/or Easements may exist that are not shown.
- Subject to any Easements and/or Restrictions of Record.
- Bearings based on the Southerly Line of Lot 17 as N 89°56'01" E.
- Building Ties are NOT to be used to establish Property Lines.
- Fences Ownership is NOT Determined.
- Roof Overhangs, Unless noted, are not shown.
- Underground Utilities and/or Foundations NOT Located, Unless noted.
- Easements for Drainage and/or Utilities shown are those disclosed by the Plat and/or Title Commitment.
- Use of this Survey for Purposes other than those intended, to any other Person or Entity, without the written authorization of the Surveyor, is prohibited. Reproductions are not to be used.
- Unless there is a Bold Line or Note stating otherwise, the Boundary Lines shown hereon are not to be considered as Fence Lines.
- Nothing hereon shall be construed to give any Rights or Benefits to anyone other than those Certified.

NONE VISIBLE

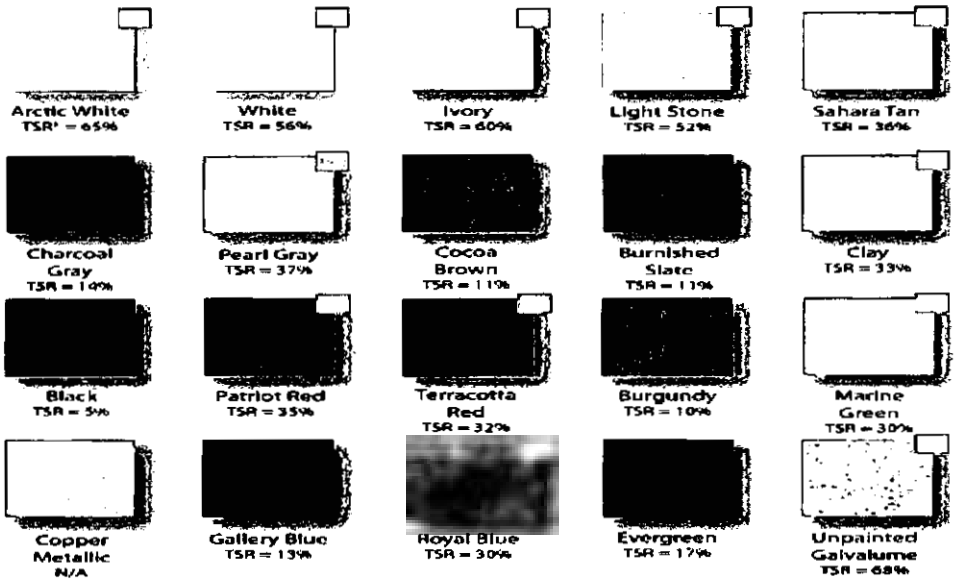
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APR 18 2017
ORANGE COUNTY,
ZONING DIVISION

I Hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction. See Boldly Drawn, Based on Information furnished to Me as Noted and Conforms to the Standard of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes.

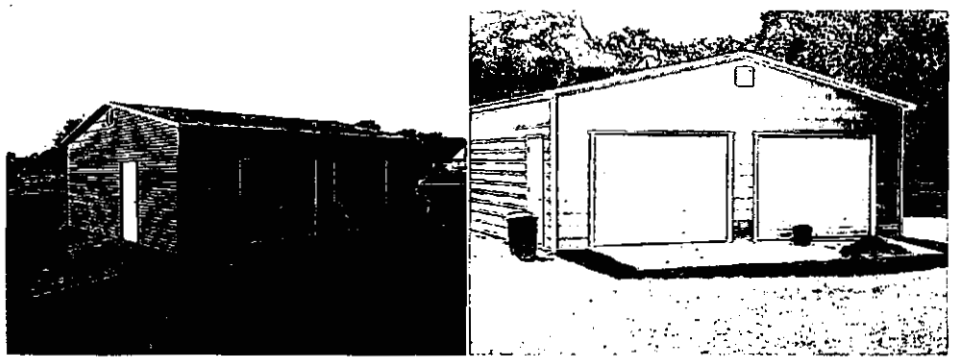
Patrick K. Ireland, PSM 6837, LB 7623
This Survey is Invalid Unless Sheets and Embossed with Surveyor's Seal.

Ireland & Associates Surveying, Inc.
1301 S. International Parkway, Suite 2001
Lake Mary, Florida 32746
www.irelandsurveying.com
Office 407.878.3366 Fax 407.320.8165

Metal Structures LLC- http://metalstructuresllc.com



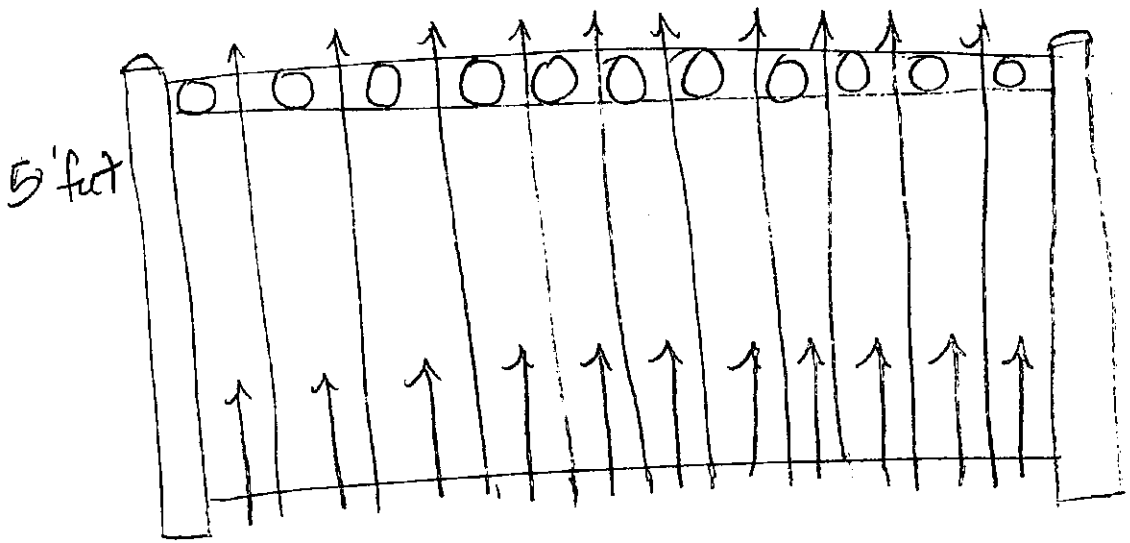




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ORANGE COUNTY
ZONING DIVISION

5' Fence Iron Style

5' Front and sides-25' setback on property lines



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ORANGE COUNTY
ZONING DIVISION

ORANGE COUNTY GOVERNMENT FLORIDA

STAFF REPORT
CASE #VA-17-06-048

Orange County Zoning Division
Planner: Nick Balevich
Board of Zoning Adjustment
June 1, 2017
Commission District: 5

GENERAL INFORMATION:

APPLICANT:	Lymari Sierra
REQUEST:	Variances in the R-1 zoning district as follows: 1) To construct a 750 sq. ft. accessory building (garage) in lieu of 500 sq. ft.; and, 2) To construct a 5 ft. high fence along the front of the property in lieu of 4 ft.
LOCATION:	West side of Bonneville Dr., north of E. Colonial Dr.
PROPERTY ADDRESS:	1724 Bonneville Drive, Orlando, Florida, 32826
PARCEL ID:	14-22-31-6528-00-170
PUBLIC NOTIFICATION:	106
TRACT SIZE:	100 ft. x 200 ft.
DISTRICT #:	5
ZONING:	R-1
EXISTING USE(S):	Vacant
PROPOSED USE(S):	Single family residence with detached garage
SURROUNDING USES:	This property abuts single family residences to the south and west, and vacant land to the north and west.

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting variances to construct a five (5) foot high fence along the front of the property and an oversize accessory building (garage) behind the house.

2. The applicant has stated the reasons for the one (1) foot fence height variance are high crime in the area and a frontage on a busy road. The proposed fence will be decorative iron.

3. The applicant has stated the reasons for the garage size variance are to accommodate storage, and to provide secure parking for four (4) working adults who will be residing in the house.

4. The proposed garage will be located over 170 feet from the front property line.

5. The neighbors have signed letters of no objection to this proposal.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated April 18, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and

4. The exterior of the proposed accessory structure shall match the exterior color of the existing house.

cc: Lymari Sierra, Applicant's Representative
Jesus A. Montesinos and Maria Nieves, Applicant
P.O. Box 780268
Orlando, FL 32878-0268

JONATHAN McGRATH VA-17-06-042

REQUEST:	**Variances** in the R-CE zoning district as follows: 1) To construct detached accessory structure (summer kitchen and bathroom) 20 ft. from the Normal High Water Elevation of Pocket Lake in lieu of 50 ft.; and, 2) To construct swimming pool and pool deck 20 ft. from the Normal High Water Elevation of Pocket Lake in lieu of 50 ft. (Note: The property backs up to a canal that leads into Pocket Lake).
ADDRESS:	10330 Pocket Lane, Orlando FL 32836
LOCATION:	West side of Pocket Lane, west of S. Apopka Vineland Road, south of Kilgore Road
S-T-R:	09-24-28
TRACT SIZE:	1 acre
DISTRICT#:	1
LEGAL:	WILLIS R MUNGERS LAND SUB E/22 COMM SE COR LOT 39 RUN N00-01-28W 360 FT TH RUN N89-24-08W 60FT TH RUN S00-01-28E 34.28 FT FOR POB TH RUN N44-36-00W 280.9 FT N25-42-59E 7.74 FT N63-54-55W 44.06 FT N26-11-20E 7.72 FT N44-36-00W 62.34 FT TO A PT ON W LINE OF
PARCEL ID:	09-24-28-5844-00-398
NO. OF NOTICES:	29

DECISION: APPROVED the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 6-0):

1. Development in accordance with site plan dated April 12, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. Approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations;

5. Prior to the issuance of a building permit, the property owner shall record in the official records of Orange County an Indemnification/Hold Harmless Agreement which indemnifies Orange County from any damages caused by flooding and shall inform all interested parties that the detached accessory structure and the swimming pool and pool deck is no closer than twenty (20) feet from the Normal High Water Elevation of Pocket/Fish Lake Canal;

6. Prior to the issuance of any permits, the applicant shall complete a Conservation Area Determination with the Environmental Protection Division. Any impacts to any conservation areas shall be in accordance with all Orange County regulations; and

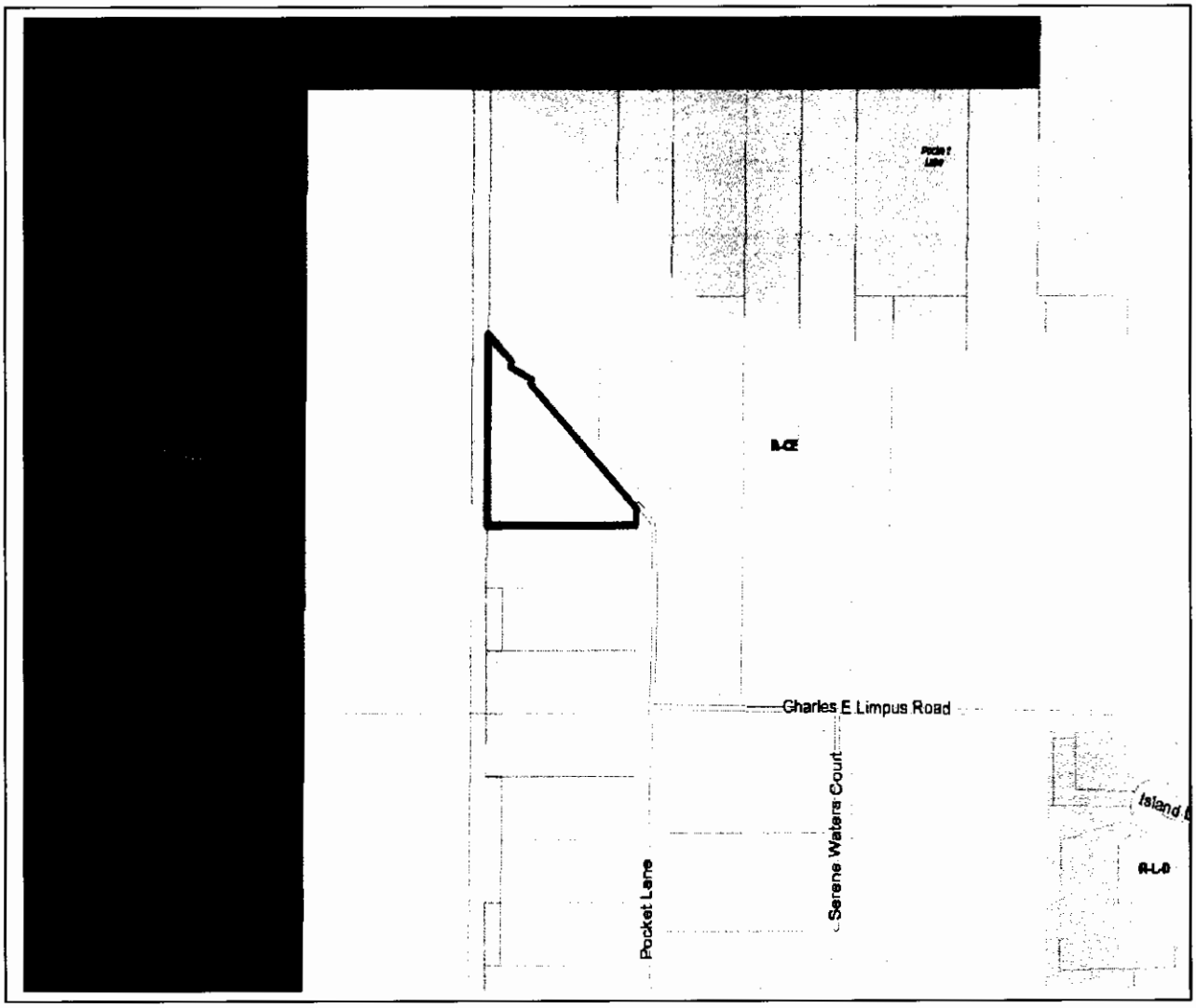
7. Prior to the issuance of any permits, the applicant shall obtain a flood plain permit.

SYNOPSIS: The applicant is requesting variances to construct a detached accessory structure (summer kitchen and bathroom) twenty (20) feet from the Normal High Water Elevation of Pocket Lake in lieu of fifty (50) feet; and, to construct a swimming pool and pool deck twenty (20) feet from the Normal High Water Elevation of Pocket Lake in lieu of fifty (50) feet.

Staff gave a presentation of the property, noting that multiple variances have been granted on Pocket Lane and one (1) approved on the subject property in 2009. The BZA discussed existing buildings on the subject property and the adjacent property to the north.

The applicant was present and agreed with the staff recommendation of approval.

Staff received one (1) commentary in favor and none in opposition. There being no one present to support or oppose the requests, the public hearing was closed.



Applicant: Jonathan McGrath

BZA Number: VA-17-06-042

BZA Date: 06/01/2017

District: 1

Sec/Twn/Rge: 09-24-28-NE-A

Tract Size: 1 acre

Address: 10330 Pocket Lane, Orlando FL 32836

Location: West side of Pocket Lane, west of S. Apopka Vineland Road, south of Kilgore Road

Jonathan McGrath
CONSTRUCTION
Creating a Masterpiece, One Client at a Time

Residential Excellence for 30 Years

1681 Powell Street * Longwood, FL 32750 * OFFICE 407-260-8077 * FAX 407-260-2271

April 11, 2016

To Orange County Board of Zoning,

Cover letter Re: 10330 Pocket Lane Orlando, FL 32836

Variance - request to reduce the 50'rear set back from the NHWL to 24'4"

Project - outdoor living designed to blend with existing single family home.

We are proposing a detached covered Pavilion with a summer kitchen, storage and ½ bath plus swimming pool with paver deck on grade.

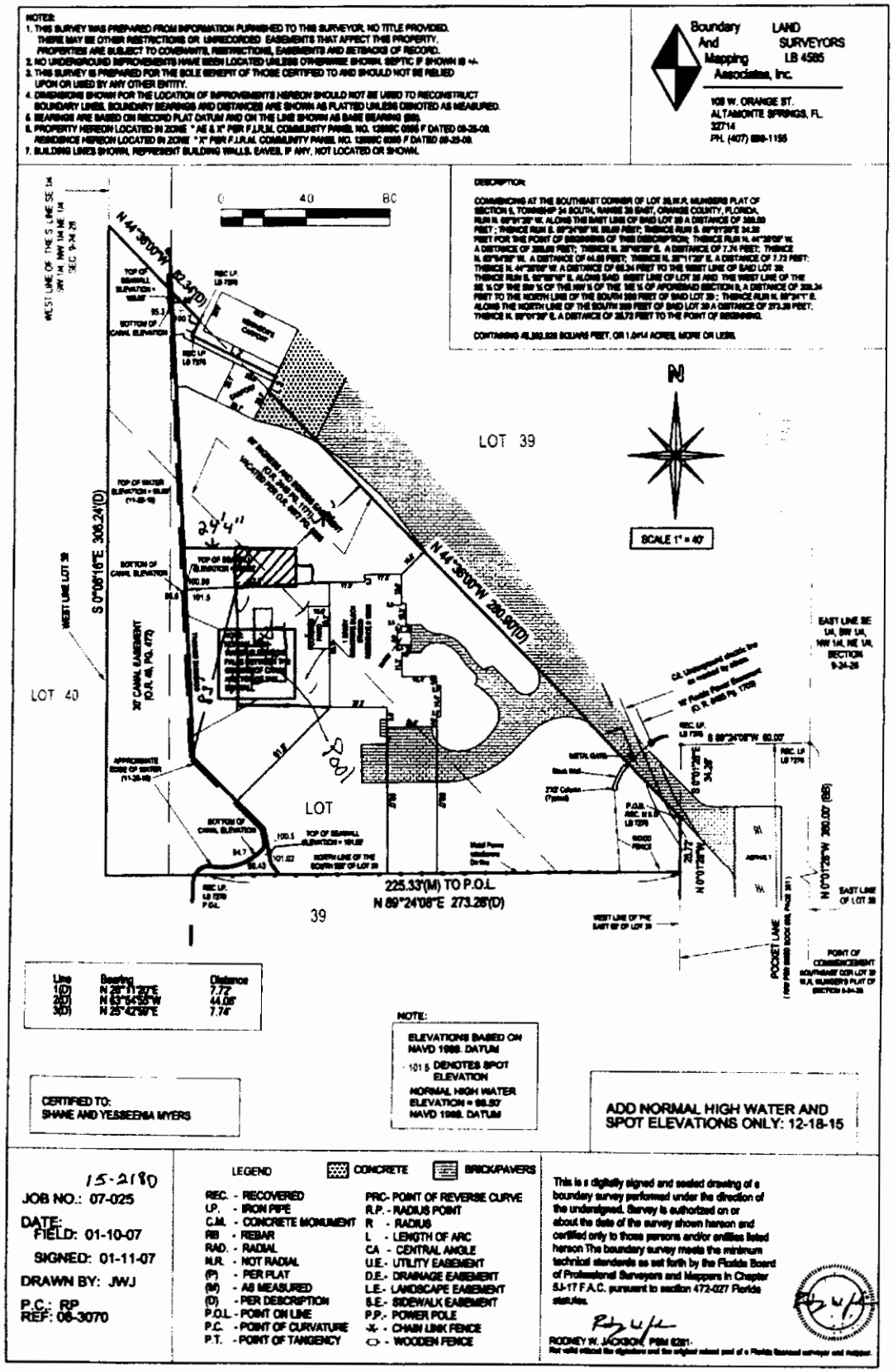
- Pavilion and columns will be concrete, masonry, stucco (stucco inside and out) exterior grade drywall ceiling and a tile roof. The construction details will match the existing house painted stucco, wood fascia, aluminum soffit, cement tile roof and paver/tile floor. The Pavilion will be 18'x28'x up to 18' tall with same pitch as house. 504 square feet. Included in the pavilion is the storage approx.. 5.5'x7' and ½ bath approx. 5.5'x5' will be enclosed unconditioned space. The finished floor elevation of the storage and ½ bath will be the same as the existing patio. The paver deck will be approx. 4" lower than the existing patio on grade.
- Pool will be cement with a diamond brite finish with a sun-deck and water feature. Pool 18'x32' sun shelf 9'x9' and water feature 3'x16'
- Paver deck will be cement or travertine pavers 58.5'x 43.8' plus equipment paver deck 10'x7.5'

Sincerely,

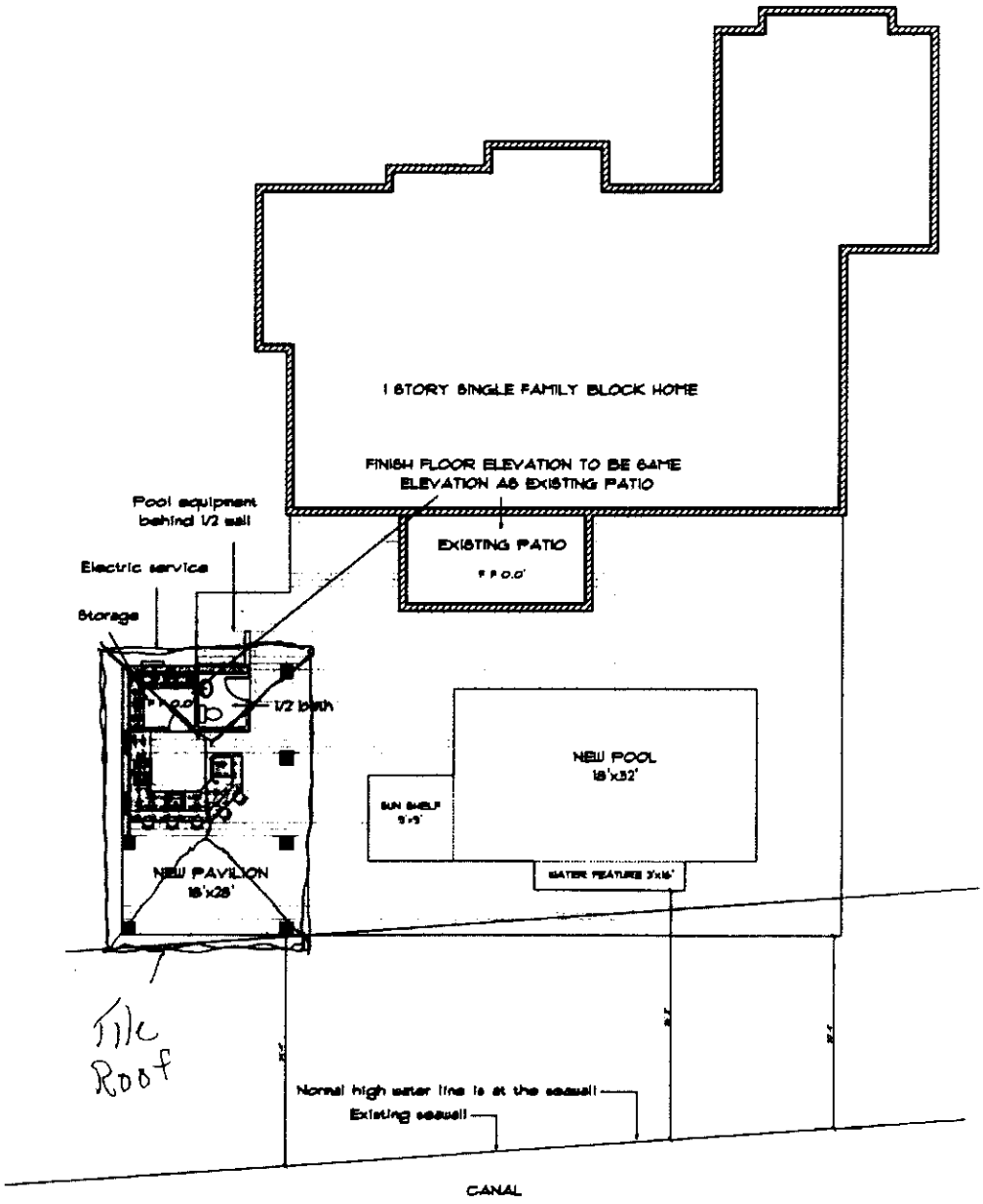
Jonathan McGrath
State Certified Contractor
CGR, CAPS, CGP

RECEIVED
APR 12 2017
ORANGE COUNTY
ZONING DIVISION

GOBA
GREATER ORLANDO BUILDERS ASSOCIATION
PROUD MEMBER


NOTES:
1. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED TO THIS SURVEYOR. NO TITLE PROVIDED. THERE MAY BE OTHER RESTRICTIONS OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTIES ARE SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC IF SHOWN IS +/-.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY BEARINGS AND DISTANCES ARE SHOWN AS PLATTED UNLESS DENOTED AS MEASURED.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. PROPERTY HEREON LOCATED IN ZONE " AE & X" PER F.I.R.M. COMMUNITY PANEL NO. 12095C 0505 F DATED 09-25-08. RESIDENCE HEREON LOCATED IN ZONE " X" PER F.I.R.M. COMMUNITY PANEL NO. 12095C 0505 F DATED 09-25-08.
7. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.
Boundary And Mapping Associates, Inc.
LAND SURVEYORS
LB 4585
109 W. ORANGE ST.
ALTAMONTE SPRINGS, FL. 32714
PH. (407) 886-1155
DESCRIPTION:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 39, M.K.P. MUNSON'S PLAT OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN N. 89°24'08" W. ALONG THE SAID LINE OF SAID LOT 39 A DISTANCE OF 368.59 FEET; THENCE RUN S. 89°24'08" W. 69.07 FEET; THENCE RUN S. 89°24'08"E 34.38 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN N. 44°38'00" W. A DISTANCE OF 305.05 FEET; THENCE N. 89°48'08" E. A DISTANCE OF 7.24 FEET; THENCE N. 63°54'55" W. A DISTANCE OF 44.05 FEET; THENCE N. 25°11'27" E. A DISTANCE OF 7.72 FEET; THENCE N. 44°38'00" W. A DISTANCE OF 66.34 FEET TO THE WEST LINE OF SAID LOT 39; THENCE RUN S. 00°06'16" E. ALONG SAID WEST LINE OF LOT 39 AND THE WEST LINE OF THE SE ¼ OF THE SW ¼ OF THE NW ¼ OF THE NE ¼ OF APOPKA BEAD SECTION 9, A DISTANCE OF 306.24 FEET TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID LOT 39; THENCE RUN N. 89°24'1" E. ALONG THE NORTH LINE OF THE SOUTH 330 FEET OF SAID LOT 39 A DISTANCE OF 273.28 FEET; THENCE N. 89°0'39" E. A DISTANCE OF 38.73 FEET TO THE POINT OF BEGINNING.
CONTAINING 45,383.838 SQUARE FEET, OR 1.041 ACRES, MORE OR LESS.
0 40 80
SCALE 1" = 40'
N
LOT 39
LOT 40
LOT
39
N 44°38'00"W 292.34'(D)
S 0°06'16"E 306.24'(D)
N 44°38'00"W 280.90'(D)
225.33'(M) TO P.O.L.
N 89°24'08"E 273.28'(D)
S 89°24'08"W 69.07
N 0°01'28"W 360.00' (MB)
EAST LINE OF LOT 39
POCKET LANE
POINT OF COMMENCEMENT
WEST LINE OF LOT 39
EAST LINE SE 1/4, SW 1/4, NW 1/4, NE 1/4, SECTION 9-34-28
WEST LINE OF THE S. LINE SE 1/4, SW 1/4, NW 1/4, NE 1/4 SEC. 9-34-28
30' CANAL EASEMENT (O.R. 46, PG. 477)
10' Florida Power Easement (O.R. 3885 Pg. 1729)
Line Bearing Distance
L1 N 25°11'27"E 7.72'
L2 N 63°54'55"W 44.05'
L3 N 25°47'59"E 7.74'
NOTE:
ELEVATIONS BASED ON NAVD 1988. DATUM
101.5 DENOTES SPOT ELEVATION
NORMAL HIGH WATER ELEVATION = 98.93' NAVD 1988. DATUM
CERTIFIED TO:
SHANE AND YESSEENIA MYERS
ADD NORMAL HIGH WATER AND SPOT ELEVATIONS ONLY: 12-18-15
15-2180
JOB NO.: 07-025
DATE:
FIELD: 01-10-07
SIGNED: 01-11-07
DRAWN BY: JWJ
P.C.: RP
REF: 06-3070
LEGEND
CONCRETE
BRICK/PAVERS
REC. - RECOVERED
I.P. - IRON PIPE
C.M. - CONCRETE MONUMENT
RB - REBAR
RAD. - RADIAL
N.R. - NOT RADIAL
(P) - PER PLAT
(M) - AS MEASURED
(D) - PER DESCRIPTION
P.O.L. - POINT ON LINE
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY
PRC - POINT OF REVERSE CURVE
R.P. - RADIUS POINT
R - RADIUS
L - LENGTH OF ARC
CA - CENTRAL ANGLE
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
L.E. - LANDSCAPE EASEMENT
S.E. - SIDEWALK EASEMENT
P.P. - POWER POLE
-X- - CHAIN LINK FENCE
- WOODEN FENCE
This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 F.A.C. pursuant to section 472.027 Florida statutes.
RODNEY W. JACKSON, PSM 6281
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

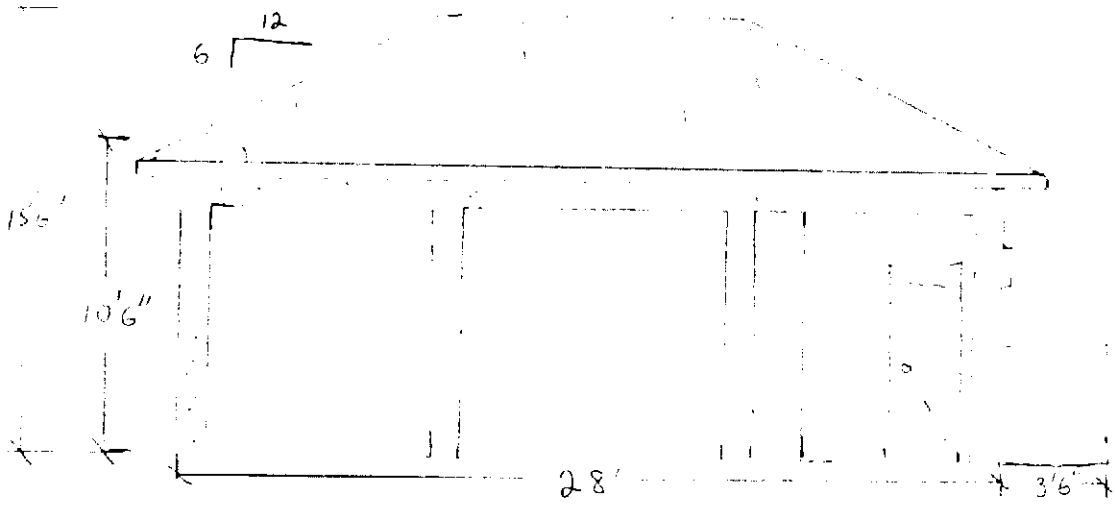
Proposed Site plan
10330 Pocket lane
Orlando, Fl 32836



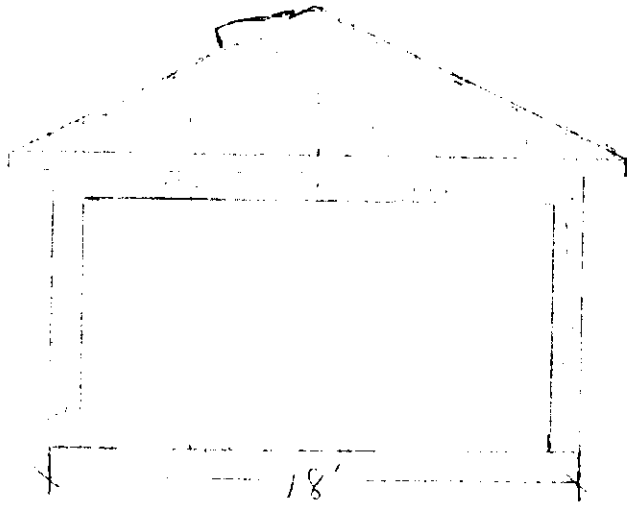
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ORANGE COUNTY
ZONING DIVISION

Myers Pavilion

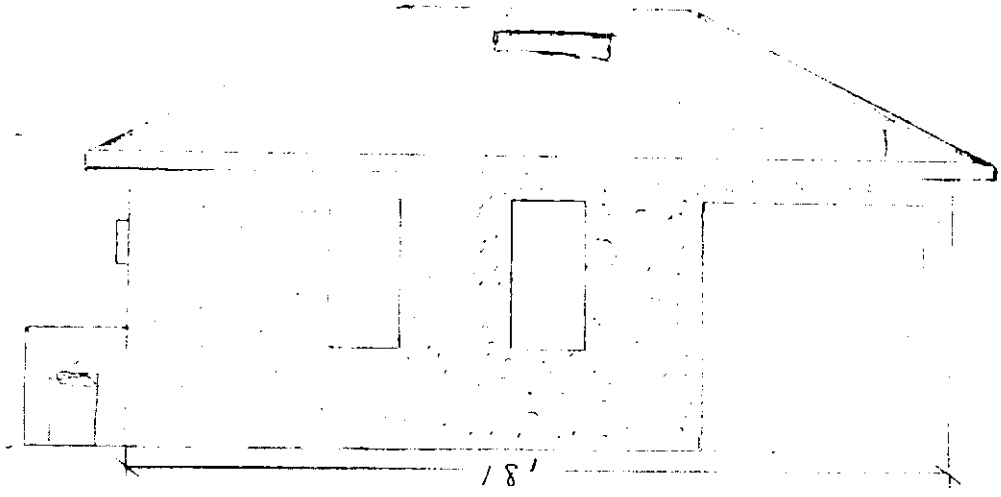
Front Elevation



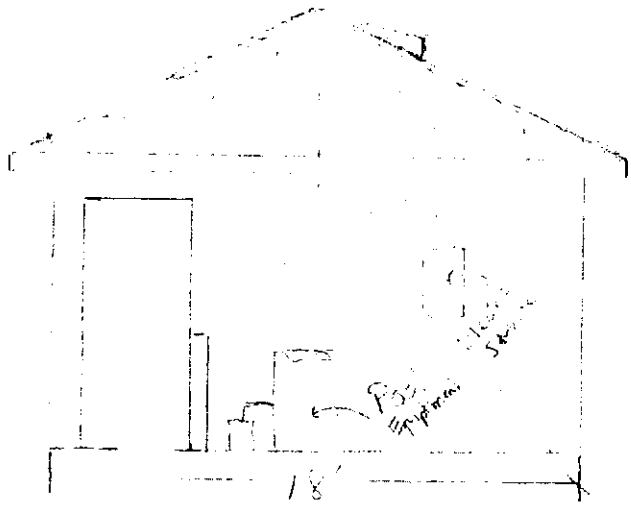
Left Elevation



Rear Elevation



Right Elevation



ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #VA-17-06-042
Orange County Zoning Division
Planner: Marla Molina
Board of Zoning Adjustment
June 1, 2017
Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Jonathan McGrath
REQUEST:	Variances in the R-CE zoning district as follows: 1) To construct detached accessory structure (summer kitchen and bathroom) 20 ft. from the Normal High Water Elevation of Pocket Lake in lieu of 50 ft.; and 2) To construct swimming pool and pool deck 20 ft. from the Normal High Water Elevation of Pocket Lake in lieu of 50 ft. (Note: The property backs up to a canal that leads into Pocket Lake).
LOCATION:	West side of Pocket Lane, west of S. Apopka Vineland Road, south of Kilgore Road
PROPERTY ADDRESS:	10330 Pocket Lane, Orlando, FL 32836
PARCEL ID:	09-24-28-5844-00-398
PUBLIC NOTIFICATION:	29
TRACT SIZE:	1 acre
DISTRICT #:	1
ZONING:	R-CE
EXISTING USE(S):	Single Family Residence
PROPOSED USE(S):	Summer Kitchen and Swimming Pool

SURROUNDING USES: N - Single Family Residences

S - Single Family Residences

E - Single Family Residences

W - Pocket/Fish Lake Canal

STAFF FINDINGS AND ANALYSIS:

1. The applicant is proposing to construct a detached accessory structure (summer kitchen and bathroom) and a swimming pool and pool deck twenty (20) feet from the Normal High Water Elevation of Pocket Lake in lieu of fifty (50) feet. The property backs up to a canal that leads into Pocket Lake.

2. On August 6, 2009, a Variance on the subject property was approved to an enclosed existing detached accessory building (carport) two (2) feet from the side property line in lieu of five (5) feet.

3. Research reveals that variances have been approved for accessory uses on the surrounding lakefront lots. Those variances were for accessory structures in the front yard and a height variance for a fence.

4. The requested variance represents a deviation of sixty percent (60%) from code requirements. Although, the deviation may be extreme, the shape of the lot causes the front setback line to be recessed further into the lot and the canal is creating an extremely large setback from the west property line. The shape of the lot is a hardship on the land.

5. The proposal shows that the applicant has made efforts to design the proposed structure and swimming pool to follow the angle of the rear property line.

6. The proposed structure shall match the principal residence in design and materials.

7. The Environmental Protection Division (EPD) reviewed this request and has no objections.

8. The applicant was advised that if the variances are approved by the Board of County Commissioners, prior to the issuance of a building permit, the property owner is required to record in the official records of Orange County an Indemnification/Hold Harmless Agreement. The applicant is aware that this process may take four (4) to six (6) months to process.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated April 12, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. Approval of this request does not constitute approval of the use of septic tanks and wells. The use of septic tanks and wells shall be in accordance with all applicable regulations;

5. Prior to the issuance of a building permit, the property owner shall record in the official records of Orange County an Indemnification/Hold Harmless Agreement which indemnifies Orange County from any damages caused by flooding and shall inform all interested parties that the structure is no closer than twenty (20) feet from the Normal High Water Elevation of Pocket/Fish Lake Canal;

6. Prior to the issuance of any permits, the applicant shall complete a Conservation Area Determination with the Environmental Protection Division. Any impacts to any conservation areas shall be in accordance with all Orange County regulations; and

7. Prior to the issuance of any permits, the applicant shall obtain a flood plain permit.

cc: Jack McGrath, Applicant
1681 Powell Street
Longwood, Florida 32750

CHRISTIAN LEARNING ACADEMY
SE-17-06-051

REQUEST:	**Special Exception** in the A-1 zoning district to convert existing residence into a private school for up to 40 students, grades K-12. (Note: The applicant wants to convert a residence into 1 classroom building. No new vertical construction is proposed).
ADDRESS:	820 Roger Williams Road, Apopka FL 32703
LOCATION:	West side of Roger WIlliams Rd., north of N. Orange Blossom Tr.
S-T-R:	14-21-28
TRACT SIZE:	4.2 acres
DISTRICT#:	2
LEGAL:	E 318 FT OF S1/2 OF NE1/4 OF NE1/4 OF NW1/4 OF SEC 14-21-28 (LESS N 151.25 FT & LESS S 30 FT & LESS E 30 FT FOR R/W)
PARCEL ID:	14-21-28-0000-00-015 and 14-21-28-0000-00-045
NO. OF NOTICES:	99

DECISION: APPROVED the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (unanimous; 6-0):

1. Development in accordance with site plan dated April 19, 2017 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. A twenty-four (24) inch high evergreen hedge supplemented with evergreen trees twenty-five (25) feet on-center and ten (10) feet tall shall be planted along the north line of Parcel #14-21-28-0000-00-045 and along the east line of same parcel along Roger William Road. Landscaping around the building perimeter shall be in accordance with Chapter 24, Orange County Code. Existing trees and/or vegetation may be used to meet the landscaping requirements;

5. If the school converts to a charter school then all requirements of the new school siting ordinance (Ordinance No. 2017-06) shall be met;

6. No access onto Oakville Lane to the west; and

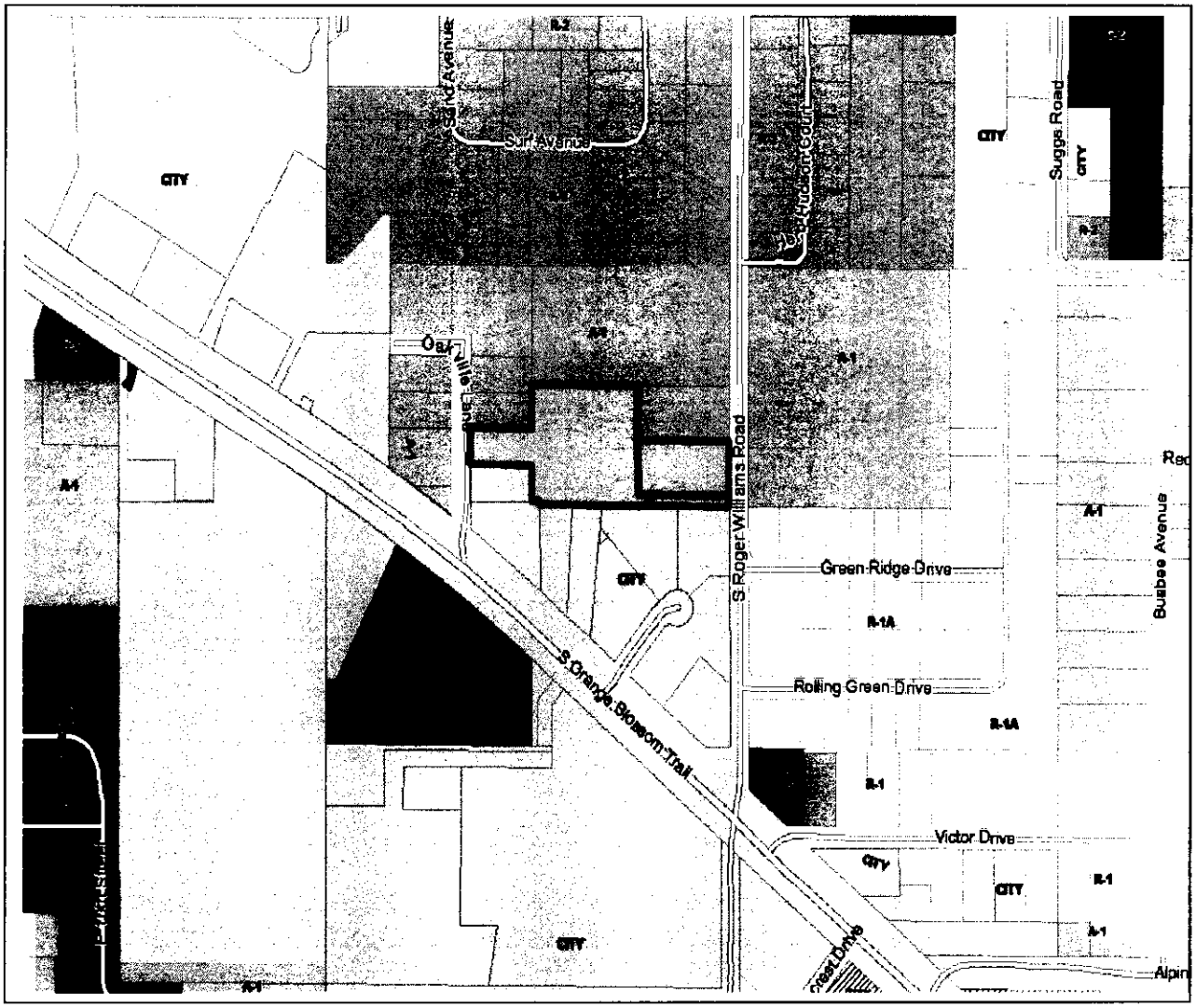
7. Obtain permits within two (2) years or this approval becomes null and void.

SYNOPSIS: The applicant operates a private school adjacent to the north. He owns property adjacent to the south. He wants to convert the old house into a classroom building for up to forty (40) additional students. Additional parking will be provided.

Staff advised the BZA that there is an elementary school located directly across Roger Williams Road and that the neighborhood is already coping with those impacts. Staff supports this request because the proposal is minimal with minor impacts.

The applicant spoke briefly about his request. He agreed with the conditions of approval.

The BZA concluded this request was reasonable and the most impacted property owner submitted a letter of no objection. There was no opposition.



Applicant: Christian Learning Academy

BZA Number: SE-17-06-051

BZA Date: 06/01/2017

District: 2

Sec/Twn/Rge: 14-21-28-NW-B

Tract Size: 4.2 acres

Address: 820 Roger Williams Road, Apopka FL 32703

Location: West side of Roger Williams Rd., north of N. Orange Blossom Tr.

Bravo Engineering, LLC
7221 Aloma Ave, Ste 300
Winter Park, Florida 32792
(407) 252-1671
Chris@BravoEngineeringLLC.Com

April 18, 2017

Orange County Zoning Dept
201 S Rosalind Ave
Orlando, FL 32801

Re: Christian Learning Academy Classroom Bldg Project

Dear County Staff:

Included herewith is a Special Exception application package for the above referenced project. These are partially developed lots located within unincorporated Orange County, at 820 and 830 Roger Williams Rd, between S Orange Blossom Tr and E Semoran Blvd, near Apopka. (Parcel Id No's. 14-21-28-0000-00-015 & 14-21-28-0000-00-045)

Lot 045 is owned by Bryce & Brooke Pfleger. Lot 015 is owned by Pastor Louis Pfleger. The Pflegers are officers of the Christian Learning Academy, Inc. The Christian Learning Academy is a K-12 private school. Its main campus is co-located with Calvary Church of the Nazarene at 750 Roger Williams Rd.

Per the conversations with County staff, both lots are being handled under a single application with Pastor Louis Pfleger as the applicant. A second paper copy is included with this submittal as an exhibit so that all the owners' information is reflected herein.

The proposed improvements affect both parcels, Lots 015 and 045. There is a single-family residential structure and several ancillary structures located on each parcel. According to the Orange County Property Appraiser's webpage, they are as follows:

1) A 2,112 SF Single-Family Residence, constructed in 2001, located on Lot 045. This building is currently being used for residential purposes. The applicant intends to improve this structure and use it as a K-12 classroom building.
2) A 1,992 SF Single-Family Residence, constructed in 1947, located on Lot 015. This building is currently being used for residential purposes. The applicant does not intend to improve this structure at this time, and it will be used for storage until it is approved for another use.

The owner requests a Special Exception to use these properties for a private K-12 school, "Education". The proposed classroom building will be located on Lot 045, but the access to the property will be across lot 015.

The applicant will improve the existing building located on Lot 045. These improvements will include the removal of interior walls to create two (2) instructional rooms and enclosure of existing patios. The gross area will remain unchanged; but, the "living" area will increase from ±1,667 SF to ±1,800 SF. The applicant will improve the existing dirt road located on Lot 015 and provide the necessary site improvements. (i.e. onsite parking, pedestrian connection, retention, landscaping, etc)

Two (2) teachers and a maximum of 40 high school students are proposed to be located in the building. The building will be used Monday through Friday from 7:00 AM to 3:00 PM, from early August until the middle of June, as a classroom. The students will use the grass areas around the building for recess and physical education classes during the aforementioned hours.

The school has a good relationship with the owners of the neighboring properties, and a letter of support from the neighbor located north of the proposed classroom building has been included with this application

package. The school has operated at its current facility for a number of years, and a public elementary school is located directly across the street; so, the proposed improvements are consistent with the current use and the surrounding area.

21 improved parking spaces have been shown on the plan for the new building. The newly improved drive-aisle will enable an emergency vehicle to approach an exterior door without being more than 150' long; therefore, based on my communication with the assistant fire marshal, the fire department is willing to back out of the site without an onsite turn around.

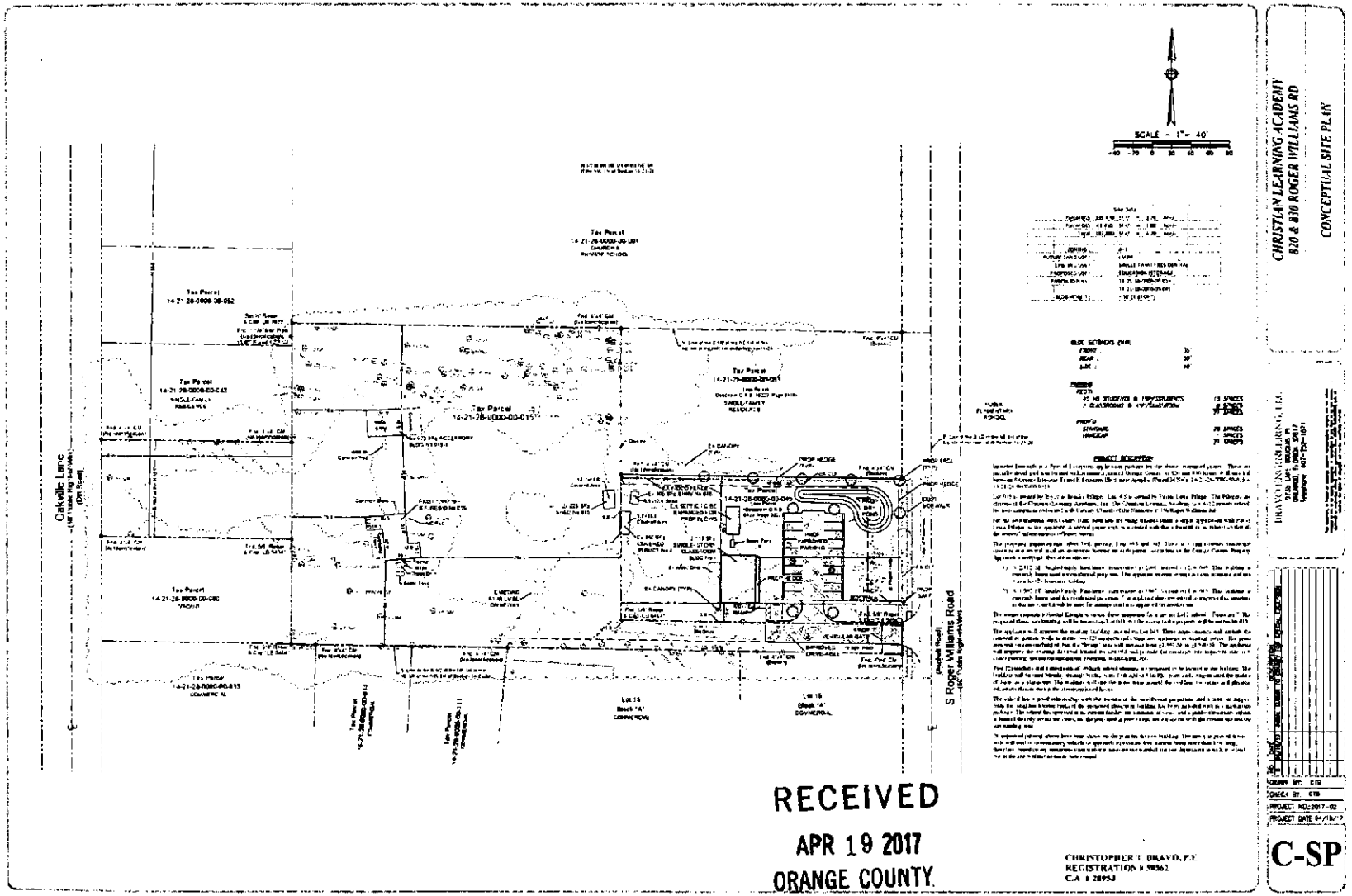
I trust that you'll find the information provided sufficient for you to recommend approval of the requested Special Exception; however, if you have any questions or concerns, please feel free to contact me at your convenience.

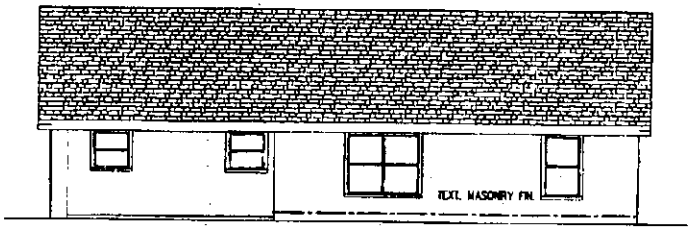
Very truly yours,
Bravo Engineering, LLC

Christopher T. Bravo, P.E.
Project Engineer

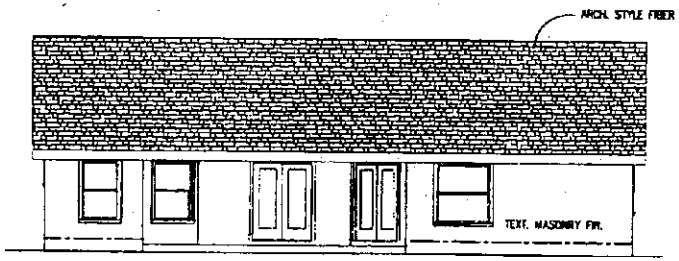
cc: File, Christian Learning Academy

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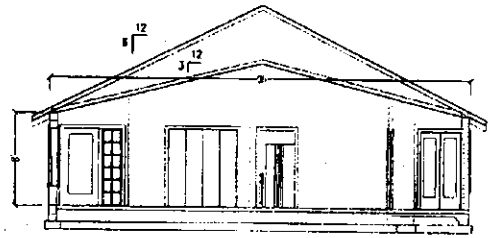

SCALE - 1"= 40'
Oakville Lane
S Roger Williams Road
Tax Parcel
14-21-26-0000-00-015
Tax Parcel
14-21-26-0000-00-001
CHURCH &
PRIVATE SCHOOL
Tax Parcel
14-21-26-0000-00-090
VACANT
Tax Parcel
14-21-26-0000-00-052
Tax Parcel
14-21-26-0000-00-047
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14-21-26-0000-00-015
COMMERCIAL



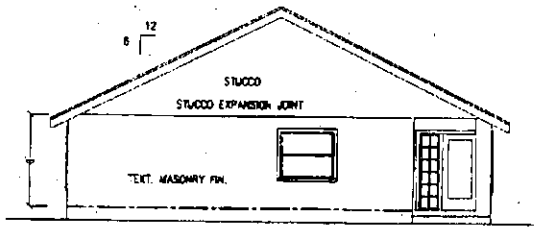
FRONT ELEVATION
SCALE 1/4" = 1'-0"



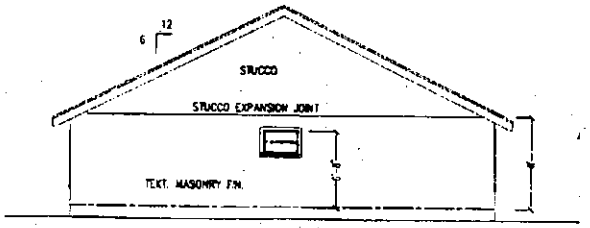
REAR ELEVATION



FULL HOUSE SECTION S1
SCALE 1/4" = 1'-0"



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



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ZONING DIVISION

ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #SE-17-06-051

Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
June 1, 2017
Commission District: 2

GENERAL INFORMATION:

APPLICANT:	Christian Learning Academy
HEARING TYPE:	Board of Zoning Adjustment
REQUEST:	Special Exception in the A-1 zoning district to convert existing residence into a private school for up to 40 students, grades K-12. (Note: The applicant wants to convert a residence into 1 classroom building. No new vertical construction is proposed).
LOCATION:	West side of Roger Williams Rd., north of N. Orange Blossom Tr.
PROPERTY ADDRESS:	820 Roger Williams Road
PARCEL ID:	14-21-28-0000-00-015 14-21-28-0000-00-045
PUBLIC NOTIFICATION:	99
TRACT SIZE:	4.2 acres
DISTRICT #:	2
ZONING:	A-1
EXISTING USE(S):	Single Family Residence
PROPOSED USE(S):	Interior renovations into 2 classrooms for 40 new high school students

SURROUNDING USES: N – Private school owned by applicant
S – Commercial uses
E – Lovell Elementary School
W - Single Family Residences

STAFF FINDINGS AND ANALYSIS:

1. The applicant proposes to incorporate two (2) parcels with the existing school to the north. The name of the school is the Christian Learning Academy. It is a K-12th grade private school. It is not a charter school;

2. The applicant proposes to convert the 2,112 sq. ft. home into two (2) classrooms to accommodate forty (40) additional high school permits. The applicant understands permits are required for these renovations;

3. The applicant is adding twenty-one (21) new parking spaces as well. This meets the parking requirement for the two (2) new classrooms;

4. Access to the new site will be from the adjacent parcel to the south from Roger Williams Road.

5. The most impacted property owner who resides adjacent to both the existing school and proposed instructional classrooms submitted a letter of no objection.

6. Staff has no objection to this request as it is a logical extension of the existing school and the most impacted neighbor submitted a letter of no objection.

7. Staff recommends no access onto Oakville Lane to the west.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated April 19, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or

undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. A twenty-four (24) inch high evergreen hedge supplemented with evergreen trees twenty-five (25) feet on-center and ten (10) feet tall shall be planted along the north line of Parcel #14-21-28-0000-00-045 and along the east line of same parcel along Roger William Road. Landscaping around the building perimeter shall be in accordance with Chapter 24, Orange County Code. Existing trees and/or vegetation may be used to meet the landscaping requirements;

5. If the school converts to a charter school then all requirements of the new school siting ordinance (Ordinance No. 2017-06) shall be met;

6. No access onto Oakville Lane to the west; and

7. Obtain permits within two (2) years or this approval becomes null and void.

cc: Chris Bravo, Applicant's Representative
7221 Aloma Avenue, Suite 300
Winter Park, Florida 32792

GEMMA E. JACKSON
VA-17-06-049

REQUEST:	**Variances** in the R-CE zoning district to construct an accessory use (sports court) as follows: 1) In the front yard in lieu of side or rear yards; and, 2) To allow 10 ft. high fence in lieu of 6 ft. in the front yard. (Note: Proposed multi-sport court includes basketball hoops, two soccer goals, 10 ft. high nylon mesh netting, and a 15 ft. high light pole).
ADDRESS:	9085 Charles E. Limpus Road, Orlando FL 32836
LOCATION:	West side of Charles E. Limpus Rd., south of Darlene Dr.
S-T-R:	09-24-28
TRACT SIZE:	2.61 acres
DISTRICT#:	1
LEGAL:	BEG 869.51 FT N & 102 FT W OF SE COR OF NE1/4 RUN S 68 DEG W 109.75 FT N 1171.38 FT M/L TO N LINE OF S S1/2 OF NE1/4 OF NE1/4 E 102 FT S 1130.89 FT M/L TO POB SEC 09-24-28
PARCEL ID:	09-24-28-0000-00-014
NO. OF NOTICES:	79

DECISION: APPROVED the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous; 6-0):

1. Development in accordance with site plan dated January 14, 2006, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or

undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

4. The light pole shall have down lit fixtures. Light glare shall be directed downward and not out towards adjacent properties; and

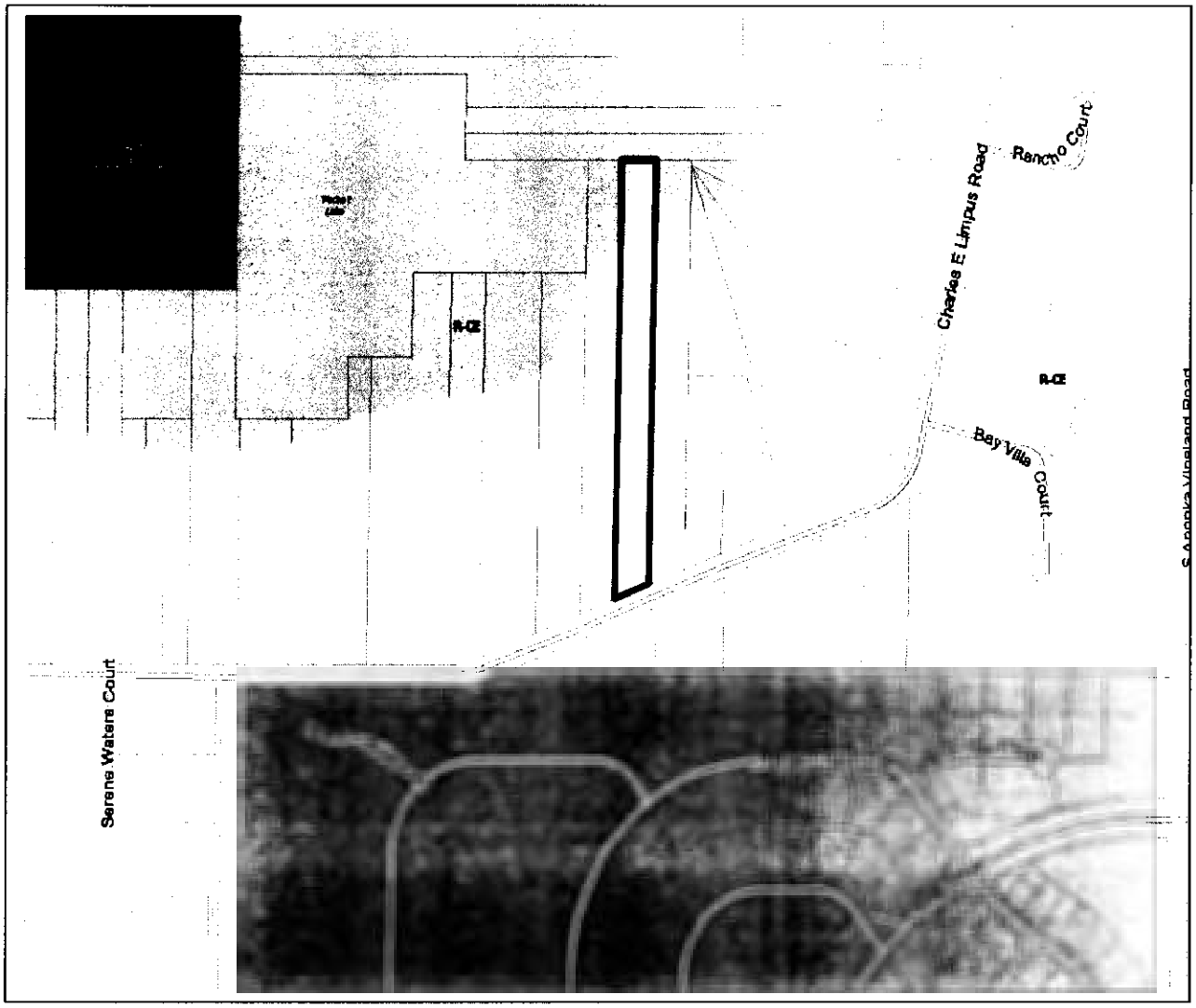
5. For homeowners and their guests use only.

SYNOPSIS: The applicant is proposing to construct an accessory structure (sports court) in the front yard in lieu of the side or rear yards. The proposed multi-sport court includes basketball hoops, two soccer goals, a ten (10) foot high fence (nylon mesh netting) in lieu of six (6) feet, and a fifteen (15) foot high light pole.

Staff gave a brief presentation on the case, addressing the location, site plan, and photographs. Staff noted that multiple and similar variances have been granted on Charles E. Limpus Road. Staff also discussed variances approved for the subject property in 2003.

The applicant was present and agreed with the staff recommendation of approval.

Staff received one (1) commentary in favor and none in opposition. There being no one present to support or oppose the requests, the public hearing was closed.



Applicant: Gemma E. Jackson

BZA Number: VA-17-06-049

BZA Date: 06/01/2017

District: 1

Sec/Twn/Rge: 09-24-28-NE-A

Tract Size: 2.61 acres

Address: 9085 Charles E. Limpus Road, Orlando FL 32836

Location: West side of Charles E. Limpus Rd., south of Darlene Dr.

SPORT COURT.

SPORT COURT OF CENTRAL FLORIDA

888-891-5891
j@sportcourtcfl.com

1965 W Fairbanks ave
Winter Park, FL 32789

April 17, 2017

Orange County Board of Zoning,

The purpose of this project is to build a play area on the front yard, a consistent trend with the homes in the neighborhood. It will be a multi-sport court with a basketball hoop, two soccer goals, and a light pole. Building process should take no longer than ten days, and installers will work between the hours of 7am and 5pm.

This variance request is for the following(3) items:

- Court positioning is 7'1" from east property line (less than 10');
- Nylon netting around the court is 10' high (over 6' height);
- Court location is on the front yard (location of new court).

The proposed court will be a 100' x 40' concrete slab with 2' x 2' extensions on the east and west sides of court for 15' light pole on west extension and 10' high(12'6" at official height) basketball hoop on east extension, and 4' x 12' extensions on the north and south sides of the court for two opposing soccer goals. Total square footage of court: 4104 sq ft.

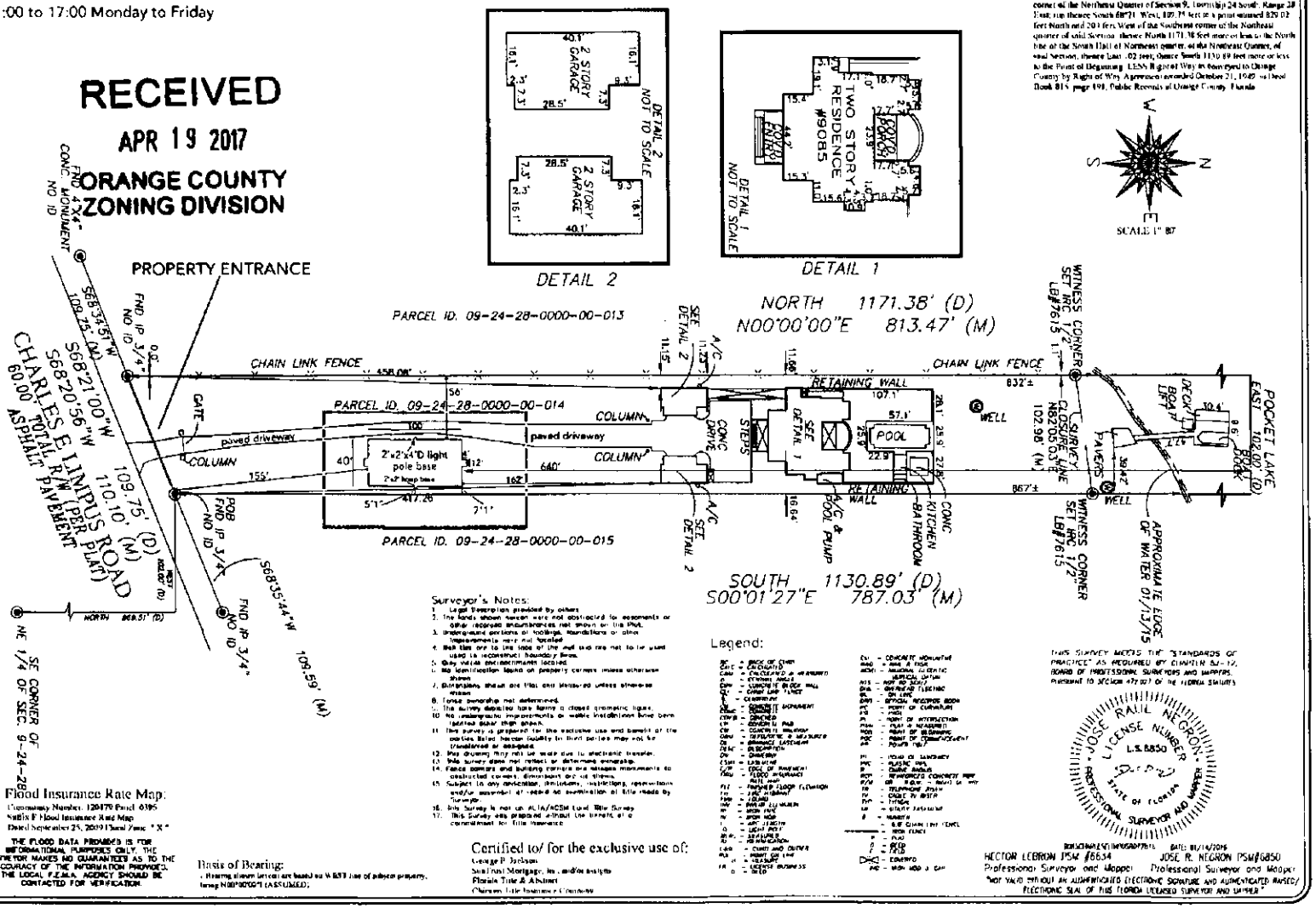
Proposed court to be built on the front yard, 155' away from the street, 162' away from the garage structure, 7'1" away from east property line (5'1" at hoop base), and 56' away from west property line.

Proposed court to have nylon mesh ball containment netting all around the court edges (same dimensions as the court concrete slab) at 10' high. Total linear feet of nylon mesh netting around court: 296 linear ft.

Hours of operation for court project:
07:00 to 17:00 Monday to Friday

BOUNDARY SURVEY

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ORANGE COUNTY
ZONING DIVISION



Legal Description:

Beginning at a point 869.58 feet North and 102 feet West of the Southeast corner of the Northeast Quarter of Section 9, Township 24 South, Range 28 East, run thence South 68°21' West, 109.75 feet to a point situated 829.02 feet North and 203 feet West of the Southeast corner of the Northeast quarter of said Section; thence North 1171.38 feet more or less to the North line of the South Half of Northeast quarter, of the Northeast Quarter, of said Section; thence East 102 feet; thence South 1130.89 feet more or less to the Point of Beginning. LESS Right of Way as conveyed to Orange County by Right of Way Agreement recorded October 21, 1949 in Deed Book 815 page 198, Public Records of Orange County, Florida.

Flood Insurance Rate Map:

Community Number: 120170 Panel: 0195
Suffix F Flood Insurance Rate Map
Dated September 25, 2009 Flood Zone "X"

THE FLOOD DATA PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE INFORMATION PROVIDED. THE LOCAL F.E.M.A. AGENCY SHOULD BE CONTACTED FOR VERIFICATION.

Basis of Bearing:

Bearing shown hereon are based on W.B.T.S. line of adjacent property, being N00°00'00"E (ASSUMED).

Surveyor's Notes:

1. Legal Description provided by others.
2. The lands shown hereon were not abstracted for easements or other recorded encumbrances not shown on this Plat.
3. Underground portions of footings, foundations or other improvements were not located.
4. Bearings are to the east line of the well and are not to be used to reconstruct boundary lines.
5. Only visible encroachments located.
6. Tax Identification found on property corners unless otherwise shown.
7. Dimensions shown are field and measured unless otherwise shown.
8. Fence ownership not determined.
9. The survey depicted here forms a closed geometric figure.
10. No underground improvements or visible installations have been located other than shown.
11. This survey is prepared for the exclusive use and benefit of the parties listed hereon solely in their parties may not be transferred or assigned.
12. This drawing may not be used due to electronic transfer.
13. This survey does not reflect or determine ownership.
14. Fence corners and building corners are average measurements to constructed corners. Encroachment are as shown.
15. Subject to any restrictions, limitations, reservations and/or easements of record as examination of title deeds by Surveyor.
16. This Survey is not an ALTA/ACSM Land Title Survey.
17. This Survey was prepared without the benefit of a commitment for title insurance.

Certified to/ for the exclusive use of:

George P. Jackson
SunTrust Mortgage, Inc. and/or assigns
Florida Title & Abstract
Chicago Title Insurance Company

Legend:

This survey meets the "Standards of Practice" as required by Chapter 5J-17, Board of Professional Surveyors and Mappers, pursuant to Section 472.027 of the Florida Statutes.

JOSE RAUL NEGRON
LICENSE NUMBER
L.S. 6850
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

BOUNDARY/SETIMPROVEMENTS DATE: 01/14/2016

HECTOR LEBRON PSM #6634
Professional Surveyor and Mapper

JOSE R. NEGRON PSM#6850
Professional Surveyor and Mapper

"NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED RAISED/ELECTRONIC SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER"

LEB/ON & OUP
SURVEYING AND MAPPING, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 7615

ADDRESS: 8085 CHARLES E. LIMPUS ROAD ORLANDO, FLORIDA 32836

BOUNDARY SURVEY

SCALE: 1" 80'
DATE: 01-14-2016
FIELD: 01-13-2016
DRAWN: SDH
CHECKED: JRN
JOB NO: 28-2016

ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #VA-17-06-049

Orange County Zoning Division
Planner: Marla Molina
Board of Zoning Adjustment
June 1, 2017
Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Gemma E. Jackson
REQUEST:	Variances in the R-CE zoning district to construct an accessory use (sports court) as follows: 1) In the front yard in lieu of side or rear yards; and, 2) To allow 10 ft. high fence in lieu of 6 ft. in the front yard. (Note: Proposed multi-sport court includes basketball hoops, two soccer goals, 10 ft. high nylon mesh netting and a 15 ft. high light pole).
LOCATION:	West side of Charles E. Limpus Rd., south of Darlene Dr.
PROPERTY ADDRESS:	9085 Charles E. Limpus Road, Orlando, FL
PARCEL ID:	09-24-28-0000-00-014
PUBLIC NOTIFICATION:	79
TRACT SIZE:	2.61 acres
DISTRICT #:	1
ZONING:	R-CE
EXISTING USE(S):	Single Family Residence
PROPOSED USE(S):	Sports Court
SURROUNDING USES:	N - Pocket Lake S - ROW/Single Family Residence E - Single Family Residence W - Single Family Residence

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting to construct an accessory structure (sports court) in front yard in lieu of side or rear yards. The proposed multi-sport court includes basketball hoops, two (2) soccer goals, a ten (10) foot high fence (nylon mesh netting) in lieu of six (6) feet, and a fifteen (15) foot high light pole.

2. The location of the proposed accessory use makes the most sense because there is more open space in the front yard than in the rear yard or side yards. In addition, the sports court is approximately 155 feet from the front property line. Adjacent property owners will be not impacted.

3. Staff visited the site and supports this request. The BZA has approved several accessory uses throughout this neighborhood. They include tennis court, a guest house, a garage, and a pool cabana.

4. On November 3, 2003, the following Variances were approved for subject property:

   (a) Construct single family residence 48 feet in height in lieu of 35 feet;

   (b) Allow three (3) detached accessory buildings (a two-story (2) garage/storage/playrooms and one (1) cabana with bathroom and outdoor kitchen) with cumulative square footage of 2,900 sq. ft. in lieu of 500 sq. ft.; and,

   (c) Allow two (2) detached accessory buildings (garage/storage/playroom) as follows:

      a. In front of principal structure in lieu of side or rear;
      b. Two (2) stories in height in lieu of one (1) story; and,
      c. 29 ft. in height in lieu of 15 ft.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated January 14, 2006, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

4. The light pole shall have down lit fixtures. Light glare shall be directed downward and not out towards adjacent properties; and

5. For homeowners and their guests use only.

cc: Tiago K. Azevedo, Applicant's Representative
1965 W. Fairbanks Avenue
Winter Park, Florida 32789

Gemma E. Jackson, Applicant
9085 Charles E. Limpus Road
Orlando Florida 32836

MARK NASRALLAH
SE-17-06-047

REQUEST:	**Special Exception** in the R-CE-C zoning district to construct a 1,060 sq. ft. attached Accessory Dwelling Unit (ADU) for applicant's parents.
ADDRESS:	3401 Chaine Du Lac Blvd., Windermere FL 34786
LOCATION:	Southwest corner of Chaine Du Lac Blvd., and Lake Butler Blvd.
S-T-R:	12-23-27
TRACT SIZE:	1 acre
DISTRICT#:	1
LEGAL:	CHAINE DU LAC 27/60 LOT 10 (LESS PT TAKEN N/K/A PARK AVE WEST PB69 PG59)
PARCEL ID:	12-23-27-1306-00-100
NO. OF NOTICES:	46

DECISION: APPROVED the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; further, said approval is subject to the following conditions (unanimous; 6-0):

1. Development in accordance with site plan dated April 18, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and

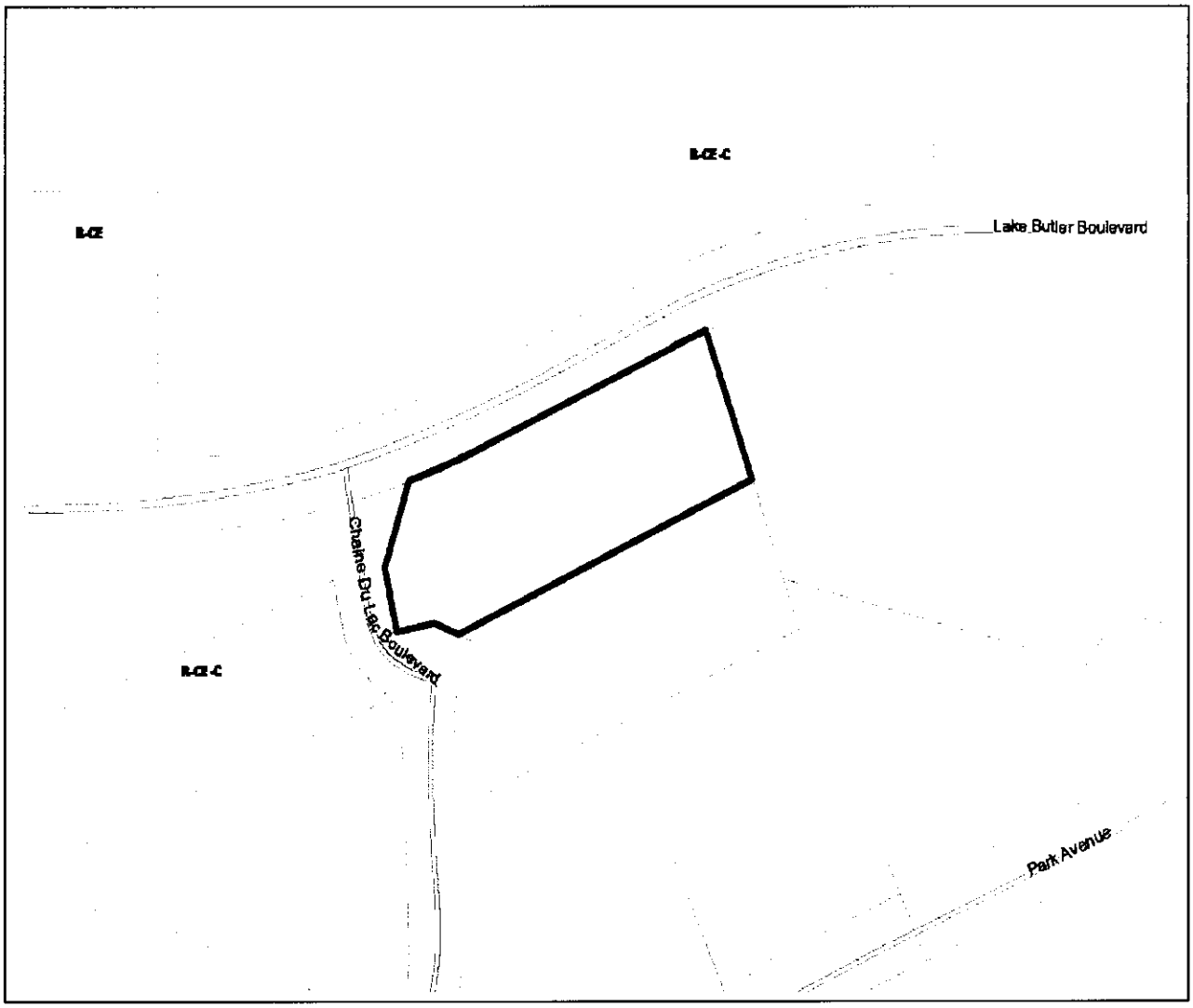
4. The Accessory Dwelling Unit (ADU) shall be occupied by an immediate family member for a minimum of three (3) years. The ADU may be occupied by a nonrelative three (3) years after being initially occupied by a relative or after the relative has died, whichever occurs first.

SYNOPSIS: The applicant is proposing a 6,900 sq. ft. home. He wants to add a 1,060 sq. ft. Accessory Dwelling Unit (ADU) inside of the new home.

Staff advised the BZA that the new home will blend in with the other homes in the area and the proposed ADU will not be visible from the outside.

The applicant addressed the BZA and indicated the ADU was for relatives.

The BZA concluded the request was reasonable and met the criteria for an ADU. There was no opposition at the hearing.



Applicant: Mark Nasrallah

BZA Number: SE-17-06-047

BZA Date: 06/01/2017

District: 1

Sec/Twn/Rge: 12-23-27-SE-D,12-23-27-NE-A

Tract Size: 1 acre

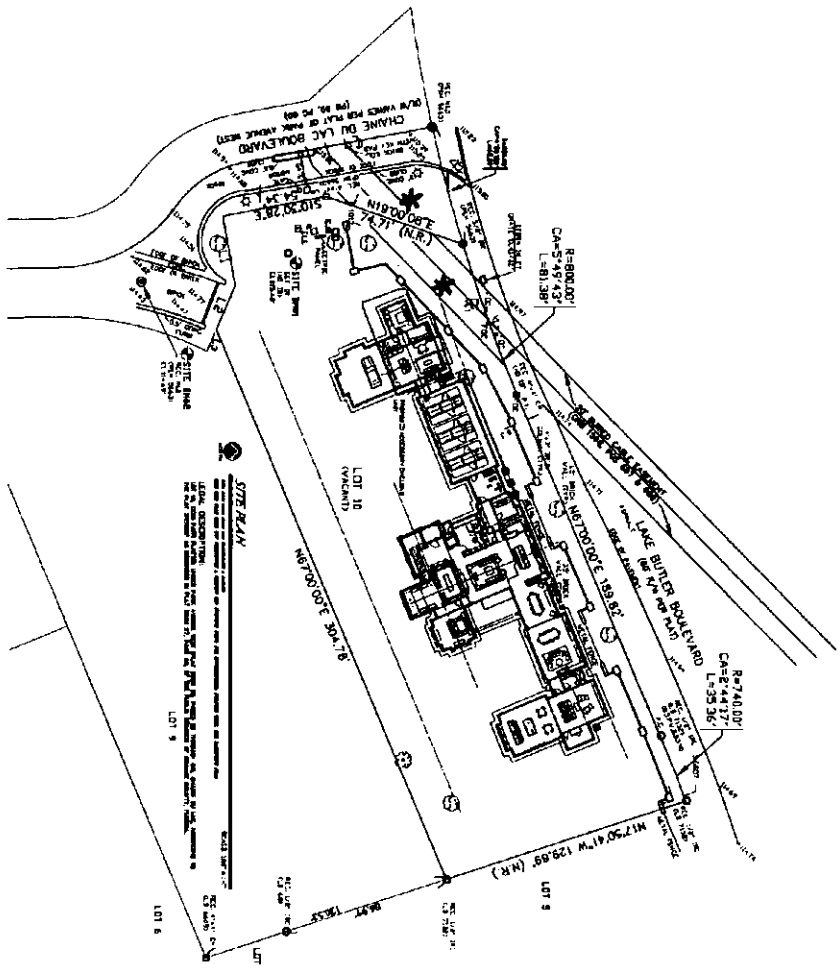
Address: 3401 Chaine Du Lac Blvd., Windermere FL 34786

Location: Southwest corner of Chaine Du Lac Blvd., and Lake Butler Blvd.

RECEIVED
APR 18 2017
ORANGE COUNTY
ZONING DIVISION
SECOND FLOOR PLAN
FIRST FLOOR PLAN
NASRALLAH

RECEIVED
APR 18 2017
ORANGE COUNTY
ZONING DIVISION
PROPOSED ACCESSORY DWELLING UNIT
2017-04-17 Special Exception Request
The Davis Family
NASRALLAH
Architectural Group Inc

RECEIVED
APR 18 2017
ORANGE COUNTY
ZONING DIVISION



2017-04-47 Special Exception Request

The Dando Family

NASRALLAH
Architectural Group Inc

NASRALLAH

April 17, 2017

Board of Zoning Adjustment
Orange County Zoning Division
201 S. Rosalind Ave
Orlando, Fl. 32802

Re: Special Exception – Accessory Dwelling Unit

To whom it may concern

I am the Authorized Agent for the lot owners of 3401 Chaine du Lac Blvd., Windermere, Fl. Whom would like to request a Special Exception to construct an Accessory Dwelling Unit within a Single Family Residence for guest and family members. The proposed A.D.U. is approx.. 1060 sq. ft and is attached to the main house which is approx.. 6900 square feet. Please note that this is not intended for rental and there will NOT be a separate electric meter.

The proposed home is located within the gated subdivision of Chaine du Lac and within this development there are other home(s) with similar secondary kitchen facilities that are provided within attached and detached guest suites.

Respectfully Submitted

Mark P Nasrallah

Digitally signed by Mark P Nasrallah
DN: c=US, o=IdenTrust ACES Business Representative, ou=Nasrallah Architectural Group Inc, cn=Mark P Nasrallah, 0.9.2342.19200300.100.1.1=A01097C000001548104798300012BF8
Date: 2017.04.18 13:28:12 -04'00'

Mark Nasrallah
Architect
Authorized Agent for Samuel & Candice Davis

RECEIVED
APR 18 2017
ORANGE COUNTY
ZONING DIVISION

3920 Edgewater Drive . Suite 101 . Orlando, FL 32804 . t: 407.647.0938 . f:407.647.2499 . www.nasrallah.com
AA26001471 . IB26000992 . C31454

ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #SE-17-06-047

Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
June 1, 2017
Commission District: 1

GENERAL INFORMATION:

APPLICANT:	Mark Nasrallah
HEARING TYPE:	Board of Zoning Adjustment
REQUEST:	Special Exception in the R-CE-C zoning district to construct a 1,060 sq. ft. attached Accessory Dwelling Unit (ADU) for applicant's parents.
LOCATION:	Southwest corner of Chaine Du Lac Blvd., and Lake Butler Blvd.
PROPERTY ADDRESS:	3401 Chaine Du Lac Blvd.
PARCEL ID:	12-23-27-1306-00-100
PUBLIC NOTIFICATION:	46
TRACT SIZE:	1 acre
DISTRICT #:	1
ZONING:	R-CE-C
EXISTING USE(S):	Vacant
PROPOSED USE(S):	Single Family Residence with attached Accessory Dwelling Unit (ADU)
SURROUNDING USES:	The site is surrounded by 1 acre single family residential zoned lots.

STAFF FINDINGS AND ANALYSIS:

1. The applicant is proposing a 6,900 gross sq. ft. single family residence. He wants to add an Accessory Dwelling Unit (ADU) inside the new home. It will contain approximately 1,060 sq. ft.

2. This request is typical for the homes constructed in this subdivision.

3. The applicant has no intentions to rent this out.

4. For all practical purposes the proposed ADU will be inside the main house and will not be visible from the outside. Staff has no objections to the request as it is consistent with the development trend of this subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated April 18, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard; and

4. The Accessory Dwelling Unit (ADU) shall be occupied by an immediate family member for a minimum of three (3) years. The ADU may be occupied by a nonrelative three (3) years after being initially occupied by a relative or after the relative has died, whichever occurs first.

cc: Mark Nasrallah, Applicant, 3920 Edgewater Drive, Orlando, FL 32804

LIVING WORD CHURCH
SE-17-06-046

REQUEST:	**Special Exception** and **Variance** in the R-3 and A-2 zoning districts as follows: 1) Special Exception: To place a 4,480+/- sq. ft. modular unit on the property to be used as a private school for up to 140 students, Grades K-8; and, 2) Variance: To permit grassed parking and driving aisle in lieu of paved. (Note: The property is approved for child care and religious use sanctuary. There are two residences on the property. One of the residences is being used for storage. The request is to construct a 4,480 sq. ft. structure to be used as a classroom building).
ADDRESS:	653 E. Wetherbee Road, Orlando FL 32824
LOCATION:	North side of E. Wetherbee Road, approximately 1/2 mile east of Landstar Boulevard.
S-T-R:	13-24-29
TRACT SIZE:	6,660 x 625
DISTRICT#:	4
LEGAL:	PLAN OF BLK T PROSPER COLONY D/113 LOTS 118 & 119
PARCEL ID:	13-24-29-7268-01-180
NO. OF NOTICES:	62

DECISION: APPROVED the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and, **APPROVED** the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions as amended (unanimous; 6-0):

1. Development in accordance with site plan dated April 14, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain

requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. Construction plans shall be submitted within three (3) years or this approval becomes null and void;

5. There shall be no impacts or encroachments to any Orange County Conservation Areas unless approved by Orange County;

6. Allow grassed parking and driving aisle in lieu of paved. However, handicapped spaces and associated drive aisles shall be paved;

7. The project shall comply with Article XVI of Chapter 9 of the Orange County Code, Exterior Lighting Standards;

8. There shall be no more than four (4) outdoor special events per calendar year between the hours of 8:00 a.m. to 9:00 p.m. The use of outdoor amplified sound and music is prohibited. All outdoor special events shall be reviewed and approved by the Orange County Fire Marshal's Office. The applicant shall submit applications/plans to the Fire Marshal's Office a minimum of thirty (30) days prior to the date of each event;

9. Any expansions of the use shall require BZA approval;

10. Signage shall be in accordance with 31.5, Orange County Code;

11. Development shall comply with Chapter 24 (Landscaping) except where conflicts exist. In the event there is a conflict between Chapter 24 and the site plan, the provisions of Chapter 24 shall prevail;

12. All overflow parking shall be contained on the subject site, and shall not be located in any required landscape areas, buffers, and yards. No off-site parking on adjacent lots shall be permitted. No parking shall encroach into any Conservation Areas. No parking shall take place in East Wetherbee Road right-of-way;

13. Capacity in the modular classroom area shall be limited to 140 persons per the site plan. Any expansion shall require approval by the BZA;

14. The building shall be finished in muted earth tones;

15. Modular unit approval is valid for up to five (5) years. After that the applicant is required to submit a structural report to the Zoning Division for review and approval. If the report shows the modular unit is safe to occupy the Zoning Manager may grant an extension of the modular unit approval. Otherwise, the applicant may apply to the BZA for an extension beyond the initial five (5) years; and

16. The school shall have a maximum of 350 students.

SYNOPSIS: The applicant is requesting to add 4,480 sq. ft. modular unit on the property to be used as a private school for up to 140 students, grades K-8th; and, a Variance to permit grassed parking and driving aisle in lieu of paved.

Staff gave a brief analysis of the existing uses and the surrounding uses, noting Wetherbee Elementary School to the east of the subject property. The BZA discussed the possible traffic issues.

The applicant and the applicant's representative spoke and notified the BZA that the school drop-off and pick-up times are staggered from Wetherbee Elementary School. The BZA requested that the applicant submit a structural report of the proposed modular unit after five (5) years for a Zoning Manager Determination to make sure that the modular unit meets all codes. Also, the BZA discussed the number of students currently enrolled and the request for an additional 140 students. A condition was added to address that the school has a maximum of 350 students enrolled. The applicant agreed with the staff recommendation and conditions.

Staff received one (1) commentary in favor of the application and two (2) in opposition. There being no one present to support or oppose the request, the public hearing was closed.



Applicant: Living Word Church

BZA Number: SE-17-06-046

BZA Date: 06/01/2017

District: 4

Sec/Twn/Rge: 13-24-29-SE-D

Tract Size: 6,660 x 625

Address: 653 E. Wetherbee Road, Orlando FL 32824

Location: North side of E. Wetherbee Road, approximately 1/2 mile east of Landstar Boulevard.

Bravo Engineering, LLC
7221 Aloma Ave, Ste 300
Winter Park, Florida 32792
(407) 252-1671
Chris@BravoEngineeringLLC.Com

April 13, 2017

Orange County Zoning Dept
201 S Rosalind Ave
Orlando, FL 32801

Re: Living Word Academy Classroom Bldg Project

Dear County Staff:

Included herewith is a Special Exception and Variance application package for the above referenced project. This is an existing site located within unincorporated Orange County, at 653 E Wetherbee Rd, just east of Landstar Rd, near Orlando. (Parcel Id No. 13-24-29-7268-01-180)

There are currently five (5) buildings located on the site. According to the Orange County Property Appraiser's webpage, they are as follows:

1) A 2,076 SF Manufactured Home, constructed in 1985. This building is currently being used for residential purposes.
2) A 13,982 SF Commercial/Religious Bldg, constructed in 1998. This is the church's sanctuary and is approved for Assembly and Child Care.
3) A 1,200 SF Single-Family Residence, constructed in 1979. This building is currently being used primarily for storage.
4) A 10,944 SF Commercial/Child Care Center, constructed in 2002. This building is currently being used for child care.
5) A 4,071 SF Commercial/Modular Office Bldg, constructed in 2008. This is the administrative building for the church.

The applicant requests a Special Exception to use the property for a private school for up to 140 students, grades K-8, in a 4,480+/- SF modular classroom, Building No 6, with ancillary site improvements. The proposed uses in the new building are to include "Education", "Child Care", and "Assembly". The proposed classroom building will be located on the currently fenced in playground area north of the Sanctuary.

Building No 6 will include seven (7) instructional rooms with seven (7) faculty and staff. There will be a maximum of 140 elementary and middle school students in the building. The building will be used Monday through Friday from 8:00 AM to 3:00 PM, from early August until the middle of June, as a classroom and Wednesday from 7:00 PM to 8:30 PM & Sundays from 9:00 AM to noon, year round, as a Sunday school classroom. The students will use the existing playgrounds for recess and physical education classes during the aforementioned hours.

The church has a good relationship with the owners of the neighboring properties, and there are no homes immediately adjacent to the church property. A child care facility has operated at this location for a number of years, and a public elementary school is located one block east of the site; so, the proposed improvements are consistent with the current use and the surrounding area.

County Staff
Orange County

April 13, 2017

The applicant also requests that the existing manufactured home, Building No 1, may remain as a residence, and the existing single-family residence, Building No 3, may be used for storage. No changes are requested for Buildings No 2, 4, & 5.

Additionally, the applicant requests a variance to continue using grass parking and grass drive-aisles. The parking for the existing uses had previously been approved. Never the less, the parking calculations on the attached Conceptual Site Plan show a sufficient quantity of new and existing parking for all uses.

28 new standard parking spaces have been shown on the plan for the new building. A stabilized emergency access aisle had previously been provided near the southwest corner of the Admin Building, but the new drive-aisle will enable an emergency vehicle to approach exterior doors without its continued use.

I trust that you'll find this information provided sufficient for you to recommend approval of the requested Special Exception; however, if you have any questions or concerns, please feel free to contact me at your convenience.

Very truly yours,
Bravo Engineering, LLC

Christopher T. Bravo, P.E.
Project Engineer

cc: File, Living Word Academy

THE LIVING WORD ACADEMY CLASSROOM PROJ
(LIVING WORD CHURCH/PALABRA VIVA ASAMBLEAS)
ORANGE COUNTY, FLORIDA
CONCEPTUAL SITE PLAN
SEC 13, TWN 24S, RNG 29E

Sunshine811.com

• PROJECT TEAM

OWNER :
PALABRA VIVA ASAMBLEAS *DE* DIOS INC
653 WETHERBEE RD
ORLANDO, FLORIDA 32824
(407) 851-4484
PASTOR ABNER AMORNO

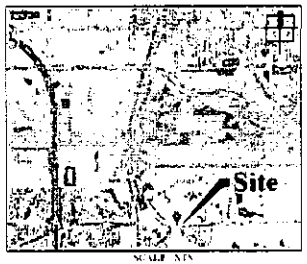
ENGINEER :
THE BRAVO ENGINEERING, LLC
9235 LAKE DOUGLAS PL
ORLANDO, FLORIDA 32817
(407) 252-1671
CHRIS BRAVO

GENERAL CONTRACTOR :
MODULAR BUILDING SYSTEMS INTERNATIONAL, LLC
611 EAST HIGHWAY 50, STE 326
CLERMONT, FLORIDA 34711
(407) 905-9985
PATRICIA BERK

SURVEYOR :
McMAHON SURVEYORS, INC
655 WEST FULTON ST, STE 9
SANFORD, FLORIDA 32771
(407) 328-7201
TOM McMAHON

LANDSCAPE ARCHITECT :
LANDSCAPE DYNAMICS CF
P.O. BOX 3852
WINTER PARK, FLORIDA 32790
(407) 574-1811
RANDY BUCHANAN

• LOCATION MAP



SCALE: N.T.S.

• LEGAL DESCRIPTION

(as provided by the Client)

LOTS 118 AND 119, PLAN OF BLOCK "T", PROSPER COLONY, AS RECORDED IN PLAT BOOK "D" PAGE 103, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

• SHEET INDEX

SHEET NO.	TITLE
C0.0	COVER SHEET
C1.0	EXISTING CONDITION PLAN
C2.0	CONCEPTUAL SITE PLAN
L-1	LANDSCAPE PLAN

• NOTES

- NEW IMPERVIOUS AREA CONSTITUES A DE MINIMIS INCREASE IN TOTAL IMPERVIOUS AREA, OVER THE AMOUNT OF IMPERVIOUS AREA AND TOTAL BASIN AREA IN THE APPROVED MASTER DRAINAGE SYSTEM; THEREFORE, NO ADDITIONAL RETENTION IS REQUIRED FOR THIS PROJECT.
- THE STUDENTS AND TEACHERS TO BE LOCATED IN THE NEW CLASSROOM BUILDING ARE CURRENTLY LOCATED IN THE SANCTUARY BUILDING. NO NEW EMPLOYEES OR STUDENTS ARE BEING ADDED TO THE SITE AS A RESULT OF THE PROPOSED IMPROVEMENTS; THEREFORE, THERE IS NO ANTICIPATED INCERASE IN TRIPS OR WATER USAGE.

• SERVICE INFORMATION

WATER ORLANDO UTILITIES COMM (407) 423-9100	**SEWER** ORANGE COUNTY UTILITIES (407) 254-9700
ELECTRIC	**SOLID WASTE, FIRE AND POLICE PROTECTION**
TELEPHONE	

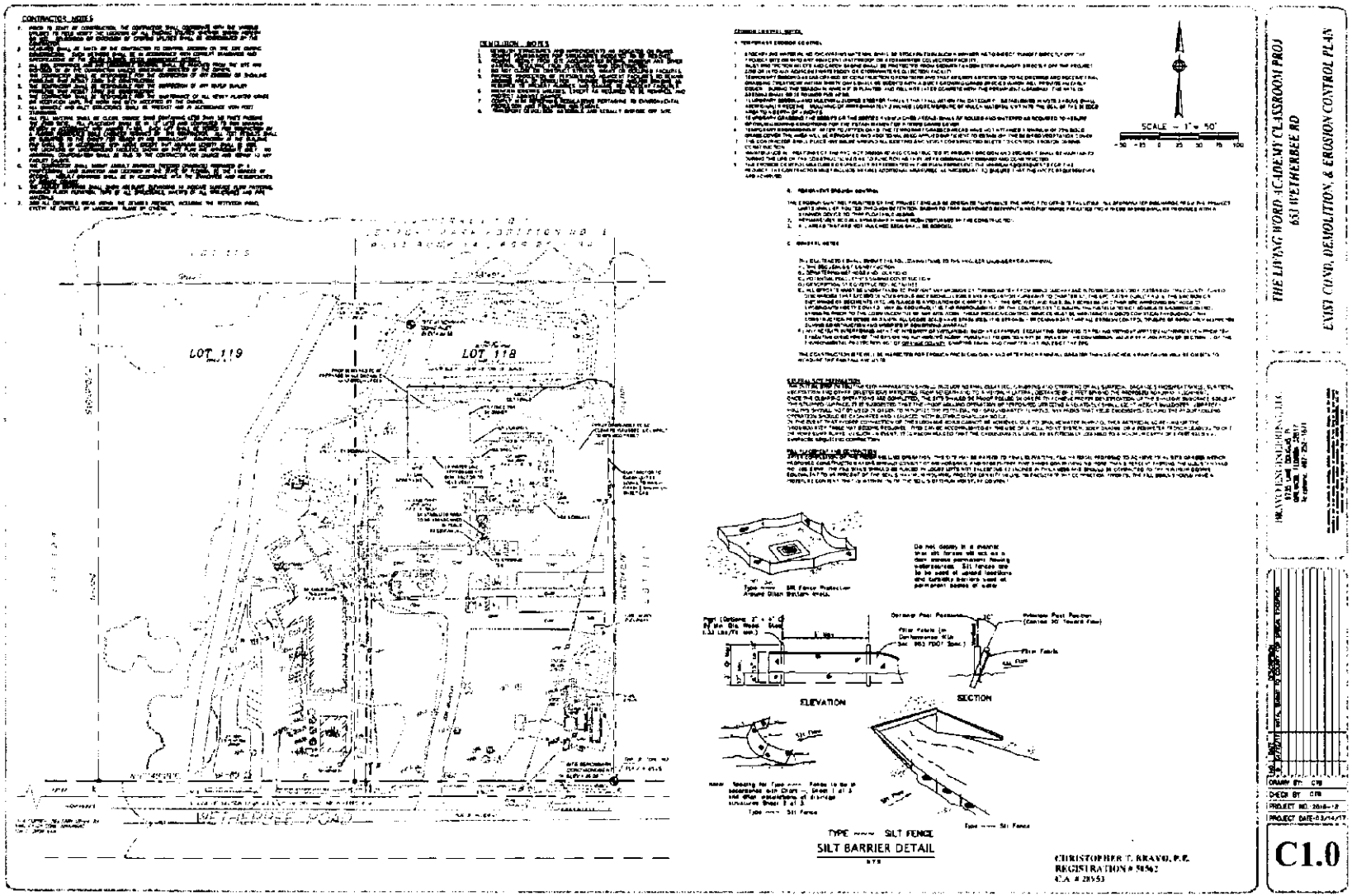
CHRISTOPHER T. BRAVO, P.E.
REGISTRATION # 58562
C.A. # 28953

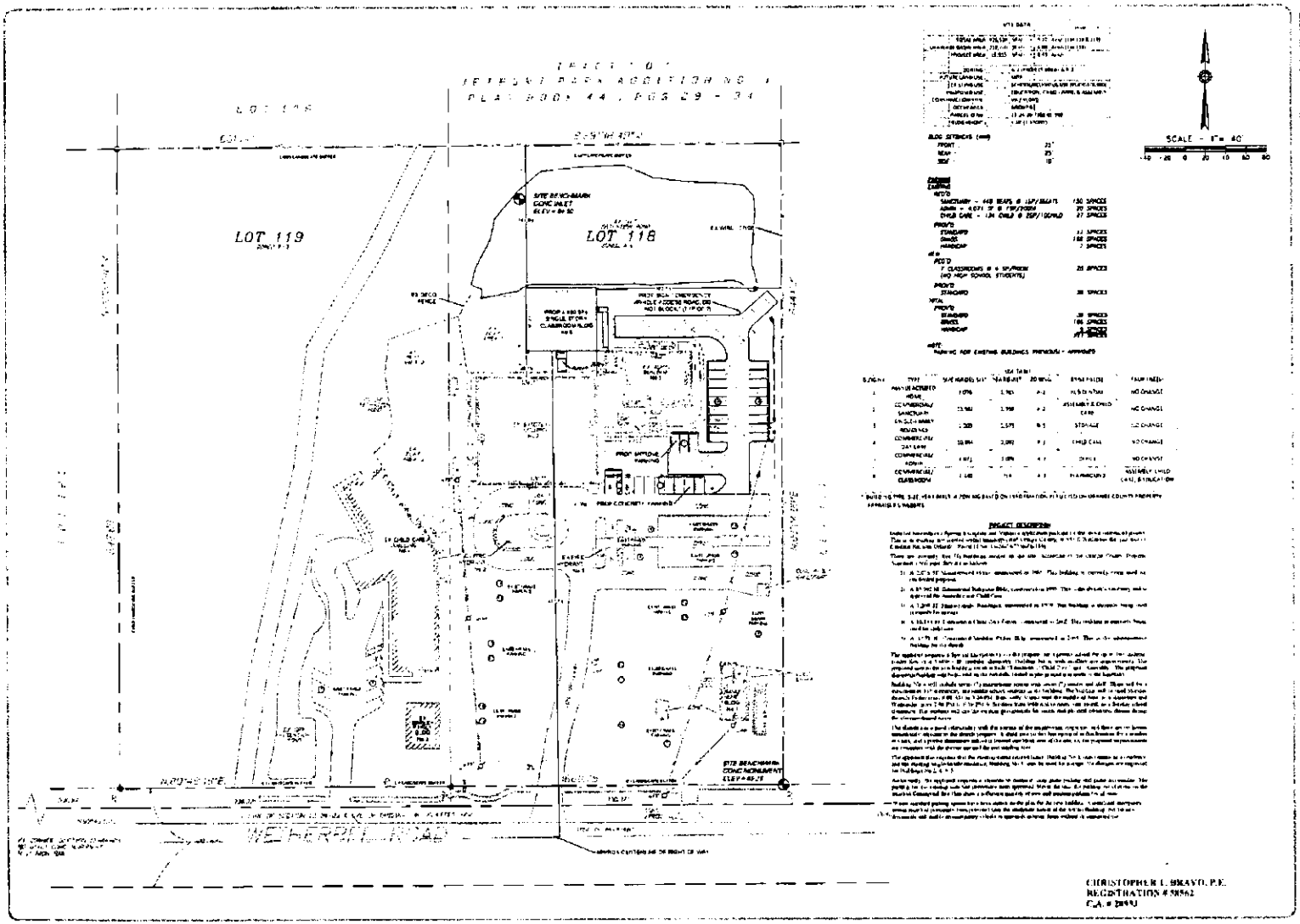
THE LIVING WORD ACADEMY CLASSROOM PROJ
653 WETHERBEE RD
COVER SHEET

THE BRAVO ENGINEERING, LLC
9235 LAKE DOUGLAS PL
ORLANDO, FL 32817
(407) 252-1671

DRAWN BY: CTB
CHECK BY: CTB
PROJECT NO: 2014-13
PROJECT DATE: 09/15/17

C0.0

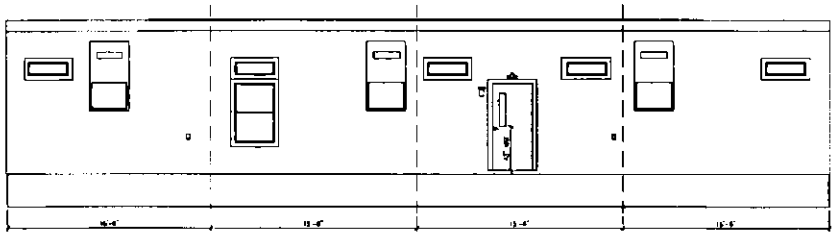

CONTRACTOR NOTES
DEMOLITION NOTES
LOT 119
LOT 118
SCALE - 1" = 50'
ELEVATION
SECTION
TYPE ~~~ SILT FENCE
SILT BARRIER DETAIL
CHRISTOPHER T. BRAVO, P.E.
REGISTRATION # 90562
C.A. # 28953
THE LIVING WORD ACADEMY CLASSROOM PROJ
651 WETHERBEE RD
EXIST COND, DEMOLITION, & EROSION CONTROL PLAN
DRAWN BY: CTB
CHECK BY: CTB
C1.0



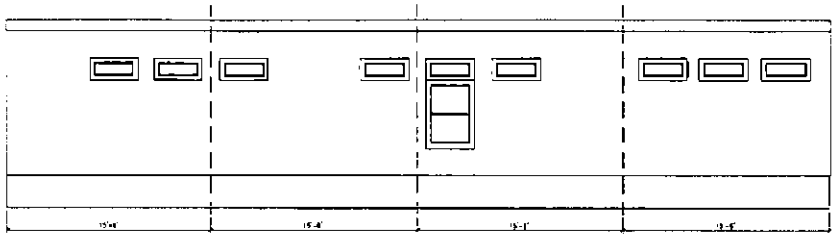
THE LIVING WORD ACADEMY CLASSROOM PROJ
633 WETHERBEE RD
CONCEPTUAL SITE PLAN

C2.0

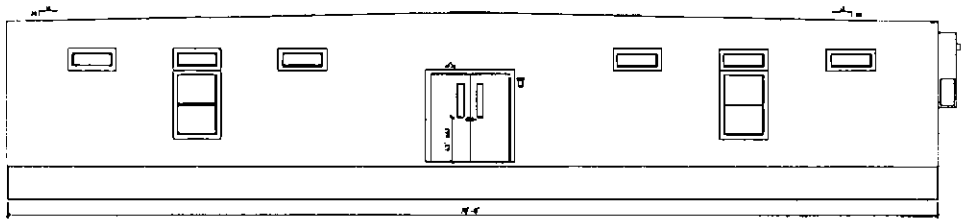
Landscape Plan
Living Word Academy Classroom Project
Orange County, Florida
LANDSCAPE ARCHITECTS AND PLANNERS
Living Word Academy
Clarcona, FL 32834
KEY MAP - SCALE: NTS
GRAPHIC SCALE
LOT 118
ZONED - PD
SETBACK LINE
EX. ADMIN. BUILDING
EX. SANCTUARY
BLDG NO. 1 PROPOSED 2 STORY MASONRY CLASSROOM
EX. OAKS TO BE REMOVED
Plant List - Living Word Academy Classroom Project
SPECIFICATIONS
BOTANICAL
COMMON
Pistacia chinensis
Chinese Pistache
Quercus virginiana
Live Oak
Ulmus parvifolia
Drake Elm
Sabal palmetto
Cabbage Palm
Ligustrum japonicum
Wax Ligustrum
Viburnum odoratissimum
Sweet Viburnum
Podocarpus macrophyllus
Japanese Yew
Rhaphiolepis indica
Indian Hawthorn
Plumbago auriculata
Cape Plumbago
Hedera helix
English Ivy
Asparagus densiflorus
Sprenger Asparagus
Pistacia chinensis
Chinese Pistache
Quercus virginiana
Live Oak
Ulmus parvifolia
Drake Elm
Sabal palmetto
Cabbage Palm
Ligustrum japonicum
Wax Ligustrum
Viburnum odoratissimum
Sweet Viburnum
Podocarpus macrophyllus
Japanese Yew
Rhaphiolepis indica
Indian Hawthorn
Plumbago auriculata
Cape Plumbago
Hedera helix
English Ivy
Asparagus densiflorus
Sprenger Asparagus



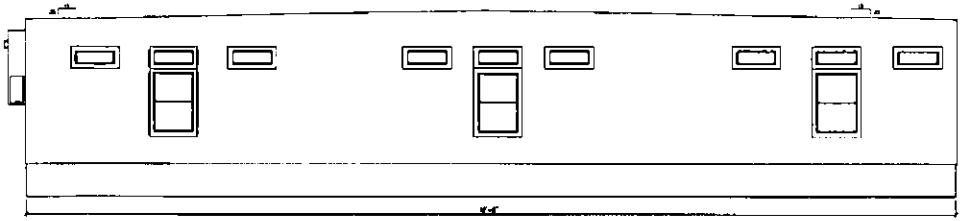
RIGHT ELEVATION



LEFT ELEVATION



FRONT ELEVATION



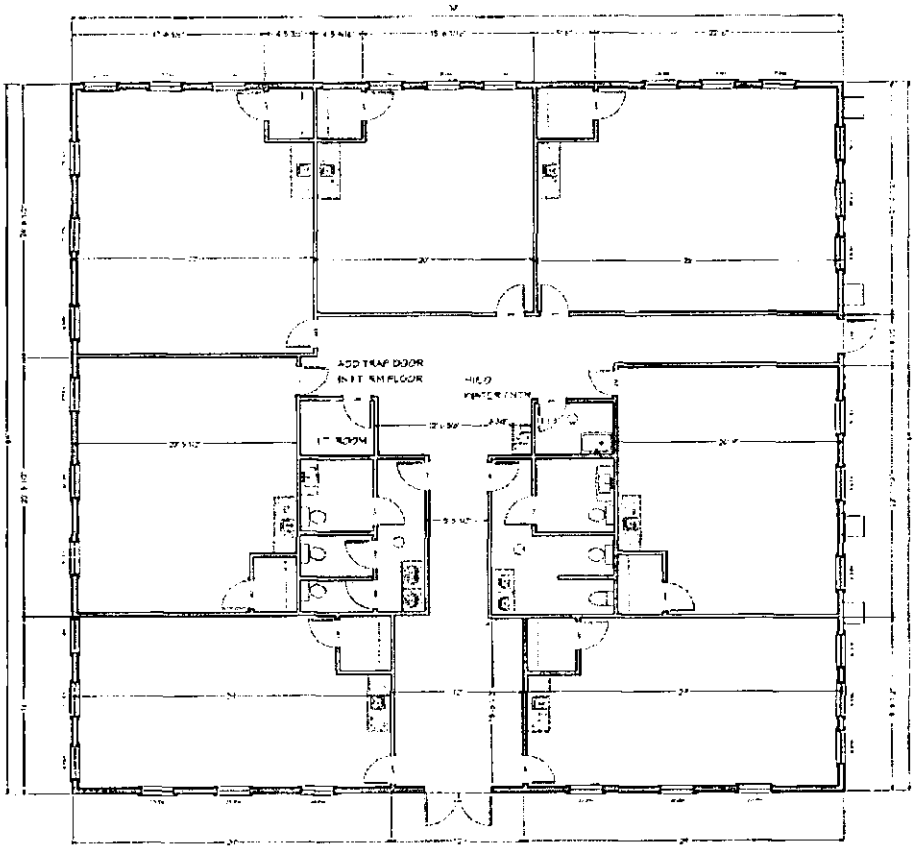
REAR ELEVATION

ELEVATION NOTES:

1. FOUNDATION ENCLOSURE (WHEN PROVIDED) MUST HAVE 1 SQ FT NET VENT AREA PER 1 / 150 TH OF THE FLOOR AREA, AND AN 18"X24" MINIMUM CRAWL SPACE ACCESS. INSTALLED BY OTHERS SUBJECT TO LOCAL JURISDICTION.
2. SEE CROSS SECTION FOR METHOD OF ROOF VENTILATION.
3. ACCESSIBLE RAMP(S), STAIR(S) AND HANDRAILS ARE SITE INSTALLED, DESIGNED BY OTHERS AND SUBJECT TO LOCAL JURISDICTION

TITAN MODULAR
SYSTEMS, INC.
162 INDUSTRIAL DRIVE * ALMA, GA 31510
(912-632-3344 (PH) * 912-632-3345 (FX)

DATE: 4-11-17	ENGINEER: JAMES ALLEN CHAPMAN P.E.
SCALE: N-T-S	
CODES: FL	
TMS-3245 A-D - EDUCATION - 64'x70'	
ELEVATIONS	PAGE: 1 / 1


ADD TRAP DOOR
IN 1ST FLOOR

ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #SE-17-06-046

Orange County Zoning Division
Planner: Marla Molina
Board of Zoning Adjustment
June 1, 2017
Commission District: 4

GENERAL INFORMATION:

APPLICANT:	Living Word Church
REQUEST:	Special Exception and Variance in the R-3 and A-2 zoning districts as follows: 1. Special Exception: To place a 4,480+/- sq. ft. modular unit on the property to be used as a private school for up to 140 students, grades K-8; and, 2. Variance: To permit grassed parking and driving aisle in lieu of paved. (Note: The property is approved for child care and religious use sanctuary. There are two residences on the property. One of the residences is being used for storage. The request is to construct a 4,480 sq. ft. structure to be used as a classroom building).
LOCATION:	North side of E. Wetherbee Road, approximately 1/2 mile east of Landstar Boulevard.
PROPERTY ADDRESS:	653 E. Wetherbee Road, Orlando, FL 32824
PARCEL ID:	13-24-29-7268-01-180
PUBLIC NOTIFICATION:	62
TRACT SIZE:	9.77 acres
DISTRICT #:	4
ZONING:	R-3 & A-2

EXISTING USE(S): Sanctuary, Child Care, Manufactured Home, Single Family Residence, Administration Building, Playground

PROPOSED USE(S): Religious Use Campus

SURROUNDING USES: N - Single Family Residence
S - ROW/Single Family Residence
E - Vacant/Wetherbee Elementary
W - Vacant/ROW

STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting a Special Exception, to place a 4,480+/- sq. ft. modular unit on the property to be used as a private school for up to 140 students, grades K-8th; and, a Variance to permit grassed parking and driving aisle in lieu of paved.

2. The split zoning districts of A-2 and R-2 requires a Special Exception for the above request. The property is approved for child care and a religious use sanctuary.

3. There are currently five (5) buildings on the subject property, no changes to the existing buildings (sanctuary, single family residence, storage, office, assembly, and child care) are associated with the applicant's request.

4. The proposed single story structure will be placed behind the sanctuary and cannot be viewed from the right-of-way.

5. The applicant will be providing twenty-eight (28) additional parking spaces as required by Code. The applicant will provide a total of 211 parking spaces, thirty-nine (39) will be paved, including six (6) required handicap parking spaces, and 166 spaces to be grassed.

6. Staff does not object to the proposed request since the proposed use is similar and compatible with the surrounding land uses, Wetherbee Elementary School approximately 1,000 feet to the east. The request and the proposed use are similar and compatible with the surrounding land uses.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with site plan dated April 14, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. Construction plans shall be submitted within three (3) years or this approval becomes null and void;

5. There shall be no impacts or encroachments to any Orange County Conservation Areas unless approved by Orange County;

6. Allow grassed parking and driving aisle in lieu of paved. However, handicapped spaces and associated drive aisles shall be paved;

7. The project shall comply with Article XVI of Chapter 9 of the Orange County Code, Exterior Lighting Standards;

8. There shall be no more than four (4) outdoor special events per calendar year between the hours of 8:00 a.m. to 9:00 p.m. The use of outdoor amplified sound and music is prohibited. All outdoor special events shall be reviewed and approved by the Orange County Fire Marshal's Office. The applicant shall submit applications/plans to the Fire Marshal's Office a minimum of thirty (30) days prior to the date of each event;

9. Any expansions of the use shall require BZA approval;

10. Signage shall be in accordance with 31.5, Orange County Code;

11. Development shall comply with Chapter 24 (Landscaping) except where conflicts exist. In the event there is a conflict between Chapter 24 and the site plan, the provisions of Chapter 24 shall prevail;

12. All overflow parking shall be contained on the subject site, and shall not be located in any required landscape areas, buffers, and yards. No off-site parking on adjacent lots shall be permitted. No parking shall encroach into any Conservation Areas. No parking shall take place in East Wetherbee Road right-of-way;

13. Capacity in the modular classroom area shall be limited to 140 persons per the site plan. Any expansion shall require approval by the BZA; and

14. The building shall be finished in muted earth tones.

cc: Chris Bravo, Applicant's Representative
Bravo Engineering, LLC
7221 Aloma Avenue, Suite 300
Winter Park, Florida 32792

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

DATE: June 20, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department

SUBJECT: **PETITION TO VACATE PTV-16-10-026 – Angel Muriel**

Reason For Vacation

The petitioner requests that Orange County vacate a portion of a 6 ft wide utility easement, containing approximately 174 square feet. A utility building currently encroaches upon the utility easement. The petitioner wishes to vacate in order to allow the existing utility building to remain and to, subsequently, apply for a building permit to construct an addition to the existing utility building.

Location of Property/Legal Description

The property lies west of Rouse Road and north of SR 408. Public interest was created per the plat of "Park Manor Estates Section #9", as recorded in Plat Book 3, Page 67, of the Public Records of Orange County, Florida. The parcel address is 732 Maloney Lane and it lies in District 4.

Statement of No Objection

The Real Estate Management and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

Staff Findings

County staff visited the site on June 7, 2017. A utility building currently encroaches upon the utility easement. There appears to be no other visible improvements within the portion of the utility easement requested for vacation.

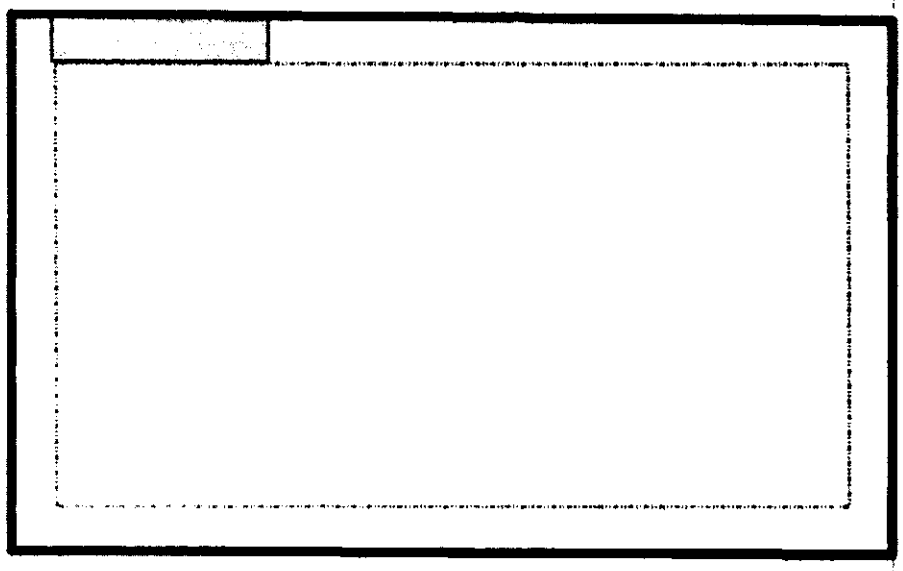
Staff Recommendations

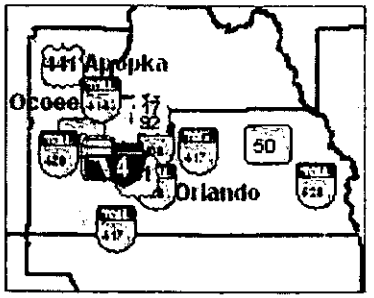
Approval of this request will have no adverse effect on Orange County. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-16-10-026 – DISTRICT 4

Geocortex Essentials

PTV-16-10-026





Maloney Lane

Legend

- Petitioner's property
- Portion of 6' wide utility easement to be vacated

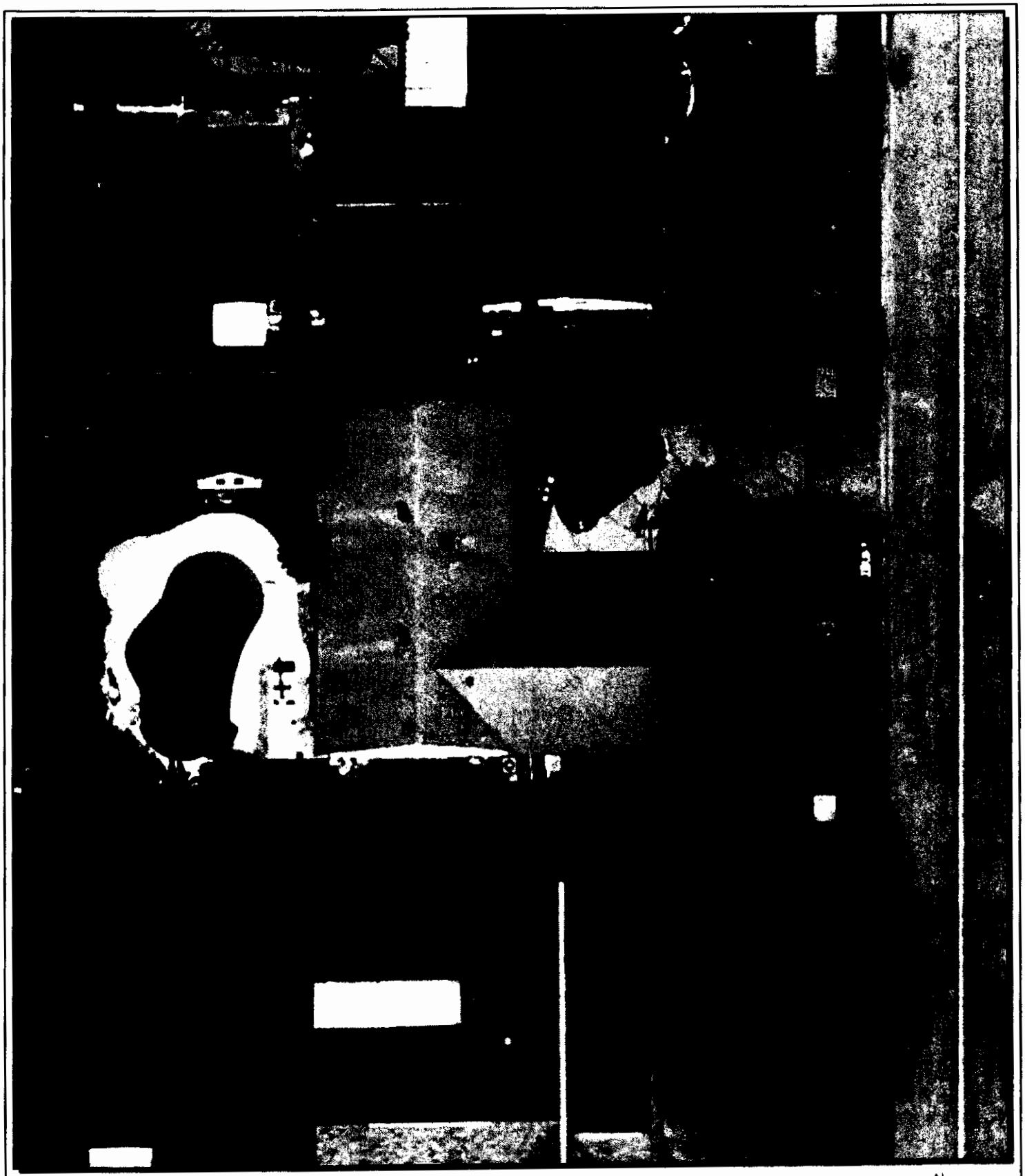
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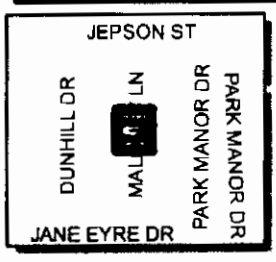
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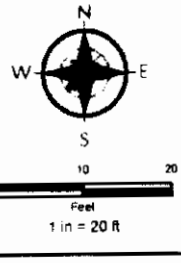
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes





PTV # 16-10-026
Angel Muriel



Utility Easement to be vacated

Subject Property

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

DATE: June 20, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department

SUBJECT: **PETITION TO VACATE PTV-17-04-020 - Daniel B. Bellows, on behalf of Benjamin Partners, Ltd.**

Reason For Vacation

The petitioner requests that Orange County vacate a 50 ft wide drainage easement containing approximately 0.524 acres. The easement was retained by Orange County after a portion of Loren Avenue was vacated in the year 2013, however, the surrounding properties and roadways have since been annexed into the City of Winter Park and the County no longer has a need for this drainage easement. The petitioner wishes to vacate the easement to allow for future development of the property.

Location of Property/Legal Description

The property lies north of Lee Road and west of N. Orlando Avenue. Public interest was created per a "Drainage Easement", as recorded in O.R. Book 10515 Page 2332, of the Public Records of Orange County, Florida. Two parcel addresses are 1150 Bennett Avenue and 1441 Kindel Avenue. The other two parcels are unaddressed and they lie in District 5.

Statement of No Objection

The Real Estate Management, Roads and Drainage and Environmental Protection Divisions have consented to the request. The Relationship Disclosure and Specific Expenditure forms have been submitted.

Staff Findings

County staff visited the site on June 7, 2017. There appears to be no visible improvements within the drainage easement requested for vacation.

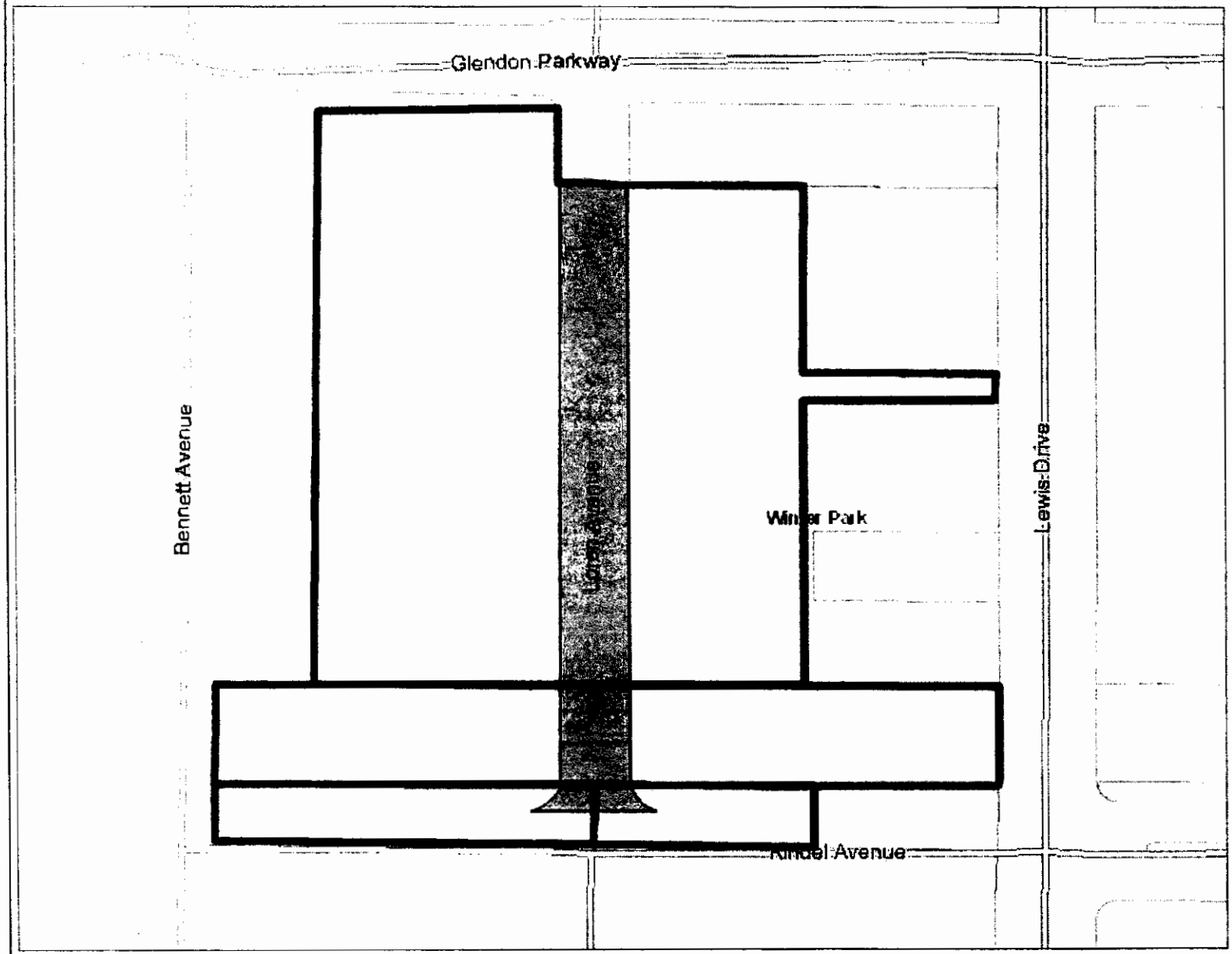
Staff Recommendations

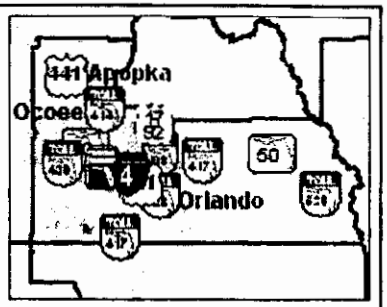
Approval of this request will have no adverse effect on Orange County. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-17-04-020 – DISTRICT 5

Geocortex Essentials

PTV-17-04-020





Legend

- Petitioner's property
- Drainage easement to be vacated

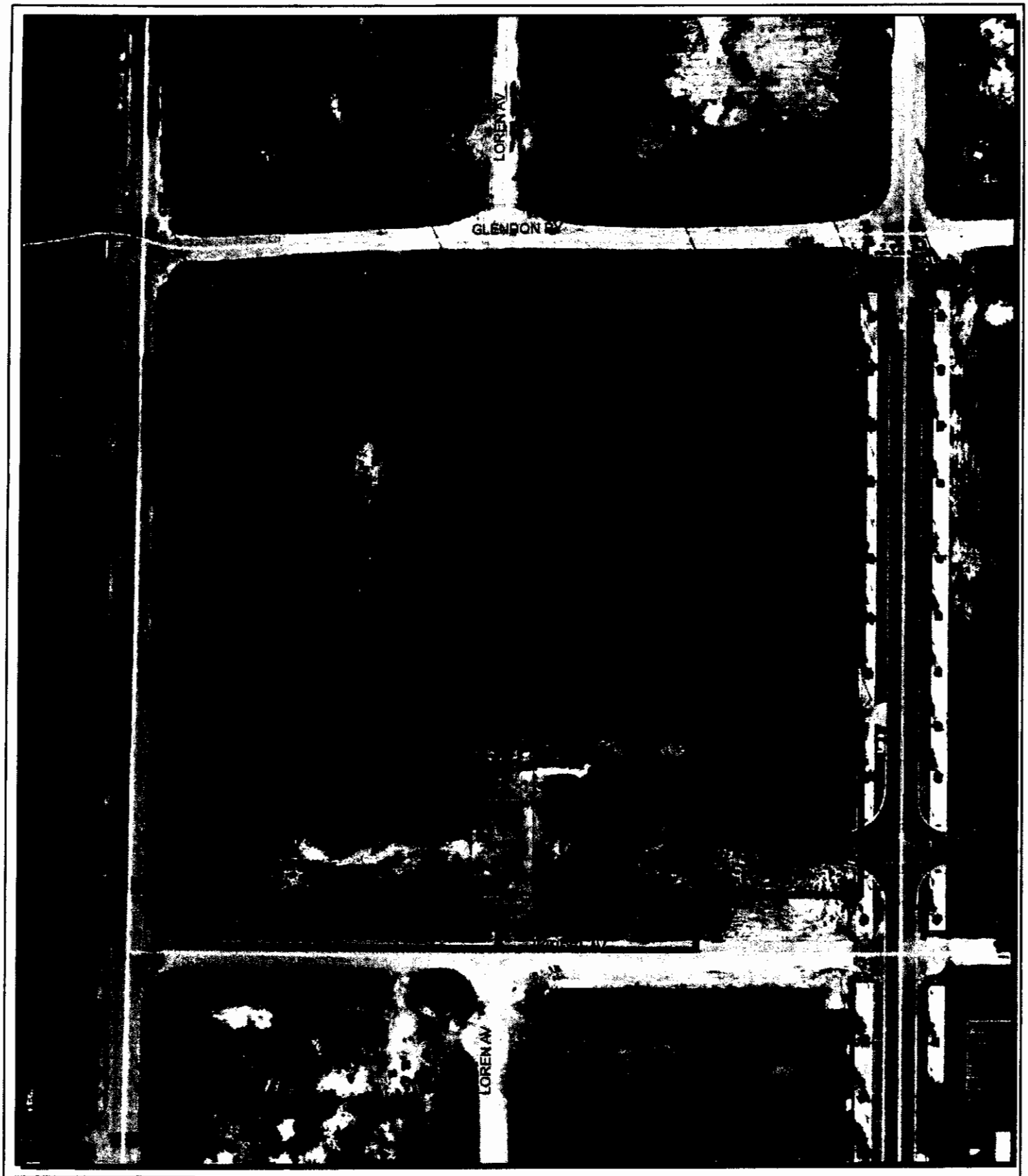
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Notes



PTV # 17-04-020
Daniel B. Bellows, on behalf of Benjamin Partners, Ltd.

N
W E
S

Drainage Easement to be vacated | Subject Property

0 50 100
Feet
1 in = 100 ft

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

DATE: June 20, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department

SUBJECT: **PETITION TO VACATE PTV-17-03-015 - Nadav Korem and Patricia Winans-Korem**

Reason For Vacation

The petitioner requests that Orange County vacate a portion of a 16 foot wide unopened and unimproved right-of-way known as Siplin Road containing approximately 0.075 acres. The petitioner owns the adjoining properties and wishes to vacate the right-of-way to combine the two parcels and allow for future development.

Location of Property/Legal Description

The property lies east of Avalon Road and south of the Florida Turnpike. Public Interest was created by two "Right-of-Way Agreements" recorded in O.R. Book 1753, Page 558, and O.R. Book 1753, Page 565, of the public records of Orange County, Florida. One parcel address is 14206 Siplin Road. The other parcel is unaddressed, and both parcels lie in District 1.

Statement of No Objection

The Real Estate Management, Engineering, Transportation Planning, Roads and Drainage and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

Staff Findings

County staff visited the site on June 1, 2017. There appears to be no visible improvements over the rights of way requested for vacation.

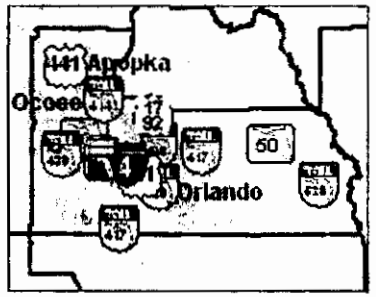
Staff Recommendations

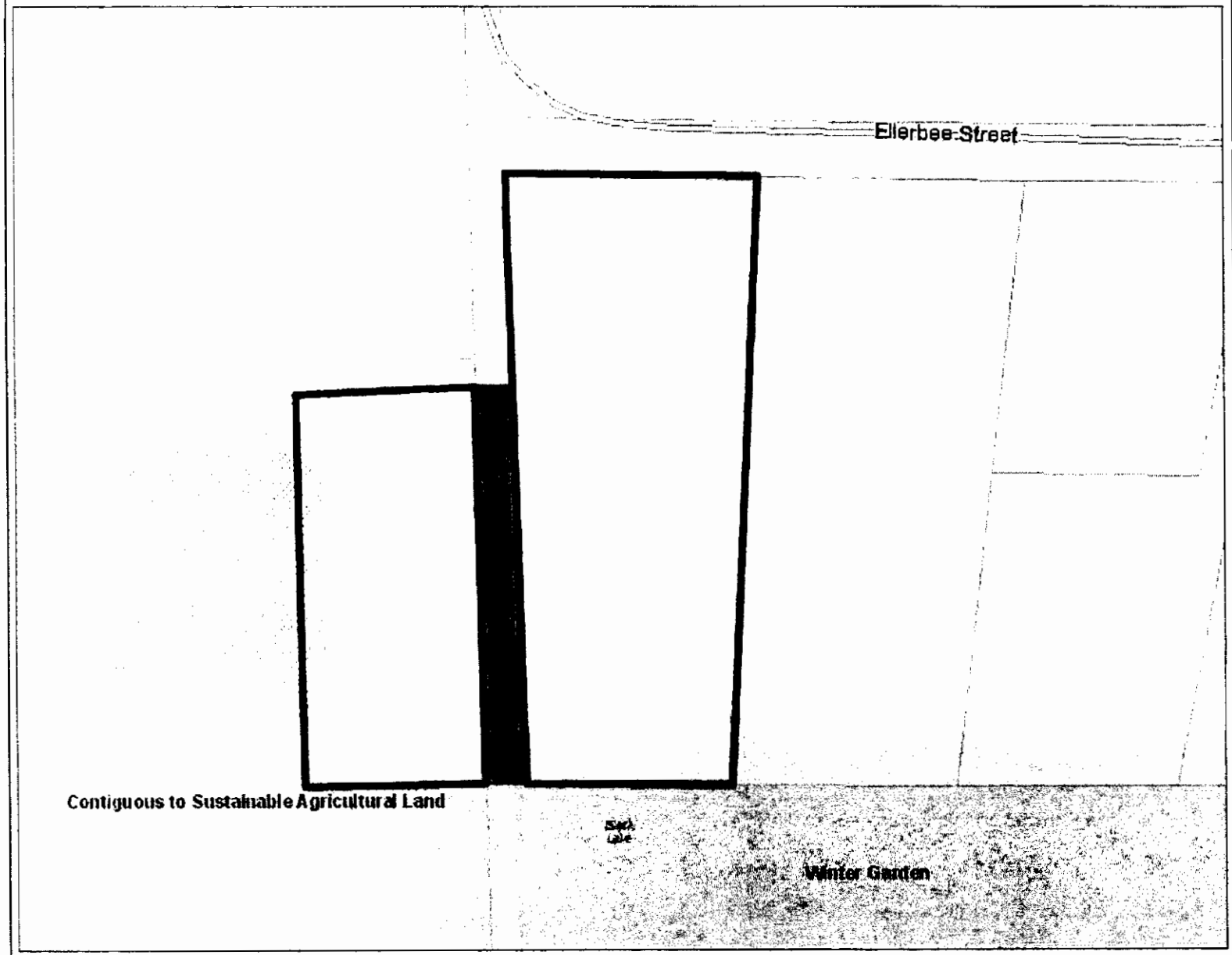
Approval of this request will have no adverse effect on Orange County, however, it must be subject to the dedication of a drainage easement over the portion of right-of-way to be vacated prior to recordation of the vacation. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-17-03-015 – DISTRICT 1

Geocortex Essentials

PTV-17-03-015





Legend

- Portion of right-of-way to be vacated.
- Petitioner's Property

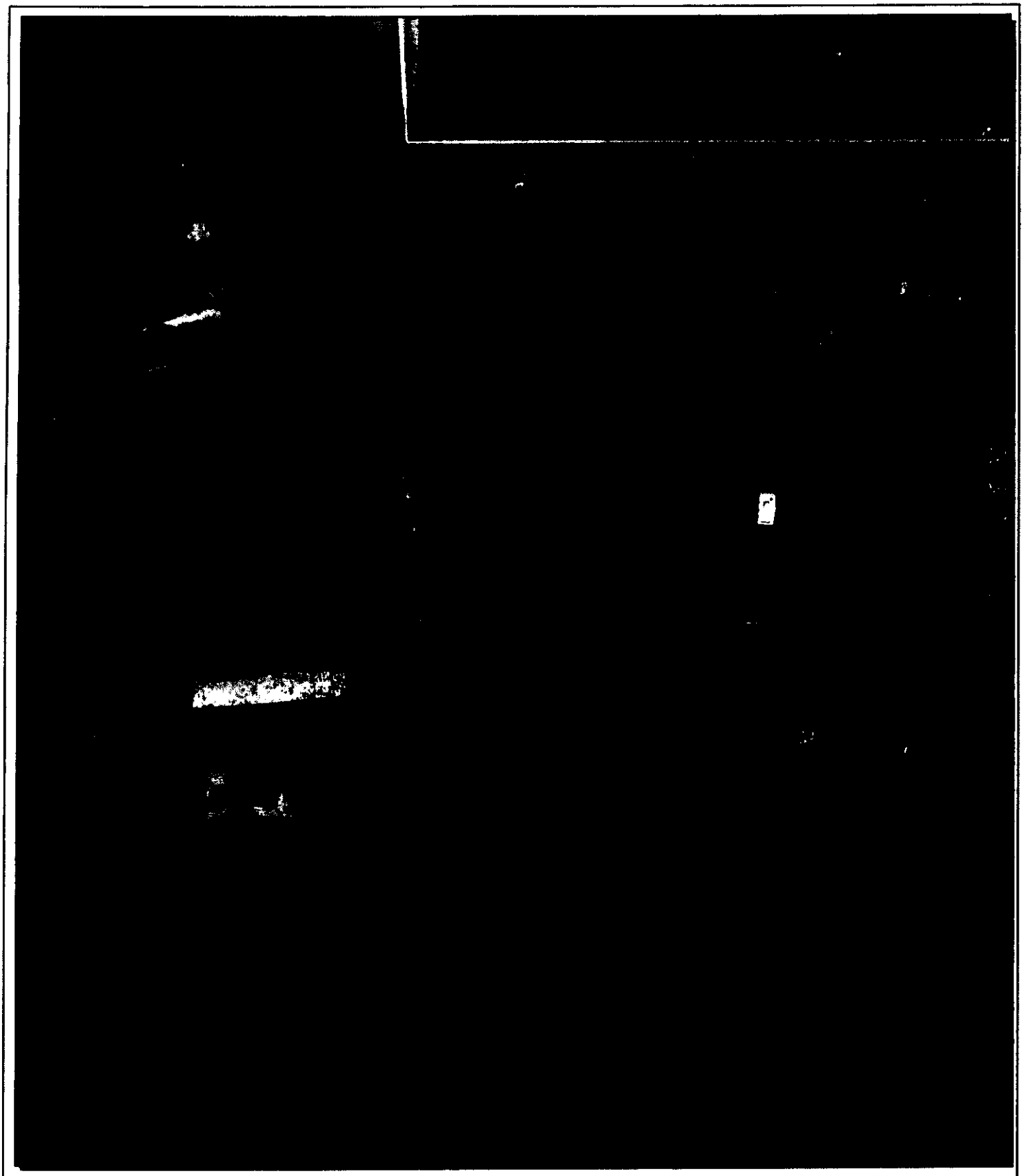
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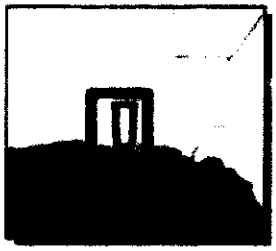
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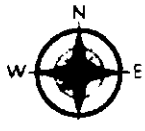
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Notes



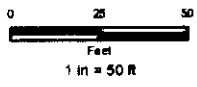


PTV # 17-03-015
Nadav Korem and Patricia Winans-Korem



Portion of 16 ft wide right-of-way to be vacated

Subject Property



ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

DATE: June 20, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department

SUBJECT: **PETITION TO VACATE PTV-15-12-024 – Jon D. Walls, of NAI Realvest**

Reason For Vacation

The petitioner, on behalf of the property owners, requests that Orange County vacate portions of three open and improved rights-of-way known as Euston Road containing 0.135 acres, Salisbury Boulevard containing 0.042 acres, and Roxbury Road containing 0.134 acres, for a total of approximately 0.311 acres. The Roxbury Road right-of-way includes 4.5 ft wide sidewalk on each side of the roadway which will be relocated by the owners to the new right-of-way lines if the vacation request is approved. The other portions requested for vacation do not require relocation of sidewalks. The petitioner wishes to vacate in order to allow for the future redevelopment of the parcels.

Location of Property/Legal Description

The properties lie north of W Fairbanks Avenue and east of I-4. Public interest was created per the plat of "Glencoe Subdivision", as recorded in Plat Book 'L', Page 132, of the Public Records of Orange County, Florida. The parcel addresses are 2401 and 2405 Euston Road, 2330 Salisbury Boulevard, 115 and 139 Killarney Drive, 2321 and 2336 Roxbury Road and they lie in District 5.

Statement of No Objection

The Real Estate Management, Engineering, Transportation Planning, Roads and Drainage and Environmental Protection Divisions have consented to the request. All utility providers have also consented. The Relationship Disclosure and Specific Expenditure forms have been submitted.

Staff Findings

County staff visited the site on June 7, 2017. There are 4.5 ft wide sidewalks within the portions of Roxbury Road right-of-way requested for vacation. There appears to be no visible improvements within the Euston Road and Salisbury Boulevard portions of right-of-way requested for vacation.

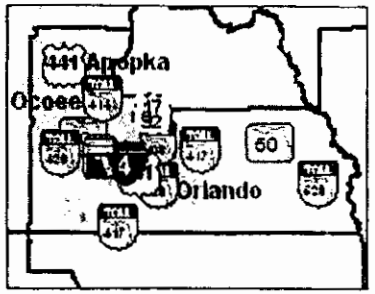
Staff Recommendations

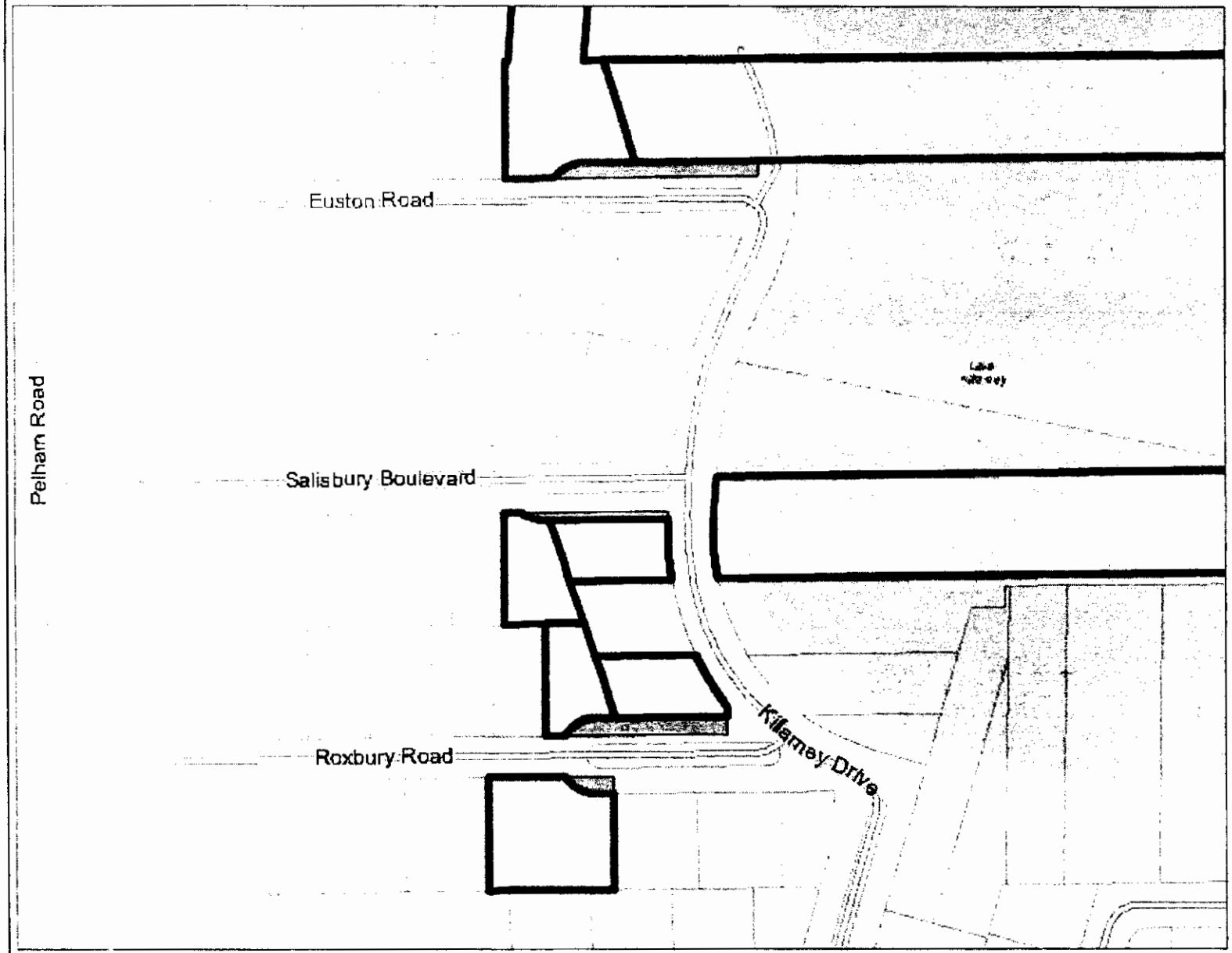
Approval of this request will have no adverse effect on Orange County, however, it must be subject to the completion and acceptance for maintenance of the new sidewalks along Roxbury Road prior to recordation of the vacation. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-15-12-024 – DISTRICT 5

Geocortex Essentials

PTV-15-12-024





Legend

- Petitioner's property
- Portion of right-of-way to be vacated

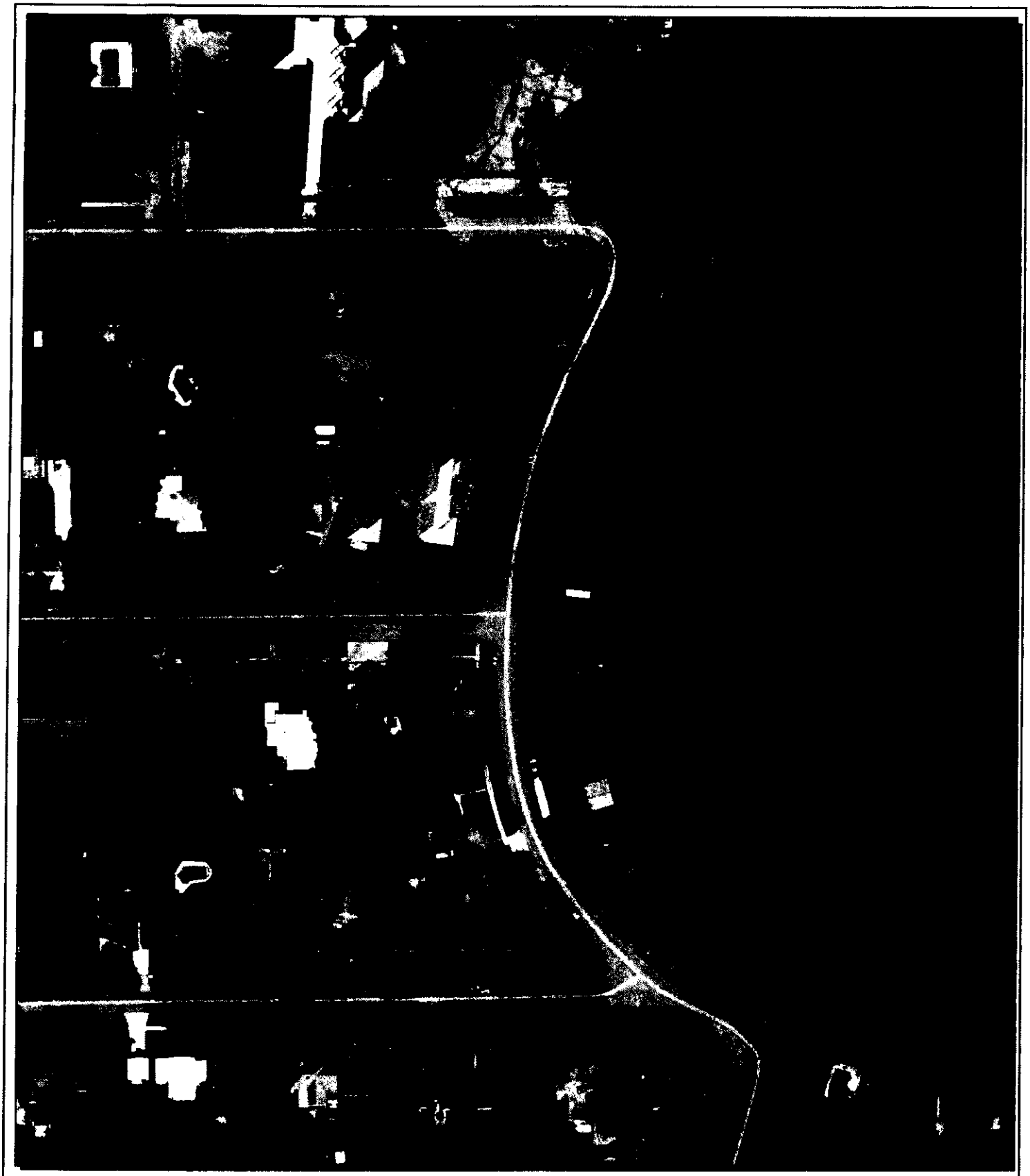
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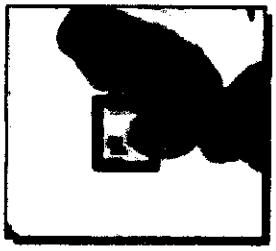
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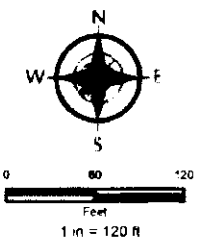
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes





PTV # 15-12-024
Jon D. Walls, on behalf of NAI Realvest



Portions of right-of-way to be vacated

Subject Property

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

DATE: June 20, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department

SUBJECT: **PETITION TO VACATE PTV-14-02-006 – Bryan F. Borland, on behalf of Alta Grande Apartments, L.P.**

Reason For Vacation

The petitioner requests that Orange County vacate a variable width drainage easement containing approximately 1.049 acres. The drainage easement requested for vacation is currently not being utilized for drainage purposes because the drainage previously conveyed to the pond has been redirected via a pipe system to a retention pond to the east. The petitioner wishes to vacate the easement to allow for future development of the property.

Location of Property/Legal Description

The property lies east of S John Young Parkway and north of Central Florida Parkway. Public interest was created per a "Drainage Easement", as recorded in O.R. Book 3960, Page 369, of the Public Records of Orange County, Florida. The parcel ID number is 09-24-29-3051-04-001. The parcel is unaddressed and it lies in District 4.

Statement of No Objection

The Real Estate Management, Roads and Drainage and Environmental Protection Divisions have consented to the request. The Relationship Disclosure and Specific Expenditure forms have been submitted.

Staff Findings

County staff visited the site on June 7, 2017. There appears to be no visible improvements within the drainage easement requested for vacation.

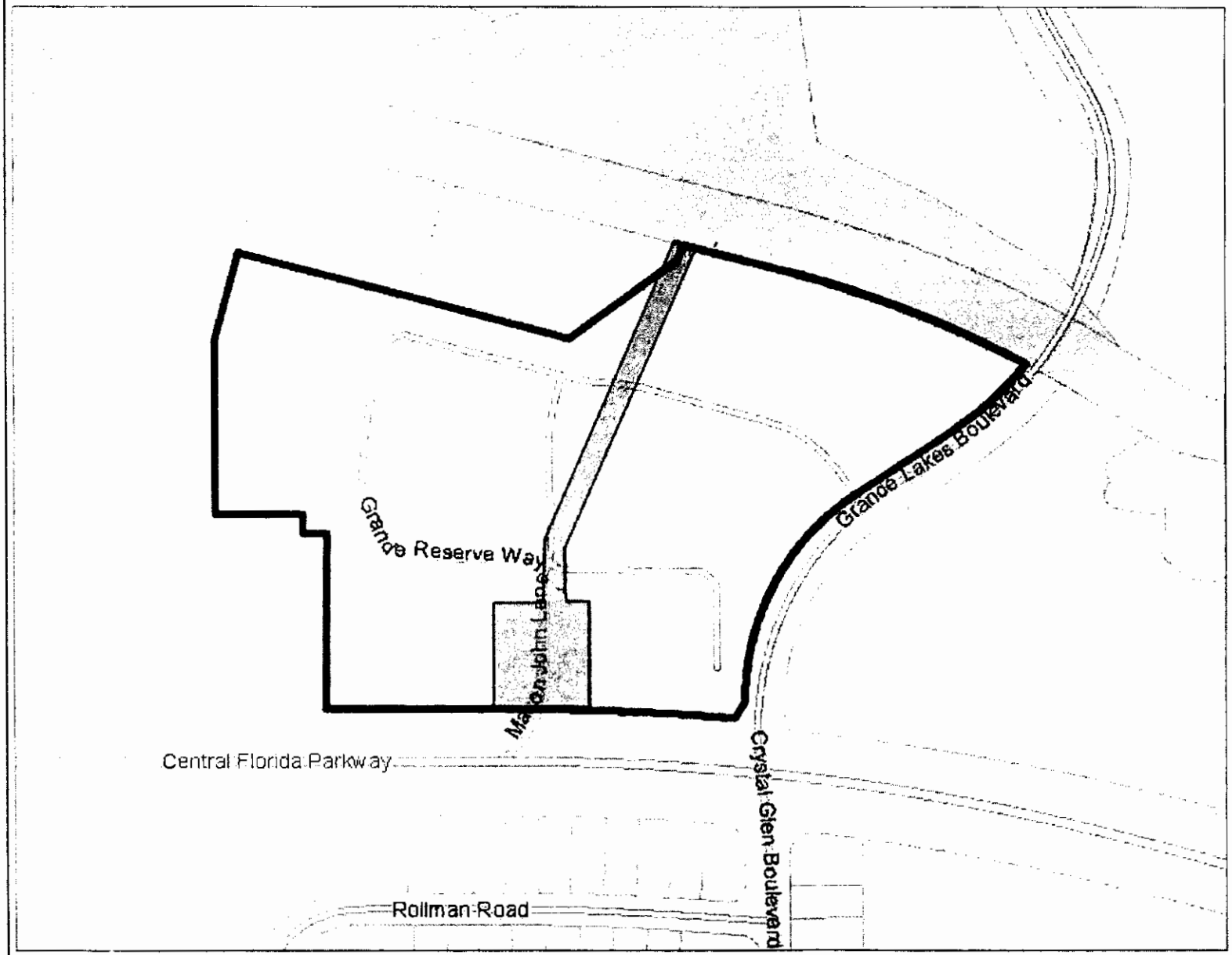
Staff Recommendations

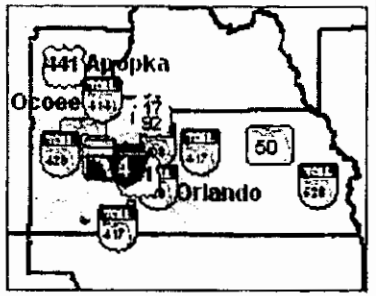
Approval of this request will have no adverse effect on Orange County, it must be subject to the dedication of a drainage easement over the existing 48" stormwater pipe located within the petitioner's property adjacent to Central Florida Parkway. Staff has no objection to this request.

ACTION REQUESTED: APPROVAL OF PTV-14-02-006 – DISTRICT 4

Geocortex Essentials

PTV-14-02-006





Legend

- Petitioner's property
- Drainage easement to be vacated

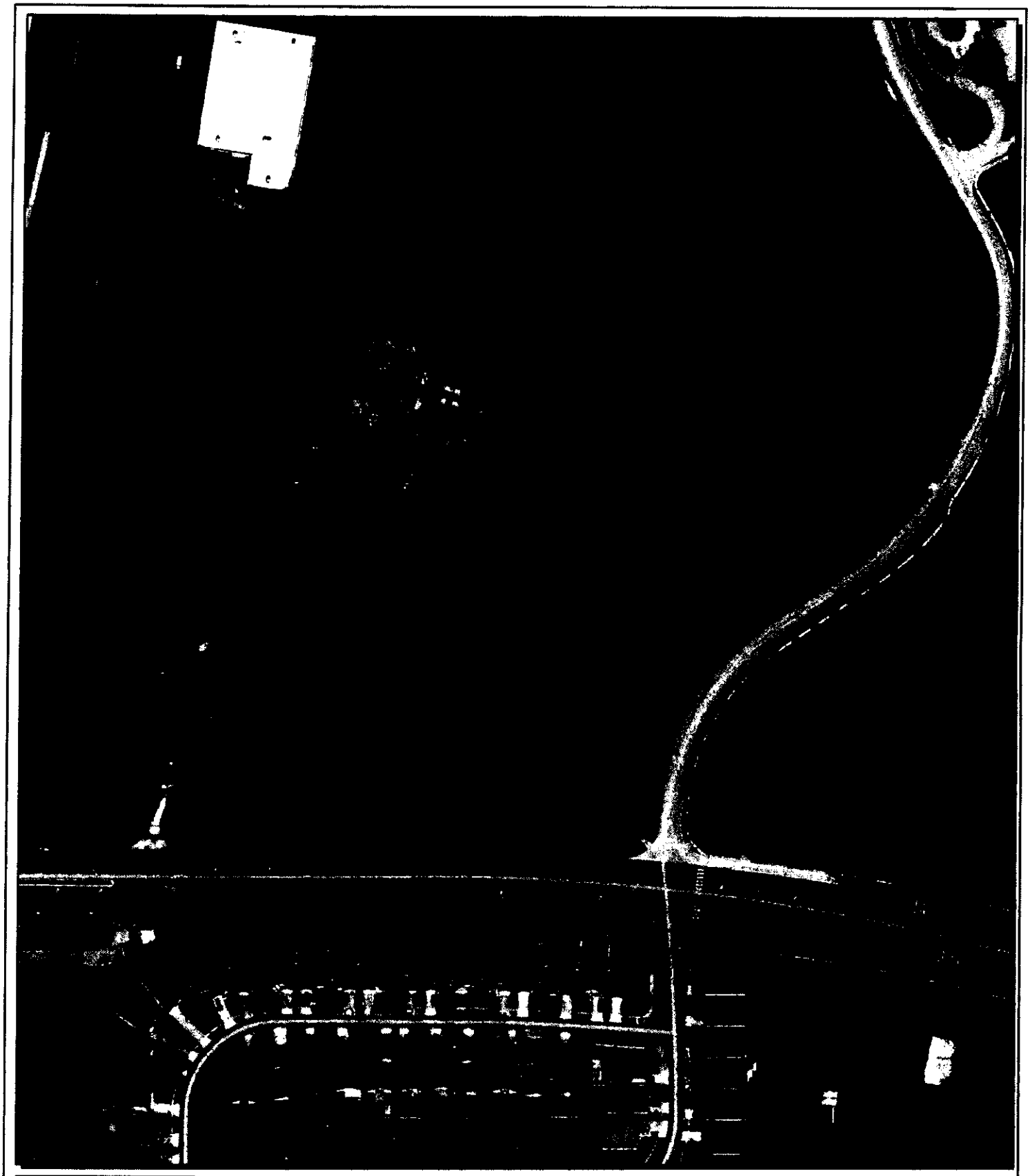
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



PTV # 14-02-006
Bryan F. Borland, on behalf of Alta Grande Apartments, L.P.

Drainage Easement to be vacated

Subject Property

N
W E
S

0 100 200
Feet
1 in = 200 ft

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

DATE June 9, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development Services Department

CONTACT PERSON: **Carol L. Knox, Manager, Zoning Division**
407-836-5585

SUBJECT: June 20, 2017 – BCC Appeal Public Hearing
Applicant/Appellant: Ariel Malagon
BZA Case #VA-17-04-022, April 6, 2017; District #3

Case #VA-17-04-022, located at 1616 S. Chickasaw Trail, in District #3, is a BCC appeal public hearing to be heard on June 20, 2017. The applicant is requesting a variance to allow a total of 5,169 sq. ft. for accessory structures in lieu of 2,000 sq. ft. for accessory structures. On April 6, 2017, the BZA approved the applicant to keep up to 2,667 sq. ft. for accessory structures. However, the applicant filed an appeal because he wants to keep the entire 5,169 sq. ft. for accessory structures. This case is a result of code enforcement action.

The subject property is located on the west side of S. Chickasaw Trail, approximately 1,000 ft. south of El Prado.

During the April 6, 2017 hearing, four (4) neighbors spoke in opposition to this request. They had concerns about late night partying, converting a garage into living quarters, operating a commercial business from a residential location, and bright lighting. Staff recommended the applicant be allowed to keep up to 2,667 sq. ft. of accessory uses because old historic records show that amount of square footage on the site in the late 1980's. But the remaining square footage should be removed. The BZA agreed with the staff recommendation and recommended approval with conditions. The vote was 4-2.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy is available upon request in the Zoning Division.

If you have any questions regarding this matter, please contact Carol Knox at 6-5585 or Rocco Relvini at 6-5386.

ACTION REQUESTED: Deny the Appeal and approve BZA's recommendation of April 6, 2017. District #3.

COMMUNITY ENVIRONMENTAL DEVELOPMENT SERVICES DEPARTMENT
ZONING DIVISION PUBLIC HEARING REPORT
June 20, 2017

The following is a public hearing on an appeal before the Board of County Commissioners on June 20, 2017 at 2:00 p.m.

APPELLANT/APPLICANT: ARIEL MALAGON

REQUEST: Variance in the R-CE zoning district to permit a cumulative total of 5,169 sq. ft. of accessory floor area in lieu of 2,000.

(Note: The applicant states that the structures in question were in existence when the applicant purchased the property in October of 2016. This is a result of code enforcement action after numerous complaints regarding work being done without permits).

LOCATION: West side of S. Chickasaw Trail, approximately 1,000 ft. south of El Prado, and approximately .8 mi. north of Curry Ford Rd.

TRACT SIZE: 163 ft. x 634 ft.

ZONING: R-CE

DISTRICT: #3

PROPERTIES NOTIFIED: 54

BOARD OF ZONING ADJUSTMENT (BZA) HEARING SYNOPSIS ON REQUEST:

Staff noted that this application was the result of code enforcement action.

The applicant completed a significant amount of work on the structures without obtaining any permits. Code Enforcement staff had informed the applicant that they needed to stop work on the construction of a tiki hut and obtain variances and permits. However, the applicant completed the structure. Code Enforcement also cited the applicant for operating one or more businesses from the property which is contrary to both the intent of the Zoning Code and the Comprehensive Plan.

Staff outlined 3 possible courses of action the BZA could take, noting that staff recommends allowing an amount of accessory floor area equal to that of a free-standing garage which has existed on the site since the late 1980's and require all floor area in excess of that be removed.

A representative of the Code Enforcement Division explained the chronology of events that took place since late last year when the applicant received the original citation notice for the work done without permits. They had documentation that one or more businesses were operating from the property and they advised the applicant to stop work.

The applicant indicated the business has been removed from the property and they are willing to get permits for all unpermitted work. They also indicated that the realtor they had purchased the property from had told them that a business had existed on the property in the past and that it would be permissible to operate a commercial business from this property.

No one was in attendance to speak in favor of the application. 4 nearby neighbors spoke in opposition to this request. They cited: constant problems with noise late at night; headlights shining into their widows during the night; constant partying during late night hours; and they had suspicions there may be one or more persons living in the converted garage.

The applicant noted that the business is no longer on the property. He stated that he would return all of the buildings to their original condition.

The BZA concluded this property had many code enforcement matters to resolve and the request was excessive. In addition, they discussed the parking area the applicant installed without permits and whether it should be allowed to remain. The BZA chose the option that required the removal of the excess square footage above what was constructed in the late 1980's.

BZA HEARING DECISION:

APPROVED the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (4 in favor and 2 opposed):

1. Development in accordance with site plan dated February 14, 2017, and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval, less the two pole barns. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. The use of the building shall be limited to residential storage only. No accessory structure shall be used as temporary or permanent dwelling unit without approval by the BZA as an Accessory Dwelling Unit or a Guest House. Nor shall any accessory structure be used for any commercial use not associated with a bona fide home occupation;

5. Any structures in excess of the approved square footage shall be removed within sixty (60) days of final action on this application with proper permits;

6. The applicant shall obtain permits for all remaining unpermitted work within ninety (90) days of final action on this application by the County or this approval becomes null and void and will be turned over to the Code Enforcement Division;

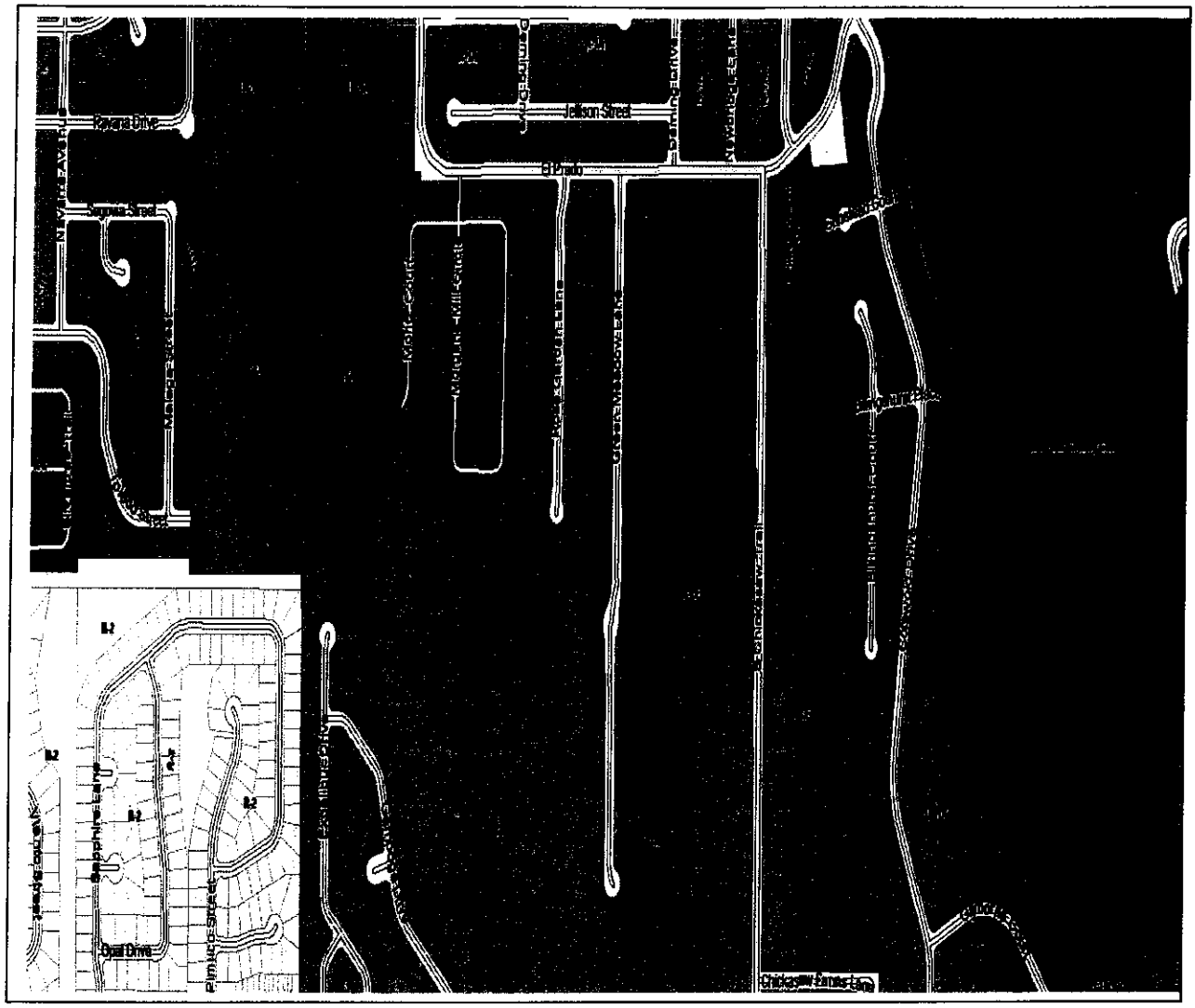
7. The use of the property shall be limited to those uses identified in Chapter 38 of the Orange County Code. No vehicles associated with the applicant's business(es) shall be stored on the subject property;

8. Failure to comply with the above conditions shall result in Code Enforcement action, not BZA action; and,

9. This approval is for a total of 2,667 sq. ft. of accessory structure floor area only.

ARIEL MALAGON
VA-17-04-022

REQUEST:	**Variance** in the R-CE zoning district to permit a cumulative total of 5,169 sq. ft. of accessory floor area in lieu of 2,000. (Note: The applicant states that the structures in question were in existence when the applicant purchased the property in October of 2016. This is a result of code enforcement action after numerous complaints regarding work being done without permits).
ADDRESS:	1616 S. Chickasaw Trail, Orlando FL 32825
LOCATION:	West side of S. Chickasaw Trail, approximately 1,000 ft. south of El Prado, and approximately .8 mi. north of Curry Ford Rd.
S-T-R:	01-23-30
TRACT SIZE:	163 ft. x 634 ft.
DISTRICT#:	3
LEGAL:	S 5 ACRES OF E1/2 OF NE1/4 OF NW1/4 (LESS SLY 164.37 FT & LESS R/W ON E) OF SEC 01-23-30
PARCEL ID:	01-23-30-0000-00-044
NO. OF NOTICES:	54



Applicant: Ariel Malagon

BZA Number: VA-17-04-022

BZA Date: 04/06/2017

District: 3

Sec/Twn/Rge: 01-23-30-NW-B

Tract Size: 163 ft. x 634 ft.

Address: 1616 S. Chickasaw Trail, Orlando FL 32825

Location: West side of S. Chickasaw Trail, approximately 1,000 ft. south of El Prado, and approximately .8 mi. north of Curry Ford Rd.

February 14, 2017

Orange County Zoning Division
Orlando, Florida

Staff measurments:

Zoning Variance
1616 S Chickasaw Trail
Orlando, Florida
01-23-30-0000-00-044

Dear Sirs:

I purchased the above property in October of 2016. At the time of purchase the property, included the following structures (please see survey). They were also listed in the Orange County Appraiser page (copy of page is attached).

- Wood shed -288 square feet which I have torn down and is no longer on the property (Removed)
- A concrete garage 2,363 sq feet. Which is listed in the Orange County Property Appraiser's page. See attached listing.
- An open metal roof structure ~~1,772~~ 1646 sq feet.
- A concrete covered structure on a concrete slab ~~1,054~~ 1022 sq feet. The concrete cover was replaced by a Tiki Hut type cover using the existing concrete slab.

I am respectfully requesting a variance be accepted and grandfathered in on these existing structures. I am including the required application and the documentation for your review

Sincerely,

Ariel Malagon

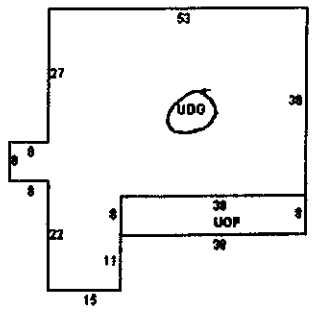
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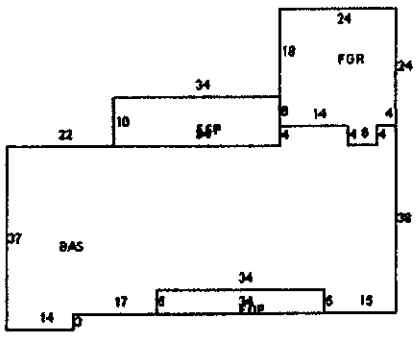
RECEIVED
FEB 14 2017
Zoning Division

735

Building Details - 1616 S Chickasaw Trl - Building #1

Courtesy Rick Singh, Orange County Property Appraiser





Sub Area	Sqft	Value
BAS - Base Area	2664	working...
FGR - Fin Garage	600	working...
FOP - F/Opn Prch	170	working...
FSP - F/Scr Prch	340	working...
UDG - Unf Dt Grg	2363	working...
UOP - Unf O Prch	304	working...

Model Code: 01 - Single Fam Residence
Type Code: 0103 - Single Fam Class III

http://www.ocpafl.org/Searches/BuildingPrinterFriendly.aspx/PD... 2/11/2017

ORANGE COUNTY GOVERNMENT
FLORIDA

STAFF REPORT
CASE #VA-17-04-022
Orange County Zoning Division
Planner: David Nearing, AICP
Board of Zoning Adjustment
April 6, 2017
Commission District: 3

GENERAL INFORMATION:

APPLICANT:	Ariel Malagon
REQUEST	Variance in the R-CE zoning district to permit a cumulative total of 5,169 sq. ft. of accessory floor area in lieu of 2,000. (Note: The applicant states that the structures in question were in existence when the applicant purchased the property in October of 2016. This is a result of code enforcement action after numerous complaints regarding work being done without permits).
LOCATION:	West side of S. Chickasaw Trail, approximately 1,000 ft. south of El Prado, and approximately .8 mi. north of Curry Ford Rd.
PROPERTY ADDRESS:	1616 S. Chickasaw Trail
PARCEL ID:	01-23-30-0000-00-044
TRACT SIZE:	163 ft. x 634 ft.
DISTRICT #:	3
ZONING:	R-CE

STAFF FINDINGS AND ANALYSIS:

1. The applicant has added at least one (1) structure to the property without obtaining the necessary permits, including installation of a hydraulic lift which would allow one to work on large vehicles.

2. The applicant has indicated that the structures were in existence at the time they purchased the property. However, improvements were made without permits, which if applied for, would have revealed the excessive amount of accessory floor area. Some of the complaints received by the Code Enforcement Division

include noise, operation of one or more businesses from the subject property, as well as doing construction without the necessary permits.

3. The request is excessive. The additional 3,169 sq. ft. of accessory structure represents a variance of 158.5%.

4. The purpose of the R-CE zoning district is to create a zone where large lot residential development can be protected from the negative effects of agricultural and commercial activities. The activities reported by neighbors and observed by County Code Enforcement Officers indicate that the subject property is being used for more than residential activity. As such, this application is not consistent with the intent of the R-CE zoning district.

5. The County's Comprehensive Plan places a Future Land Use of Low Density Residential (LDR) on the subject property, which is exclusively for residential activities. There appears to be more than just residential activity taking place on the subject property.

6. The existing garage identified on the Property Appraiser's website is 2,363 sq. ft. of enclosed space with an additional 304 sq. ft., identified as an unfinished open porch totaling 2,667 sq. ft. This garage appears on a 1987 aerial.

STAFF RECOMMENDATION:

Staff makes the following conclusions:

1. The size of the requested variance is excessive;
2. There has been a large amount of work done without permits;
3. There are numerous violations noted by the Code Enforcement Division staff;
4. Code Enforcement Division staff advised the applicant to cease further construction on any non-permitted improvements;
5. There is a possibility that there may be one or more businesses operating from this property; and,
6. There have been complaints received from neighbors.

Staff finds that there are three (3) possible courses of action which the BZA could follow:

A. The BZA could grant approval of the variance, but only to permit up to 2,667 sq. ft., which would be the amount of square footage of the detached garage structure. The applicant would be given the option of what is to remain and what is to be removed. Any remaining structures must be properly permitted, and their floor area be used for only residential storage.

B. The BZA could deny the application in its entirety. The result would be the applicant would be limited to the 2,000 sq. ft. of accessory floor area permitted in the R-CE zoning district. This would require that the applicant

remove all structures in excess of this amount. Again, it would be up to the applicant to determine what remains and what is to be removed.

C. The BZA could grant approval of the entire variance as requested by the applicant. This would allow the applicant to retain all improvements on the property. However, they would still be required to obtain permits for all improvements which were made without permits, including the detached garage.

Based on the conclusions above, staff is recommending that the BZA choose option A above, approving only the 2,667 sq. ft. which is equal to the garage which appeared on the 1987 aerial. This would allow the applicant to retain an amount of accessory square footage which has historically been located on the subject property. If the BZA is in agreement with the staff recommendation, the following conditions should be imposed:

1. Development in accordance with site plan dated February 14, 2017, and all other applicable regulations, less the two (2) pole barns and tiki hut. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;

2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

3. Any deviation from a Code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment shall be resubmitted for the Board's review or the plans revised to comply with the standard;

4. The use of the building shall be limited to residential storage only. No accessory structure shall be used as temporary or permanent dwelling unit without approval by the BZA as an Accessory Dwelling Unit or a Guest House. Nor shall any accessory structure be used for any commercial use not associated with a bona fide home occupation;

5. Any structures in excess of the approved square footage shall be removed within sixty (60) days of final action on this application;

6. The applicant shall obtain permits for all remaining unpermitted work within ninety (90) days of final action on this application by the County or this approval becomes null and void and will be turned over to the Code Enforcement Division;

7. The use of the property shall be limited to those uses identified in Chapter 38 of the Orange County Code. No vehicles associated with the applicant's business(es) shall be stored on the subject property; and,

8. Failure to comply with the above conditions shall result in Code Enforcement action, not BZA action.

cc: Ariel Malagon
1616 S. Chickasaw Trail
Orlando, Florida 32825

ORANGE COUNTY GOVERNMENT FLORIDA

Interoffice Memorandum

June 5, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development Services Department

CONTACT PERSON: **Lori Cunniff, CEP, CHMM, Deputy Director**
Community, Environmental and Development Services Department
(407) 836-1405

SUBJECT: June 20, 2017 – Public Hearing
Taylor Morrison of Florida, Inc., Conservation Area Impact Permit Application No. CAI-16-04-018

The applicant, Taylor Morrison of Florida, Inc., is requesting a Conservation Area Impact Permit for 0.15 acre of direct Class I wetland and surface water impacts associated with construction of a new semi-private boat ramp facility on Lake Hancock. The Conservation Area Impact Permit (CAI) application accompanies semi-private boat ramp facility permit application (BR-16-04-000).

The project site is located at the intersection of Minuteman Loop and John Hancock Drive, on a lobe of Lake Hancock in Section 28, Township 23 South, Range 27 East. The Parcel ID No. is 28-23-27-9174-10-000. A location map is provided in the supporting documentation. The subject property is located in Orange County Commission District 1.

The project site is located within the West Lake Hancock Estates Subdivision, on a tract designated as open space, recreation area and boat ramp. The tract is approximately 800 feet wide and 210 feet deep. A small playground and outdoor amphitheater are located at the southern end of the tract. The adjacent lot to the south is undeveloped and will be a future single-family residence. The adjacent lot to the north is a completed single-family residence. The proposed boat ramp will be 140 feet long (as measured from the street) and 12 feet wide. The ramp will traverse a narrow wetland along the shoreline, and a small boat basin will be dredged within Lake Hancock to provide adequate depth for launching boats. Construction of the ramp and associated boat basin will require a total of 0.15 acre of direct impacts to Class I wetlands and surface waters.

Pursuant to Orange County Code, Chapter 15, Article X, Environmental Protection Division (EPD) staff have evaluated the proposed CAI Permit Application and required documentation.

The removal, alteration or encroachment within a Class I conservation area shall only be allowed in cases where no other feasible or practical alternatives exist that will permit a reasonable use of the land or where there is an overriding public benefit. The applicant has demonstrated that the proposed site plan allows for reasonable use of the land and that there are no other feasible or practical alternatives available to further minimize the impacts to Class I wetlands.

The applicant has proposed to purchase 0.01 mitigation credits from the Latham Park Mitigation Area for the impacts related to the boat ramp construction. Based on the documentation and justifications provided by the applicant, the applicant has demonstrated that the proposed site plan allows for reasonable use of the land and that there are no other feasible or practical alternatives available to further minimize the impacts to Class I wetlands. In addition, the mitigation, as proposed, offsets the impacts.

Notification of the public hearing was sent via electronic correspondence on May 15, 2017, to the applicant's agent. Notification of the adjacent property owners is not required.

There is no current enforcement action on the subject property.

Staff Recommendation

Approval of the Conservation Area Impact Permit application subject to the following conditions:

Specific Conditions:

1. The wetland impacts must be completed in accordance with the "Boat Ramp Site Plans" submitted by Madden, Moorhead & Glunt Inc., dated as received by EPD on August 18, 2016, as revised on October 14, 2016, and March 22, 2017, and as submitted by Bio-Tech Consulting, Inc., and Fender Marine Construction, dated as received on December 1, 2016. Construction shall be completed within five years from the date of issuance of this permit unless extended in writing. Requests for permit extension must be submitted to the EPD prior to the expiration date.

2. Prior to initiating any construction within the wetlands and surface waters to be impacted, EPD shall receive documentation from the owner of the Latham Park Mitigation Area stating that the sale of 0.01 (0.19 acre) mitigation credits has been completed.

3. In the event that the permittee does not successfully complete the transaction to obtain the requisite 0.01 (0.19 acre) mitigation credits from the Latham Park Mitigation Area, the permittee shall obtain a permit modification from the Environmental Protection Officer (EPO) to provide alternative mitigation for the wetland and surface water impacts prior to the commencement of any construction activities.

4. Prior to any filling within the 100-year flood zone, a Flood Plain Permit may be required from the Orange County Stormwater Management Division authorizing the fill.

5. The permittee shall notify EPD, in writing, within thirty days of any sale, conveyance, or other transfer of ownership or control of the real property subject to this permit. The permittee shall remain liable for all permit conditions and corrective actions that may be required as a result of any permit violations which occur prior to the transfer of the permit by Orange County to a subsequent owner. If applicable, no permit shall be transferred unless and until adequate financial assurance has been provided and approved by Orange County.

6. For projects which disturb one acre or more of land, or which are less than one acre but are part of a larger common plan of development of sale that is greater than one acre, coverage under a National Pollutant Discharge Elimination System (NPDES) Construction Generic Permit (CGP) is required. Prior to the start of land disturbing activities, which includes demolition, earthwork and/or construction, the operator shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and submit to the Florida Department of Environmental Protection (FDEP) a Notice of Intent (NOI) to obtain coverage under the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP) pursuant to the requirements of 62-621.300(4)(a) F.A.C. As the Operator of the MS4, copy of the NOI shall also be submitted to the Orange County NPDES Environmental Program Supervisor prior to the start of activities. Copies of the SWPPP, NOI, and FDEP Acknowledgement Letter are to be kept on the project site and made available upon request. Upon completion of all land disturbing activities and after final stabilization of the site is complete, the developer/contract shall submit to FDEP a Notice of Termination (NOT) to end their coverage under the CGP and provide a copy of the NOT to the Operator(s) of the MS4.

7. All excess lumber, scrap wood, trash, garbage and similar materials shall be removed from conservation areas and/or surface water(s) immediately.

General Conditions

8. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the EPO. Notice of the revocation shall be provided to the permit holder promptly thereafter.

9. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

10. Construction plans shall be submitted to EPD prior to initiating any construction activities for review and approval. The construction plans shall include, but are not limited to, a site plan clearly depicting the location and acreage of the impacts and preservation.

11. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.

12. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, the permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.

13. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article X of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. The permittee shall immediately notify EPD of any conflict between the conditions of this permit and any other permit or approval.

14. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

15. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.

16. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.

17. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.

18. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.

19. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.

20. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.

21. The permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.

22. Turbidity and sediment shall be controlled to prevent off-site, unpermitted impacts and violations of water quality standards pursuant to Rules 62-302.500, 62-302.530, and 62-4.242 Florida Administrative Code (FAC). Best Management Practices (BMPs), as specified in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (2013, or most current version), shall be installed and maintained at all locations where there is the possibility of transferring sediment, turbidity, or other pollutants, into wetlands and/or surfaces waters due to the permitted activities. BMPs are performance based, if selected BMPs are ineffective or if site-specific conditions require additional measures, then the permittee shall implement additional or alternative measures as necessary to prevent adverse impacts to wetlands and/or surface waters. Turbidity discharging from a site must not exceed 29 NTU over background for Class III waters and their tributaries or 0 NTU over background for those surface waters and tributaries designated as Outstanding Florida Waters (OFW). A copy of the Designer and Reviewer Manual can be found at the following website: https://www.flrules.org/Gateway/reference.asp?No=Ref-04227

23. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

ACTION REQUESTED: **Approval of Conservation Area Impact Permit (CAI-16-04-018) for Taylor Morrison of Florida, Inc., subject to the conditions listed in the staff report. District 1**

JVW/LC: mg

Attachments

Conservation Area Impact Permit Request



Conservation Area Impact Permit Request
District #1

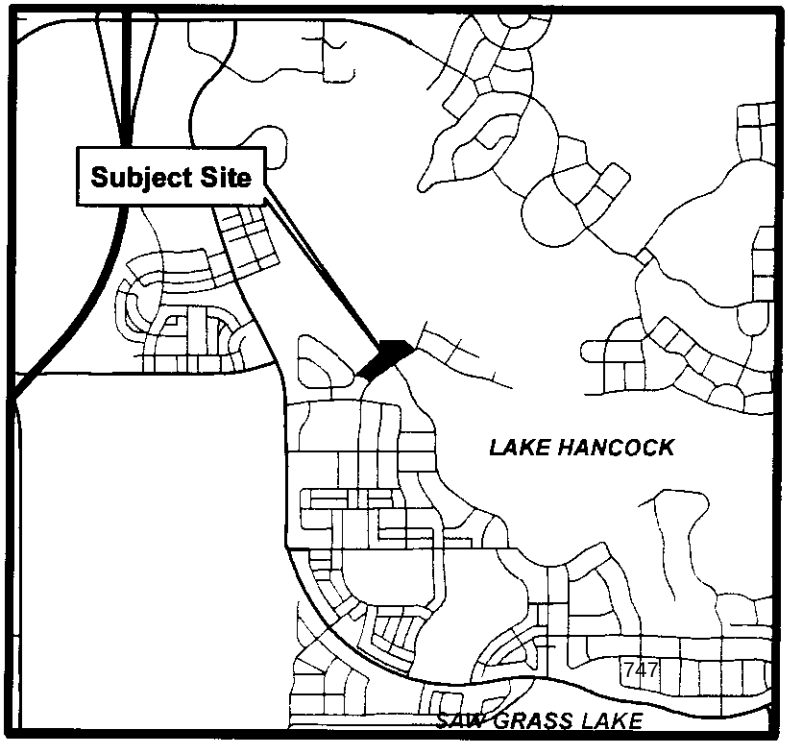
Applicant: Taylor Morrison of Florida, Inc.

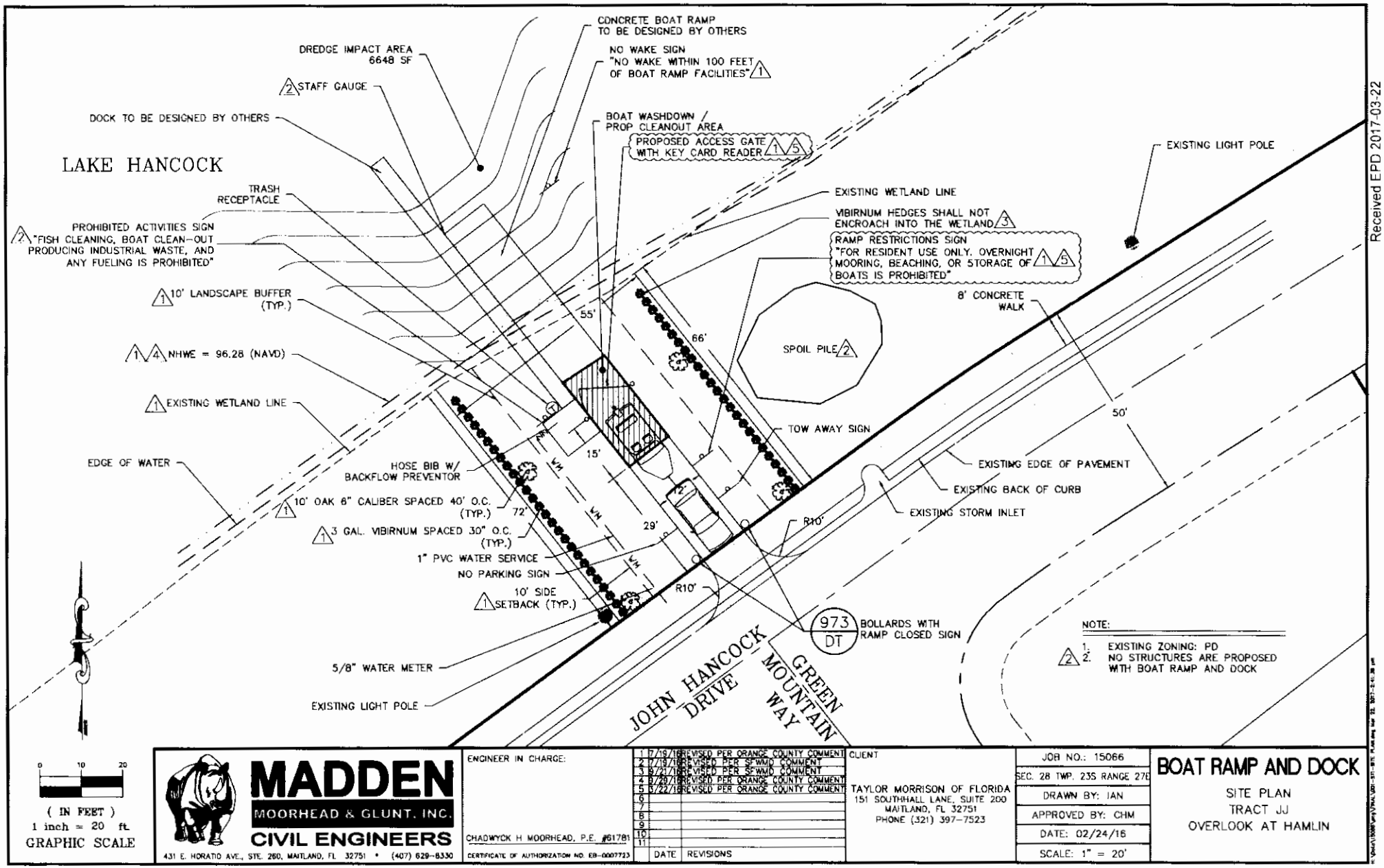
Parcel ID: 28-23-27-9174-10-000

Conservation Area Impact
Permit No.: CAI-16-04-018

Project Site

Property Location





MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 • (407) 629-8330

ENGINEER IN CHARGE:
CHADWYCK H MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
1	7/19/16	REVISED PER ORANGE COUNTY COMMENT
2	7/19/16	REVISED PER SFWMD COMMENT
3	8/21/16	REVISED PER SFWMD COMMENT
4	8/29/16	REVISED PER ORANGE COUNTY COMMENT
5	9/22/16	REVISED PER ORANGE COUNTY COMMENT
6		
7		
8		
9		
10		
11		

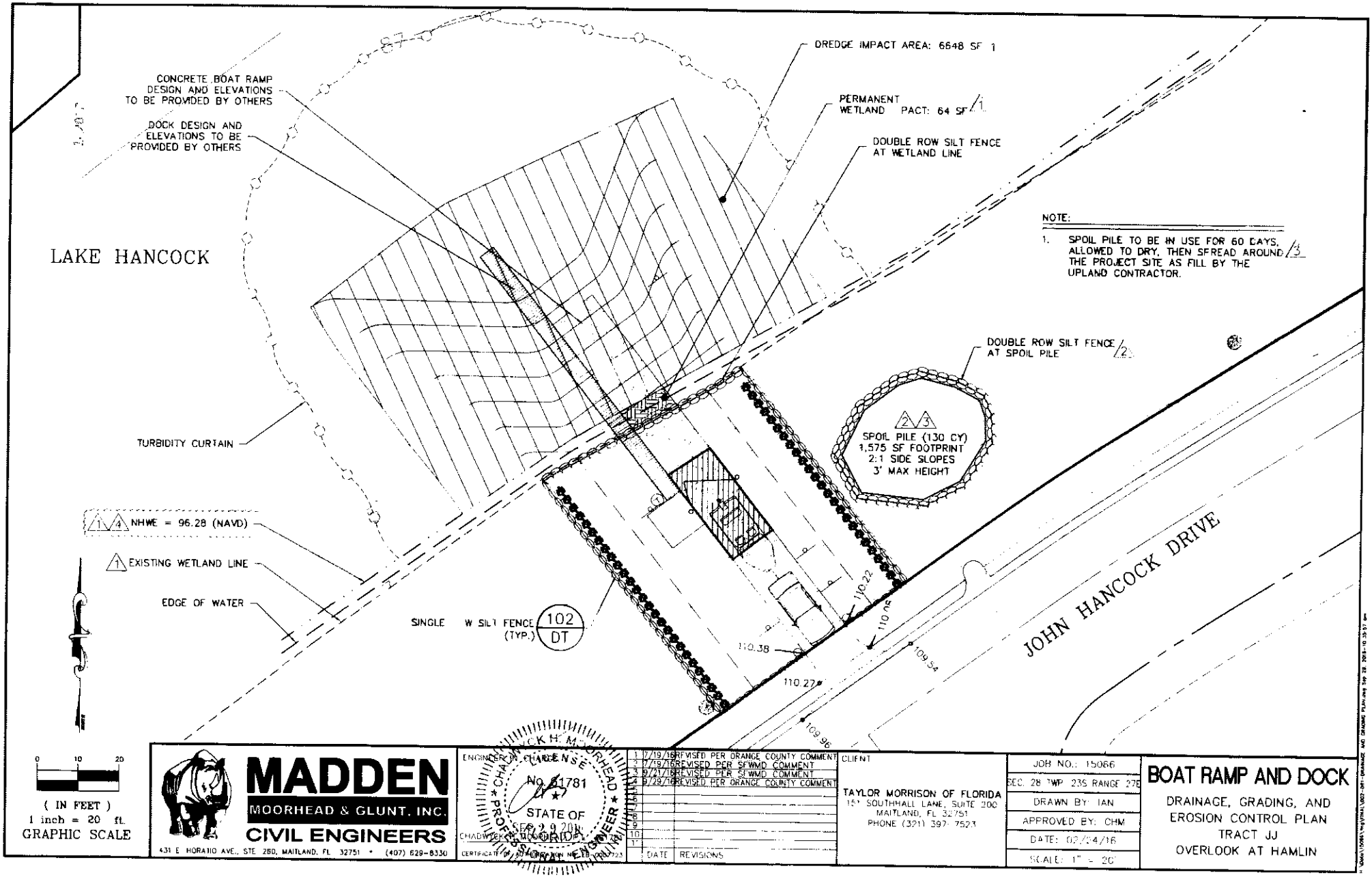
CLIENT
TAYLOR MORRISON OF FLORIDA
151 SOUTHHALL LANE, SUITE 200
MAITLAND, FL 32751
PHONE (321) 397-7523

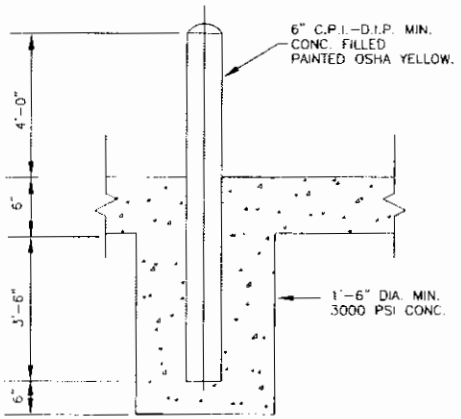
JOB NO.:	15066
SEC. 28 TWP. 23S RANGE 27E	
DRAWN BY:	IAN
APPROVED BY:	CHM
DATE:	02/24/16
SCALE:	1" = 20'

BOAT RAMP AND DOCK

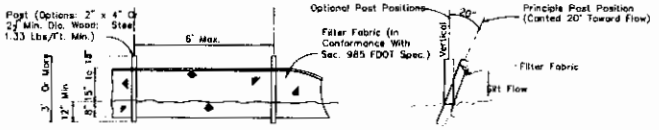
SITE PLAN
TRACT JJ
OVERLOOK AT HAMLIN

Received EPD 2017-03-22


DREDGE IMPACT AREA: 6648 SF 1
CONCRETE BOAT RAMP DESIGN AND ELEVATIONS TO BE PROVIDED BY OTHERS
DOCK DESIGN AND ELEVATIONS TO BE PROVIDED BY OTHERS
PERMANENT WETLAND PACT: 64 SF 1
DOUBLE ROW SILT FENCE AT WETLAND LINE
LAKE HANCOCK
NOTE:
1. SPOIL PILE TO BE IN USE FOR 60 DAYS, ALLOWED TO DRY, THEN SPREAD AROUND THE PROJECT SITE AS FILL BY THE UPLAND CONTRACTOR. 3
DOUBLE ROW SILT FENCE AT SPOIL PILE 2
TURBIDITY CURTAIN
2 3
SPOIL PILE (130 CY)
1,575 SF FOOTPRINT
2:1 SIDE SLOPES
3' MAX HEIGHT
1 4 NHWE = 96.28 (NAVD)
1 EXISTING WETLAND LINE
EDGE OF WATER
SINGLE W SILT FENCE (TYP.) 102 DT
110.22
110 ns
110.38
109.54
110.27
109.96
JOHN HANCOCK DRIVE
0 10 20
(IN FEET)
1 inch = 20 ft.
GRAPHIC SCALE
MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 • (407) 629-8330
ENGINEER IN CHARGE
CHADWICK H. MOORHEAD
LICENSE
No. 61781
STATE OF FLORIDA
SEC 2 9 20
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB 0001723
1 7/19/16 REVISED PER ORANGE COUNTY COMMENT
2 7/19/16 REVISED PER SFWMD COMMENT
3 9/21/16 REVISED PER SFWMD COMMENT
4 9/29/16 REVISED PER ORANGE COUNTY COMMENT
5
6
7
8
9
10
11
DATE REVISIONS
CLIENT
TAYLOR MORRISON OF FLORIDA
151 SOUTHHALL LANE, SUITE 200
MAITLAND, FL 32751
PHONE (321) 397-7523
JOB NO.: 15066
SEC. 28 TWP 23S RANGE 27E
DRAWN BY: IAN
APPROVED BY: CHM
DATE: 09/04/16
SCALE: 1" = 20'
BOAT RAMP AND DOCK
DRAINAGE, GRADING, AND EROSION CONTROL PLAN
TRACT JJ
OVERLOOK AT HAMLIN



873 BOLLARD
N.T.S.



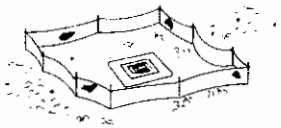
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE III SILT FENCE

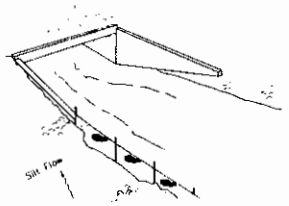


Note: Spacing for Type III Fence to be in accordance with Chart 1, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3.

Type III Silt Fence



Type III Silt Fence Protection
Around Ditch Bottom Inlets.



Type III Silt Fence

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water

SILT FENCE APPLICATIONS

102 TYPICAL SWALE SECTION
N.T.S.

MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 • (407) 629-8330

ENGINEER: CHADWICK H. MOORHEAD
LICENSE No. 61781
STATE OF FLORIDA
CHADWICK H. MOORHEAD, P.E.
CERTIFICATE OF AUTHORIZATION NO. EB 0007723

	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

CLIENT
TAYLOR MORRISON OF FLORIDA
151 SOUTHHALL LANE, SUITE 200
MAITLAND, FL 32751
PHONE (321) 397-7523

JOB NO.: 15066
SEC. 28 TWP. 23S RANGE 27E
DRAWN BY: IAN
APPROVED BY: CHM
DATE: 02/24/16
SCALE: 1" = 20'

BOAT RAMP AND DOCK

CONSTRUCTION DETAILS
TRACT JJ
OVERLOOK AT HAMLIN



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Overlook Boat Ramp
Orange County, Florida
Impact Exhibit

N

0.0055 Miles

Project #:183-39
Produced By:JDH
Date: 12/1/2016

OCEPD DEC12016PM2:232

LOCATION

DECKING TO STRINGER	2x8	2-3" SCREWS
STRINGER CROSS TIE	2x10	H4 OR EQUIV.
CROSS BRACE TO POST	2x6	3/8" x 4 1/2" LAG BOLT

AWPA RETENTION REQUIREMENTS

APPLICATION USE CATEGORY	ACQ (PCF)
ABOVE GROUND	0.25
GROUND / FRESH WATER CONTACT	0.40
PERMANENT WOOD FOUNDATION	0.60
SALT WATER SPLASH	0.60
SALT WATER IMMERSION	2.50
LUMBER, TIMBERS AND PLYWOOD	-
STRUCTURAL POLES	0.60
FOUNDATIONS / FRESH WATER	0.80

TYPE OF STRUCTURE	TYPE OF WORK	NUMBER OF DOCKS	LENGTH	WIDTH	HEIGHT	SF OVER WATER	NO. OF SLIPS	SF OVER CONSERVATION AREA
TERMINAL PLATFORM	NEW	0	0				-	
TERMINAL WALKWAY	NEW	0	0				-	
WALKWAY WEDGE	NEW	0	0				-	
WALKWAY OVER WATER	NEW	0	55'	4'	3'	220 SF	-	
CONSERVATION AREA	NEW	0	53.5'	4'	3'		-	214 SF
WALKWAY UPLANDS	NEW	0	55'	4'	3'	220 SF	-	
SQUARE FEET OVER WATER							220 SF	
SHORELINE 111.5 LF							-	

GENERAL NOTES

1. DETAILS SHOWN ON PLANS MAY BE FOR TYPICAL CONDITIONS. FOR CONDITIONS NOT SHOWN, PROVIDE DETAILS OF A SIMILAR NATURE.
2. DIMENSIONS SHOWN ON THESE PLANS SHALL BE VERIFIED BY THE CONTRACTOR OR BUILDER PRIOR TO CONSTRUCTION. THESE PLANS MAY NOT BE DRAWN TO SCALE. SCALING OF DRAWINGS IS STRONGLY DISCOURAGED. DIMENSIONED DRAWINGS TAKE PRECEDENT OVER SCALED. IF CONFLICTS EXIST IN THE DRAWINGS, THE MORE STRINGENT SHALL PREVAIL.
3. THE CONTRACTOR SHALL COORDINATE ALL NEW WORK WITH EXISTING CONDITION AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER AND OWNER.
4. OBTAIN APPROVAL FROM THE ENGINEER PRIOR TO ALL STRUCTURAL CHANGES.
5. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION PRACTICES, INCLUDING TECHNIQUES, PROCEDURES, SHORING AND THE SEQUENCE OF CONSTRUCTION. CONTRACTOR SHOULD NOTIFY ENGINEER IF A CONFLICT ARISES DUE TO VARIATIONS OR OTHER PROBLEMS WITH THE CONSTRUCTION DOCUMENTS.
6. SURVEY AND WETLAND INFORMATION IS PROVIDED TO ENGINEER AND IS PORTRAYED FOR CONCEPTUAL LOCATION ONLY. DISPLAY DOES NOT CONSTITUTE REVIEW ACCEPTANCE OR ENDORSEMENT OF INFORMATION CONTAINED THEREIN. (BASED ON PROPERTY SURVEY BY OTHERS)
7. HANDRAIL TO BE INSTALLED AT ALL LOCATIONS GREATER THAN 30" ABOVE ADJACENT GRADE, AND ALL OTHER LOCATIONS REQUIRED BY FLORIDA BUILDING CODE.
8. ALL PILES IN CONTACT WITH THE WATER SHALL BE WRAPPED IN PLASTIC TO PREVENT LEACHING OF POISONS INTO THE WATER.

APPLICABLE CODES AND STANDARDS

CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THESE STRUCTURAL SPECIFICATIONS AND THE REQUIREMENTS CONTAINED IN THE FOLLOWING CODES AND STANDARDS. WHEN A DIFFERENCE EXIST BETWEEN THESE SPECIFICATIONS AND ANY OTHER GOVERNING CODE, THE MORE STRINGENT SHALL CONTROL. ANY OTHER ITEMS NOT COVERED THEREIN SHALL BE COMMENSURATE WITH SOUND ENGINEERING AND STANDARD CONSTRUCTION PRACTICES.

2014 FLORIDA BUILDING CODE
AISC MANUAL OF STEEL CONSTRUCTION
AMERICAN CONCRETE INSTITUTE (ACI) 318-02)
AMERICAN WOOD COUNCIL – NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION 1997 EDITION
AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE 7-02) MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.

DECK LIVE LOAD 40 PSF
WIND SPEED 139 MPH
EXPOSURE "B"
INTERNAL PRESSURE COEFF +/- 0.55
HOIST BEAMS 4,000 LB LOAD (2,000 LBS / BEAM)

MATERIALS

1. ALL STRUCTURAL LUMBER SHALL BE SOUTHERN YELLOW PINE NO. 2 OR BETTER
2. ALL LUMBER EXPOSED TO THE WEATHER OR GROUND SHALL BE PRESSURE TREATED.
3. ALL PRESSURE TREATED LUMBER IN CONTACT WITH WATER SHALL BE WRAPPED IN PLASTIC OR OTHER APPROVED SYSTEM TO PREVENT LEACHING OF CHEMICALS INTO THE WATER.
4. ALL HURRICANE LOAD CONNECTORS SHALL BE AS NOTED ON PLANS.

JENNIFER L. TELIGA LICENSE NO. 66210 STATE OF FLORIDA PROFESSIONAL ENGINEER

FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

JENNIFER R. TELIGA, P.E.
P.E. NO. 64621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711

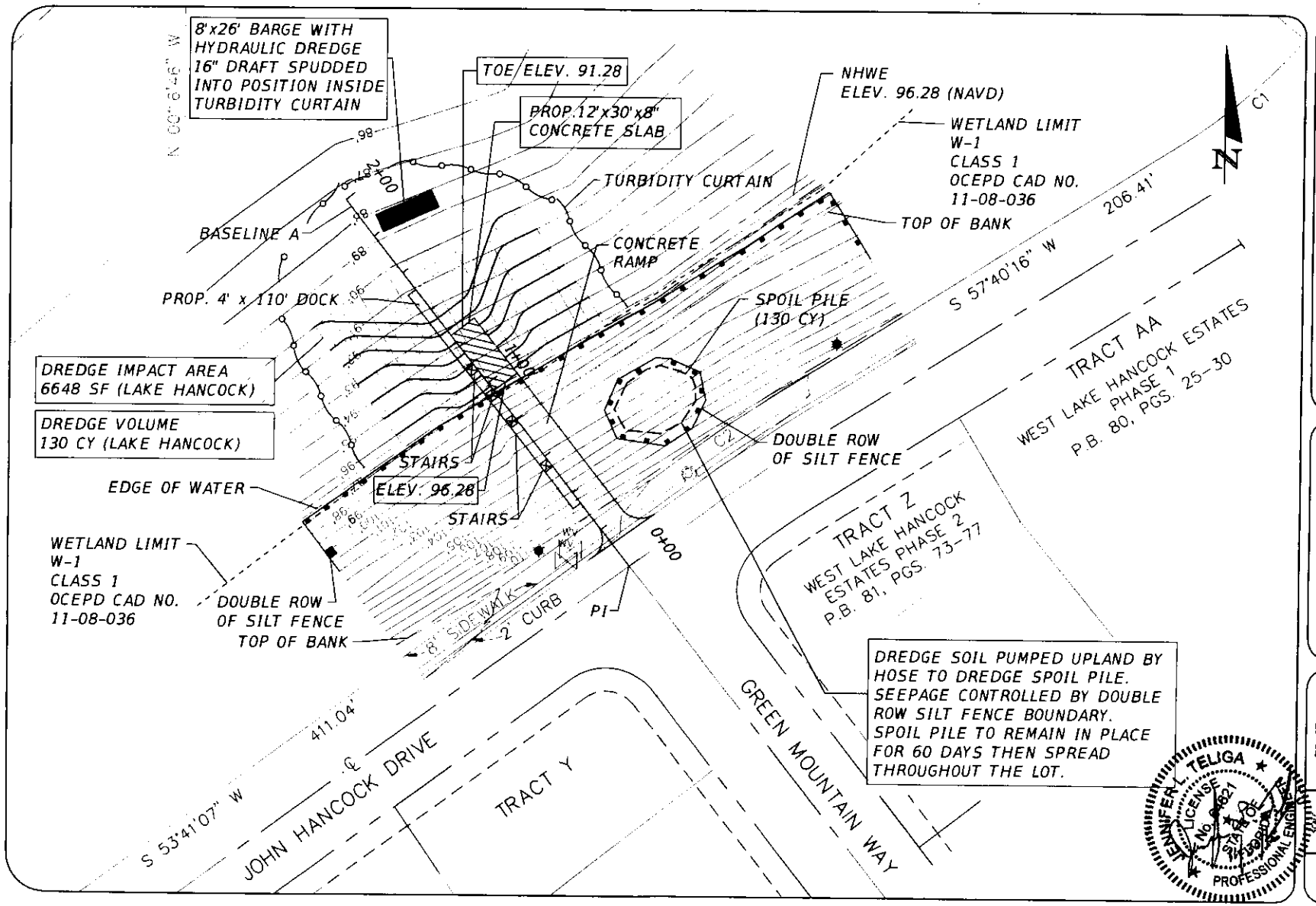
TRACT JJ
BOAT RAMP
WEST LAKE HANCOCK ESTATES PHASE 2

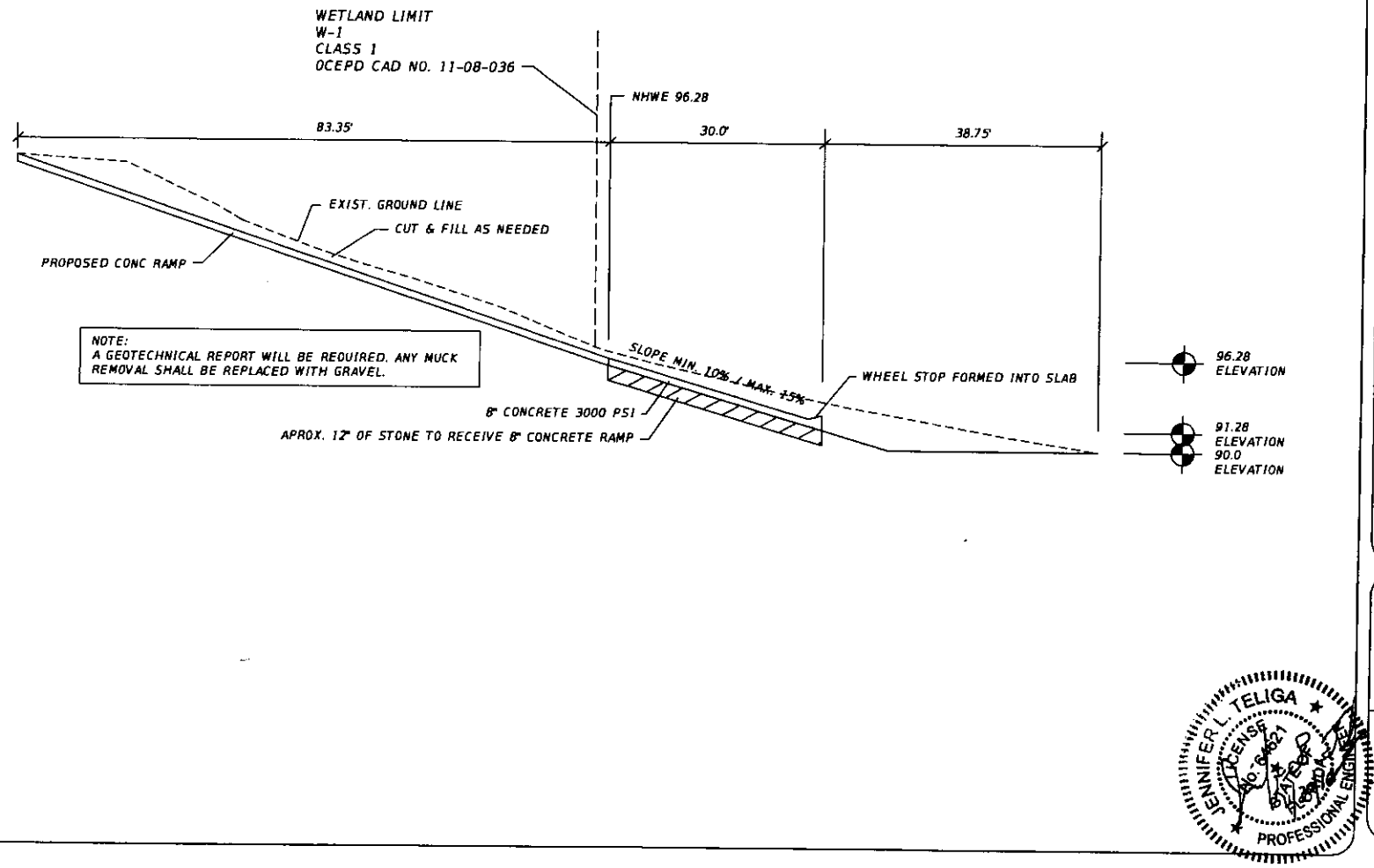
SCALE: NTS

SHEET: 1

752

DEP DEC 2016 02:32


8'x26' BARGE WITH HYDRAULIC DREDGE 16" DRAFT SPUDDED INTO POSITION INSIDE TURBIDITY CURTAIN
TOE/ELEV. 91.28
PROP.12'x30'x8" CONCRETE SLAB
NHWE ELEV. 96.28 (NAVD)
WETLAND LIMIT W-1 CLASS 1 OCEPD CAD NO. 11-08-036
TURBIDITY CURTAIN
TOP OF BANK
CONCRETE RAMP
BASELINE A
PROP. 4' x 110' DOCK
SPOIL PILE (130 CY)
206.41'
S 57°40'16" W
TRACT AA
WEST LAKE HANCOCK ESTATES PHASE 1
P.B. 80, PGS. 25-30
DREDGE IMPACT AREA 6648 SF (LAKE HANCOCK)
DREDGE VOLUME 130 CY (LAKE HANCOCK)
DOUBLE ROW OF SILT FENCE
STAIRS
ELEV. 96.28
EDGE OF WATER
STAIRS
WETLAND LIMIT W-1 CLASS 1 OCEPD CAD NO. 11-08-036
DOUBLE ROW OF SILT FENCE
TOP OF BANK
8' SIDEWALK
2' CURB
PI
0+00
TRACT Z
WEST LAKE HANCOCK ESTATES PHASE 2
P.B. 81, PGS. 73-77
DREDGE SOIL PUMPED UPLAND BY HOSE TO DREDGE SPOIL PILE. SEEPAGE CONTROLLED BY DOUBLE ROW SILT FENCE BOUNDARY. SPOIL PILE TO REMAIN IN PLACE FOR 60 DAYS THEN SPREAD THROUGHOUT THE LOT.
411.04'
S 53°41'07" W
JOHN HANCOCK DRIVE
TRACT Y
GREEN MOUNTAIN WAY
JENNIFER L. TELIGA
LICENSE No. 64621
STATE OF FLORIDA
PROFESSIONAL ENGINEER
FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750
JENNIFER R. TELIGA, P.E.
P.E. NO. 64621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711
TRACT JJ BOAT RAMP WEST LAKE HANCOCK ESTATES PHASE 2
1"=40'
SHEET:
2



FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

JENNIFER R. TELIGA, P.E.
P.E. NO. 64621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711

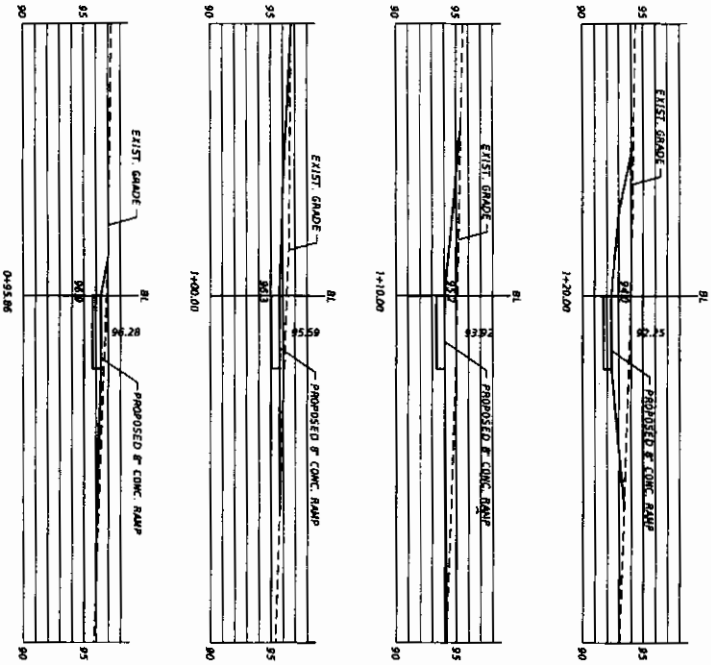
TRACT JJ
BOAT RAMP
WEST LAKE
HANCOCK
ESTATES 2

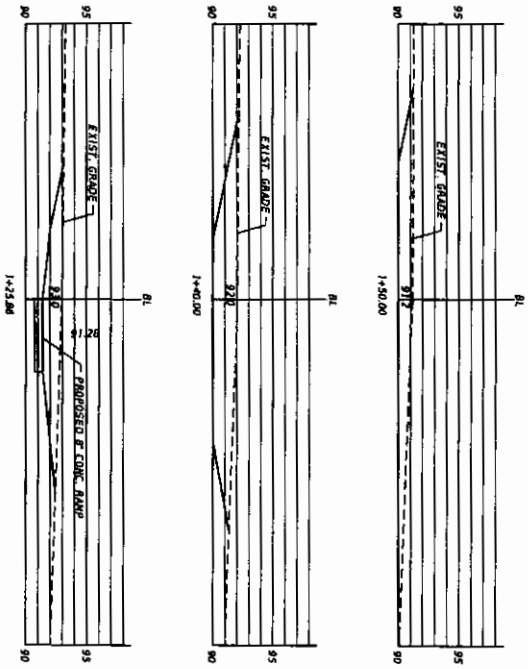
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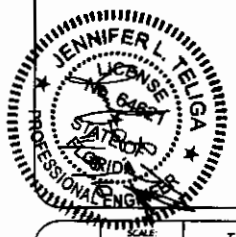
SHEET: 3

JENNIFER L. TELIGA
LICENSE NO. 64621
STATE OF FLORIDA
PROFESSIONAL ENGINEER

OCEPD DEC 2016 #2752







SHEET:	SCALE:	
4	1"=20'	TRACT JJ BOAT RAMP WEST LAKE HANCOCK ESTATES PHASE 2

JENNIFER R. TELIGA, P.E.
P.E. NO. 64621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711

FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

DEC 10 2015 PM 2:52

JENNIFER L. TELIGA
LICENSE
No. 64621
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

SHEET:	SCALE:	
5	NTS	TRACT JJ BOAT RAMP WEST LAKE HANCOCK ESTATES PHASE 2

JENNIFER R. TELIGA, P.E.
P.E. NO. 64621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711

FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

OCEPD DEC1201SPM2:252

Interoffice Memorandum

June 5, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **Lori Cunniff, CEP, CHMM, Deputy Director**
Community, Environmental and Development
Services Department
(407) 836-1405

SUBJECT: June 20, 2017 – Public Hearing
Taylor Morrison of Florida, Inc., Application to Construct a Semi-Private Boat Ramp Facility and Application for Variances (BR-16-04-000)

The applicant, Taylor Morrison of Florida, Inc., requests a permit to construct a new semi-private boat ramp facility adjacent to Lake Hancock. In addition, the applicant requests three (3) variances to Orange County Code. The semi-private boat ramp facility permit application (BR-16-04-000) accompanies Conservation Area Impact Permit (CAI-16-04-018).

The project site is located at the intersection of Minuteman Loop and John Hancock Drive, on a lobe of Lake Hancock in Section 28, Township 23 South, Range 27 East. The Parcel ID No. is 28-23-27-9174-10-000. The subject property is located in Orange County Commission District 1.

The project site is located within the West Lake Hancock Estates Subdivision, on a tract designated as open space, recreation area and boat ramp. The tract is approximately 800 feet wide and 210 feet deep. A small playground and outdoor amphitheater are located at the southern end of the tract. The adjacent lot to the south is undeveloped and will be a future single-family residence. The adjacent lot to the north is a completed single-family residence. The proposed boat ramp will be 140 feet long and 12 feet wide.

The applicant has requested three (3) variances to Orange County Code:

1. Section 15-603(m) (more than one subdivision): The Code requires that a semi-private boat ramp facility be utilized by the residents of a subdivision wherein the boat ramp facility is located. The applicant is requesting that in addition to the residents of the West Lake Hancock Estates Subdivision, residents of the Overlook 2 at Hamlin and 36 lakefront residents of the Summerlake Subdivision be authorized to utilize the boat ramp facility.

The applicant has stated that pursuant to Specific Condition of Approval #29, in CAI #05-046, the residents of Summerlake Subdivision are prohibited from having their own semi-private boat ramp facility.

The applicant also cites engineering and economic constraints, and the lack of a designated boat ramp tract as extraordinary hardships that preclude the feasibility of a boat ramp facility in the Overlook 2 at Hamlin Subdivision.

2. Section 15-605(b)(8) (dock length): The Code states, "No semi-private companion boat mooring dock shall exceed the length of the boat ramp (measured from the normal high water mark to the waterward end of the ramp) and a width of four (4) feet." The proposed companion dock will project into Lake Hancock 25 feet beyond the end of the boat ramp.

   The applicant has stated that the variance is necessary for safer loading/unloading of watercraft and adequate water depth for launching boats.

3. Section 15-605(b)(14) (letter of credit): The Code requires, "the applicant to post a one-year irrevocable letter of credit, in favor of Orange County, in the amount of 10% of the assessed value of the boat ramp facility site..."

   The applicant has proposed to post a letter of credit or cash escrow in favor of Orange County in the amount $3,750. This is ten percent of the total of the estimated cost to construct the boat ramp facility x 125 percent. The County has accepted this arrangement in the past for similar circumstances.

In accordance with the noticing requirements set forth in Article XV, Section 15-605(d)(2), a notice has been published in a newspaper of general circulation in Orange County at least two (2) weeks prior to the public hearing. The applicant posted a notice of public hearing on the subject parcel on May 20, 2017. The applicant completed mailing notices of the public hearing to all upland owners on Lake Hancock on May 23, 2017.

Pursuant to Orange County Code, Chapter 15, Article XV, Environmental Protection Division (EPD) staff has evaluated the proposed Semi-Private Boat Ramp Facility Permit Application, the requests for variance and required documents.

There is no current enforcement action on the subject property.

Staff Recommendation

Approval of the semi-private boat ramp facility permit application and three variance requests subject to the following conditions:

Specific Conditions:

1. This permit shall become final and effective upon expiration of the ten (10) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.

2. Construction activities shall be completed in accordance with the "Boat Ramp Site Plans" submitted by Madden, Moorhead & Glunt Inc., dated as received by EPD on August 18, 2016, as revised on October 14, 2016, and March 22, 2017, and as submitted by Bio-Tech Consulting, Inc., dated as received on December 1, 2016, and as submitted by Fender Marine Construction, dated as received on December 1, 2016. The construction of the boat ramp facility shall be completed five (5) years from the date of issuance of this permit. Requests for permit extension must be submitted to EPD prior to the expiration date. Operational conditions, post construction, remain in effect, in perpetuity.

3. The permittee may maintain a clear access corridor below the Normal High Water Elevation (NHWE) of Lake Hancock (97.30 feet mean sea level, NGVD), not to exceed the 20 percent of the length of shoreline on the tract. The ramp and companion dock must be located within this corridor.

4. No wake within a 100-foot radius of the boat ramp facility shall be allowed. "No-Wake Zone" signage shall be installed at the end of the boat ramp, as depicted on the "Boat Ramp Site Plans", submitted by Madden, Moorhead & Glunt Inc., as dated as received by EPD on March 22, 2017, prior to the final inspection or issuance of Certificate of Completion.

5. The boat ramp facility must clearly be marked with signage that explicitly states that no overnight mooring, beaching, or storage shall be allowed, as depicted on the "Boat Ramp Site Plans", submitted by Madden, Moorhead & Glunt Inc., as dated as received by EPD on March 22, 2017. The signage shall be installed prior to final inspection or issuance of Certificate of Completion.

6. The parking of any car or trailer at the boat ramp facility site is prohibited. A "Tow-Away" warning sign shall be installed at the boat ramp facility site, as depicted on the "Boat Ramp Site Plans", submitted by Madden, Moorhead & Glunt Inc., as dated as received by EPD on March 22, 2017. The signage must be installed prior to final inspection or issuance of Certificate of Completion.

7. Within thirty (30) days of issuance of this permit, or prior to EPD approval of the building permit, whichever comes last, a Developers Agreement, accepted and approved by Orange County, shall be recorded in the public records of Orange County and a copy of the recorded Developers Agreement submitted to EPD.

8. Prior to the final inspection of the boat ramp facility or issuance of Certificate of Completion, the applicant shall post a letter of credit or cash escrow, in a form accepted by Orange County, in the amount of ten (10) percent of the estimated cost of construction of the boat ramp facility site, multiplied by 125 percent, in favor of Orange County. Please note that the ten (10) percent shall be the cost of construction of the boat ramp and any other improvements which may be required by state or local regulations, or Article XV, to be built in conjunction with the type of boat ramp, and the assessed value of the duly platted lot or parcel of record which is the location of any boat ramp facility.

9. The launching of motorized vessels shall be prohibited, and access to the ramp shall be blocked off, when water level drops below 93.00 feet mean sea level (NGVD). Signage shall be installed informing boaters of this restriction as depicted on the "Boat ramp Site Plans", as submitted by Madden, Moorhead & Glunt Inc., as dated as received by EPD on March 22, 2017.

10. A permanent staff gauge shall be properly installed and maintained in a usable condition at the end of the companion dock of the boat ramp, as depicted on the "Boat Ramp Site Plans", submitted by Madden, Moorhead & Glunt Inc., as dated as received by EPD on March 22, 2017. The accuracy of the staff gauge will be confirmed by a professional surveyor annually, and at such times as the accuracy may be compromised by accident, vandalism or other occurrence. A letter shall be submitted to EPD with the survey information prior to final inspection or issuance of Certificate of Completion, and following any other survey event.

11. The following restriction shall apply to the operation and use of the boat ramp: No fueling is allowed at the ramp; boats with antifouling paint may not use the ramp; power loading or unloading shall be prohibited; no draining or washing of watercraft shall be permitted at the ramp; and shoreline mooring shall be prohibited at the boat ramp.

12. The permittee shall restore any unauthorized wetland and/or littoral zone impacts within thirty (30) days of completion of the project. The restoration will be done to the satisfaction of EPD.

13. This permit does not authorize any fill in wetlands, or below the NHWE of Lake Hancock, that may be necessary to construct the boat ramp facility, or maintain or create navigable access from the boat ramp to the lake, other than as depicted in the approved "Boat Ramp Site Plans."

14. Any minor modifications [as determined by the Environmental Protection Officer (EPO)] for the construction of the boat ramp facility may be approved by way of Consent Agenda.

15. A variance to Section 15-603(m) (more than one subdivision) is hereby granted, that the residents of the West Lake Hancock Estates, Overlook 2 at Hamlin subdivisions, and the 36 lakefront residents of the Summerlake Subdivision, may utilize the boat ramp facility. The 36 lots in Summerlake include: Lots 1 - 7, Block S, Summerlake PD Phase 1B, Lot 8, Block S, Summerlake PD Phase 2A & 2B, Lots 21A - 26A, Block V, Summerlake PD Phase 2A & 2B, Lots 1 – 20, Block KK, Summerlake PD Phase 3A and Lots 78 & 79, Isles of Lake Hancock Phase 3E.

16. A variance to Section 15-605(b)(8) (dock length) is hereby granted for the boat ramp facility companion dock to extend 25 feet further waterward than the end of the boat ramp.

17. A variance to Section 15-605(b)(14) (letter of credit) is hereby granted. The applicant shall provide a letter of credit or cash escrow, in the amount of ten (10) percent of the cost to construct the boat ramp facility, multiplied by 125 percent, in favor of Orange County.

General Conditions:

18. A copy of this permit, along with EPD stamped and approved drawings, should be taken to the Orange County Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the Orange County Zoning Division at (407) 836-5525.

19. After approval by Orange County Zoning, the certified site plans will need to be reviewed by the Orange County Building Division in order to obtain a building permit. For further information, please contact the Orange County Division of Building Safety at (407) 836-5550.

20. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of any required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the EPO. Notice of the revocation shall be provided to the permit holder promptly thereafter.

21. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

22. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.

23. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, the permittee agrees to either obtain written consent or to remove the offending structure or encroachment within (sixty) 60 days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.

24. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this

permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article XV of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency, the permittee shall comply with the most stringent conditions. The permittee shall immediately notify EPD of any conflict between the conditions of this permit and any other permit or approval.

25. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

26. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.

27. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.

28. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate. EPD may revoke the permit upon discovery of information that may cause pollution to water bodies, cause an adverse impact on the riparian rights of other waterfront property owners, or impede the traditional use and enjoyment of the waterbody by the public.

29. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.

30. The permittee shall notify EPD, in writing, within thirty (30) days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. The permittee shall remain liable for any corrective actions that may be required as a result of any permit violations until the permit is legally transferred.

31. All excess lumber, scrap wood, trash, garbage, and similar materials shall be removed from the project area and/or surface waters immediately.

32. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.

33. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.

34. The permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.

35. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 F.A.C. Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility exists of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

36. Pursuant to Section 125.022, Florida Statutes, issuance of this construction permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain the requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

37. Pursuant to Section 125.022, Florida Statutes, the applicant shall obtain all other applicable state or federal permits before commencement of construction.

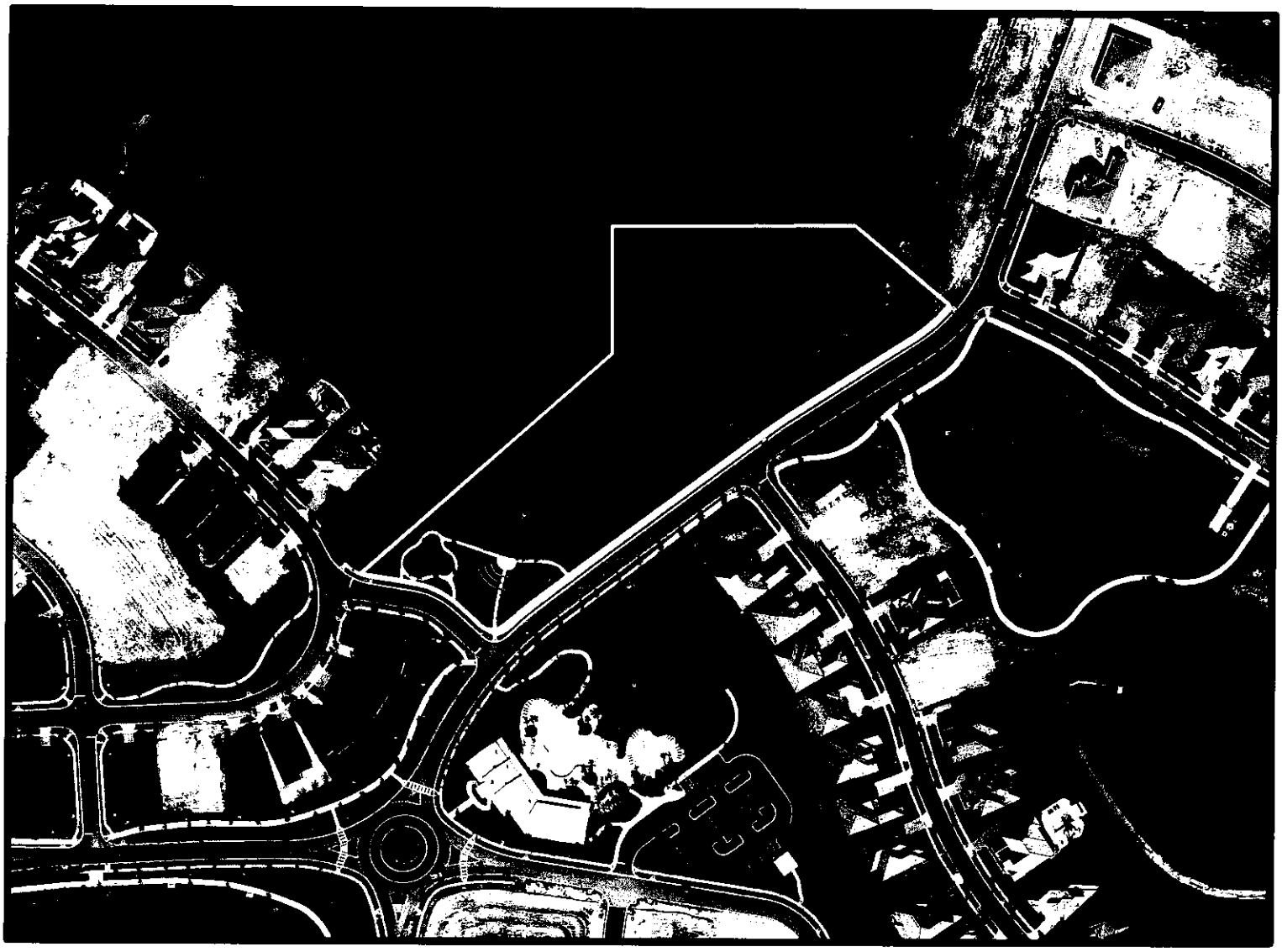
38. Within thirty (30) days of completion of the activities authorized herein, the permittee must provide an as-built drawing on a final survey, signed and sealed by an appropriate professional licensed by the State of Florida, with the notice of completion. The signed and sealed as-built survey shall include, but is not limited to; an aerial view of the project site with the location of any conservation easements, tracts, or conservation areas, the NHWE for Lake Hancock, topographic elevations and cross sections with elevation data in the exact same area as the cross sections on the approved "Boat Ramp Site Plans", and complete dimensions of the companion dock and boat ramp.

ACTION REQUESTED: **Approval of Semi-Private Boat Ramp Facility Permit (BR-16-04-000) and Variance Requests for Taylor Morrison of Florida, Inc., subject to the conditions listed in the staff report. District 1**

JVW/LC: mg

Attachments

Semi-Private Boat Ramp Facility Permit Request



Semi-Private Boat Ramp Facility
Permit Request
District #1

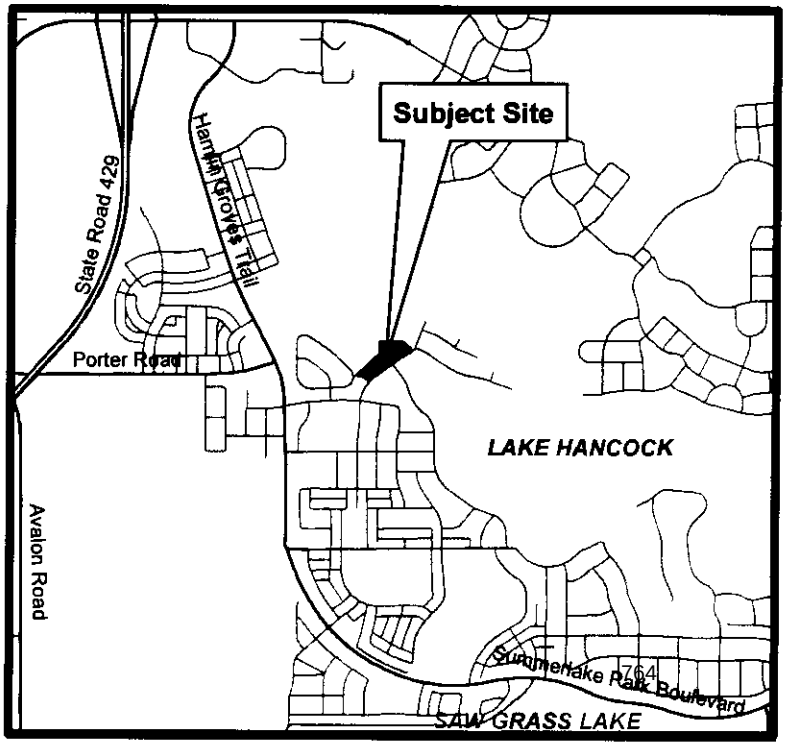
Applicant: Taylor Morrison of Florida, Inc.

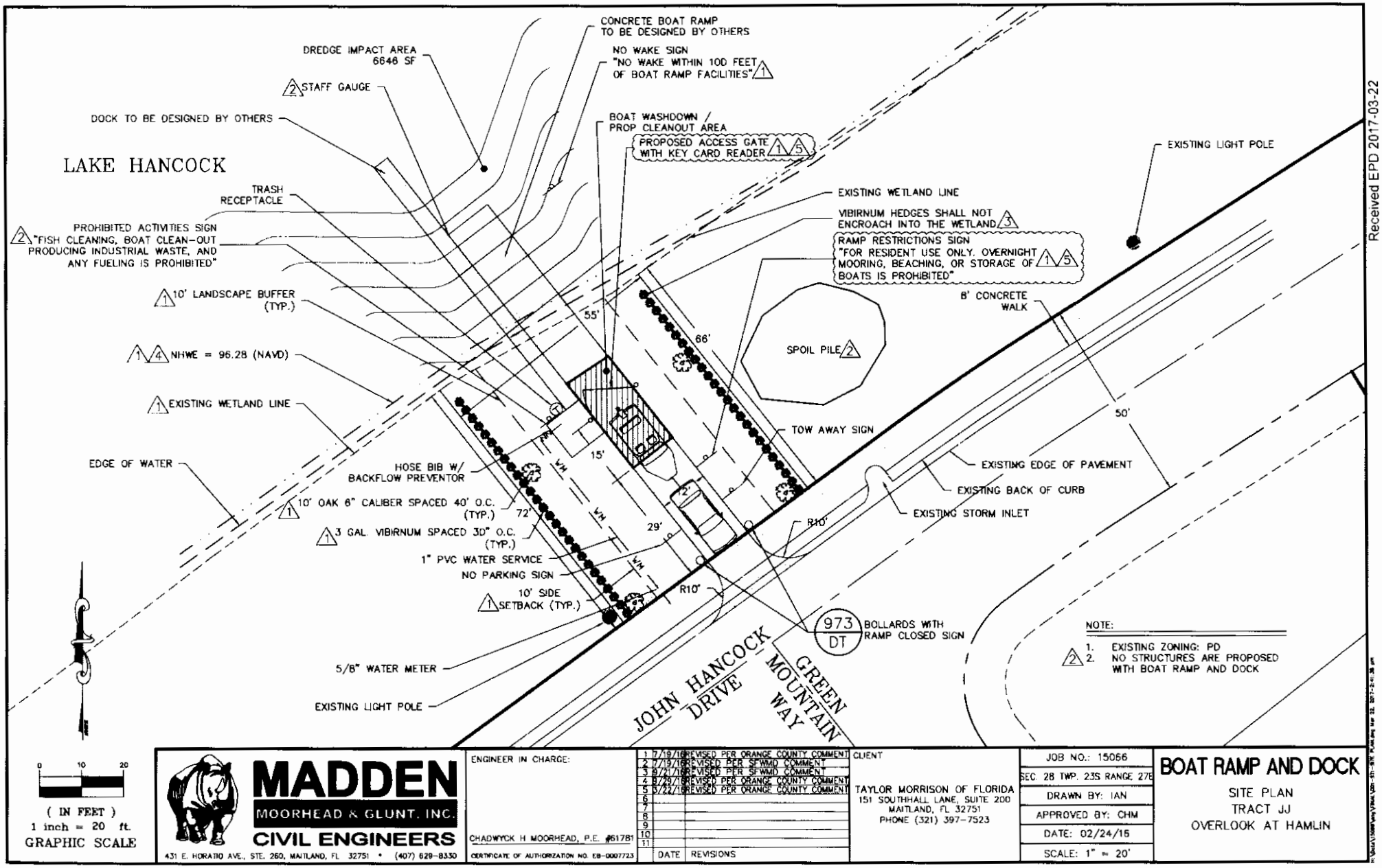
Parcel ID: 28-23-27-9174-10-000

Semi-Private Boat
Ramp Permit No.: BR-16-04-000

Project Site

Property Location





Received EPD 2017-03-22

MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 • (407) 629-8330

ENGINEER IN CHARGE:
CHADWYCK H MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

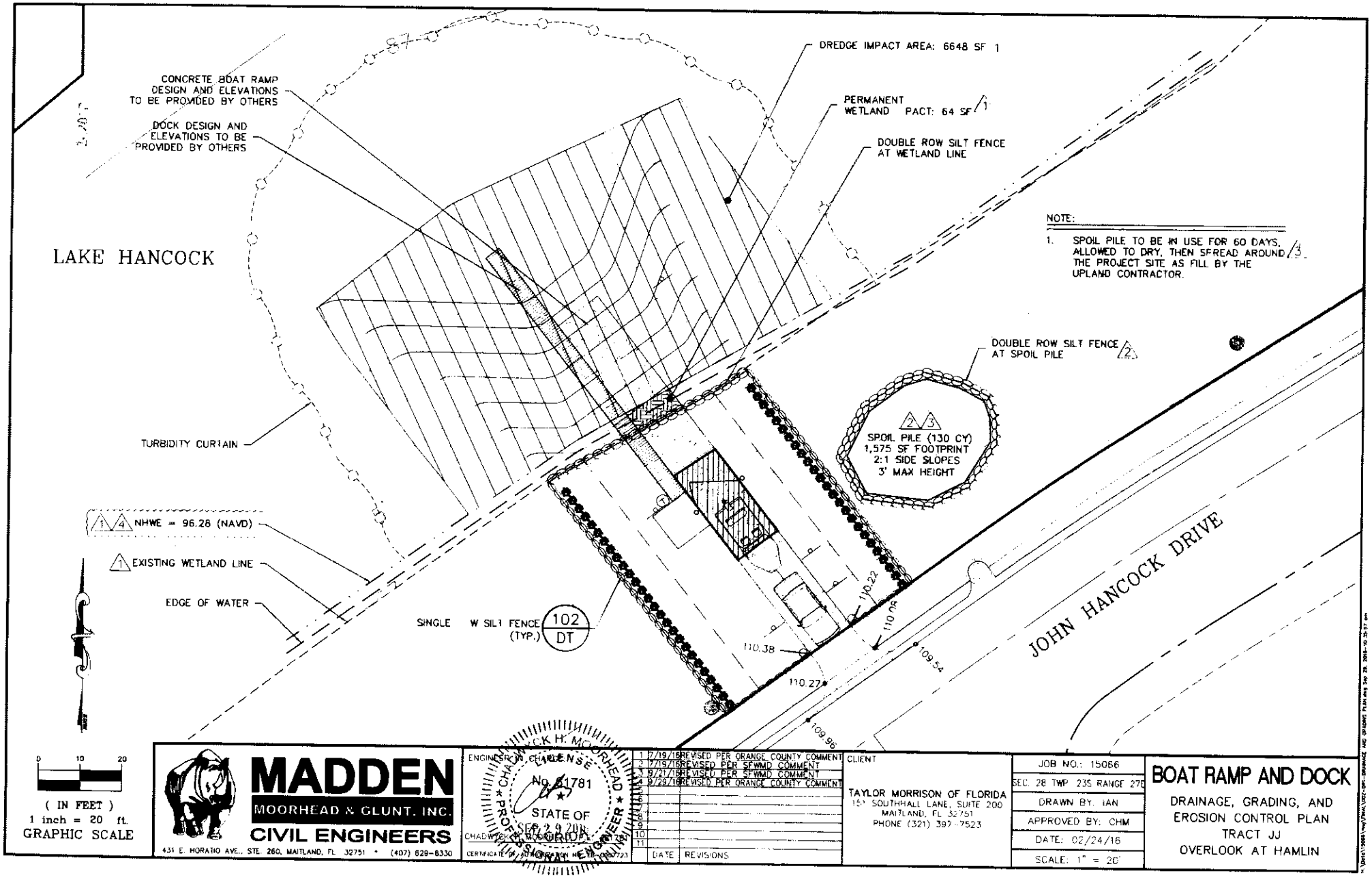
	DATE	REVISIONS
1	7/19/16	REVISED PER ORANGE COUNTY COMMENT
2	7/19/16	REVISED PER SFWMD COMMENT
3	8/21/16	REVISED PER SFWMD COMMENT
4	8/29/16	REVISED PER ORANGE COUNTY COMMENT
5	9/22/16	REVISED PER ORANGE COUNTY COMMENT
6		
7		
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10		
11		

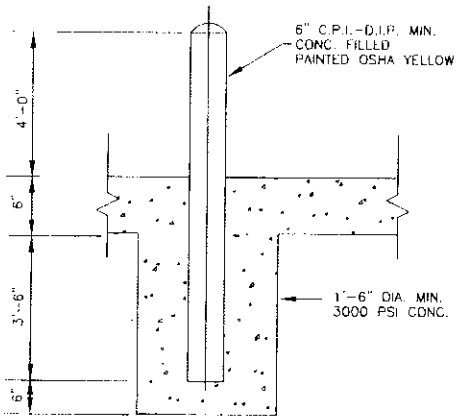
CLIENT
TAYLOR MORRISON OF FLORIDA
151 SOUTHHALL LANE, SUITE 200
MAITLAND, FL 32751
PHONE (321) 397-7523

JOB NO.:	15066
SEC. 28 TWP. 23S RANGE 27E	
DRAWN BY:	IAN
APPROVED BY:	CHM
DATE:	02/24/16
SCALE:	1" = 20'

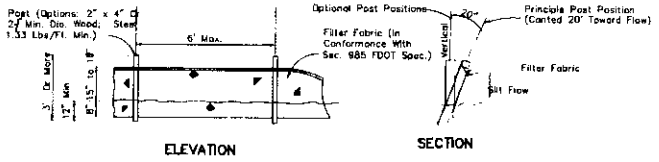
BOAT RAMP AND DOCK

SITE PLAN
TRACT JJ
OVERLOOK AT HAMLIN


CONCRETE BOAT RAMP DESIGN AND ELEVATIONS TO BE PROVIDED BY OTHERS
DOCK DESIGN AND ELEVATIONS TO BE PROVIDED BY OTHERS
DREDGE IMPACT AREA: 6648 SF 1
PERMANENT WETLAND IMPACT: 64 SF 1
DOUBLE ROW SILT FENCE AT WETLAND LINE
LAKE HANCOCK
NOTE:
1. SPOIL PILE TO BE IN USE FOR 60 DAYS, ALLOWED TO DRY, THEN SPREAD AROUND THE PROJECT SITE AS FILL BY THE UPLAND CONTRACTOR. 3
DOUBLE ROW SILT FENCE AT SPOIL PILE 2
SPOIL PILE (130 CY) 1,575 SF FOOTPRINT 2:1 SIDE SLOPES 3' MAX HEIGHT 2 3
TURBIDITY CURTAIN
1 4 NHWE = 96.26 (NAVD)
1 EXISTING WETLAND LINE
EDGE OF WATER
SINGLE W SILT FENCE (TYP.) 102 DT
110.22
110.08
110.38
110.27
109.54
109.96
JOHN HANCOCK DRIVE
0 10 20
(IN FEET)
1 inch = 20 ft.
GRAPHIC SCALE
MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-6330
ENGINEER IN CHARGE
CHADWICK H. MOORHEAD
LICENSE
No. 61781
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
SEP 29 2016
CERTIFICATE OF AUTHORIZATION NUMBER EB-0007723
1 7/19/16 REVISED PER ORANGE COUNTY COMMENT
2 7/19/16 REVISED PER SFWMD COMMENT
3 8/21/16 REVISED PER SFWMD COMMENT
4 9/29/16 REVISED PER ORANGE COUNTY COMMENT
DATE REVISIONS
CLIENT
TAYLOR MORRISON OF FLORIDA
151 SOUTHHALL LANE, SUITE 200
MAITLAND, FL 32751
PHONE (321) 397-7523
JOB NO.: 15066
SEC. 28 TWP. 23S RANGE 27E
DRAWN BY: IAN
APPROVED BY: CHM
DATE: 02/24/16
SCALE: 1" = 20'
BOAT RAMP AND DOCK
DRAINAGE, GRADING, AND EROSION CONTROL PLAN
TRACT JJ
OVERLOOK AT HAMLIN



973 BOLLARD
N.T.S.



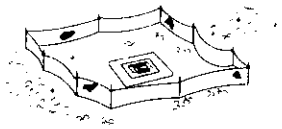
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE III SILT FENCE



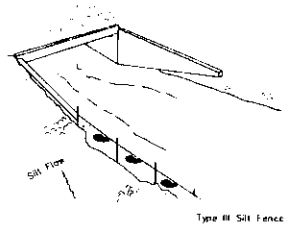
Note: Spacing for Type III Fence to be in accordance with Chart 1, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3.

Type III Silt Fence



Type III Silt Fence Protection
Around Ditch Bottom Inlets

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water



Type III Silt Fence

SILT FENCE APPLICATIONS

102 TYPICAL SWALE SECTION
N.T.S.

MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS
431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 • (407) 629-8330

ENGINEER'S SEAL
CHADWICK H. MOORHEAD
LICENSE
No. 61781
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
CHADWICK H. MOORHEAD
CERTIFICATE NO. 61781

	DATE	REVISIONS
1		
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CLIENT

TAYLOR MORRISON OF FLORIDA
151 SOUTHHALL LANE, SUITE 200
MAITLAND, FL 32751
PHONE (321) 397-7523

JOB NO.:	15066
SEC. 28 TWP. 23S RANGE 27E	
DRAWN BY:	IAN
APPROVED BY:	CHM
DATE:	02/24/16
SCALE:	1" = 20'

BOAT RAMP AND DOCK

CONSTRUCTION DETAILS
TRACT JJ
OVERLOOK AT HAMLIN



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Overlook Boat Ramp
Orange County, Florida
Impact Exhibit

N

0.0055 Miles

Project #:183-39
Produced By:JDH
Date: 12/1/2016

OCEPD DEC12016PM2:232

LOCATION

DECKING TO STRINGER	2x8	2-5" SCREWS
STRINGER CROSS TIE	2x10	H4 OR EQUIV.
CROSS BRACE TO POST	2x8	3/8" x 4 1/2" LAG BOLT

AWPA RETENTION REQUIREMENTS

APPLICATION USE CATEGORY	ACQ (PCF)
ABOVE GROUND	0.25
GROUND / FRESH WATER CONTACT	0.40
PERMANENT WOOD FOUNDATION	0.60
SALT WATER SPLASH	0.60
SALT WATER IMMERSION	2.50
LUMBER, TIMBERS AND PLYWOOD	-
STRUCTURAL POLES	0.60
FOUNDATIONS / FRESH WATER	0.80

TYPE OF STRUCTURE	TYPE OF WORK	NUMBER OF DOCKS	LENGTH	WIDTH	HEIGHT	SF OVER WATER	NO. OF SLIPS	SF OVER CONSERVATION AREA
TERMINAL PLATFORM	NEW	0	0				-	
TERMINAL WALKWAY	NEW	0	0				-	
WALKWAY WEDGE	NEW	0	0				-	
WALKWAY OVER WATER	NEW	0	55'	4'	2'	220 SF	-	
CONSERVATION AREA	NEW	0	53.5'	4'	3'		-	214 SF
WALKWAY UPLANDS	NEW	0	55'	4'	3'	220 SF	-	
SQUARE FEET OVER WATER							220 SF	
SHORELINE 111.5 LF							-	

GENERAL NOTES

1. DETAILS SHOWN ON PLANS MAY BE FOR TYPICAL CONDITIONS. FOR CONDITIONS NOT SHOWN, PROVIDE DETAILS OF A SIMILAR NATURE.
2. DIMENSIONS SHOWN ON THESE PLANS SHALL BE VERIFIED BY THE CONTRACTOR OR BUILDER PRIOR TO CONSTRUCTION. THESE PLANS MAY NOT BE DRAWN TO SCALE. SCALING OF DRAWINGS IS STRONGLY DISCOURAGED. DIMENSIONED DRAWINGS TAKE PRECEDENT OVER SCALED. IF CONFLICTS EXIST IN THE DRAWINGS, THE MORE STRINGENT SHALL PREVAIL.
3. THE CONTRACTOR SHALL COORDINATE ALL NEW WORK WITH EXISTING CONDITION AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER AND OWNER.
4. OBTAIN APPROVAL FROM THE ENGINEER PRIOR TO ALL STRUCTURAL CHANGES.
5. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION PRACTICES, INCLUDING TECHNIQUES, PROCEDURES, SHORING AND THE SEQUENCE OF CONSTRUCTION. CONTRACTOR SHOULD NOTIFY ENGINEER IF A CONFLICT ARISES DUE TO VARIATIONS OR OTHER PROBLEMS WITH THE CONSTRUCTION DOCUMENTS.
6. SURVEY AND WETLAND INFORMATION IS PROVIDED TO ENGINEER AND IS PORTRAYED FOR CONCEPTUAL LOCATION ONLY. DISPLAY DOES NOT CONSTITUTE REVIEW ACCEPTANCE OR ENDORSEMENT OF INFORMATION CONTAINED THEREIN. (BASED ON PROPERTY SURVEY BY OTHERS)
7. HANDRAIL TO BE INSTALLED AT ALL LOCATIONS GREATER THAN 30" ABOVE ADJACENT GRADE, AND ALL OTHER LOCATIONS REQUIRED BY FLORIDA BUILDING CODE.
8. ALL PILES IN CONTACT WITH THE WATER SHALL BE WRAPPED IN PLASTIC TO PREVENT LEACHING OF POISONS INTO THE WATER.

APPLICABLE CODES AND STANDARDS

CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THESE STRUCTURAL SPECIFICATIONS AND THE REQUIREMENTS CONTAINED IN THE FOLLOWING CODES AND STANDARDS. WHEN A DIFFERENCE EXIST BETWEEN THESE SPECIFICATIONS AND ANY OTHER GOVERNING CODE, THE MORE STRINGENT SHALL CONTROL. ANY OTHER ITEMS NOT COVERED THEREIN SHALL BE COMMENSURATE WITH SOUND ENGINEERING AND STANDARD CONSTRUCTION PRACTICES.

2014 FLORIDA BUILDING CODE
AISC MANUAL OF STEEL CONSTRUCTION
AMERICAN CONCRETE INSTITUTE (ACI 318-02)
AMERICAN WOOD COUNCIL – NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION 1997 EDITION
AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE 7-02) MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.

DECK LIVE LOAD 40 PSF
WIND SPEED 139 MPH
EXPOSURE "B"
INTERNAL PRESSURE COEFF +/- 0.55
HOIST BEAMS 4,000 LB LOAD (2,000 LBS / BEAM)

MATERIALS

1. ALL STRUCTURAL LUMBER SHALL BE SOUTHERN YELLOW PINE NO. 2 OR BETTER
2. ALL LUMBER EXPOSED TO THE WEATHER OR GROUND SHALL BE PRESSURE TREATED.
3. ALL PRESSURE TREATED LUMBER IN CONTACT WITH WATER SHALL BE WRAPPED IN PLASTIC OR OTHER APPROVED SYSTEM TO PREVENT LEACHING OF CHEMICALS INTO THE WATER.
4. ALL HURRICANE LOAD CONNECTORS SHALL BE AS NOTED ON PLANS.

JENNIFER L. TELIGA LICENSE NO. 66210 STATE OF FLORIDA PROFESSIONAL ENGINEER

FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

JENNIFER R. TELIGA, P.E.
P.E. NO. 66621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711

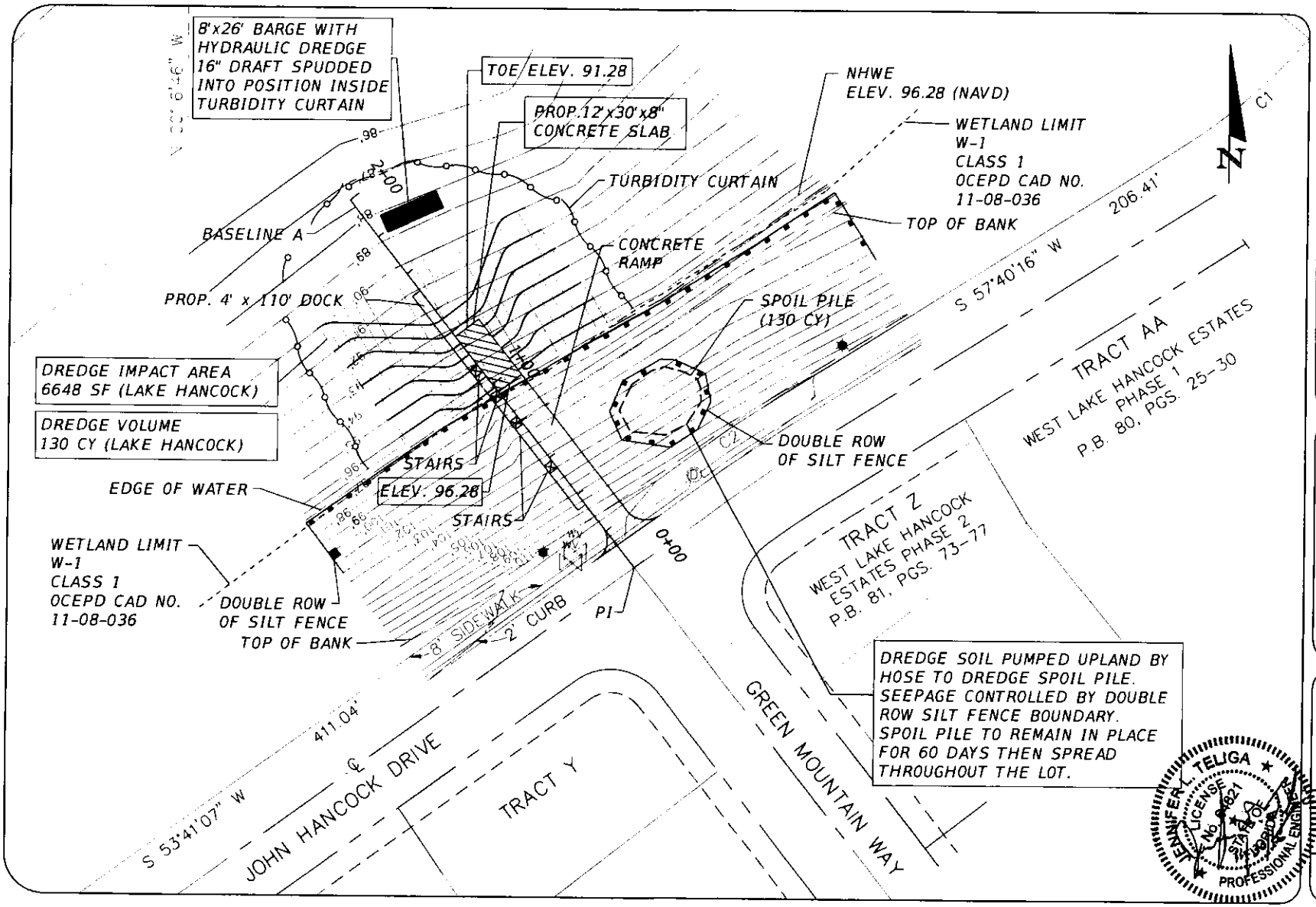
TRACT JJ
BOAT RAMP
WEST LAKE
HANCOCK
ESTATES
PHASE 2

SCALE: NTS

SHEET: 1

769

DEC 2018 DEP



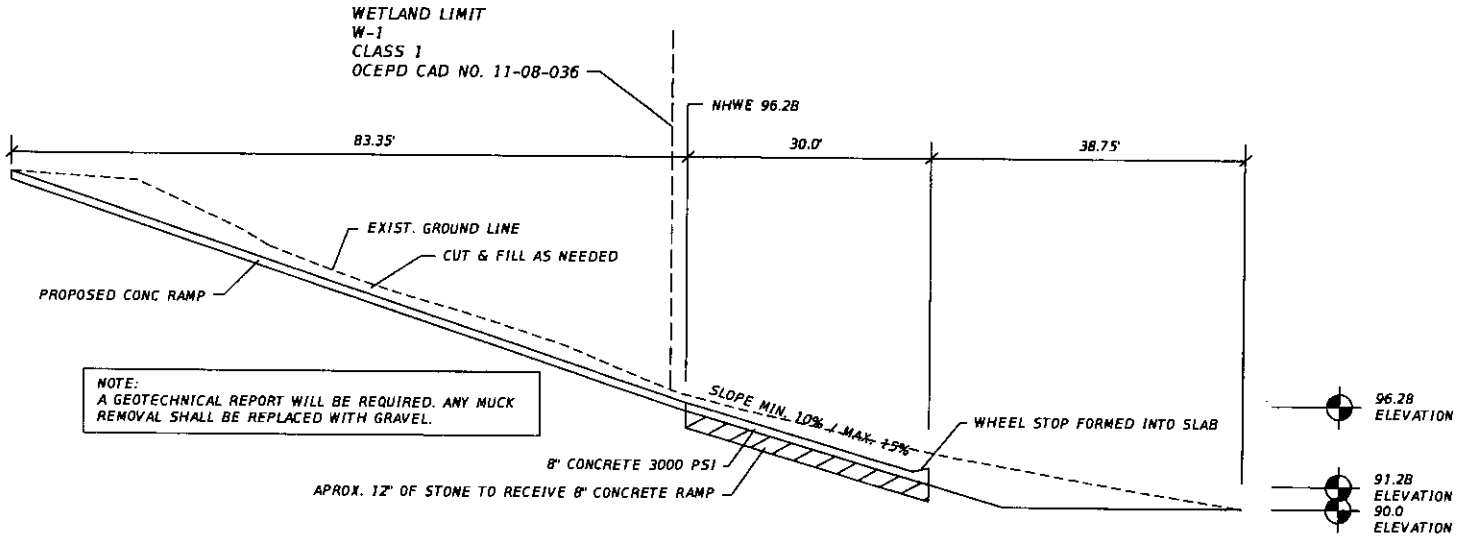
FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

JENNIFER R. TELIGA, P.E.
P.E. NO. 64621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711

TRACT JJ
BOAT RAMP
WEST LAKE HANCOCK ESTATES PHASE 2

1"=40'

SHEET:
2



FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

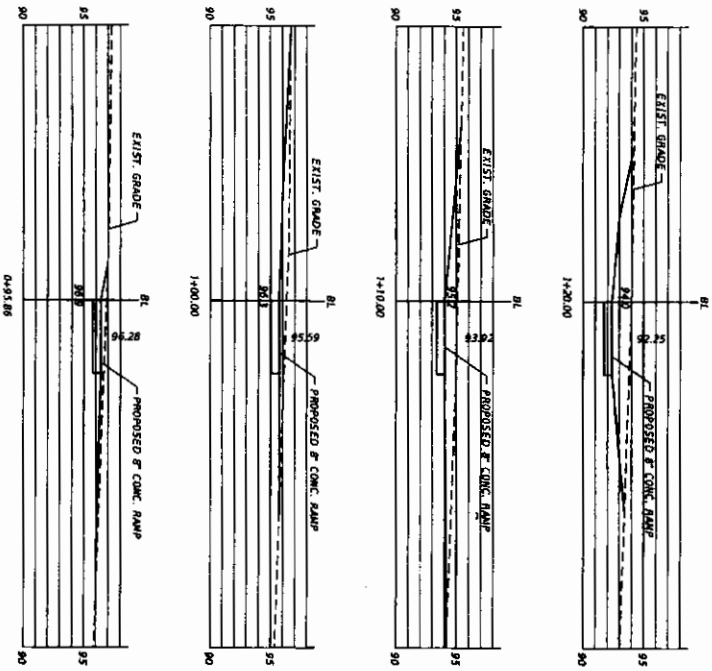
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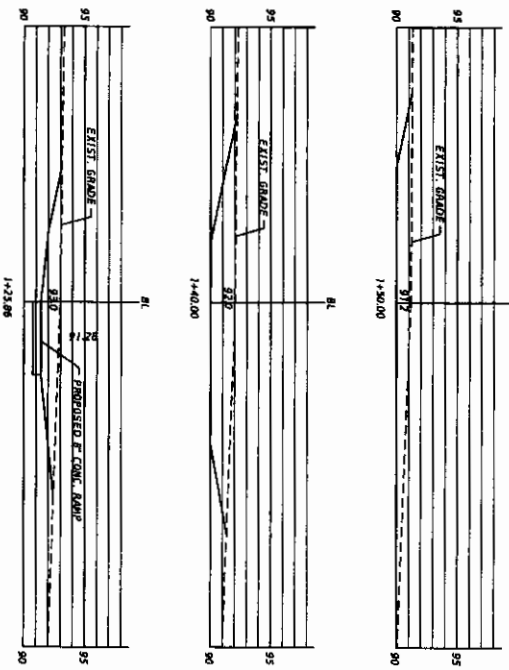
TRACT JJ
BOAT RAMP
WEST LAKE
HANCOCK
ESTATES 2

SCALE: NTS

SHEET: 3

JENNIFER L. TELIGA
LICENSE
NO. 64621
STATE OF
FLORIDA
PROFESSIONAL ENGINEER





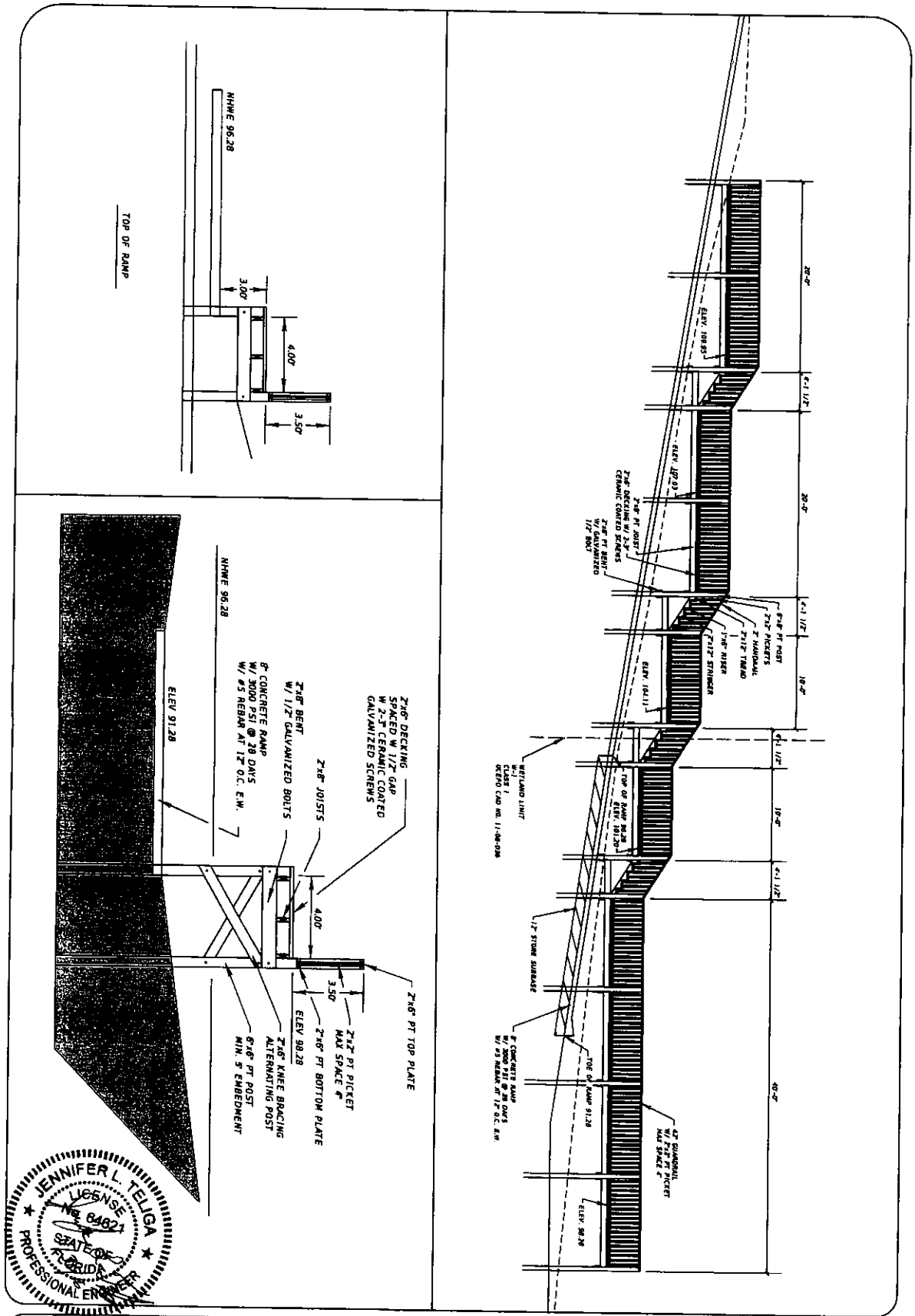
JENNIFER L. TELIGA
LICENSE NO. 64621
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET:	SCALE:	
4	1"=20'	TRACT JJ BOAT RAMP WEST LAKE HANCOCK ESTATES PHASE 2

JENNIFER R. TELIGA, P.E.
P.E. NO. 64621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711

FENDER MARINE CONSTRUCTION
1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

DCEPD DEC 1 2015 PM 2:252



JENNIFER L. TELIGA LICENSE No. 64621 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET:	SCALE:	
5	NTS	TRACT JJ BOAT RAMP WEST LAKE HAMCOCK ESTATES PHASE 2

JENNIFER R. TELIGA, P.E.
P.E. NO. 64621
11534 BRIAR HOLLOW LANE
CLERMONT, FL 34711

FENDER MARINE CONSTRUCTION

1201 W. JACKSON ST.
ORLANDO, FLORIDA 32805
407-481-2750

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Overlook at Hamlin Homeowner's Association, Inc

RAMP & DOCK OPERATIONAL PLAN

August 10, 2016

Purpose

The Overlook at Hamlin Homeowner's Association, Inc. is responsible for the management and maintenance of the Overlook community dock and boat ramp facility in perpetuity or until the transfer of all applicable permits. Management and maintenance of the facility is to ensure safety, longevity and its continued access, along with the protection of the natural environment.

Objectives

1. Ensure public safety and structural integrity of dock and boat ramp.
2. Maintain dock and boat ramp in accordance with the conditions of all permits.
3. Eliminate or reduce to the greatest extent practicable the potential for direct or secondary impacts due to ramp use activities.
4. Keep vessels from entering or damaging littoral zone vegetation and lake's substrate (e.g., degrading water quality, creating turbidity, etc.).
5. Eliminate the potential for spreading of invasive vegetation by providing maintenance and removal of exotic/invasive vegetation adjacent to dock and boat ramp.
6. Post signs specifying all ramp restrictions.

Restrictions & Restrictive Mechanisms

1. The vicinity of the docks and ramps are a "No Wake Zone" to prevent turbidity within the water column, shoreline erosion and/or disturbance of vegetation and/or wildlife and to reduce the potential for vessel collisions.
2. Usage of the boat ramp and dock may be restricted during periods of low water levels in Lake Hancock. Specifically when water levels are below 93' NGVD.
3. Vessels are prohibited from entering any vegetated areas (i.e., littoral zones).
4. Vessels are prohibited from entering shoreline areas that are not specifically designed and designated for loading and launching (i.e., ramps).
5. Power-loading of vessels is prohibited to prevent prop-dredging and subsequent water quality violations (e.g., turbidity).
6. No fueling or mechanical maintenance at ramp or dock facility to eliminate the potential for water quality impacts. Members are responsible for avoiding fuel and/or oil spills and will be held responsible for any legal penalties imposed as a consequence of a violation. Members will be charged for clean-up costs for any spills for which they are responsible.
7. No trash, waste disposal or fish cleaning is permitted at dock or ramp facilities.
8. Use of the ramp and dock is restricted to residents or their guests, but only in the company of such residents.
9. Copies of these restrictions shall be provided to all residents upon completion of the facilities and incorporated into the Association documents.
10. All ramp users are required to remove any vegetative materials from trailers and boats prior to entering or exiting the ramp area. The driveway is designed to accommodate a

prop clean-out area for removal of aquatic plants from boat motors and trailers. Residents shall use the trash receptacle for depositing plant fragments or other aquatic debris;

11. The ramp area is not sized to allow for parking of cars and trailers while the boats are in the water. The car and trailer shall be returned to the residence once the boat is in the water.
12. Overnight mooring, beaching or storage of boats is prohibited at the ramp.

Operation of the ramp and dock facilities are restricted as specified above. These mechanisms and restrictions are specifically designed to eliminate the potential for secondary impacts and promote safe use of the facilities and associated resources to the greatest extent practicable. Any violations by users will be immediately addressed by association management. Consequences of violations may include loss of the ramp access/use privileges.

Restrictions that will be included on the signs posted at the ramp and dock facilities:

RAMP & DOCK RESTRICTIONS

1. The areas within 100 feet of the lakeshore, ramp & dock facilities are "No Wake Zones".
2. Power-loading of vessels is prohibited.
3. Vessels are prohibited from entering any vegetated areas (i.e., littoral zones).or shoreline areas that are not specifically designated for loading and launching (i.e., ramp).
4. Fueling or mechanical maintenance of motorized vessels adjacent to the ramp, dock or in the vicinity of the shoreline area is prohibited.
5. Waste disposal is prohibited at dock & ramp facilities. Deposit refuse in the designated disposal bins that are located landward of the ramp & dock facilities.
6. Sewage pump-out is prohibited.
7. Fish cleaning or dumping of fish remains in the vicinity of the ramp and dock facilities, shoreline areas, or within the lake is prohibited.
8. Use of the ramp and dock facilities is restricted to RESIDENTS ONLY.
9. Ramp users are required to remove any vegetative materials from trailers and boats prior to entering or exiting the ramp area. The removed materials must be placed within designated trash receptacles.
10. Usage of the boat ramp and dock may be restricted during periods of low water levels in Lake Hancock.

Violators may be subject to fines and/or the loss of ramp & dock privileges. Please contact the Overlook at Hamlin Homeowner's Association if you have any questions.

Interoffice Memorandum

DATE: June 2, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Marc Stehli, Poulos & Bennett, LLC
Hickory Nut Estates Planned Development (PD) / Hickory Nut Estates Preliminary Subdivision Plan (PSP)
Case # PSP-16-06-222 / District 1

On March 21, 2017, the BCC considered a recommendation from the Development Review Committee's (DRC) meeting of January 11, 2017 to recommend approval of the Hickory Nut Estates PD / Hickory Nut Estates Preliminary Subdivision Plan to subdivide 99.9 gross acres in order to construct forty (40) single-family residential dwelling units.

The BCC continued the request to allow for the applicant to complete a road agreement through the County's Road Agreement Committee (RAC). That agreement has not yet been completed, so this request will need to be continued to August 1, 2017.

ACTION REQUESTED: **Continue the Hickory Nut Estates Planned Development (PD) / Hickory Nut Estates Preliminary Subdivision Plan (PSP) dated "Received January 9, 2017", to the August 1, 2017 BCC meeting at 2:00 p.m. District 1**

JVW/JS/lme
Attachments

Interoffice Memorandum

DATE: May 30, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Applicant: Momtaz Barq – Terra-Max Engineering, Inc.
Royal Estates PD / Parcel 1 Preliminary Subdivision Plan
Case # PSP-16-09-337
District 1

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of April 12, 2017, to recommend approval of the Royal Estates PD / Parcel 1 Preliminary Subdivision Plan to subdivide 6.55 acres in order to construct 35 single-family attached residential dwelling units.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

Supporting documentation for this request can be accessed through the County's FastTrack site, located at:

https://fasttrack.ocfl.net/OnlineServices/DC_DevelopmentReviewCommittee.aspx

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Royal Estates PD / Parcel 1 Preliminary Subdivision Plan dated "Received February 28, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/sfv
Attachments

Case # PSP-16-09-337
Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of April 12, 2017, to recommend approval of the Royal Estates PD / Parcel 1 Preliminary Subdivision Plan to subdivide 6.55 acres in order to construct 35 single-family attached residential dwelling units.

2. PROJECT ANALYSIS

A.	Location:	North of Reams Road / West of Taborfield Avenue
B.	Parcel ID:	01-24-27-0000-00-006
C.	Total Acres:	6.55
D.	Water Supply:	Orange County Utilities
E.	Sewer System:	Orange County Utilities
F.	Schools:	Bay Lake ES: Capacity - 786 / Enrollment - 818 Bridgewater MS: Capacity - 1,176 / Enrollment - 1,559 West Orange HS: Capacity - 3,276 / Enrollment - 4,161
G.	School Population:	17
H.	Parks:	N/A
I.	Proposed Use:	35 Single-Family Attached Residential Dwelling Units
J.	Site Data:	Maximum Building Height: 40' (3-stories) Minimum Living Area: 1,000 Square Feet Building Setbacks: 15' Front 7' Side 25' Reams Road 20' Rear 10' Side Street
K.	Fire Station:	Station 35 - 7435 Winter Garden Vineland Rd

L. Transportation:

Reams Road (Lakeside Village - Royal Estates APF): The Adequate Public Facilities Agreement Royal Estates Neighborhood PD Lakeside Village SAP Reams Road was approved by the Board of County Commissioners on 6/06/2006 and recorded at OR Book/Page 8701/2491. Under the terms of the APF agreement the Developer will convey 3.82 acres of road Right-of-Way property, 0.47 acres for a Bicycle Trail, 3.22 acres for a Neighborhood Park and Open Space and 2.58 acres for retention. The Developer will be able to request impact fee credits in the amount of $22,500 per acre for all adequate public facilities according to the applicable ordinance. An Amended and Restated Adequate Public Facilities Agreement Royal Estates Neighborhood PD Lakeside Village SAP Reams Road was approved by the Board of County Commissioners on 3/24/2009 and recorded at OR Book/Page 9850/0711. The Adequate Public Facilities to be dedicated were changed to 1.67 acres for Road Right-of-Way and 1.68 acres for a Pedestrian/Bicycle Trail. The Developer is entitled to request $22,500 per acre for the road Right-of-Way and Trail facilities.

The Amended & Restated Adequate Public Facilities Agreement Royal Estates Neighborhood PD/Lakeside Village SAP Reams Road was approved on 3/24/2009 and recorded at 9850/0711 and provides that the Owners convey Adequate Public Facilities consisting of 1.67 acres of Road Right-of-Way for Reams Road and 1.68 acres for a Pedestrian/Bicycle trail. The Owners shall be entitled to receive Road Impact Fee Credits for the Road Right-of-Way and for the Trail (if applicable). The APF Ratio requires that 10.0 acres of public facilities lands be provided and by this agreement 3.35 acres will be provided leaving a deficit of 6.65 acres for which the Owners shall pay an APF fee.

Reams Road (Lakeside Village - Royal Estates Right-of-Way): The Right-of-Way Agreement Royal Estates Neighborhood PD Lakeside Village SAP Reams Road. Was approved by the Board of County Commissioners on 6/06/2006 and recorded at OR Book/Page 8701/2512. Under the terms of the Right-of-Way Agreement the Developer will convey 3.82 acres of road Right-of-Way property. The Developer will be able to request impact fee credits in the amount of $22,500 per acre for road Right-of-Way dedication. An Amended and Restated Right-of-Way Agreement Royal Estates Neighborhood PD Lakeside Village SAP Reams Road was approved by the Board of

County Commissioners on 3/24/2009 and recorded at OR Book/Page 9850/0749. The acreage of road Right-of-Way to be dedicated and the exhibits were changed to 1.67 acres. The Developer is entitled to request $22,500 per acre for the road Right-of-Way dedication.

The Amended & Restated Right-of-way Agreement Royal Estates Neighborhood PD/Lakeside Village SAP Reams Road was approved on 3/24/2009 and recorded at 9850/0749 and provides that the Owners convey by plat the 1.67 acres of Road Right-of-Way for Reams Road as described in Exhibit C. Upon approval by the County of the conveyance of the 1.67 acres of Right-of-Way by plat, the Owners shall receive $37,575.00 in road impact fee credits.

A transportation concurrency reservation account (TCRC#11-092) is active for this project, expires September 10, 2017. Provide a copy of the certificate at time of obtaining building permits.

3. COMPREHENSIVE PLAN

The subject property has underlying Future Land Use Map (FLUM) designation of Village (V) with and the property is located within Lakeside Village. The PD/LUP identifies the subject property as Parcel 1, which is approved for 35 dwelling units. The request is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development) (Royal Estates PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Royal Estates PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Parcel 1 Preliminary Subdivision Plan dated "Received February 28, 2017," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received February 28, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this preliminary plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As

part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, if not provided by the Homeowners' Association, shall be the responsibility of the County.

7. A current Phase One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of any Construction Plan submittal and must be approved prior to Construction Plan approval for any streets and / or tracts anticipated to be dedicated to the County and / or to the perpetual use of the public.

8. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.

9. The stormwater management system shall be designed to retain the 100-year / 24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year / 24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.

10. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.

11. The project shall comply with the terms and conditions of that certain Adequate Public Facilities Agreement Royal Estates Neighborhood, Agreement recorded at OR Book / Page 8701/2491, Public Records of Orange County, Florida, as may be amended.

12. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.

13. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.

14. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

15. Prior to issuance of any certificate of completion, all storm drain inlets shall have metal medallion inlet markers installed. Text on the marker shall read "No Dumping, Only Rain in the Drain." Specification detail will be provided within all plan sets. Contact the National Pollutant Discharge Elimination System (NPDES) Supervisor at the Orange County Environmental Protection Division for details.

16. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.

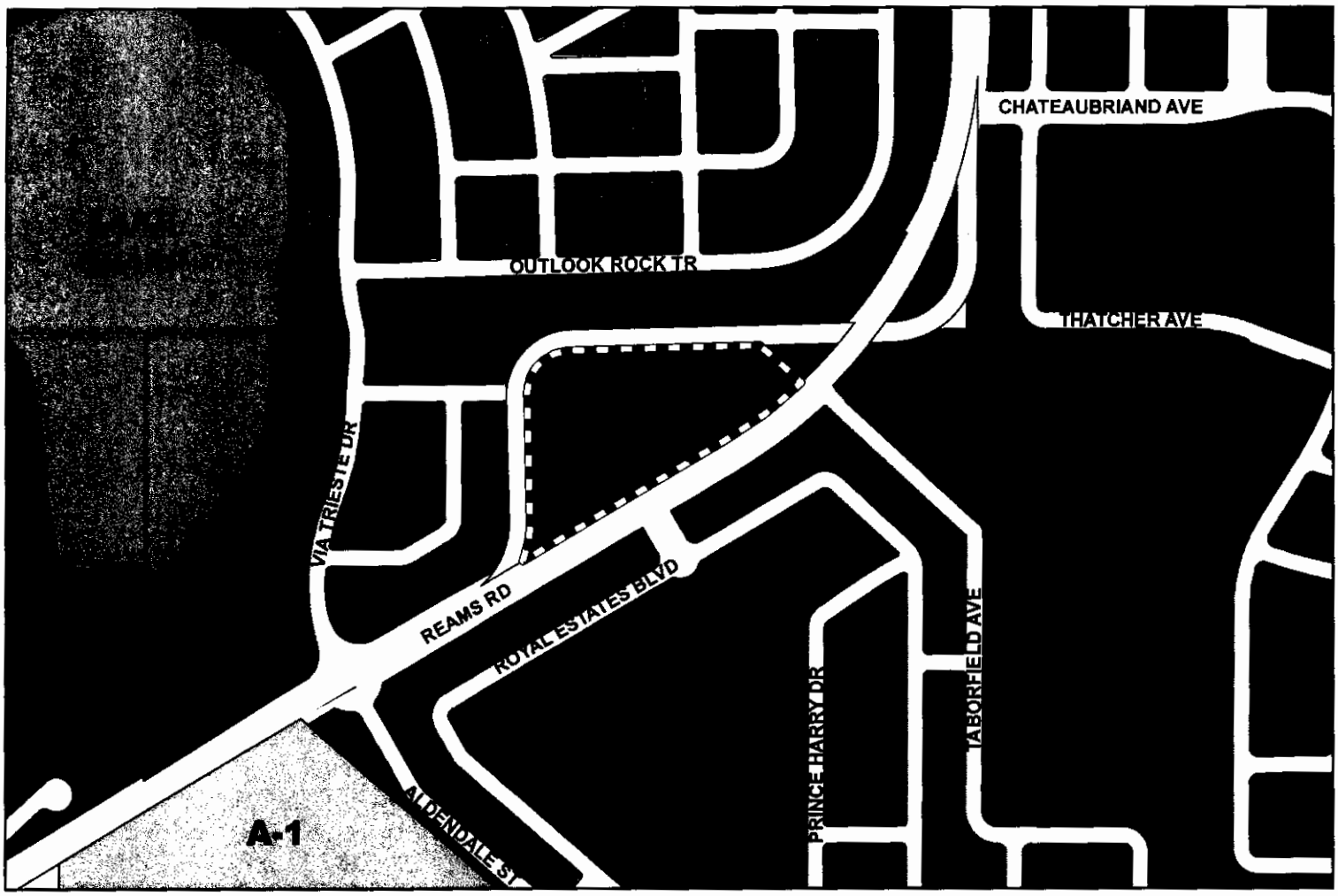
17. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

18. A Master Utility Plan (MUP) for the PD shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.

19. Prior to construction plan approval, documentation from Carrington HOA shall be provided that allows the developer to construct the concrete wall/vinyl fence within their property.

20. Prior to certificate of completion, the developer shall ensure that all existing pavement within the Old Reams Road right-of-way south of the westernmost cul-de-sac shall be removed and shall be replaced with Bahia sod.

PSP-16-09-337



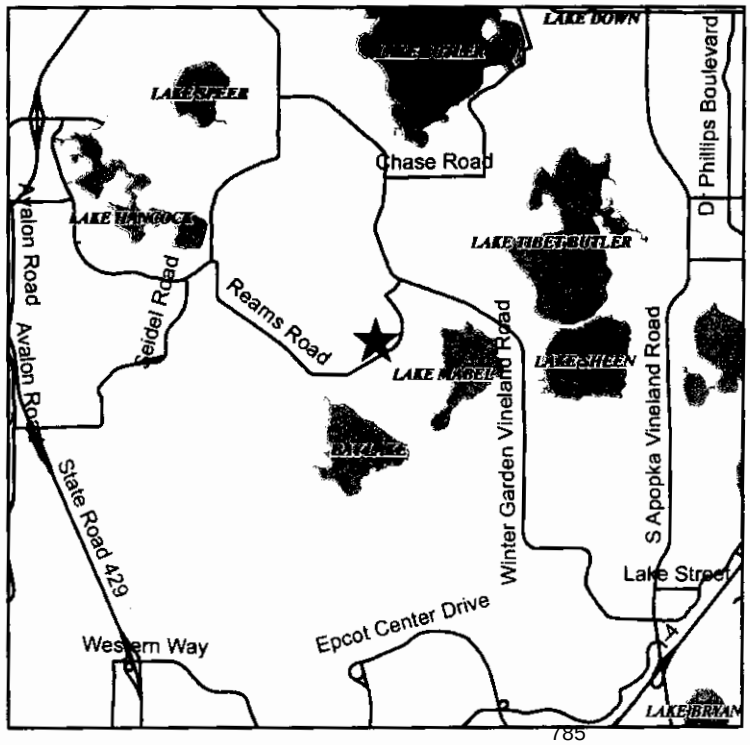
Subject Property

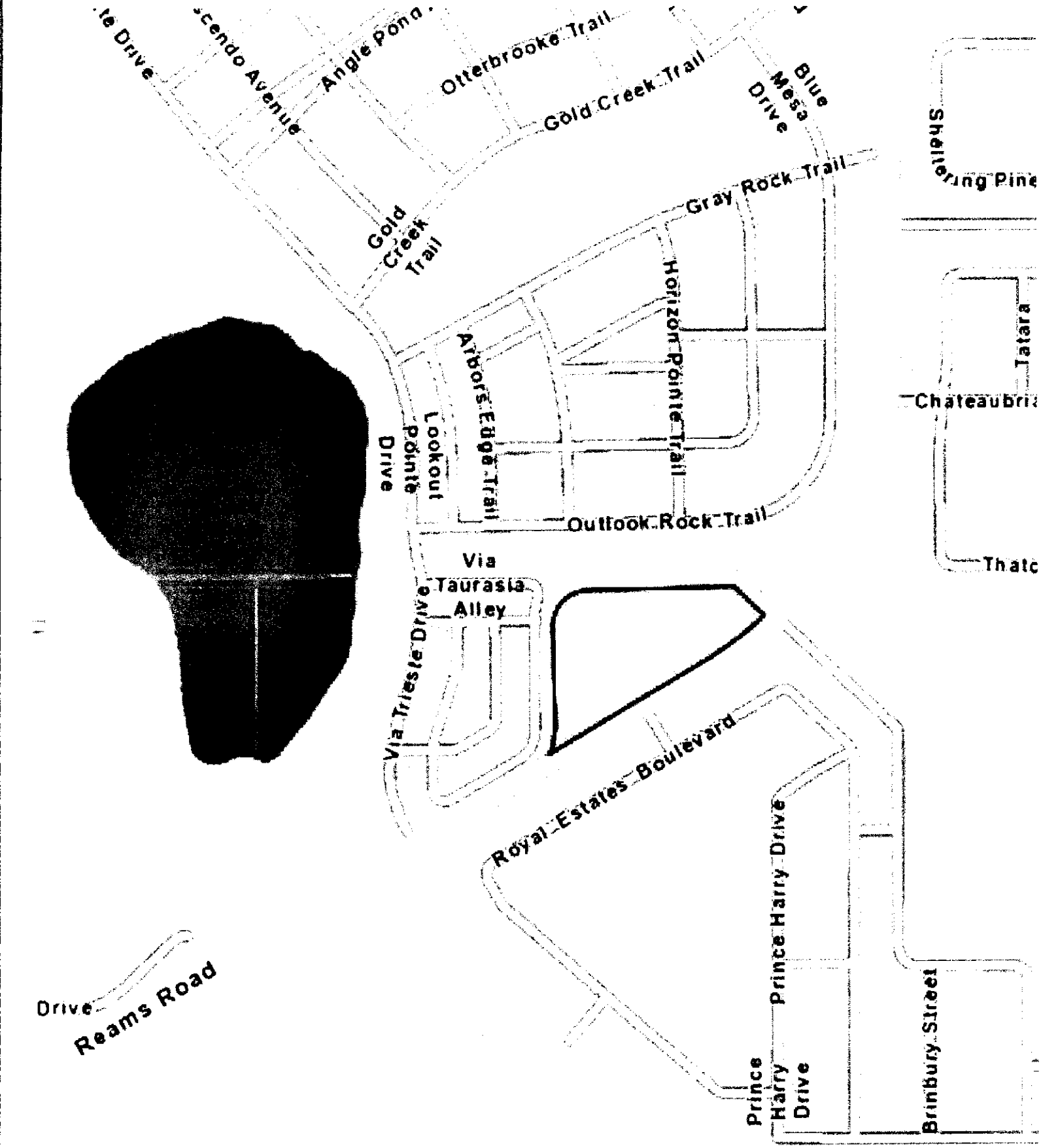
Subject Property

Zoning

ZONING:	**PD (Planned Development District) (Royal Estates PD)**
APPLICANT:	**Momtaz Barq, Terra-Max Engineering, Inc.**
LOCATION:	**North of Reams Road, west of Taborfield Avenue**
TRACT SIZE:	**6.55 acres**
DISTRICT:	**#1**
S/T/R:	**01/24/27**

1 inch = 500 feet




Angle Pond
Otterbrooke Trail
Gold Creek Trail
Blue Mesa Drive
Gray Rock Trail
Gold Creek Trail
Horizon Pointe Trail
Arbors Edge Trail
Lookout Pointe Drive
Outlook Rock Trail
Via Taurasia Alley
Via Trieste Drive
Royal Estates Boulevard
Prince Harry Drive
Prince Harry Drive
Brinbury Street
Reams Road
Drive
Shellering Pine
Tatara
Chateaubri
Thatc

SITE DATA & PERFORMANCE STANDARDS

ZONING : PD - ROYAL ESTATES - APPROVED SEPTEMBER 14, 2010

LAND USES : VILLAGE HOME DISTRICT / PARCEL 1

TOTAL AREA OWNED: 6.55 AC

DEDICATED APF AREA: 0.84 AC

WETLAND AREA: 0 AC

NET PROJECT / UPLAND AREA: 5.71 AC

LOT SIZE : MINIMUM LOT SIZE = 2,400 SF

LOTS : 35 SINGLE-FAMILY ATTACHED / TOWNHOMES

RESIDENTIAL DENSITY : 6.0 (35 UNITS / 5.71 ACRES)

SCHOOL AGE : (35 DWELLING UNITS) x (0.468) = 17 STUDENTS

ROYAL ESTATES PLANNED DEVELOPMENT PARCEL 1 PSP SITE DATA SETBACKS TABLE

DWELLING UNITS SUMMARY SETBACKS										
LOT TYPE	PROPOSED LOT SIZE	No. OF LOTS	FRONT	PORCH	SIDE	STREET SIDE	REAR	GARAGE FRONT [a]	GARAGE REAR [b]	DRIVEWAY
DWELLING UNITS	20' x 120'	35	15'	10'	7'	10'	20'	N/A	9'	2'
TOTAL	35									

DEVELOPMENT STANDARDS							
AVERAGE LOT SIZE	MIN LIVING AREA [c]	MIN LOT WIDTH	MIN LOT DEPTH	BUILDING HEIGHT	LOT COVERAGE	GARAGE HEIGHT [d]	REAMS RD SETBACK
2,400 SF	1,000 SF	20'	120'	3 ST / 40'	65%	22' / 30'	25'

a) FRONT FACING GARAGES SHALL BE SET BACK AN ADDITIONAL 10 FEET FROM THE PRINCIPAL STRUCTURE. NOT 10 FEET MORE THAN THE FRONT SETBACK LINE.
b) 15' FROM CENTERLINE OF ALLEY EASEMENT
c) LIVING AREA REFERS TO HEATED/COOLED SPACE.

d) GARAGE HEIGHT FOR ONE STORY IS 22 FEET AND TWO STORY IS 30 FEET BEHIND PRINCIPLE STRUCTURE.

PHASING

THE PROJECT WILL BE DEVELOPED IN ONE PHASE.

TRAFFIC

TOWNHOMES (35 D.U.) 299 ADT (24 PM PEAK HOURS)

ADDITIONAL NOTES

1. LOTS IN THE ROYAL ESTATES PLANNED DEVELOPMENT, PARCEL 1, WILL ONLY BE DESIGNATED AS SINGLE-FAMILY ATTACHED UNITS OFFERED FOR FEE-SIMPLE SALE. ANY RENTAL LESS THAN SIX (6) MONTHS IN LENGTH, WILL BE PROHIBITED BY DEED RESTRICTION AND CODE.

2. DURING CONSTRUCTION. WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE. ACCESS ROADS AND A SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED.

STORMWATER CALCULATIONS

PARCEL AREA = 6.55 AC (SEE NOTE 1 BELOW)
TOTAL IMPERVIOUS AREA = 3.01 AC
TOTAL PERVIOUS AREA = 3.54 AC

TREATMENT VOLUME CALCULATION

A. FIRST 1" OF RUNOFF = (1") x (1'/12") x (5.71 AC) = 0.55 AC-FT (USE)
B. 2.5" x %IMPERVIOUS (PER SFWMD) = 0.28 AC-FT

TOTAL VOLUME TO BE TREATED = 0.55 AC-FT

NOTE 1: AREA USED FOR POND SIZING INCLUDES THE APF AREAS TO BE DEDICATED TO ORANGE COUNTY.

OWNERSHIP/MAINTENANCE

- ROADWAYS : TO BE OWNED AND MAINTAINED BY ORANGE COUNTY.
- RETENTION PONDS : TO BE OWNED AND MAINTAINED BY ORANGE COUNTY WITH A MSBU.
- DRAINAGE SYSTEM: TO BE OWNED AND MAINTAINED BY ORANGE COUNTY WITH A MSBU, STORMWATER FACILITIES LOCATED ON PRIVATELY OWNED LANDS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
- SANITARY SEWER: TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES DEPARTMENT
- WATER SYSTEMS : TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES DEPARTMENT.
- RECLAIM WATER : TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES DEPARTMENT.
- RECREATION /PARK : TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- LAND5CAPE/OPEN SPACE: TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

- BIKE TRAIL TRACT: TO BE OWNED BY ORANGE COUNTY AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- ALLEYWAY TRACTS: ALLEYWAYS WITHIN EASEMENT TO BE OWNED BY INDIVIDUAL PROPERTY OWNERS. ALLEYWAYS DEFINED IN TRACTS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

REFER TO SHEET C7.1 FOR TRACT LOCATION AND SIZES

MISCELLANEOUS

- WATER SERVICE: ORANGE COUNTY UTILITIES DIVISION
- SEWER SERVICE: ORANGE COUNTY UTILITIES DIVISION
- RECLAIMED WATER: ORANGE COUNTY UTILITIES DIVISION
- ELECTRIC SERVIC: PROGRESS ENERGY
- FIRE PROTECTION: ORANGE COUNTY

NOTES

1. PROPOSED COVENANTS, CONDITIONS & RESTRICTIONS TO BE RECORDED AT TIME OF FINAL PLAT.

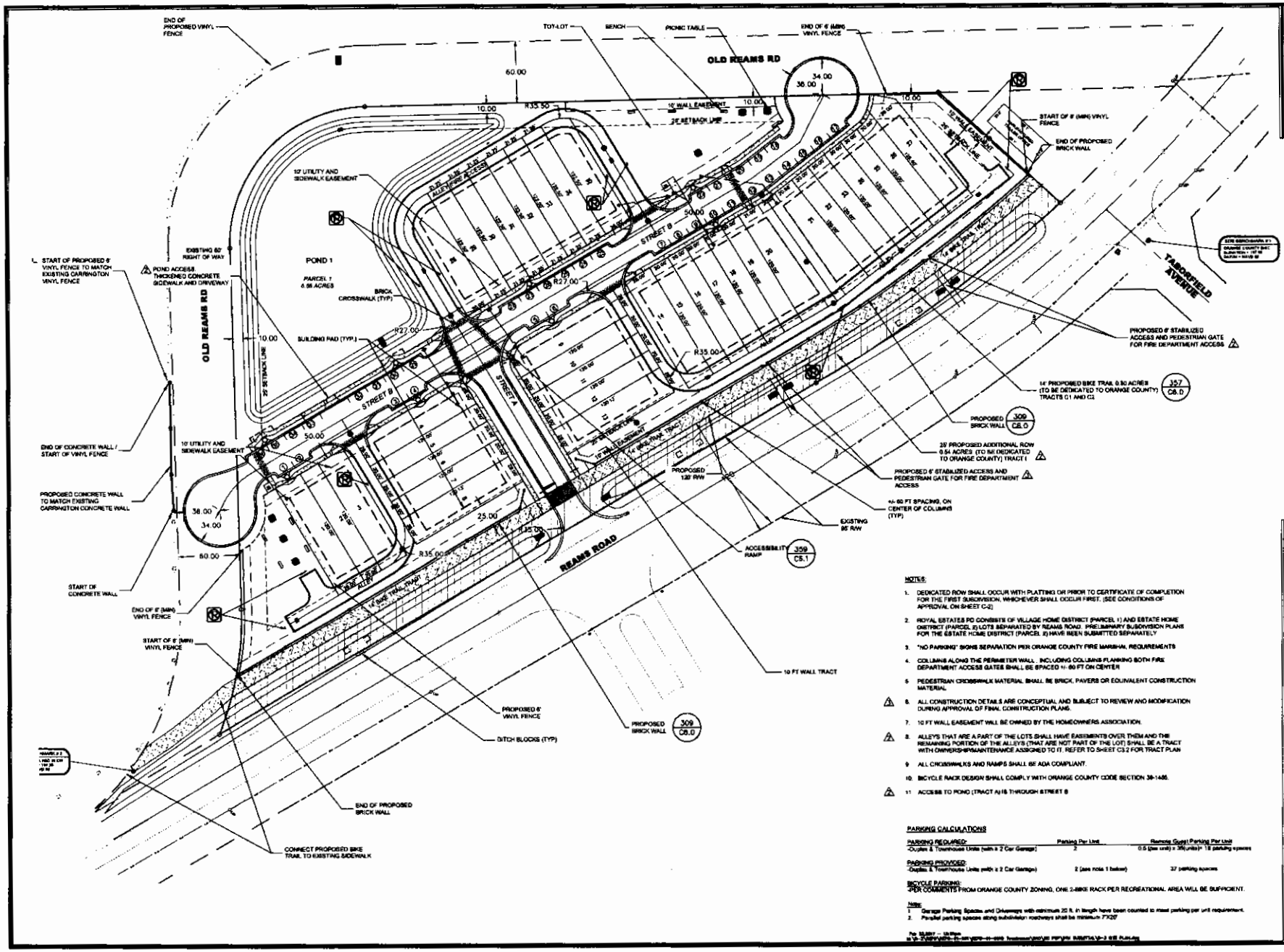
2. STORMWATER FACILITIES SHALL BE DESIGNED AND PERMITTED IN ACCORDANCE WITH ORANGE COUNTY AND
   THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUIREMENTS.
3. VEGETATION ALTERATION IS PROPOSED. SUBJECT TO FUTURE CONSTRUCTION PLAN APPROVAL.
4. LANDSCAPE CONSTRUCTION PLANS WILL BE PREPARED AND SUBMITTED WITH THE CONSTRUCTION PERMIT PROCESS. THE LANDSCAPE DESIGN WILL MEET THE REQUIREMENTS OF THE VILLAGE PLANNED DEVELOPMENT CODE. REQUIRING STREETS TREE WITH A SPACING OF FORTY (40) FEET ON CENTER IN ACCORDANCE WITH 38-1384.
5. PER THE TREE ORDINANCE. THE MINIMUM NUMBER OF TREES TO BE PROVIDED IS PER SECTION 15-306. WHERE
   A STREET TREE IS LOCATED IN FRONT OF A LOT, THAT TREE SHALL BE INSTALLED AT TIME OF HOME CONSTRUCTION ON THAT LOT. ALL STREET TREES NOT ASSOCIATED WITH AN INDIVIDUAL LOT SHALL BE INSTALLED WITH OVERALL INFRASTRUCTURE.
6. HEDGES AND PLANTINGS ALONG ANY OPEN SPACE SHALL NOT EXCEED SIX (6) FEET IN HEIGHT OR FOUR (4) FEET IN HEIGHT IN CONJUNCTION WITH A FENCE OR WALL.
7. TO ENSURE A VARIETY OF HOUSE FACADES AND BUILDING ARTICULATION. THE BUILDER WILL UTILIZE SECTION
   38-1383 AND 38-1384 OF THE ORANGE COUNTY CODE FOR DESIGN HOUSING STYLES.
8. TRAFFIC COUNT IS BASED ON ITE TRIP GENERATION MANUAL 8TH ED. (1) SINGLE FAMILY DETACHED, (2) TOWNHOMES, (3) MULTI-FAMILY.
9. STREET LIGHTING WILL BE PROVIDED IN ACCORDANCE WITH ORANGE COUNTY SUBDIVISION REGULATIONS. A MUNICIPAL SERVICE BENEFIT UNIT (MSBU) SHALL BE ESTABLISHED FOR THE STANDARD OPERATION AND MAINTENANCE OF STREET LIGHTING INVENTORY INCLUDING LEASING, FUEL, AND ENERGY COSTS FOR THIS PROJECT.
10. A MUNICIPAL SERVICE BENEFIT UNIT (MSBU) SHALL BE ESTABLISHED FOR THE STANDARD OPERATION AND MAINTENANCE OF STORMWATER FACILITIES WITHIN COUNTY OWNED TRACTS AND RIGHT OF WAYS. STORMWATER FACILITIES LOCATED ON PRIVATELY OWNED LANDS SHALL BE THE RESPONSIBILITY OF THE HOME

OWNERS ASSOCIATION.

11. THIS PROJECT PROPOSES TO BE DEVELOPED IN ONE PHASE.
12. FIRE HYDRANTS WILL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF ANNEX
    H & I OF NFPA I. 2006 EDITION.
13. ROYAL ESTATES PD CONSISTS OF VILLAGE HOME DISTRICT (PARCEL 1) AND ESTATE HOME DISTRICT (PARCEL 2) LOTS SEPARATED BY REAMS ROAD. PRELIMINARY SUBDIVISION PLANS FOR THE ESTATES HOME DISTRICT (PARCEL 2) HAVE BEEN SUBMITTED SEPARATELY.
14. ROYAL ESTATES P.D. WILL BE DEVELOPED IN ACCORDANCE TO THE ORIGINAL HORIZON WEST VILLAGE CODE.
15. PUBLIC OPEN SPACE SHALL BE PERMANENTLY ALLOCATED AS "PUBLIC".
16. IN ACCORDANCE WITH SECTION 38-1227, ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID.
17. TOT LOT SHALL NOT EXCEED 20 FEET IN HEIGHT.
18. RIGHT-OF-WAY NOTICE OF RESERVATION INSTRUMENTS FOR THE CUL-DE-SAC ENDS WILL BE INITIATED BY SUBMITTING THE SKETCH AND DESCRIPTION DOCUMENTS TO THE COUNTY PRIOR TO CONSTRUCTION PLAN APPROVAL. FINAL RECORDING TO OCCUR PRIOR TO PLATTING.

SIGNAGE NOTES

1. SIGNAGE SHALL COMPLY WITH CHAPTER 31.5



NOTES:

1. DEDICATED ROW SHALL OCCUR WITH PLATTING OR PRIOR TO CERTIFICATE OF COMPLETION FOR THE FIRST SUBDIVISION, WHICHEVER SHALL OCCUR FIRST. (SEE CONDITIONS OF APPROVAL ON SHEET C-2)
2. ROYAL ESTATES PD CONSISTS OF VILLAGE HOME DISTRICT (PARCEL 1) AND ESTATE HOME DISTRICT (PARCEL 2) LOTS SEPARATED BY REAMS ROAD. PRELIMINARY SUBDIVISION PLANS FOR THE ESTATE HOME DISTRICT (PARCEL 2) HAVE BEEN SUBMITTED SEPARATELY
3. "NO PARKING" SIGNS SEPARATION PER ORANGE COUNTY FIRE MARSHAL REQUIREMENTS
4. COLUMNS ALONG THE PERIMETER WALL, INCLUDING COLUMNS FLANKING BOTH FIRE DEPARTMENT ACCESS GATES SHALL BE SPACED +/- 60 FT ON CENTER
5. PEDESTRIAN CROSSWALK MATERIAL SHALL BE BRICK, PAVERS OR EQUIVALENT CONSTRUCTION MATERIAL
6. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING APPROVAL OF FINAL CONSTRUCTION PLANS.
7. 10 FT WALL EASEMENT WILL BE OWNED BY THE HOMEOWNERS ASSOCIATION.
8. ALLEYS THAT ARE A PART OF THE LOTS SHALL HAVE EASEMENTS OVER THEM AND THE REMAINING PORTION OF THE ALLEYS (THAT ARE NOT PART OF THE LOT) SHALL BE A TRACT WITH OWNERSHIP/MAINTENANCE ASSIGNED TO IT. REFER TO SHEET C3.2 FOR TRACT PLAN
9. ALL CROSSWALKS AND RAMPS SHALL BE ADA COMPLIANT.
10. BICYCLE RACK DESIGN SHALL COMPLY WITH ORANGE COUNTY CODE SECTION 38-1486.
11. ACCESS TO POND (TRACT A) IS THROUGH STREET B

PARKING CALCULATIONS

	Parking Per Unit	Remote Guest Parking Per Unit
PARKING REQUIRED: -Duplex & Townhouse Units (with a 2 Car Garage)	2	0.5 (per unit) x 36(units)= 18 parking spaces
PARKING PROVIDED: -Duplex & Townhouse Units (with a 2 Car Garage)	2 (see note 1 below)	37 parking spaces

BICYCLE PARKING:
-PER COMMENTS FROM ORANGE COUNTY ZONING, ONE 2-BIKE RACK PER RECREATIONAL AREA WILL BE SUFFICIENT.

Note:
1. Garage Parking Spaces and Driveways with minimum 20 ft. in length have been counted to meet parking per unit requirement.
2. Parallel parking spaces along subdivision roadways shall be minimum 7'X20'

TERRA-MAX ENGINEERING, INC.
1507 S. HIAWASSEE ROAD, SUITE 211
ORLANDO FLORIDA 32835
TEL: (407) 578-2763 FAX: (407) 578-2953

No.	REVISIONS	DATE	BY
1	P&R CNTY COMMENTS	10/28/2016	MHB
2	P&R CNTY COMMENTS	01/06/2017	MHB
3	P&R CNTY COMMENTS	03/21/2017	MHB

DRAWN: Z.M.Z | CHECKED: M.M.B | DATE: 9/19/2016
JOB NO: REPD-01-001 | SCALE: AS SHOWN

PROJECT TITLE:
ROYAL ESTATES
PD PARCEL 1

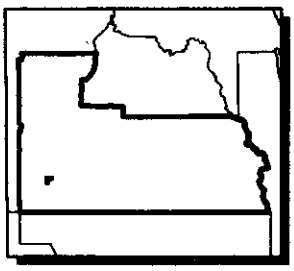
REAMS ROAD
ORANGE, FLORIDA

SEAL
MOMTAZ BARO, P.E.

PE #49024
Terra-Max Engineering COA #26002

DRAWING TITLE: SITE PLAN
DRAWING NO.: C3.0





Royal Estates PD / Parcel 1 PSP

Parcels
Subject Property
Jurisdiction
Hydrology

N
W
E
S

0 75 150
Feet
1 in = 150 ft

Interoffice Memorandum

DATE: May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Applicant: John J. Herbert,
American Civil Engineering Company
Heaven IV Preliminary Subdivision Plan –
Case # PSP-16-06-199

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of April 12, 2017, to recommend approval of the Heaven IV Preliminary Subdivision Plan to subdivide 4.24 acres into three (3) non-residential lots.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Heaven IV Preliminary Subdivision Plan dated "Received April 25, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 6**

JVW/JS/sfv
Attachments

CASE # PSP-16-06-199

Commission District # 6

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of April 12, 2017 to approve the Heaven IV Preliminary Subdivision Plan to subdivide 4.24 acres into three (3) non-residential lots.

2. PROJECT ANALYSIS

A.	Location:	North of Sand Lake Road / West of Presidents Drive
B.	Parcel ID:	28-23-29-6394-03-000
C.	Total Acres:	4.24
D.	Water Supply:	Orlando Utilities Commission
E.	Sewer System:	Orange County Utilities
F.	Schools:	N/A
G.	School Population:	N/A
H.	Parks:	N/A
I.	Proposed Use:	Three (3) Non-Residential Lots
J.	Site Data:	Maximum Building Height: 50' Building Setbacks: 25' Front (Sand Lake Road) 25' Front (Presidents Drive) 10' Rear 15' Side
K.	Fire Station:	52 – 4765 W. Sand Lake Road
L.	Transportation:	This project is located within the Orange County Alternative Mobility Area and is exempt from transportation concurrency. A mobility analysis may be required prior to obtaining a building permit.

3. COMPREHENSIVE PLAN

The property's Future Land Use Map (FLUM) designation is Industrial (IND). The request is be consistent with the Comprehensive Plan.

4. ZONING

IND – 2 / IND – 3 (Industrial Park District)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Heaven IV Preliminary Subdivision Plan dated "Received April 25, 2017," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received April 25, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal

law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. Prior to construction plan approval, documentation with supporting calculations shall be submitted which certifies that the existing drainage system and pond have the capacity to accommodate this development and that this project is consistent with the approved master drainage plan (MDP) for this PD.

7. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.

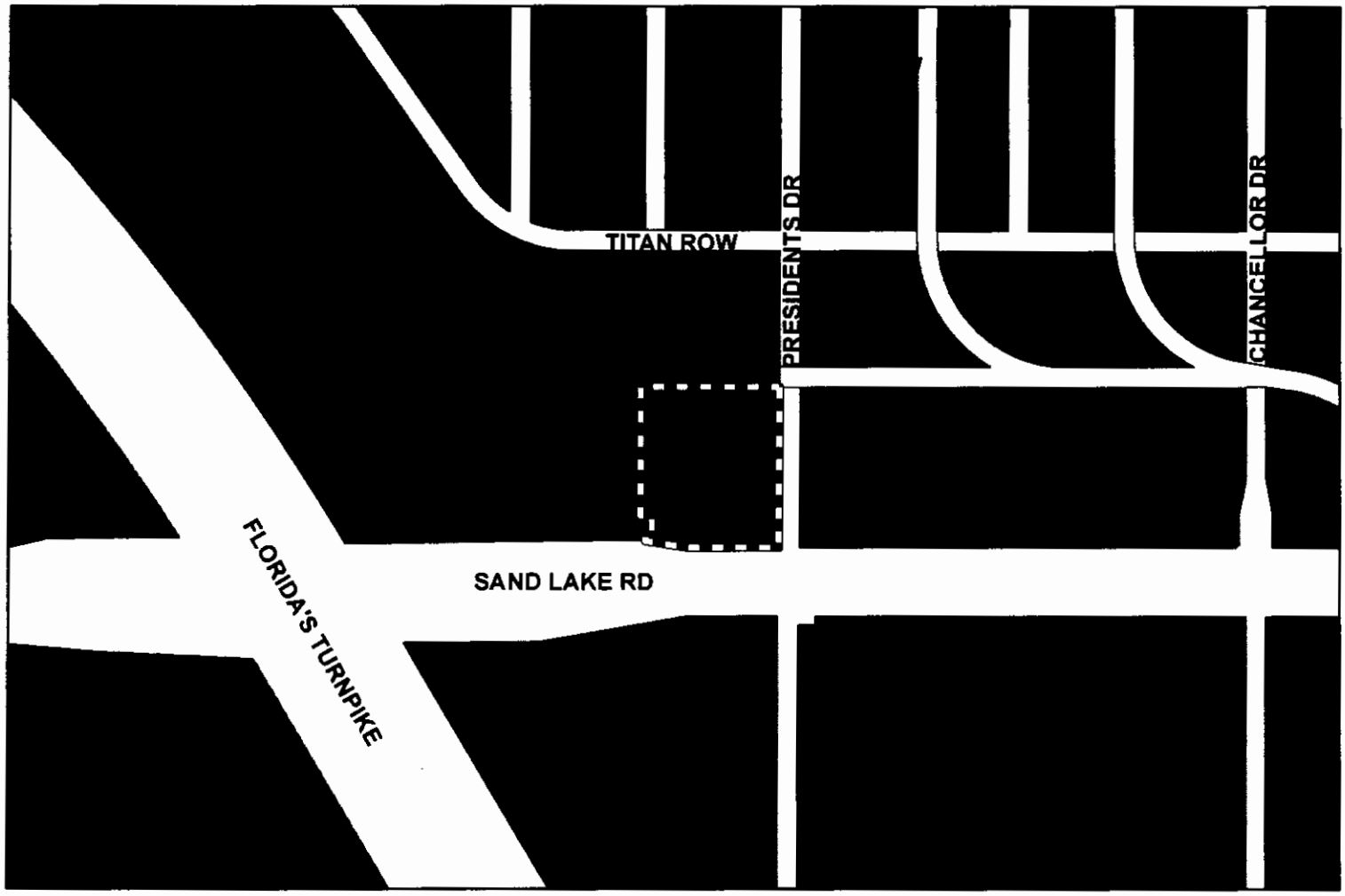
8. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

9. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.

10. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed systems have been designed to support all development within the PD.

11. A mandatory pre-application / sufficiency review meeting for the re-plat shall be required prior to re-plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the re-plat to the County.

PSP-16-06-199



Subject Property

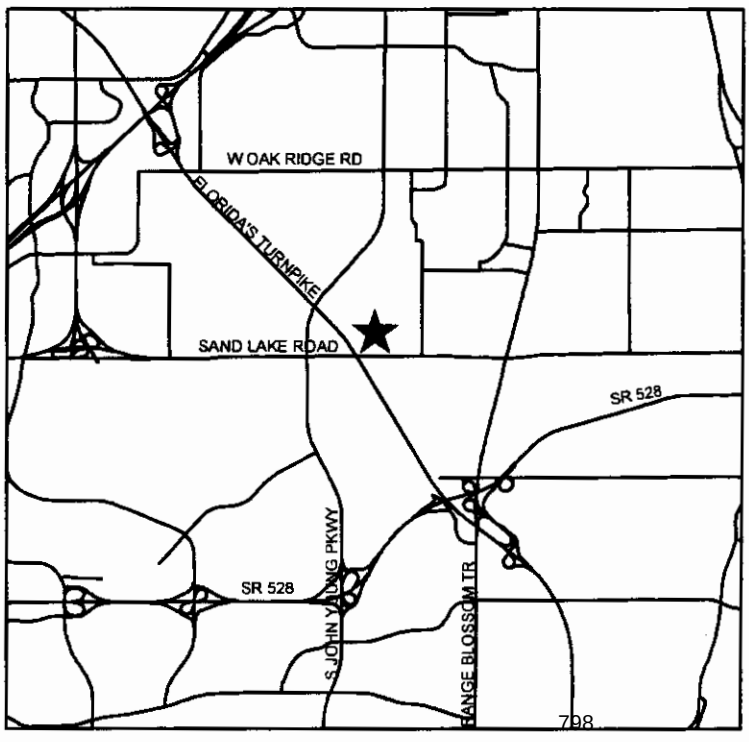
N
W E
S

★ Subject Property

Zoning

ZONING:	Industrial-2 / Industrial-3
APPLICANT:	John Herbert, American Civil Engineering, Co.
LOCATION:	North of Sand Lake Road / West of Presidents Drive
TRACT SIZE:	4.24 acres
DISTRICT:	#6
S/T/R:	28/23/29

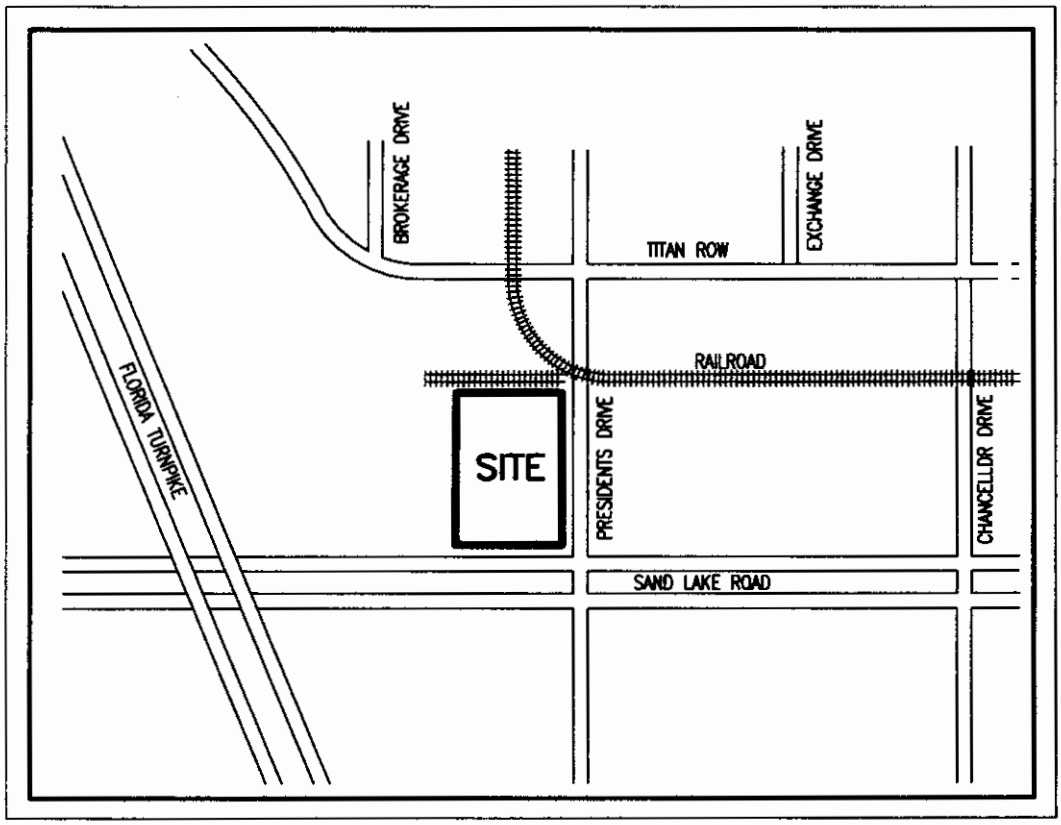
1 inch = 500 feet



Heaven IV Prelimianry Subdivision Plan

location map

ref. no.: PSP-16-06-199



LOCATION MAP

N.T.S.

Heaven IV Prelimianry Subdivision Plan

site data & note sheet

ref. no.: PSP-16-06-199

DEVELOPMENT INFORMATION:

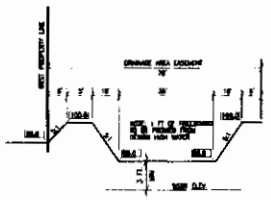
1.	NAME OF DEVELOPMENT	HEAVEN IV-PSP
2.	CURRENT ZONING	IND-2/IND-3
3.	PROJECT AREA	4.240 AC
4.	FUTURE LAND USE	IND
5.	CURRENT ZONING	IND-3 / IND-3
6.	PARCEL ID NUMBER	28-23-29-6394-03-000
7.	PARCEL ADDRESS	7620 PRESIDENTS DRIVE
8.	PSP NAME	HEAVEN IV PRELIINARY SUBDIVISION PLAN
9.	PROPOSED USE	COMMERCIAL DEVELOPMENTS
10.	NUMBER OF LOTS	3 COMMERCIAL LOTS
11.	CONSERVATION AREA PERMITS IMPACT PERMIT	CAD-15-05-067 CAI-15-07-024
12.	WATER AND SEWER PROVIDED	ORANGE COUNTY UTILITIES

DEVELOPMENT NOTES:

1. NO OTHER CONTIGUOUS PROPERTY IS UNDER OWNERSHIP OR CONTROL OF THE APPLICANT.
2. NO PHASING OF THE PROJECT INFRASTRUCTURE IS PROPOSED.
3. ONE-HUNDRED-YEAR FLOOD ELEVATION DOES NOT EXIST ON SUBJECT PARCEL.
4. THE PROJECTED AVERAGE DAILY TRAFFIC (ADT) FROM THE DEVELOPMENT TO BE DETERMINED AT TIME OF EACH LOT DEVELOPMENT.
5. NO PROPOSED VACATION OF RIGHTS-OF-WAY OR EASEMENTS.
6. NO BORROW OPERATION FOR EXPORT OFF-SITE WILL BE UNDERTAKEN AS PART OF THE PROJECT
7. ALL RUNOFF TO BE DIRECTED TO THE W.Q.V. RETENTION POND PRIOR TO DISCHARGE TO THE MASTER RETETION POND WEST OF THE SUBJECT DEVELOPMENT.
8. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
9. THE DRIVEWAY IMPROVEMENTS WITHIN THE SAND LAKE RIGHT-OF-WAY SHALL BE APPROVED AND PERMITTED THROUGH FDOT.

DEVELOPMENT DATA:

1.	MAX. BUILDING HEIGHT	50 FT
2.	FRONT BLDG. SETBACK	25' (SANDLAKE ROAD)
3.	SIDE BLDG. SETBACK	15'
4.	REAR BLDG. SETBACK	10'
5.	FRONT BLDG. SETBACK	25' (PRESIDENTS DRIVE)
6.	OVERALL OPEN SPACE	15 %
7.	ISR (IMP. SURFACE RATIO)	0.80
8.	FAR MAX.	0.50
9.	BUFFER AT R/W	10 FT

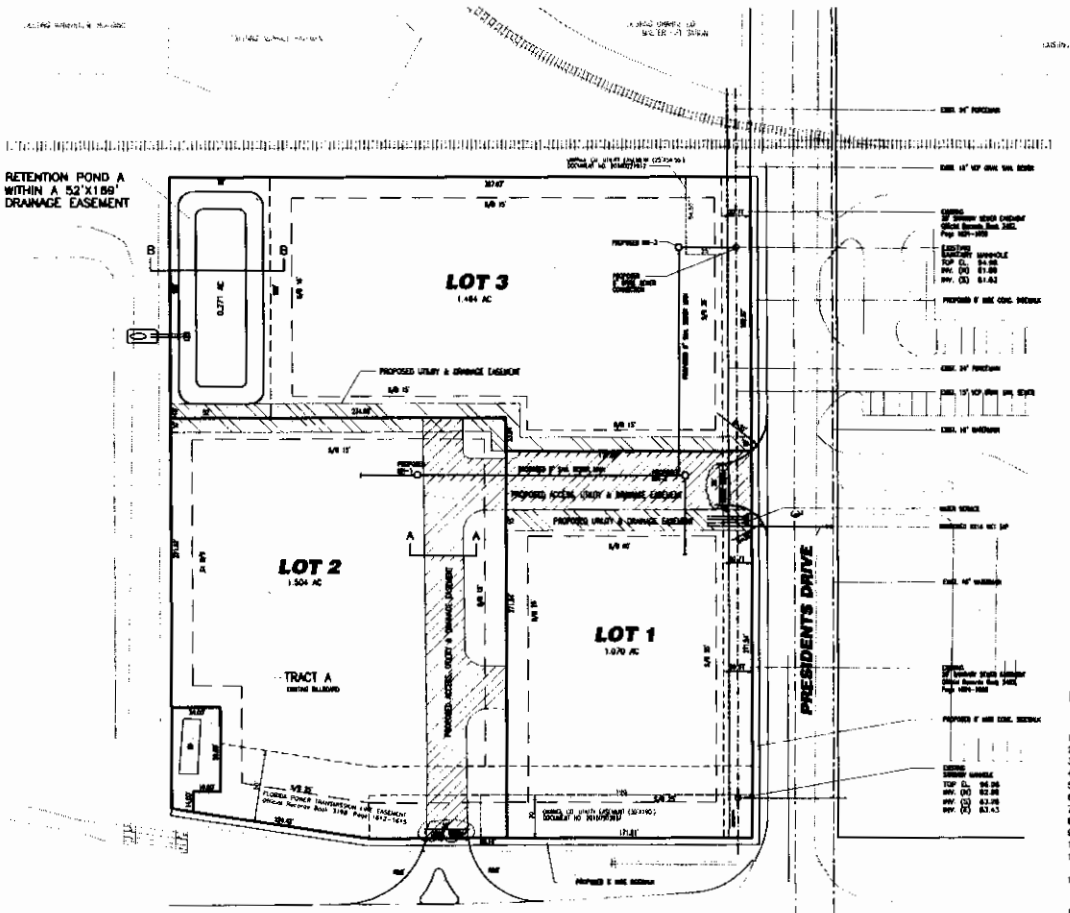


TYPICAL RETENTION POND SECTION
SECTION B-B

WET RETENTION POND
SFWMD PERMIT NO. 48-00055-S
000814-1 (08/14/1980)

DRAINAGE AND RETENTION POND EASEMENT & LICENSE
Official Records Book 3653, Page 4386
NOT PLATTED

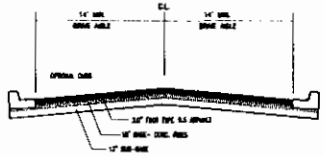
FEMA FLOOD MAP INFORMATION:
MAP NO. 12095C0410F
MAP REV. DATE: 08/28/08
ZONE AH, EL. 91





PROJECT DIRECTORY

DEVELOPER/OWNER	BRETT WAKEBONE & VINCE WELLS HEAVEN IV, LLC 108 COMMERCE STREET, SUITE 300 LAKE MARY, FL. 32746 (407) 647-4000 OFFICE (407) 647-0888 FAX bwakebone@seminolecounty.com
SURVEYOR	JEFF HARTLEY, PLS 383 TUSK LILY COURT ALT. SPRINGS, FL. 32714 (407) 383-8978 OFFICE jhartley@bellsouth.net
ENGINEER	JOHN HOWDEN, P.E. AMERICAN CIVIL ENGINEERING CO. 207 N. MOSS ROAD, SUITE 211 WINTER SPRINGS, FLORIDA 32708 Ph. 407-327-7766 Fax 407-327-0227 howdenengineer@gmail.com



TYPICAL PAVEMENT SECTION
SECTION A-A

DEVELOPMENT INFORMATION:

ITEM	
1. NAME OF DEVELOPMENT	HEAVEN IV-PSP
2. CURRENT ZONING	IND-2/IND-3
3. PROJECT AREA	4.240 AC
4. FUTURE LAND USE	IND
5. CURRENT ZONING	IND-3 / IND-3
6. PARCEL ID NUMBER	28-23-28-6394-03-000
7. PARCEL ADDRESS	7820 PRESIDENTS DRIVE
8. PSP NAME	HEAVEN IV PRELIMINARY SUBDIVISION PLAN
9. PROPOSED USE	COMMERCIAL DEVELOPMENTS
10. NUMBER OF LOTS	3 COMMERCIAL LOTS
11. CONSERVATION AREA PERMITS IMPACT PERMIT	CAO-15-05-087 CA-15-07-024
12. WATER AND SEWER PROVIDED	ORANGE COUNTY UTILITIES

DEVELOPMENT DATA:

ITEM	
1. MAX. BUILDING HEIGHT	50 FT
2. FRONT BLDG. SETBACK	25' (SAND LAKE ROAD)
3. SIDE BLDG. SETBACK	15'
4. REAR BLDG. SETBACK	10'
5. FRONT BLDG. SETBACK	25' (PRESIDENTS DRIVE)
6. OVERALL OPEN SPACE	15.2
7. ISR (IMP. SURFACE RATIO)	0.80
8. FAR MAX.	0.50
9. BUFFER at R/W	10 FT

DEVELOPMENT NOTES:

1. NO OTHER CONTIGUOUS PROPERTY IS UNDER OWNERSHIP OR CONTROL OF THE APPLICANT.
2. NO PHASING OF THE PROJECT INFRASTRUCTURE IS PROPOSED.
3. ONE-HUNDRED-YEAR FLOOD ELEVATION DOES NOT EXIST ON SUBJECT PARCEL.
4. THE PROJECTED AVERAGE DAILY TRAFFIC (ADT) FROM THE DEVELOPMENT TO BE DETERMINED AT TIME OF EACH LOT DEVELOPMENT.
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6. NO BOWSER OPERATION FOR EXPORT OFF-SITE WILL BE UNDERTAKEN AS PART OF THE PROJECT
7. ALL RUNOFF TO BE DIRECTED TO THE W.Q.V. RETENTION POND PRIOR TO DISCHARGE TO THE MASTER RETENTION POND WEST OF THE SUBJECT DEVELOPMENT.
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9. THE DRAINAGE IMPROVEMENTS WITHIN THE SAND LAKE RIGHT-OF-WAY SHALL BE APPROVED AND PERMITTED THROUGH FDOT.

LEGAL DESCRIPTION

BLOCK "C", ORLANDO CENTRAL PARK NUMBER FIFTY-EIGHT according to the plat thereof as recorded in Plat Book 17, Page 28 of Public Records of Orange County, Florida. LESS that part of said Block "C" described as follows:

Begin at the Southwest corner of BLOCK "C", ORLANDO CENTRAL PARK NUMBER FIFTY-EIGHT according to the plat thereof as recorded in Plat Book 17, Page 28 of the Public Records of Orange County, Florida; thence run North 00°11'43" West 70.66 feet along the West boundary of said Block "C" to a 5/8 inch Iron Bar and Cap Stamped LB1; thence leaving said West boundary run North 89°48'17" East 34.00 feet to a 5/8 inch Iron Bar and Cap Stamped LB1; thence South 00°11'43" East 50.00 feet to a 5/8 inch Iron Bar and Cap Stamped LB1; thence South 89°48'17" West 18.00 feet to a 5/8 inch Iron Bar and Cap Stamped LB1; thence South 00°11'43" East 14.00 feet to a 5/8 inch Iron Bar and Cap Stamped LB1 on the North right-of-way line of Sand Lake Road (S.R. 482) as shown on the aforesaid ORLANDO CENTRAL PARK NUMBER FIFTY-EIGHT; thence North 61°48'34" West 15.16 feet to the Point of Beginning.

4-18-17	REVISED PER O.C. REVIEW DATED 4-6-17
03-31-17	REVISED PER O.C. REVIEW DATED 3-29-17
01-31-17	REVISED PER O.C. REVIEW DATED 12-30-16
1-13-16	ADD 0.4± AC. SERVICE/LYNDALE KEYNOTIONS
DATE	

SEE ALL INFORMATION CONTAINED HEREIN SUBJECT TO ALL CONDITIONS OF APPROVAL OF THE PRELIMINARY SUBDIVISION PLAN.
DRAWN: JOHN HOWDEN P.E.
CHECKED: BO HOWDEN P.E.
TECHNICIAN: JOHN
PROJECT NO. 16015

AMERICAN CIVIL ENGINEERING CO.
207 N. MOSS ROAD, SUITE 211, WINTER SPRINGS, FLA 32708
PH. (407) 327-7766, FAX (407) 327-0227
cert. of authorization number 27100

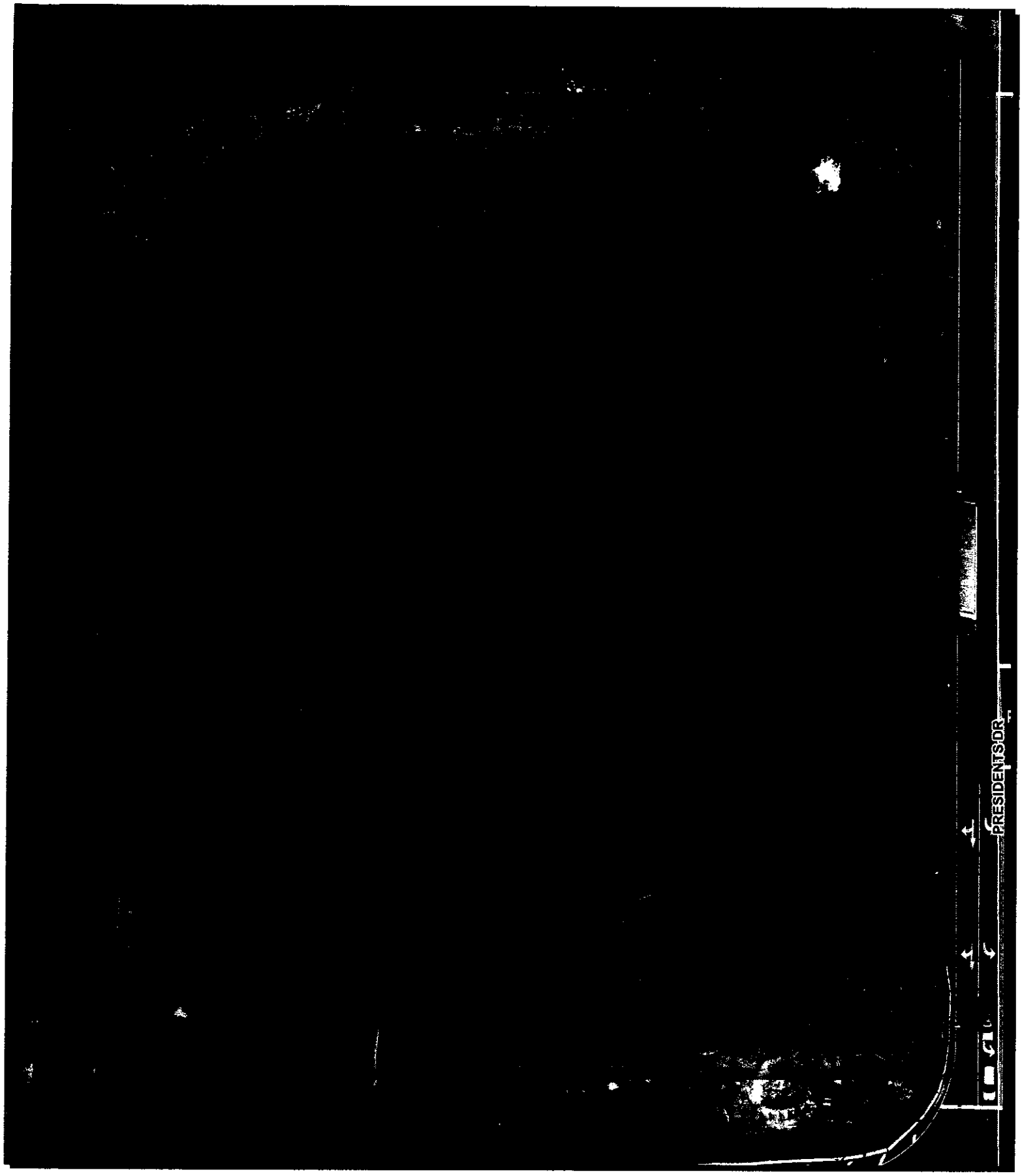
PRELIMINARY SUBDIVISION PLAN 16-06-199

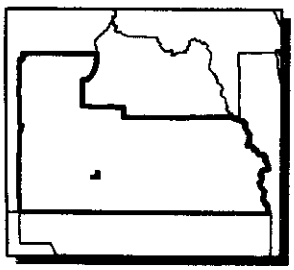
HEAVEN IV-PSP

7820 PRESIDENTS DR. ORLANDO, FLORIDA 32809

PSP PLAN
project no. 15040
sheet number 2 of 2

801





Heaven IV PSP

Parcels	Jurisdiction
Subject Property	Hydrology

N
W E
S

0 802 30 60
Feet
1 in = 60 ft

Interoffice Memorandum

DATE: May 23, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Applicant: Tyrone K. Smith, Orange County Public Schools
Hubbard Construction PD / Pine Hills Transportation Facility PSP / DP – Case # PSP-16-11-395

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 10, 2017, to recommend approval of the Hubbard Construction PD / Pine Hills Transportation Facility Preliminary Subdivision Plan / Development Plan to subdivide and expand the existing transportation facility and parking, to include a community learning center / administration building, a bus fleet maintenance building, a bus wash, and a driver's lounge. The requested improvements result in an additional 29,280 square feet of commercial buildings and an additional 45,870 square feet of industrial buildings on 75.71 acres; West of Pine Hills Road, South of Clarcona-Ocoee Road.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

Supporting documentation for this request can be accessed through the County's FastTrack site, located at:

https://fasttrack.ocfl.net/OnlineServices/DC_DevelopmentReviewCommittee.aspx

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Hubbard Construction PD / Pine Hills Transportation Facility Preliminary Subdivision Plan / Development Plan dated "Received April 6, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 2**

JVW/JS/sfv
Attachments

Case # PSP-16-11-395

Commission District # 2

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 10, 2017, to approve the Hubbard Construction PD / Pine Hills Transportation Facility Preliminary Subdivision Plan – Substantial Change to subdivide and expand the existing transportation facility and parking, to include a community learning center / administration building, a bus fleet maintenance building, a bus wash, and a driver's lounge. The requested improvements result in an additional 29,280 square feet of commercial buildings and an additional 45,870 square feet of industrial buildings on 75.71 acres.

2. PROJECT ANALYSIS

A.	Location:	West of Pine Hills Road, South of Clarcona-Ocoee Road
B.	Parcel IDs:	06-22-29-5844-00-411
C.	Total Acres:	75.71
D.	Water Supply:	Orange County Utilities
E.	Sewer System:	Orange County Utilities
F.	Schools:	N/A
G.	School Population:	N/A
H.	Parks:	N/A
I.	Proposed Uses:	29,280 square feet of commercial and 45,870 square feet of industrial
J.	Site Data:	Maximum Building Height: 50' Building Setbacks: 40' Front 25' Side 25' Rear 50' NHWE
K.	Fire Station:	Station 40 - 5570 W. Beggs Road

L. Transportation: This project is in the Alternative Mobility Area and is exempt from concurrency however; final approval from the concurrent management office is required prior to obtaining building permits. The applicant provided a mobility analysis which was reviewed and approved by Transportation Planning.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of Medium Density Residential (MDR), Commercial (C), Institutional (INST), and Office (O) and is zoned as the Hubbard Construction PD. The Planned Development (PD) was originally approved in 1986. Per CP Policy FLU8.1.5, PDs approved prior to the 1991 Comprehensive Plan adoption are considered to be consistent with the CP.

4. ZONING

PD (Planned Development District) (Hubbard Construction PD) and IND-1 / IND-5 (Industrial District)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Hubbard Construction PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Pine Hills Transportation Facility Preliminary Subdivision Plan dated "Received April 6, 2017," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received April 6, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied

with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.

7. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

8. Unless an environmental resource permit is approved by the Water Management District and/or the Florida Department of Environmental Protection, and provided to Orange County prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.

9. Prior to issuance of any certificate of completion, all storm drain inlets shall have metal medallion inlet markers installed. Text on the marker shall read "No Dumping, Only Rain in the Drain." Specification detail will be provided within all plan sets. Contact the National Pollutant Discharge Elimination System (NPDES) Supervisor at the Orange County Environmental Protection Division for details.

10. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.

11. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who

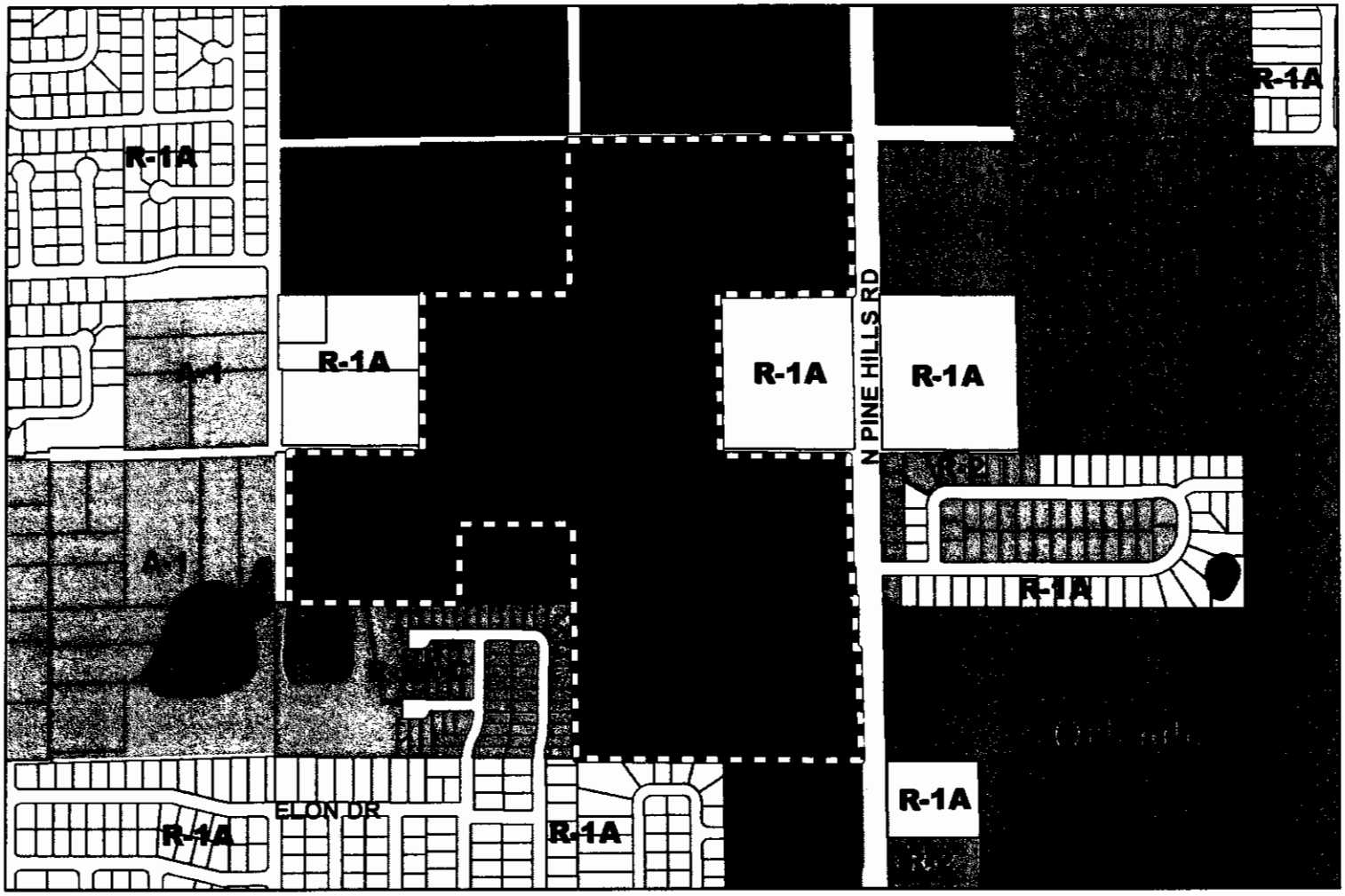
exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.

12. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

13. Prior to utility construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water and wastewater systems have been designed to support all development within the PSP.

14. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.

PSP-16-11-395



Subject Property

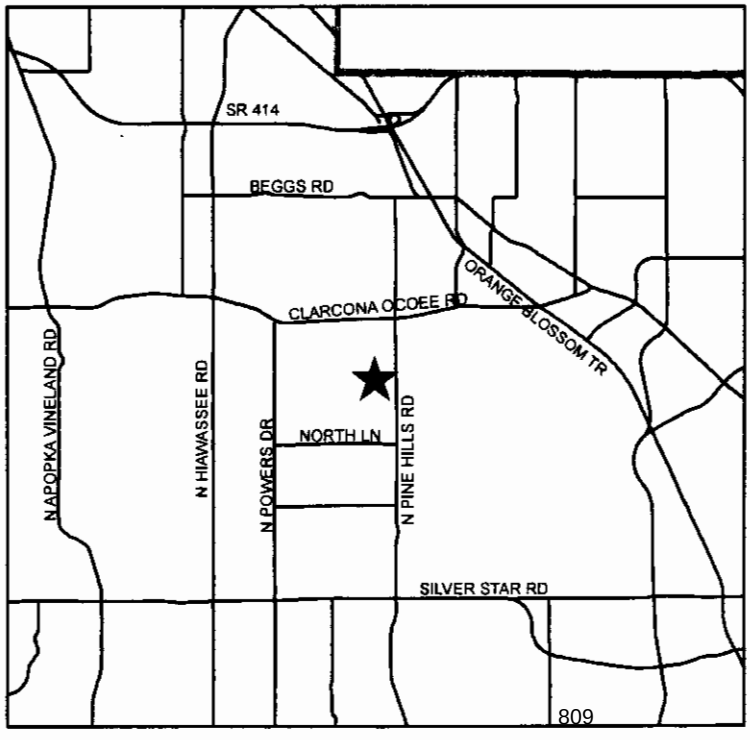
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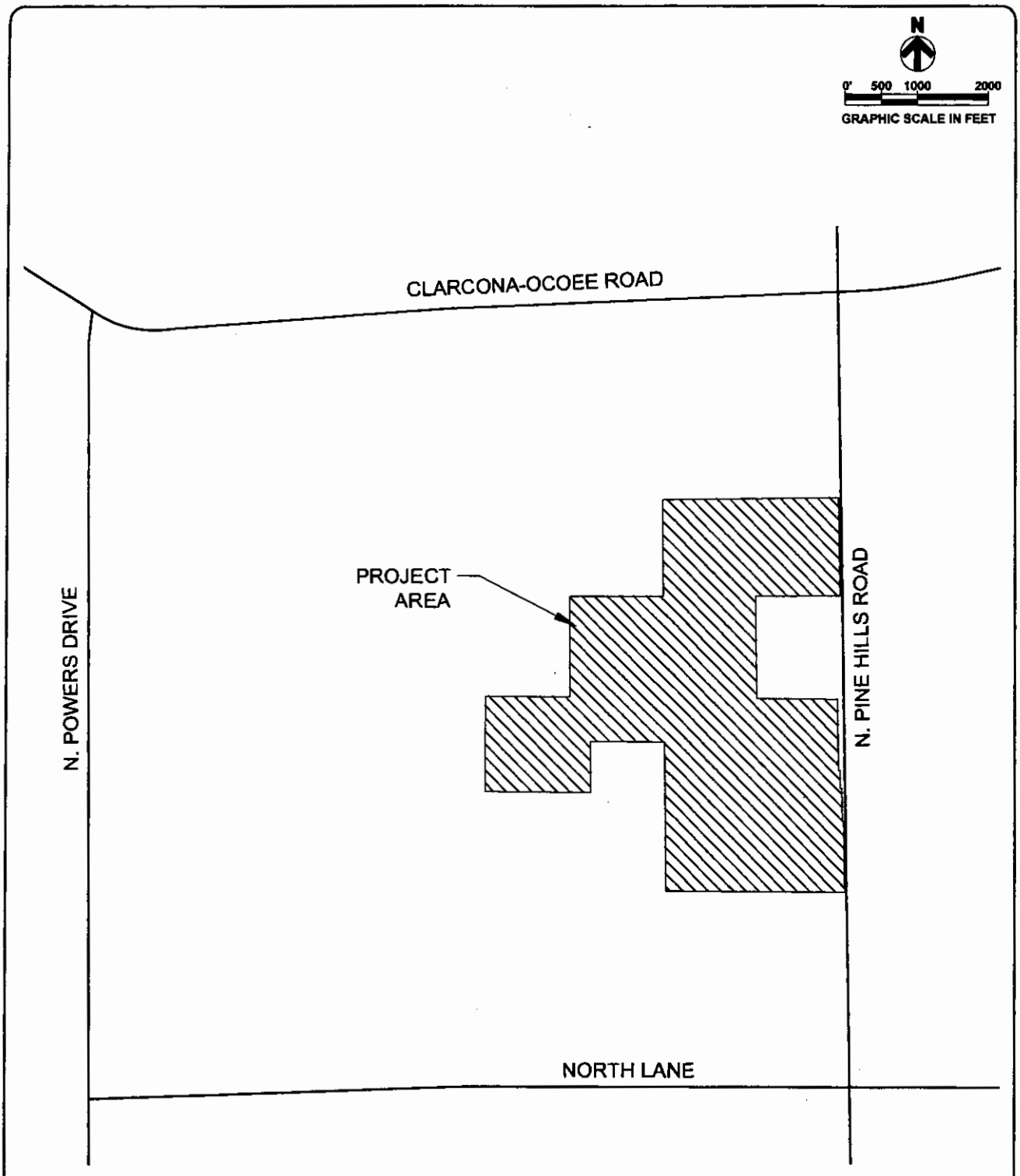
★ Subject Property

Zoning

ZONING:	**PD (Planned Development) (Hubbard Construction PD)**
APPLICANT:	**Tyrone K. Smith, Orange County Public Schools**
LOCATION:	**West of Pine Hills Road / South of Clarcona Ocoee Road**
TRACT SIZE:	**75.15 acres**
DISTRICT:	**#2**
S/T/R:	**06/22/29**

1 inch = 750 feet





SECTION 06, TOWNSHIP 22 S, RANGE 29 E, ORANGE COUNTY , FLORIDA

LOCATION MAP
PINE HILLS BUS DEPOT

drawn by:	JAK	plot scale:	NTS
checked by:	RAR	project number:	15BRPH011
date:	5/3/17	file name:	Fig 1

380 DOUGLAS AVENUE, STE. 2100
ALTAMONTE SPRINGS, FL 32714
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Klima Weeks
CIVIL ENGINEERING

PARKING CALCULATIONS SUMMARY				
PURPOSE	EXISTING	PROPOSED	OCPS DESIGN CRITERIA	CODE REQUIRED
MF LEARNING / ADMIN	255	261 (141 PAVED W/ OVERFLOW)	N/A	116
MAINTENANCE BLDG-VEHICLES	21	57 (27 EXISTING + 30 PROPOSED)	N/A	57
MAINTENANCE BLDG-BUSSES	29	33	N/A	N/A
BUS PARKING	470	468	468	N/A
BUS DRIVER'S LOUNGE	405	388 (288 EXISTING + 110 PROPOSED)	900	N/A

PARKING CALCULATIONS PER O.C. CODE			
PURPOSE	CODE CRITERIA	UNITS	CODE REQUIRED
MF LEARNING / ADMIN	1 SPACE PER 200 SQUARE FEET	22,984 SF	115
MAINTENANCE BLDG-VEHICLES	1 SPACE FOR EACH BAY + 1 SPACE FOR EACH 1,000 SF	22 BAYS + 34,945 SF	57 (22+35)

ADT CALCULATIONS			
PURPOSE	ADT/1,000SF	ALLOWABLE ADT	PROPOSED ADT
COMMERCIAL	60.00	10,050 (150x68.00)	1,510 (25.44x60.00)
INDUSTRIAL	4.96	2,760 (555x4.96)	188 (38.42x4.96)

FIRE FLOW NOTES AND CALCULATIONS

(BASIS: NFPA 1, CHAPTER 18, 2012)

STEP 1: BUILDING DATA
CONSTRUCTION TYPE:
BLDG 1: FBC TYPE II-B FULLY SPRINKLED
BLDG 2: FBC TYPE II-B FULLY SPRINKLED
BLDG 3: FBC TYPE II-B NON SPRINKLED
BLDG 4-7: FBC TYPE II-B NON SPRINKLED

FIRE AREA:
BLDG 1: 22,984 SF
BLDG 2: 34,945 SF
BLDG 3: 3,292 SF
BLDG 4-7: 3,458 SF

STEP 2: MINIMUM REQUIRED FIRE FLOW
(TABLE 18.4.5.1.2)
BLDG 1: 3,250 GPM
BLDG 2: 4,000 GPM
BLDG 3: 1,500 GPM
BLDG 4-7: 1,500 GPM

REQUIRED FIRE FLOW: 4,000 GPM
50% SPRINKLER CREDIT
THEREFORE 2,000 GPM REQUIRED.

STEP 3: HYDRANTS REQUIRED
(ANNEX E, TABLE E.5)
2 HYDRANTS REQUIRED, 450 FT AVERAGE SPACING.
7 NEW HYDRANTS PROVIDED
PLUS 1 EXISTING HYDRANT TOTAL OF 8.

Total Site Area Considered in Open Space Calculations

Land Use	Area (FT²)	Area (AC)	Percentage
Overall PD Area	3,297,780	75.71	100.00

Site Area Not Considered in Open Space Calculations

Land Use	Area (FT²)	Area (AC)	Percentage
Building 1	22,984	0.53	0.70
Building 2	34,945	0.80	1.06
Building 3	3,297	0.08	0.11
Buildings 4-7	3,456	0.08	0.10
Restroom Bldgs	884	0.02	0.03
Fueling Island	14,400	0.33	0.44
Propane Island	5,764	0.13	0.17
Lift Station Area	925	0.01	0.02
Dumpster Enclosure	372	0.01	0.01
Total	85,938	2.00	2.64

Category A Open Space

Land Use	Area (FT²)	Area (AC)	Percentage
Buffer Zones/Greenbelts/Landscape Areas/Undisturbed	1,410,040	32.37	42.76
Recreational Areas	0	0.00	0.00
Total	1,410,040	32.37	42.76

Category B Open Space

Land Use	Area (FT²)	Area (AC)	Percentage
Proposed Dry-Bottom Pond	142,893	3.28	4.33
Existing Wet Ponds	408,388	9.38	12.39
Asphalt/Concrete Surfaces	1,348,986	28.67	37.67
Total	1,800,367	41.33	54.56

Category C Open Space

Land Use	Area (FT²)	Area (AC)	Percentage
Conservation Areas*	0	0.00	0.00

*No conservation areas present for this project

Summary

Land Use	Area (FT²)	Area (AC)	Percentage
Site Area Not Considered	85,938	2.00	2.64
Category A	1,410,040	32.37	42.76
Category B	1,800,367	41.33	54.56
Category C	0	0.00	0.00
Total	3,297,345	75.70	99.96

Overall Open Space Calculation

Land Use	Area (FT²)	Area (AC)	Percentage
Category A	1,410,040	32.37	42.76
Category B*	328,754	7.57	10.00
Category C*	0	0.00	0.00
Provided Open Space	1,739,774	39.94	52.76
Required Open Space	659,469	15.14	20.00

*Cannot Count for more than 50% of the open space requirement. B and C combined cannot count for more than 75% of the open space requirement.

SITE DATA	
PARCEL/PROJECT INFORMATION	
PARCEL ID#:	06-22-29-6044-00-411
OWNER:	SCHOOL BOARD OF ORANGE COUNTY, FL
PROPERTY ADDRESS:	5149 N. PINE HILLS RD.
MUNICIPALITY:	UNINC. ORANGE COUNTY
CURRENT ZONING:	PD & MXD-1/MXD-6
FUTURE LAND USE:	C/MXD/IND/INST
PROPOSED LAND USE:	COMMERCIAL / INDUSTRIAL
ADJACENT ZONING:	N: PD/R-1A/MXD-1/MXD-6; E: R-1A/R.O.W.; S: R-3/R-1A/R-1A-C; W: R-1A/R-1A-C
ADJACENT FUTURE LAND USE:	N: MXD/INST/LDR; E: R.O.W.; S: C/MXD/LDR; W: LDR
TOTAL OCPS PROPERTY AREA:	91.08 AC.
AREA WITHIN PD:	75.71 AC.
AREA WITHIN MXD-1/MXD-6:	15.37 AC.
PROJECT LIMITS:	75.71 AC. (ALL WITHIN PD)
ALLOWABLE IMPERVIOUS:	70% (53.00 AC.)
PROPOSED IMPERVIOUS:	49.6% (36.88 AC.)
ALLOWABLE OPEN SPACE:	20%
PROPOSED OPEN SPACE:	52.76%
PHASING:	PROJECT WILL BE CONSTRUCTED IN 1 PHASE
FEMA 100-YR FLOOD INFORMATION	
FLOOD ZONE:	X
FIRM MAP PANEL #:	12095C 0230 F
MAP REVISED DATE:	SEPTEMBER 25, 2009
COMMERCIAL DEVELOPMENT	
TOTAL COMMERCIAL AREA:	17.86 AC.
ALLOWABLE BUILDING AREA:	160,000 SF (3.79 AC.)
PROPOSED BUILDING AREA:	35,640 SF (0.81 AC.)
ALLOWABLE F.A.R.:	0.3
PROPOSED F.A.R.:	0.035 (0.81/17.86)
ALLOWABLE BUILDING HEIGHT:	50'/3-STY (35' W/IN 100' OF RESIDENTIAL ZONING)
PROPOSED BUILDING HEIGHT:	BLDG 1: 25'-9" (1-STY)
REQUIRED SETBACKS:	FRONT: 45'; SIDE: 25'; REAR: 25'
INDUSTRIAL DEVELOPMENT	
TOTAL INDUSTRIAL AREA:	58.06 AC.
ALLOWABLE BUILDING AREA:	550,000 SF (12.97 AC.)
PROPOSED BUILDING AREA:	38,498 SF (0.88 AC.)
ALLOWABLE F.A.R.:	0.3
PROPOSED F.A.R.:	0.015 (0.88/58.06)
ALLOWABLE BUILDING HEIGHT:	50'/4-STY (35' W/IN 100' OF RESIDENTIAL ZONING)
PROPOSED BUILDING HEIGHT:	BLDG 2: 29'-9" (1-STY); BLDG 3: 32'-6" (1-STY)
REQUIRED SETBACKS:	FRONT: 45'; SIDE: 25'; REAR: 25'

SECTION 06, TOWNSHIP 22 S, RANGE 29 E, ORANGE COUNTY , FLORIDA

SITE DATA
PINE HILLS BUS DEPOT

drawn by: JAK
checked by: JAK
date: 5/1/17

plot scale: NTS
project number: 15BRPH011
file name: Fig 2

365 DOUGLAS AVE. NUL. SIL 2100
AL MONTE SPRINGS, FL. 32714
TELEPHONE 407.478.5760
FACSIMILE 407.478.5749
www.klimaweeks.com

Klima Weeks
CIVIL ENGINEERING

NOTE:
ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING APPROVAL OF FINAL CONSTRUCTION PLANS.

Total Site Area Calculations (Open Space Calculations)

Land Use	Area (S.F.)	Area (AC)	Percentage
Overall PID Area	3,307,180	75.91	100.00

Site Area (Net Contiguous for Open Space Calculation)

Land Use	Area (S.F.)	Area (AC)	Percentage
Existing	31,864	0.73	1.35
BRIDGE 1	24,162	0.55	1.02
Building 1	1,200	0.03	0.05
Building 2	1,408	0.03	0.06
Impervious Curb	586	0.02	0.02
Parking Added	14,400	0.33	0.61
P. Retain Pond N.W.	2,162	0.05	0.09
P. Retain Pond	0	0.00	0.00
Undisturbed Area	0	0.00	0.00
Total	88,408	2.03	3.74

Category A Open Space

Land Use	Area (S.F.)	Area (AC)	Percentage
Water Retention Area	1,115,344	25.61	47.24
Wet Detention Area	0	0.00	0.00
Total	1,115,344	25.61	47.24

Category B Open Space

Land Use	Area (S.F.)	Area (AC)	Percentage
Preserved On-Site Area	142,560	3.27	5.97
Existing Tree Areas	148,588	3.41	12.38
Associated Grass Buffers	148,904	3.42	27.61
Total	1,309,357	30.06	54.94

Category C Open Space

Land Use	Area (S.F.)	Area (AC)	Percentage
Landscape Areas	0	0.00	0.00

* Conservation areas present on this project

Summary

Land Use	Area (S.F.)	Area (AC)	Percentage
Site Area Net Contiguous	88,408	2.03	3.74
Category A	1,115,344	25.61	47.24
Category B	1,309,357	30.06	54.94
Category C	0	0.00	0.00
Total	2,424,765	55.67	102.68

Overall Open Space Calculation

Land Use	Area (S.F.)	Area (AC)	Percentage
Category A	1,115,344	25.61	47.24
Category B	1,309,357	30.06	54.94
Category C	0	0.00	0.00
Total	2,424,765	55.67	102.68
Required Open Space	1,158,382	26.59	49.05
Required Open Space	827,488	19.00	35.03

* Lesser Open Space Requirement of Category A and Category B

PARKING CALCULATIONS SUMMARY

PURPOSE	EXISTING	PROPOSED	DCPS DESIGN CRITERIA	CODE REQUIRED
BUS LEARNING / ADMIN	262	261 (161 PAVED, 80 OVERFLOW)	N/A	115
MAINTENANCE BLDG-VEHICLES	31	37 (27 EXISTING + 30 PROPOSED)	N/A	37
MAINTENANCE BLDG-BUSSES	35	35	N/A	N/A
BUS PARKING	170	466	466	N/A
BUS DRIVER'S LOUNGE	466	366 (300 EXISTING + 116 PROPOSED)	466	N/A

PARKING CALCULATIONS PER O.C. CODE

PURPOSE	CODE CRITERIA	UNITS	CODE REQUIRED
BUS LEARNING / ADMIN	1 SPACE PER 300 SQUARE FEET	22,084 SF	115
MAINTENANCE BLDG-VEHICLES	1 SPACE FOR EACH BAY + 1 SPACE FOR EACH 1,000 SF	35 BAYS + 34,845 SF	37 (35+35)

ADT CALCULATIONS

PURPOSE	ADT/1,000SF	ALLOWABLE ADT	PROPOSED ADT
COMMERCIAL	80.00	10,000 (100x80.00)	1,615 (20.19x80.00)
INDUSTRIAL	4.96	3,720 (860x4.96)	168 (33.85x4.96)

GRAPHIC SCALE IN FEET
0 50 100 200

SITE DATA

PARCEL/PROJECT INFORMATION

PARCEL ID#	06-22-30-0445-00-011
OWNER	SCHOOL BOARD OF ORANGE COUNTY, FL
PROPERTY ADDRESS	3140 N. PINE HILLS RD.
MUNICIPALITY	ORG. ORANGE COUNTY
CURRENT ZONING	PD & ML-1/IND-1
FUTURE LAND USE	L/IND/R/INST
PROPOSED LAND USE	COMMERCIAL / INDUSTRIAL
ADJACENT ZONING	N: PD/R-1A/IND-1/IND-5; E: R-1A/R-3; S: R-3/R-1A/R-1A-C; W: R-1A/R-1A-C
ADJACENT FUTURE LAND USE	N: MXD/INST/LMDR; E: R/L; S: L; W: LMDR
TOTAL SITE PROPERTY AREA	91.08 AC.
AREA WITHIN PID	75.91 AC.
AREA WITHIN IND-1/IND-5	15.17 AC.
PROJECT LIMITS	75.91 AC. (ALL WITHIN PID)
ALLOWABLE IMPERVIOUS	70% (53.64 AC.)
PROPOSED IMPERVIOUS	48.84 (64.3% AC.)
ALLOWABLE OPEN SPACE	30%
PROPOSED OPEN SPACE	42.74%
PHASING	PROJECT WILL BE CONSTRUCTED IN 1 PHASE

FEMA 100-YR FLOOD INFORMATION

FLOOD ZONE	X
FIRM MAP PANEL #	12095C 0230 F
MAP REVISED DATE	SEPTEMBER 25, 2009

COMMERCIAL DEVELOPMENT

TOTAL DEVELOPMENT AREA	17.68 AC
ALLOWABLE BUILDING AREA	160,000 SF (3.70 AC.)
PROPOSED BUILDING AREA	58,448 SF (0.81 AC.)
ALLOWABLE F.A.R.	0.5
PROPOSED F.A.R.	0.076 (0.51/17.68)
ALLOWABLE BUILDING HEIGHT	50'/3-STY (50' w/in 100' OF RESIDENTIAL ZONING)
PROPOSED BUILDING HEIGHT	BLDG 1: 30'-0" (1-STY)
REQUIRED SETBACKS	FRONT: 40', SIDE: 25', REAR: 25'

INDUSTRIAL DEVELOPMENT

TOTAL DEVELOPMENT AREA	58.95 AC
ALLOWABLE BUILDING AREA	360,000 SF (11.662 AC.)
PROPOSED BUILDING AREA	36,180 SF (0.83 AC.)
ALLOWABLE F.A.R.	0.5
PROPOSED F.A.R.	0.045 (0.83/58.95)
ALLOWABLE BUILDING HEIGHT	50'/3-STY (50' w/in 100' OF RESIDENTIAL ZONING)
PROPOSED BUILDING HEIGHT	BLDG 2: 38'-6" (1-STY); BLDG 3: 32'-8" (1-STY)
REQUIRED SETBACKS	FRONT: 40', SIDE: 25', REAR: 25'

FIRE FLOW NOTES AND CALCULATIONS

(BASIS: NFPA 1, CHAPTER 18, 2012)

STEP 1: BUILDING DATA
CONSTRUCTION TYPE:
- BLDG 1: FBC TYPE II-B FULLY SPRINKLED
- BLDG 2: FBC TYPE II-B FULLY SPRINKLED
- BLDG 3: FBC TYPE II-B NON SPRINKLED
- BLDG 4-7: FBC TYPE II-B NON SPRINKLED

FIRE AREA:
- BLDG 1: 12,984 SF
- BLDG 2: 14,945 SF
- BLDG 3: 3,981 SF
- BLDG 4-7: 3,456 SF

STEP 2: MINIMUM REQUIRED FIRE FLOW
(TABLE 18.4.5.1.2)
- BLDG 1: 3,250 GPM
- BLDG 2: 4,000 GPM
- BLDG 3: 1,500 GPM
- BLDG 4-7: 1,500 GPM

REQUIRED FIRE FLOW: 4,000 GPM
50% SPRINKLER CREDIT
THEREFORE 2,000 GPM REQUIRED.

STEP 3: HYDRANTS REQUIRED
(ANNEX E, TABLE E.3)
3 HYDRANTS REQUIRED, 450 FT AVERAGE SPACING.
7 NEW HYDRANTS PROVIDED
PLUS 1 EXISTING HYDRANT TOTAL OF 8.

LEGEND:
- CHAIN LINK FENCE
- HEAVY DUTY PAVEMENT (SEE CODE FOR DETAIL)
- REGULAR PAVEMENT (SEE CODE FOR DETAIL)
- STABILIZED OVER LOW PERMEABLE, PROVIDE SOD IN REMAINDER TO MATCH WITH REGULAR PAVEMENT
- CONCRETE (SEE CODE FOR DETAIL)

WILLIS R. MUNGERS LAND SUBDIVISION ZONING: A-1
APPARENT RIGHT-OF-WAY
LA JOYA COVE ZONING: R-1A/C
UNPLATTED ZONING: P-D
WILLIS R. MUNGERS LAND SUBDIVISION ZONING: R-1A
WILLIS R. MUNGERS LAND SUBDIVISION ZONING: IND-1/IND-5
IGLESIA CRISTIANA PENTECOSTAL DE ORLANDO ZONING: PD
ALTERNATIVE ZONING: R-1A/C
6' BLACK VINYL COATED CHAIN LINK FENCE WITH OPAQUE WIND SCREEN
BUS PARKING SPACES
8'H CHAIN LINK FENCE WITH OPAQUE WIND SCREEN
20'-WIDE GATE
BUILDING 1 BUS WASH FFE= 83.00
FUELING ISLAND
FUTURE PROPANE FUELING ISLAND
CANOPIES ENCLOSURE
PSP BOUNDARY (METHOD PROPOSED PARCEL A AND PARCEL B)
PARCEL A
PARCEL B
ZONING TO LAND USE INDUSTRIAL
EXISTING PAVEMENT (TO REMAIN)
BUS FLEET MAINTENANCE FFE= 83.75
ZONING PD LAND USE INDUSTRIAL
LIMITS OF CONSTRUCTION
ZONING BOUNDARY
ZONING: IND-1/IND-5
RETAINING WALL (APPROX. 700LF)
BLDG 2 COMMUNITY LEARNING CENTER FFE= 76.58
OPAQUE FENCE AROUND MECHANICAL EQUIPMENT
RETENTION POND (DRY)
ZONING: PD LAND USE COMMERCIAL
CLEARING PARKING AREA TOTAL PARKING COUNT: 133 - STANDARD PARKS: 111 - STANDARD HANDICAP: 20 (6% PARKING)
PROPOSED DRIVEWAY CONNECTION
N PINE HILLS ROAD (R/W WIDTH VARIES)
EXISTING DRIVEWAY CONNECTION (TO REMAIN)
PROPOSED UTILITY EASEMENT GRANTED TO ORANGE COUNTY UTILITIES FOR OPERATION AND MAINTENANCE OF THE FIRE LINE MASTER METER ASSEMBLY
PINE VIEW APARTMENTS A REPLAT ZONING: R-3A/W/RP
NORTH PINE HILLS ZONING: R-3
WILLIS R. MUNGERS LAND SUBDIVISION ZONING: R-1A
CLARION VILLAGE ZONING: R-3A/W/RP
APPARENT RIGHT-OF-WAY
ZONING: IND-1/IND-5
EXISTING PAVEMENT (TO REMAIN)
EXISTING DRIVEWAY CONNECTION (MODIFIED)
N PINE HILLS ROAD (R/W WIDTH VARIES)
EXISTING PAVEMENT (TO REMAIN)
DRIVER'S LOUNGE PARKING AREA TOTAL PARKING COUNT: 436 - EXISTING HANDICAP PARKING: 215 - ADDED STANDARD PARKING: 100 - ADA PARKING: 10
30 MAINTENANCE EMPLOYEE PARKING SPACES
37 MAINTENANCE EMPLOYEE PARKING SPACES
35 BUS PARKING SPACES (FOR MAINTENANCE)
BUILDING 3 BUS FLEET MAINTENANCE FFE= 83.75
EXISTING BUS DRIVERS LOUNGE OVERFLOW PARKING AREA
RETENTION POND
BLDG 1 BUS WASH
BLDG 2 COMMUNITY LEARNING CENTER
BLDG 3 BUS FLEET MAINTENANCE
BLDG 4 BUS DRIVERS LOUNGE

Klima Weeks Engineering

BRPH
Architects, Engineers, Construction Managers
Orlando, Florida
Tampa, Florida
www.brph.com
Certificate of Authorization Number: AA C000141
Board of Professional Engineers Certificate of Authorization Number: EB 0000141
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REVISION	DATE	BY
1 ADDENDUM	12-13-17	MM

812

PINE HILLS TRANSPORTATION FACILITY
DCPS PROJECT NUMBER: 12067

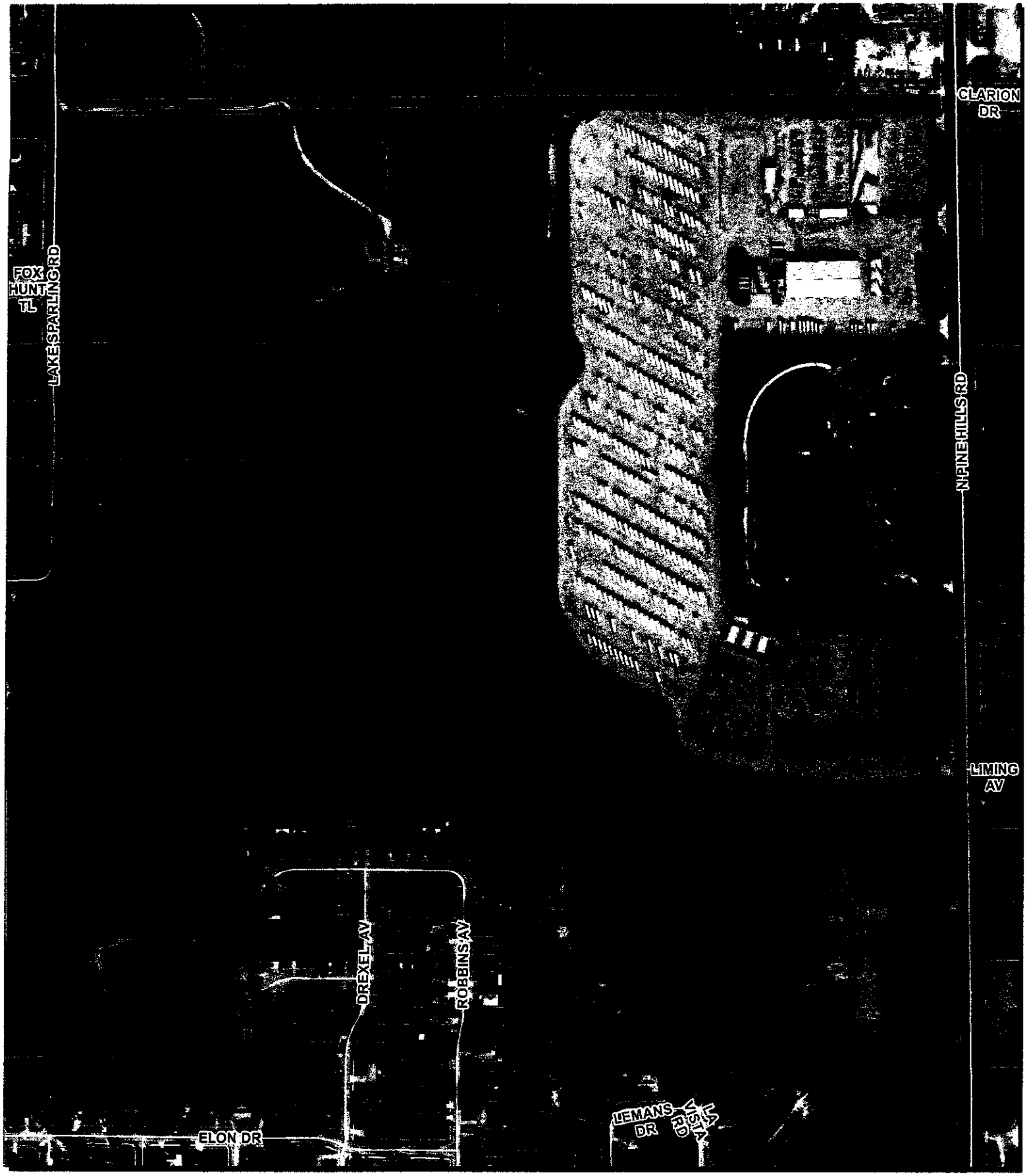
OVERALL SITE PLAN

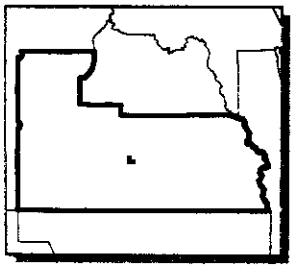
TITLE

ORANGE COUNTY PUBLIC SCHOOLS
DESIGN & CONSTRUCTION
FACILITIES SERVICES
BLDG. 280, 6501 MAGIC WAY, ORLANDO, FLORIDA 32809

DRAWN BY: RAFL
CHECKED BY: JAC
DATE: 01/2017

DRAWING NO.
C100
OF (TOTAL):





Hubbard Construction PD / Pine Hills Transportation Facility PSP / DP

Parcels	Jurisdiction
Subject Property	Hydrology

N
W E
S

0 180 360
813 Feet
1 in = 360 ft

Interoffice Memorandum

DATE: June 5, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Applicant: Kathy Hattaway, Poulos & Bennett, LLC
Northeast Resort Parcel PD / NERP Phase 5 Preliminary Subdivision Plan – Case # PSP-16-12-423

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 10, 2017 to approve the Northeast Resort Parcel PD / NERP Phase 5 Preliminary Subdivision Plan to subdivide 39.86 gross acres to allow for construction of sixty (60) detached single-family residential dwelling units.

The request also includes the following waiver from Orange County Code:

A waiver from Orange County Code Section 34-267(h) for Phase 5 (Parcels I and K) only, is requested to allow a stormwater collection system to connect to the retention outfall system in lieu of separation between both systems.

This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

Supporting documentation for this request can be accessed through the County's FastTrack site, located at:

https://fasttrack.ocfl.net/OnlineServices/DC_DevelopmentReviewCommittee.aspx

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Northeast Resort Parcel PD / NERP Phase 5 Preliminary Subdivision Plan dated "Received April 24, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/sfv
Attachments

CASE # PSP-16-12-423

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 10, 2017 to approve the Northeast Resort Parcel PD / NERP Phase 5 Preliminary Subdivision Plan to subdivide 39.86 gross acres to allow for construction of sixty (60) detached single-family residential dwelling units.

The request also includes the following waiver from Orange County Code:

A waiver for Phase 5 (Parcels I and K) is requested from Section 34-267(h) to allow a stormwater collection system to connect to the retention outfall system in lieu of separation between both systems.

This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.

2. PROJECT ANALYSIS

A. Location:	North of Vista Boulevard / East of Disney's Fort Wilderness	
B. Parcel ID:	18-24-28-0000-00-012, 18-24-28-3102-00-004,	18-24-28-3102-11-000 18-24-28-3102-00-008
C. Total Acres:	39.86 acres	
D. Water Supply:	Orange County Utilities	
E. Sewer System:	Orange County Utilities	
F. Schools:	Sand Lake ES: Capacity 828, Enrollment 659 Bridgewater MS: Capacity 1,176, Enrollment 1,826 West Orange HS: Capacity 3,276, Enrollment 4,340	
G. School Population:	212 (entire PD)	
H. Parks:	West Beach Park - 2.3 Miles	
I. Proposed Use:	Single-Family Detached Residential	
J. Site Data:	Maximum Building Height: 50' (3 stories) Minimum Living Area: 1,200 Square Feet Building Setbacks:	

Cluster Villas (Lots 25-60)
10' Front
10' Side
10' Side Street
10' Rear

Village Home (Lots 1-24)
10' Front
5' Side
10' Side Street
5' Rear

K. Fire Station: 36 - 12252 Winter Garden Vineland Road

L. Transportation: There is a Capacity Reservation Certificate (CRC) on file for this development. CRC #08-072 is approved for 373 single family dwelling units, 200 multifamily dwelling units and 60 timeshares. This CRC expires July 20, 2020.

3. COMPREHENSIVE PLAN

The property's Future Land Use Map (FLUM) designation is Planned Development - Commercial / Low Density Residential / Conservation / Timeshare. The request is consistent with the Comprehensive Plan.

4. ZONING

Planned Development (PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Northeast Resort Parcel PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; NERP Phase 5 Preliminary Subdivision Plan dated "Received April 24, 2017," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received April 24, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As

part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.

7. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.

8. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.

9. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

10. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.

11. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.

12. New streets which are an extension of or in alignment with existing streets shall bear the same name as that borne by such existing streets.

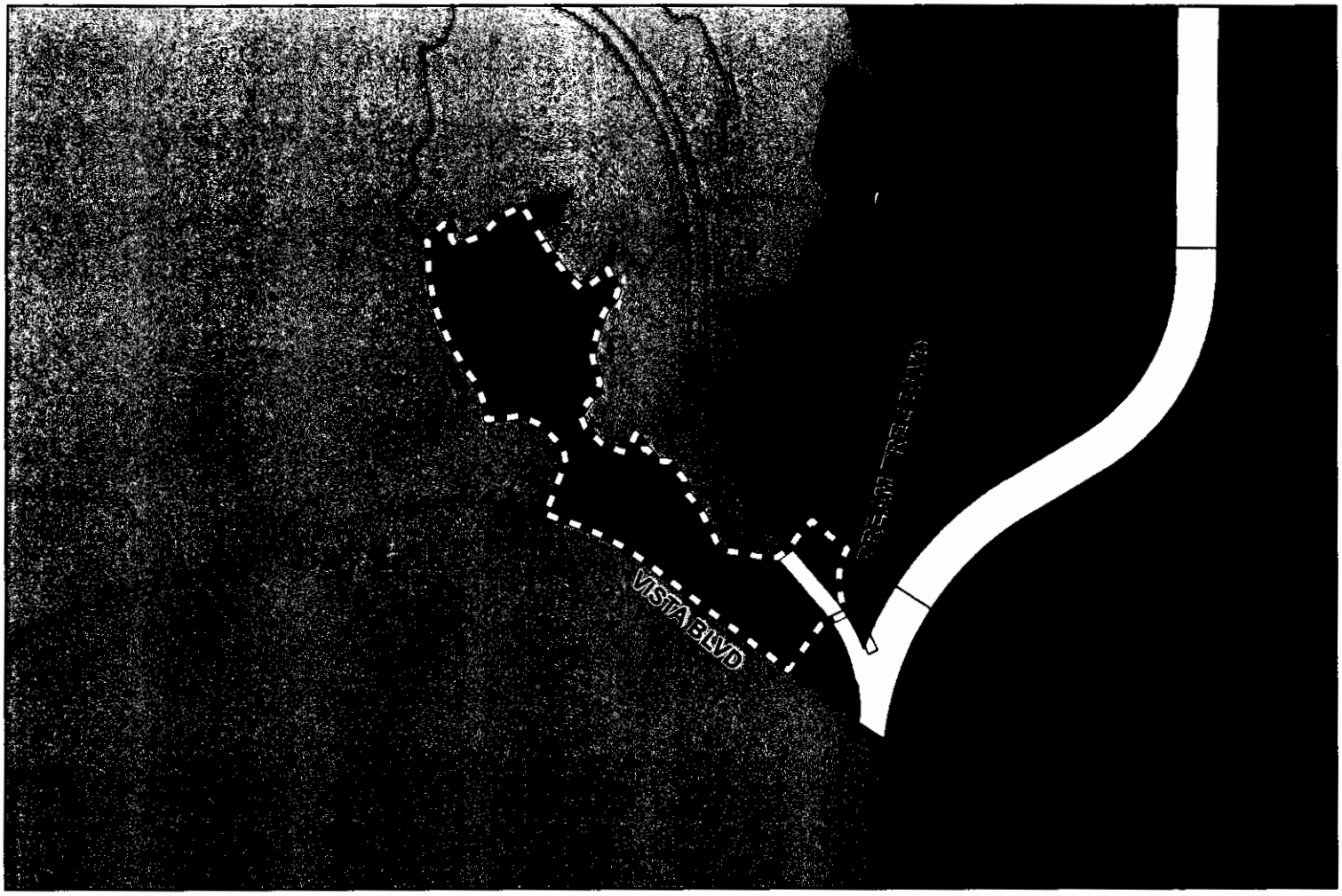
13. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.

14. This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.

15. The CC&Rs shall notify homeowners that solid waste collection by Orange County from the alleyways adjacent to Lots 45 & 46 will not be possible because the alleyway configuration does not provide adequate width to accommodate Orange County solid waste collection vehicles.

16. A waiver from Orange County Code Section 34-267(h) for Phase 5 (Parcels I and K) only, is granted to allow a stormwater collection system to connect to the retention outfall system in lieu of separation between both systems.

PSP-16-12-423



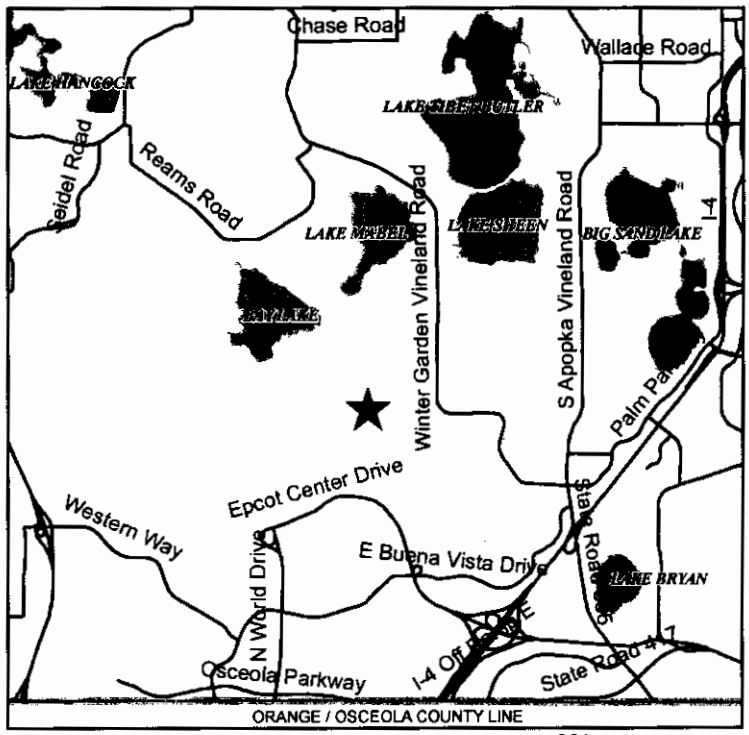
Subject Property

Subject Property

Zoning

ZONING:	**PD (Planned Development District) (Northeast Resort Parcel PD)**
APPLICANT:	**Kathy Hattaway, Poulos & Bennett, LLC**
LOCATION:	**North of Vista Way, east of Disney's Fort Wilderness**
TRACT SIZE:	**39.86 acres**
DISTRICT:	**#1**
S/T/R:	**18/24/28**

1 inch = 1,000 feet



PROJECT ACREAGE

Phase 5 PSP Area = 39.66 Acres
Wetlands, buffers, and canals = 3.58 Acres
Wetlands Direct Impacts = 0.47 acres *
Net Developable Area = 36.28 Acres **

* Included in the Developable Area.
** Not including wetlands, buffers and canals

1. As documented in the Northwest Resort Parcel PD (CDR 10-12-251), adopted April 19, 2011, the following notes and conditions apply to this PSP application.
2. All construction details are conceptual and subject to review and modification during the approval of final construction plans.
3. In accordance with Section 38-1227, any variations from county code minimum standards represented on this plan that have not been expressly approved by the BCC are invalid.

STORMWATER MANAGEMENT

1. The RCID has constructed and maintains a Master Stormwater System for the entire RCID district which includes the NERP PD. This Master Stormwater System is the receiving water body for all stormwater discharge from all areas in the NERP PD. Pre-Post attenuation for the NERP PD (25yr-24hr storm event) is provided in RCID's Master Stormwater System as previously approved by the SFWMD. Stormwater quality shall meet Orange County and RCID code for each development within the NERP PD. The 100 year flood elevations for RCID district, including the NERP PD, have been previously established by RCID and still be reviewed by RCID for permitted impacts.
2. Phase 5 will be served by two stormwater ponds, Pond 13, which consist of Parcel 13a and Pond 13b, and Pond 14, constructed with this Phase. Offsite basins will route through the system before discharging into the surrounding wetlands (Identified as Wetland 14.2258). Final design details will be submitted during the construction plan approval process. Additional stormwater pond locations will be shown on subsequent PSP's.
3. There are no natural water bodies or lakes within the PD, therefore regulations for these types of water bodies do not apply.

UTILITIES

1. Water, sanitary sewer, and reclaimed water services shall be provided by Orange County Utilities in accordance with the Interlocal Agreement adopted November 13, 2006. A potable flow analysis was produced in the NERP Master Utility Plan, approved January 23, 2008 and last updated January, 2013. A MUP update will be required with the Phase 5 PSP.
2. Development within the project shall maintain minimum fire flows in accordance with Orange County Requirements.
3. Other services such as cable, telephone, and electrical will be provided in accordance with the appropriate territorial agreements.

SERVICE PROVISION

1. School Age Population. Project school age population is based on the Orange County Subdivision Regulations which show that a total of 212 students will be generated by the proposed NERP PD. School capacity has been addressed through the Capacity Enhancement Agreement process.

TRANSPORTATION

1. Capacity Reservation Certificate(CRC) #08-72 governs the following parcel IDs: 18-24-28-0000-00-002; 008; 012 and 17-24-28-0000-00-025; 027. CRC #08-72 expires February 3, 2018.

LAND USE	ITE CODE	INTENSITY		CALCULATED AVERAGE DAILY TRIPS
Single Family	210	60	DU	571

Source: ITE Trip Generation, 9th Ed

PD MASTER TRANSPORTATION CALCULATIONS

TYPE	UNITS APPD WITH CRC #08-72*	UNITS PROPOSED BY PSP					UNITS REMAINING
		1	2	3	4	5	
Single Family Residential	280	61	75	30	53	60	0
Multi Family Residential	0	0	0	0	0	-	71
Timeshare	20	60**	0	0	0	-	20
Office	5,000 SF	5,000	0	0	0	-	0

* A revised CRC Development Program for CRC #08-072 has been submitted that increases the single-family residential capacity reservation to accommodate the Phase 5 development program.
** 60 units previously assigned under separate CRC.

PERFORMANCE STANDARDS

	Min. Lot Width (ft.)	Min. Lot Size (SF)	Min. Living Area (SF)*	Building Setbacks F	B	BB	R	Min. Bldg. Separation	Maximum Building Height	Max. Lot Coverage
RESIDENTIAL										
Single Family - Detached										
Cluster Villas (CL) - Lots 35 to 60	30'	2600	1200	10'/0''	5'	10'/0''	10'/0''	10'	3 stories NTE 50'	60%
Village Homes (V) - Lots 1 to 34	30'	3600	1300	10'	5'	10'	0'	10'	3 stories NTE 50'	65%

Building Setbacks Footnotes Legend:

A: Front-loaded garages will have a front setback of 20' (front building setback will remain 10').

B: Rear setback shall be a minimum of 5', provided that alternative private outdoor space is provided (e.g., side yard, courtyard, etc.). If no alternative outdoor space is provided, rear setback shall be 10'.

D: Minimum living area defined as area under heated air.

D: Includes entertainment features.

E: Guest Lodges and Accessory Structures shall meet the setback requirement of the primary dwelling unit.

F: Setback from Right-Of-Way (not including shared driveways) for single family product will be a minimum of 10'.

PD MASTER OPEN SPACE CALCULATIONS

PD OPEN SPACE SECTION 38-1234		ACRES REQUIRED BY PSP					ACRES PROVIDED BY PSP					% OF OPEN SPACE REQUIREMENT
		1	2	3	4	5	1	2	3	4	5	
CATEGORY A	100% OF OPEN SPACE						20.44	3.37	2.04	11.16	5.04	40%
CATEGORY B	50% OF OPEN SPACE	43.08	16.67	4.66	15.03	9.07	32.58	0	0	0	0	50%
CATEGORY C	50% OF OPEN SPACE						56.38	37.47	1.27	50.87	2.18	10%
SUBTOTAL		43.08	16.67	4.66	15.03	9.07	111.41	40.84	3.31	61.71	5.22	100%
TOTAL				88.79					225.65			

1. OPEN SPACE REQUIREMENTS SHALL BE AS FOLLOWS:
   RESIDENTIAL USES 25%
   COMMERCIAL USES 25%
2. INDIVIDUAL TRACTS OR PHASES MAY NOT MEET THE OPEN SPACE CRITERIA BUT THE OVERALL PD WILL MEET THE OPEN SPACE REQUIREMENT AND SHALL COMPLY WITH SECTION 38-1234. THE MASTER OPEN SPACE CALCULATION SHOWN ABOVE WILL BE UPDATED ON EACH SUBSEQUENT PSP.
3. OPEN SPACE CATEGORIES B AND C CANNOT COUNT FOR MORE THAN 75% OF THE TOTAL OPEN SPACE REQUIREMENTS.

OPEN SPACE PROVIDED			
TRACT	AREA	OPEN SPACE CATEGORY	AREA (AC.) BY CATEGORY
E	0.11	A	5.04
F	0.16	A	
G	0.47	A	
H	1.89	A	
K	0.16	A	
L	0.01	A	
M	0.01	A	
O	2.21	A	
P	0.30	A	
Q	0.04	A	
S	0.06	A	
W	0.02	A	
X	0.17	A	
C	1.81	C	2.18
R	0.34	C	
TOTAL			7.22

NOTE: TRACTS AA, BB, CC, DD, AND FF ARE NOT INCLUDED ABOVE AS THEY WERE PREVIOUSLY PART OF THE PHASE 1 PSP OPEN SPACE CALCULATIONS.

PHASE 5 - Open Space Required

LAND USE	AREA (AC.)	PD OPEN SPACE REQUIREMENT	OPEN SPACE REQ'D (AC.)
RESIDENTIAL	36.28	25%	9.07
TOTAL	36.28		9.07

*SEE NOTE 2 ABOVE

PD MASTER RECREATION SPACE CALCULATIONS

TYPE	CODE REQ'D AREA FOR NERP PD	ACRES PROVIDED BY PSP					SURPLUS ACREAGE
		1	2	3	4	5	
PASSIVE		0.98	1.92	0.42	0.68	0.30	
ACTIVE		4.78	8.00	0.00	2.97	0.22	
TOTAL	4.28	5.84	1.92	0.42	3.65	0.52	7.89

1. RECREATION AREAS THROUGHOUT ALL PHASES ARE OPEN AND ACCESSIBLE BY ALL RESIDENTS WITHIN ALL PHASES.

PHASE 5 - Recreation Space Provided

RECREATION SECTION 38-1253	AREA (AC.) PROVIDED	TYPE
8' SIDEWALKS/PATHS	0.30	PASSIVE
TRACT S - PARK	0.22	ACTIVE
TOTAL AREA (AC.) PROVIDED	0.52	

ENVIRONMENTAL

1. Conservation Area limits and classes were determined with Orange County CAD No. 06-022 and updated with CAD No. 14-06-037.
2. The design shall include provisions for wildlife connectivity across or under roadways that traverse wetland systems and associated buffers. Road and pedestrian crossings of the wetland and environmentally sensitive corridors shall be minimized over wetlands and floodplains and be designed to allow for unimpeded passage of wildlife.
3. Any impacts to wetlands and/or buffers will require a Conservation Area Impact (CAI) Permit from the Orange County Environmental Protection Division, as outlined in Chapter 15, Article X - Wetland Conservation Areas. CAI-17-01-000 is being processed for the impacts proposed with Phase 5.

TRASH COLLECTION

1. Where areas of residential curbside pick up is not available from Orange County Utilities, collection locations will be incorporated into the design or special services will be provided by the HOA. This reference will be incorporated in the declaration of covenants, conditions, restrictions and obligations.

PLANNING / ZONING

1. Possible locations for model homes are Cluster Villa Lots 35, 36 and 37 in Parcel I and Lots 16, 18 and 17 in Parcel K in Phase 5. These locations are preliminary and will be finalized during the model home application process.

FIRE PROTECTION

1. Needed fire flow for single family dwellings shall be as follows:
   - Homes 3,600 square feet or less - 1,000 gpm needed fire flow
   - Homes exceeding 3,600 square feet shall provide fire flow in accordance with Table 18.4.5.1.2 of NFPA 1 (FFPC 2012).
2. Reduction of fire flow may be permitted if dwelling is equipped with an automatic sprinkler system or separated from other structures by 30 feet but in no case shall the fire flow be less than 500 gpm per 18.4.5 NFPA (FFPC 2012).
3. No parking signage to be installed on one or both sides of all traversal roads in order to maintain a minimum clear width of twenty (20) feet for two-way roads and seventeen (17) feet for one-way roads.
4. Fire department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first floor of the building is located not more than 150 feet (46 m) from fire department access roads as measured by an approved route around the exterior of the building or facility. 18.2.3.2.2 NFPA 1 2015 Edition (FFPC 5TH Edition 2012)

ROADWAYS

1. Stabilized turnarounds / Cul-De-Sacs will be provided for roadway terminations at Phase limit. These turnarounds may be outside the limits of the Final Plat Boundary with a temporary easement. Details will be shown on construction plans.
2. Gates shall be provided with Siren-Operated sensor with battery back-up for access by Emergency Vehicles in the event of an emergency. Gate opening(s) shall be minimum of 20 feet clear width to provide adequate access for emergency vehicles (Section 18.2.2.2 NFPA 1 2012 Edition (FFPC 5TH Edition 2012) and Orange County ordinance Sec. 34-291 (g).

ATKINS

NORTHEAST RESORT PARCEL

PHASE 5 PRELIMINARY SUBDIVISION PLAN

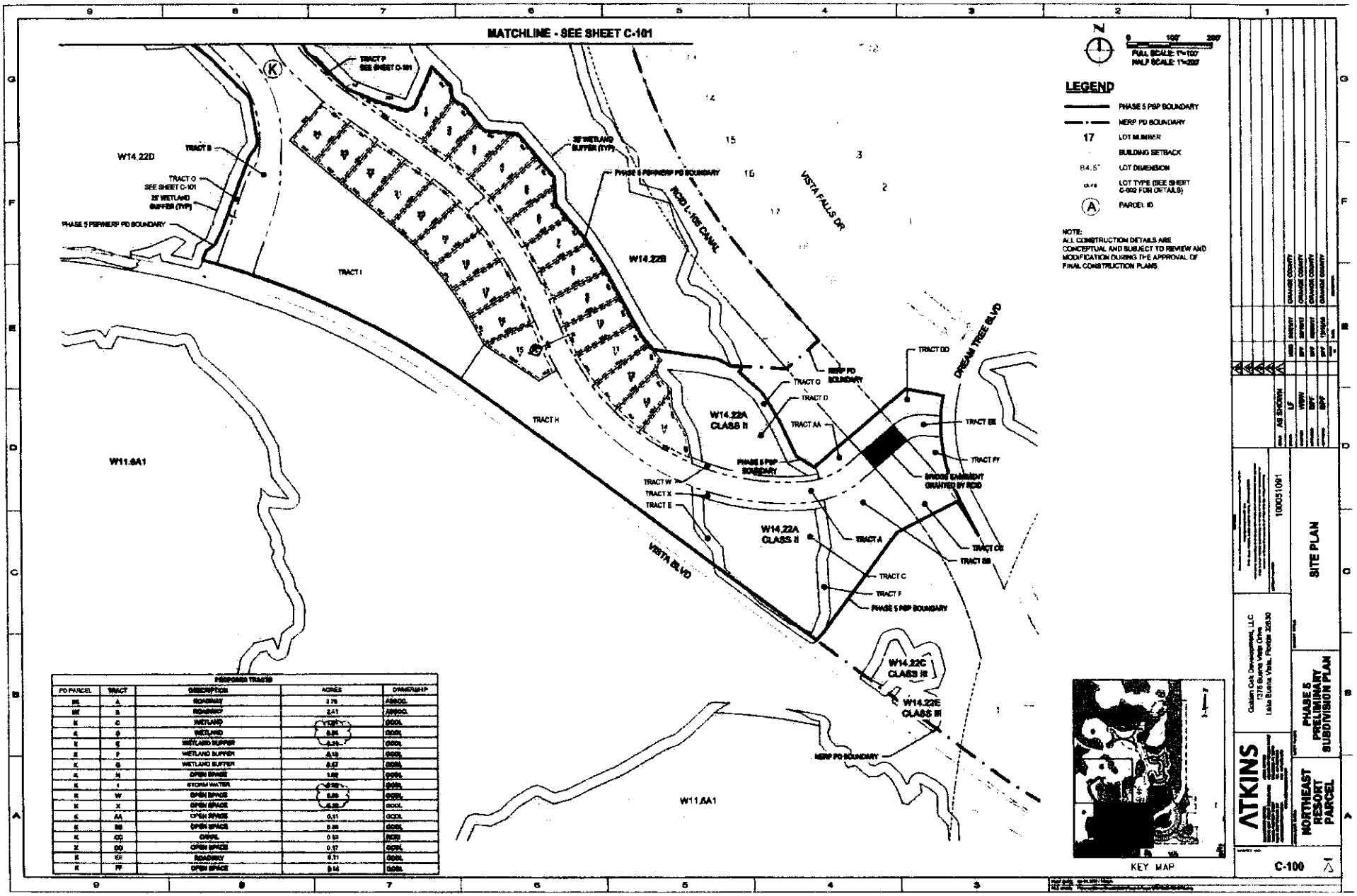
SITE DATA

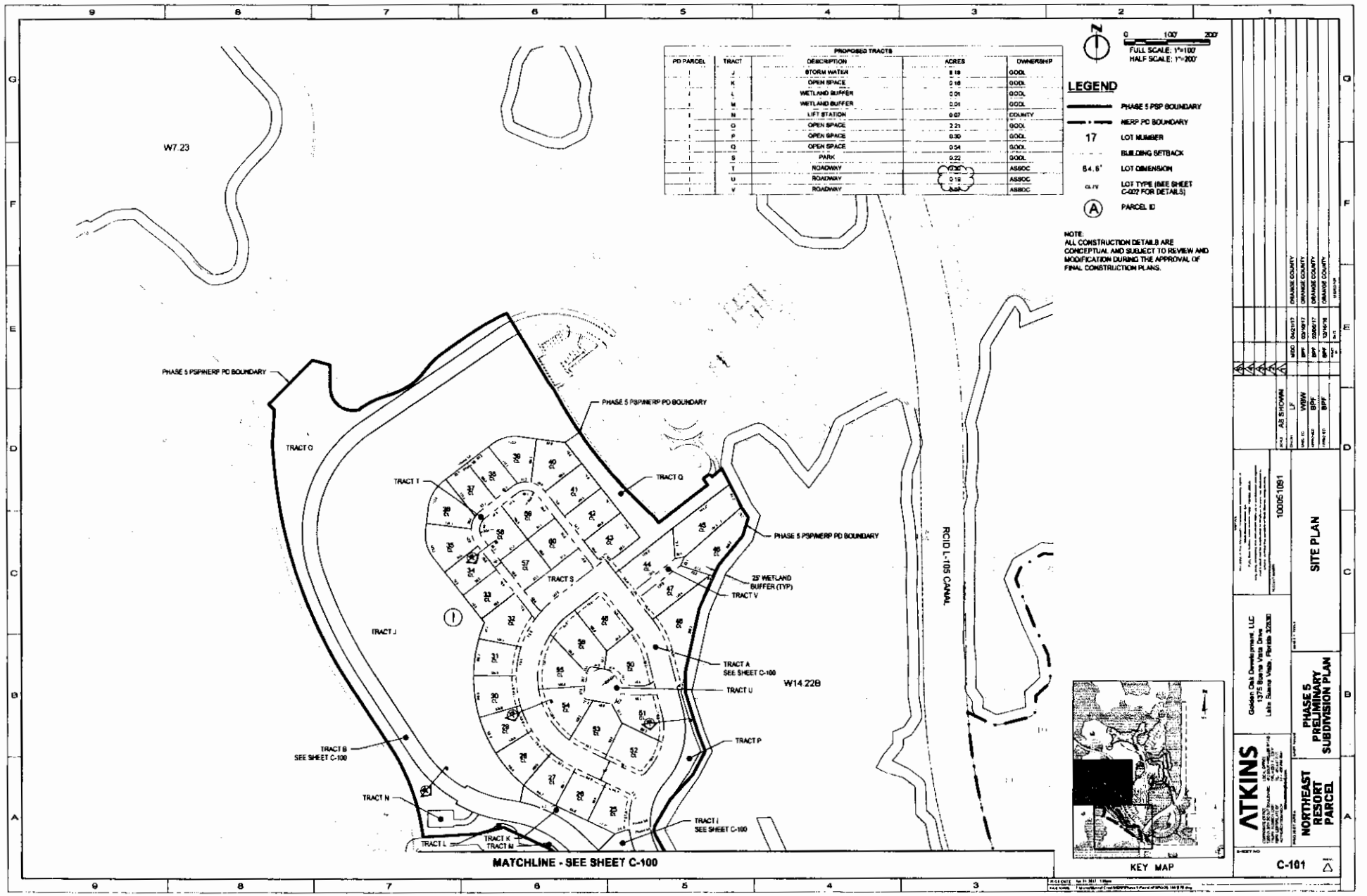
Golden Oak Development, LLC
1379 Sienna Vista Drive
Lake Sienna Vista, Florida 33830

100051081

C-002

822


MATCHLINE - SEE SHEET C-101
LEGEND
PHASE 5 PSP BOUNDARY
NERP PD BOUNDARY
LOT NUMBER
BUILDING SETBACK
LOT DIMENSION
LOT TYPE (SEE SHEET C-002 FOR DETAILS)
PARCEL ID
NOTE:
ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS
FULL SCALE: 1"=100'
HALF SCALE: 1"=200'
W14.22D
W14.22B
W14.22A CLASS II
W14.22C CLASS III
W14.22E CLASS III
W11.6A1
W11.6A1
TRACT I
TRACT H
TRACT P
TRACT B
TRACT O
TRACT G
TRACT D
TRACT AA
TRACT DD
TRACT EE
TRACT FF
TRACT W
TRACT X
TRACT E
TRACT A
TRACT CC
TRACT BB
TRACT C
TRACT F
25' WETLAND BUFFER (TYP)
PHASE 5 PSP BOUNDARY
NERP PD BOUNDARY
VISTA FALLS DR
VISTA BLVD
DREAM TREE BLVD
ROAD L-105 CANAL
BRIDGE EASEMENT GRANTED BY RCID
PROPOSED TRACTS
PD PARCEL
TRACT
DESCRIPTION
ACRES
OWNERSHIP
KEY MAP
ATKINS
Coldwin Cats Development, LLC
13715 Bonita Vista Drive
Lake Buena Vista, Florida 32830
100031091
SITE PLAN
PHASE 5
PRELIMINARY
SUBDIVISION PLAN
NORTHEAST
RESORT
PARCEL
C-100


PROPOSED TRACTS
PD PARCEL | TRACT | DESCRIPTION | ACRES | OWNERSHIP
J | STORM WATER | 8.19 | GOCL
K | OPEN SPACE | 0.16 | GOCL
L | WETLAND BUFFER | 0.01 | GOCL
M | WETLAND BUFFER | 0.01 | GOCL
N | LIFT STATION | 0.07 | COUNTY
O | OPEN SPACE | 2.21 | GOCL
P | OPEN SPACE | 0.30 | GOCL
Q | OPEN SPACE | 0.54 | GOCL
S | PARK | 0.22 | GOCL
T | ROADWAY | 0.35 | ASSOC
U | ROADWAY | 0.18 | ASSOC
V | ROADWAY | 0.04 | ASSOC
FULL SCALE: 1"=100'
HALF SCALE: 1"=200'
LEGEND
PHASE 5 PSP BOUNDARY
NERP PD BOUNDARY
17 LOT NUMBER
BUILDING SETBACK
64.5' LOT DIMENSION
LOT TYPE (SEE SHEET C-022 FOR DETAILS)
A PARCEL ID
NOTE:
ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
W7.23
PHASE 5 PSP/NERP PD BOUNDARY
TRACT O
TRACT T
TRACT Q
TRACT S
TRACT J
25' WETLAND BUFFER (TYP)
TRACT V
TRACT A SEE SHEET C-100
TRACT U
W14.228
TRACT P
TRACT B SEE SHEET C-100
TRACT N
TRACT I SEE SHEET C-100
TRACT L
TRACT K
TRACT M
RCID L-105 CANAL
MATCHLINE - SEE SHEET C-100
KEY MAP
ATKINS
Golden Oak Development, LLC
1375 Buena Vista Drive
Lake Buena Vista, Florida 32830
10006109
NORTHEAST RESORT PARCEL
PHASE 5 PRELIMINARY SUBDIVISION PLAN
SITE PLAN
C-101



NORTHEAST RESORT PARCEL NERP PD
Phase I PSP - Substantial Change

Subject Property

Parcels

N
W
E
S

0 450 900

Feet

1 in = 900 ft

Interoffice Memorandum

May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Michael Dipaola, United Sign Systems, Inc.
Universal Boulevard Planned Development (PD)
Case # CDR-17-03-066 / District 6

The Universal Boulevard PD contains 2,126.69 gross acres and is generally located north of the Martin Andersen Beachline Expressway (SR 528), southwest of Florida's Turnpike, and east of Universal Boulevard, and west of John Young Parkway. The overall development program for the PD includes 3,307,817 square feet of retail commercial, 10,400 hotel rooms, 6,820 units of timeshare/resort, +/- 300 acres of attraction, 1,000 student school / 400 bed student housing, and 36 holes of golf course uses.

Through this PD substantial change, the applicant is seeking to incorporate additional signage within an 8.50-acre parcel, and more specifically within Lot 5 of the Universal Boulevard PD / West and Northwest PSP and a tract that is developed with the "Andretti Indoor Karting and Games" complex. Because the proposed signage exceeds that allowed by the approved / existing PD Master Sign Plan (MSP) and Orange County Code – Tourist Commercial sign standards, three waivers for increased wall sign copy area and number of wall signs have been requested.

On April 12, 2017, the Development Review Committee (DRC) recommended approval of the request, subject to conditions. A community meeting was not required.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-

14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Universal Boulevard Planned Development / Land Use Plan (PD/LUP) dated "Received April 4, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 6**

Attachments

CASE # CDR-17-03-066

Commission District: # 6

GENERAL INFORMATION

APPLICANT	Michael Dipaola, United Sign Systems, Inc.
OWNER	EPR Karting, LLC
PROJECT NAME	Universal Boulevard Planned Development
PARCEL ID NUMBER	36-23-28-6120-01-002 *(affected parcel only)*
TRACT SIZE	2,126.69 gross acres *(overall PD)* 8.50 gross acres *(affected parcel only)*
LOCATION	The affected parcel is generally north of Universal Boulevard, approximately 1,000 feet west of Pointe Plaza Avenue.
REQUEST	A PD substantial change to accommodate additional signage requiring the following waivers from Orange County Code for the Universal Boulevard PD / West and Northwest PSP Lot 5A only: 1. A waiver from Section 31.5-163(a)(2) to allow 1,042 square feet of wall signage, in lieu of 200 square feet. 2. A waiver from Section 31.5-168(b) to allow two (2) wall signs per building face for a single tenant, in lieu of one (1) wall sign. Additionally, the following waiver has also been requested from only the Master Sign Plan: 1. A waiver from the Master Sign Plan to allow a maximum copy area of 369 square feet for wall signs, in lieu of a maximum copy area of sixty (60) square feet.
PUBLIC NOTIFICATION	A notification area extending beyond one thousand one hundred (1,100) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Forty-one (41) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application.

IMPACT ANALYSIS

Special Information

The Universal Boulevard PD was originally approved on December 14, 1999, as the

USI South Campus PD, and has existing entitlements for 3,307,817 square feet of retail commercial, 10,400 hotel rooms, 6,820 units of timeshare/resort rental, +/- 300 acres of attraction, 1,000 student school / 400 bed student housing, and 36 holes of golf course uses.

Through this PD substantial change, the applicant is seeking to incorporate additional signage within an 8.50-acre parcel, and more specifically within Lot 5 of the Universal Boulevard PD / West and Northwest PSP and a tract that is developed with the "Andretti Indoor Karting and Games" complex. Because the proposed signage exceeds that allowed by the approved / existing PD Master Sign Plan (MSP) and Orange County Code – Tourist Commercial sign standards, three waivers for increased wall sign copy area and number of wall signs have been requested.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has underlying Future Land Use Map (FLUM) designation of Planned Development – Mixed Use (PD-MU). The proposed PD substantial change is consistent with this FLUM designation and all other applicable CP provisions.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

Environmental Protection Division (EPD) staff reviewed the PD Change Determination Request (CDR) and did not identify any issues or concerns.

Transportation / Concurrency

This development is vested from meeting transportation concurrency requirements under vested rights certificate #05-109. A copy of this certificate must be provided with any application for a building permit.

Schools

Orange County Public Schools (OCPS) did not comment on this case, as it does not involve an increase in residential units or density.

Parks and Recreation

Orange County Parks and Recreation staff reviewed the Change Determination Request but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms
The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Development Review Committee (DRC) Recommendation – (April 12, 2017)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Universal Boulevard Planned Development / Land Use Plan (PD/LUP) dated "Received April 4, 2017", subject to the following conditions:

1. Development shall conform to the Universal Boulevard (aka U.S.I. South Campus) PD Land Use Plan dated "Received April 4, 2017," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received April 4, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to

obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. The following waivers are granted for the Universal Boulevard PD / West and Northwest PSP Lot 5A only:

   a. A waiver from the Master Sign Plan and Orange County Code Section 31.5-163(a)(2) to allow 1,042 square feet of wall signage, in lieu of 200 square feet;

   b. A waiver from the Master Sign Plan and Orange County Code Section 31.5-168(b) to allow two (2) walls signs per building face for a single tenant, in lieu of one (1) wall sign; and

   c. A waiver from the Master Sign Plan to allow a maximum copy area of 369 square feet for wall signs, in lieu of sixty (60) square feet.

7. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 4, 2015, shall apply:

a. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.

b. A road agreement is required to be in place for the conveyance of right-of-way required for the Kirkman Road Extension prior to PSP / DP.

c. A waiver is granted to use the Convention Plaza District Overlay standards in Orange County Code Section 38-865, in lieu of the PD General Site Development Standards and PD Tourist Commercial Standards found in Orange County Code Sections 38-1234, 38-1287, 38-1290, 38-1291, 38-1300, and 38-1476.

d. Development shall be consistent with the Mandarin Drive Agreement approved by the BCC on June 4, 2013, and recorded at Book 10581, Page 0871, Public Records of Orange County, Florida.

e. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.

8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 4, 2013, shall apply:

a. No activity will be permitted within the boundaries of the site that may disturb, influence or interfere with: areas of soil or groundwater contamination, remediation activities, or within the hydrological zone of influence of the contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP). Such approval may include, but is not limited to: an FDEP No Further Action letter, Site Rehabilitation Completion Order (SRCO), or documentation of specific permission from FDEP. Such documentation shall be provided to the Environmental Protection Division of Orange County.

b. On properties where contamination has been documented, the covenants, conditions, and restrictions (CC&Rs) and lease agreements shall include notification that the property has been identified with soil and groundwater contamination and shall state the status of the resulting remediation.

c. Neither potable wells nor irrigation using local groundwater will be allowed on sites where identified soil or groundwater contamination has been documented.

d. The Developer shall obtain wastewater and reclaimed water service from Orange County Utilities.

e. The CC&Rs for the parcels within this PD shall contain a statement reflecting the location of a regional wastewater treatment plant adjacent to the PD.

f. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the Master Sign Guidelines with the exception of any approved waivers.

g. Maximum building height shall be 400 feet / 40 stories as shown on the approved PD/ LUP, except that the maximum building height shall be 50 feet / 3 stories for the 62.62 acres being added with this request and for the area of the existing PD northwest of the Mandarin Drive right of way.

9. All previous applicable BCC Conditions of Approval, dated April 28, 2009, shall apply:

   a. The Master Signage Plan dated "Received January 12, 2009," is approved which grants a waiver from Section 31.5-163(a)(2) to allow the size of 3 building / fascia signs to be up to 632 square feet each (for a total of 1,896 square feet) in lieu of 260 square feet.

10. All previous applicable BCC Conditions of Approval dated January 10, 2006, February 3, 2004, and December 14, 1999, shall apply:

    a. Residential uses shall be limited to those residential uses in the Land Uses Agreement entered into on January 4, 1994, by and among Orange County, Martin Marietta Corporation, and Orlando Central Park, Inc.

    b. Development shall comply with the property owner's Donation Agreement (Universal Boulevard PD) effective as of February 2, 2006, by and between the School Board of Orange County, Florida and Universal City Property Management III, LLC. In the event the County receives written notification from the School Board of developer's breach of the agreement, the County shall cease issuing development approvals until such time as the School Board provides written notice to the County that the breach has been cured.

    c. The use, on the UCF Rosen School of Hospitality campus only, shall be restricted to student housing and any change in such use shall constitute a substantial change to the PD. This project shall also comply with the Student Housing Ordinance.

    d. A waiver of Section 38-1259(h) is granted to allow a maximum building height increase from 3 stories / 40 feet to 4 stories / 55 feet, for the UCF Rosen School of Hospitality campus only.

    e. Billboards and pole signs shall be prohibited. All existing billboards shall be removed within five years of this approval.

    f. Any communication tower requests shall be processed through the Board of Zoning Adjustment, following Section 38-1427, Orange County Code.

g. Swapping of property between the Orange County Convention Center Expansion Phase V PD/LUP and USI South Campus PD/LUP with overall uses/interests not being affected may occur as a non-substantial change, as reviewed and approved by Development Review Committee.

h. The Universal Studios South Campus LUP may be developed to a total daily trip generation equivalent to Universal's share of the design capacity of the proposed Universal Boulevard extension.

i. An additional 20,000 total daily trips may be generated by the Universal Studios Development upon completion of a four-lane connection between the proposed Universal Boulevard and John Young Parkway to six lanes from the Osceola County line to Interstate 4.

j. An additional 43,523 total daily trips may be generated upon the completion of the extension of Kirkman Road from Sand Lake Road to the Beeline Expressway and the interchange with the Beeline at the Kirkman Road Extension.

k. These two improvements (i.e., east-west spur road and the Kirkman extension) may be interchanged in their construction sequences if and to the extent that the same travel demand is met.

l. Any future use of fireworks requires a public hearing and is subject to the Board of County Commissioners' (BCC) approval.

m. No construction plan approval for vertical construction shall be permitted until a mitigation plan is approved for that parcel.

n. The Environmental Protection Division (EPD) shall monitor this area during both construction and operation to ensure compliance with Orange County Code with regard to noise elevations in the area. In the event that noise readings exceed that which is allowed under current code requirements (i.e., the Noise Ordinance), EPD or the Public Works director may order construction activity halted from 7 p.m. until 7 a.m.

o. No searchlights or up-lighting shall be allowed within 2,600 feet of all residential areas. Additional lighting shall be submitted with the proposed attraction area prior to approval.

p. All parking light poles shall be restricted to a maximum height of 30 feet.

q. Lighting, with the exception of landscape lighting, shall be directed in a downward direction and away from the Williamsburg neighborhood.

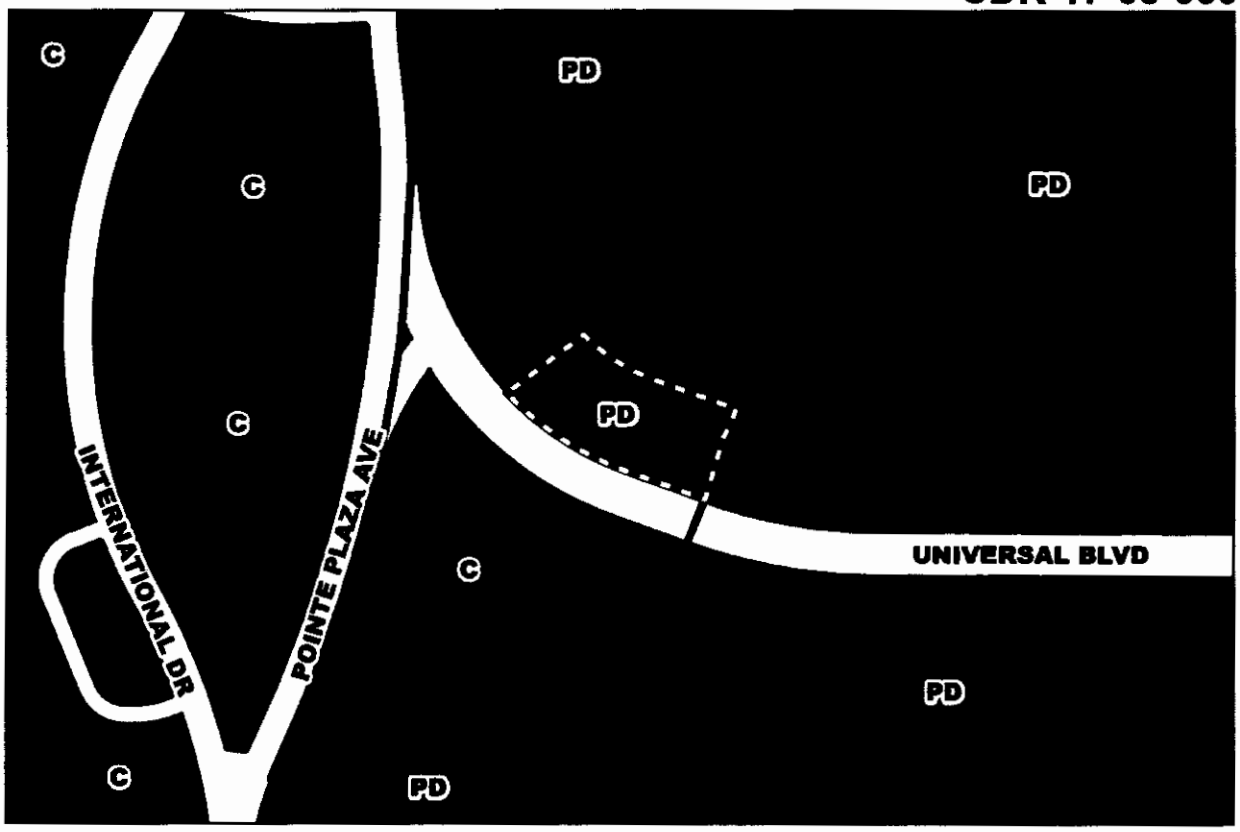
r. A waiver shall be granted from the Tourist Commercial Performance Standards to the extent indicated on the USI South Campus LUP.

s. Applicant agrees that the foregoing restrictions shall be enforceable against the property by Orange County for a period of 20 years from the date hereof regardless of whether the property remains in unincorporated Orange County.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(August 4, 2015)*

Upon a motion by Commissioner Siplin, seconded by Commissioner Edwards, and carried by all members voting AYE by voice vote, the Board made a finding of consistency with the Comprehensive Plan; further, approved the substantial change request by Jay Jackson, Kimley-Horn & Associates, Universal Boulevard Planned Development / Land Use Plan – Case # CDR-14-12-354, to add "light industrial" and "industrial park" as permitted uses (consistent with the I-1/I-5 Light Industrial District) within the Universal Boulevard Planned Development / Land Use Plan, excluding certain industrial uses that will be expressly prohibited; and by revising the PD/LUP to depict specific industrial land use area, an expanded Convention Plaza District Equivalent Zone, and development entitlements by property ownership; and further, the request includes a waiver to apply the Convention Plaza District Overlay standards described in orange county code Section 38-865 to certain portions of the PD, in lieu of the General PD Site Development Standards and PD Tourist Commercial Standards found in Orange County Code Section 38-1234, 38-1287, 38-1290, 38-1291, 38-1300,j and 38-1476; which constitutes a substantial change to the development on the described property, subject to conditions.

CDR-17-03-066



Subject Property
Overall PD

N
W
E
S

★ Subject Property

Future Land Use Map

FLUM: Planned Development (PD)

APPLICANT: Michael DiPaola, United Sign Systems

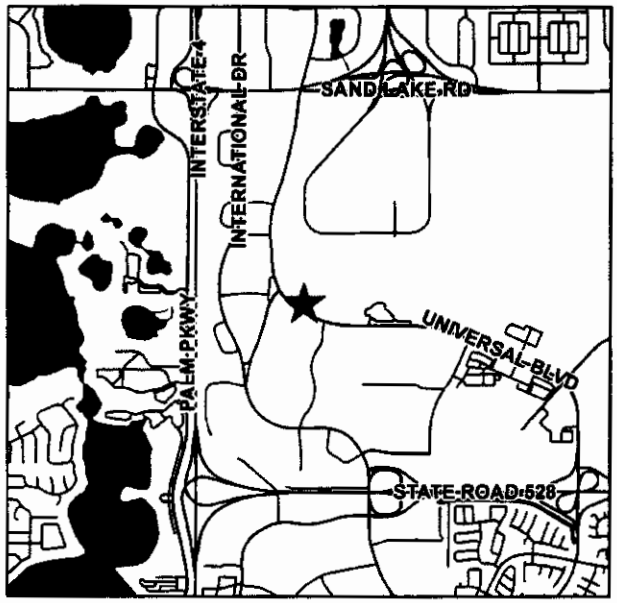
LOCATION: South of Sand Lake Road / East of Universal Boulevard

TRACT SIZE: 2,126.69 gross acres (overall PD)
8.5 gross acres (affected parcel only)

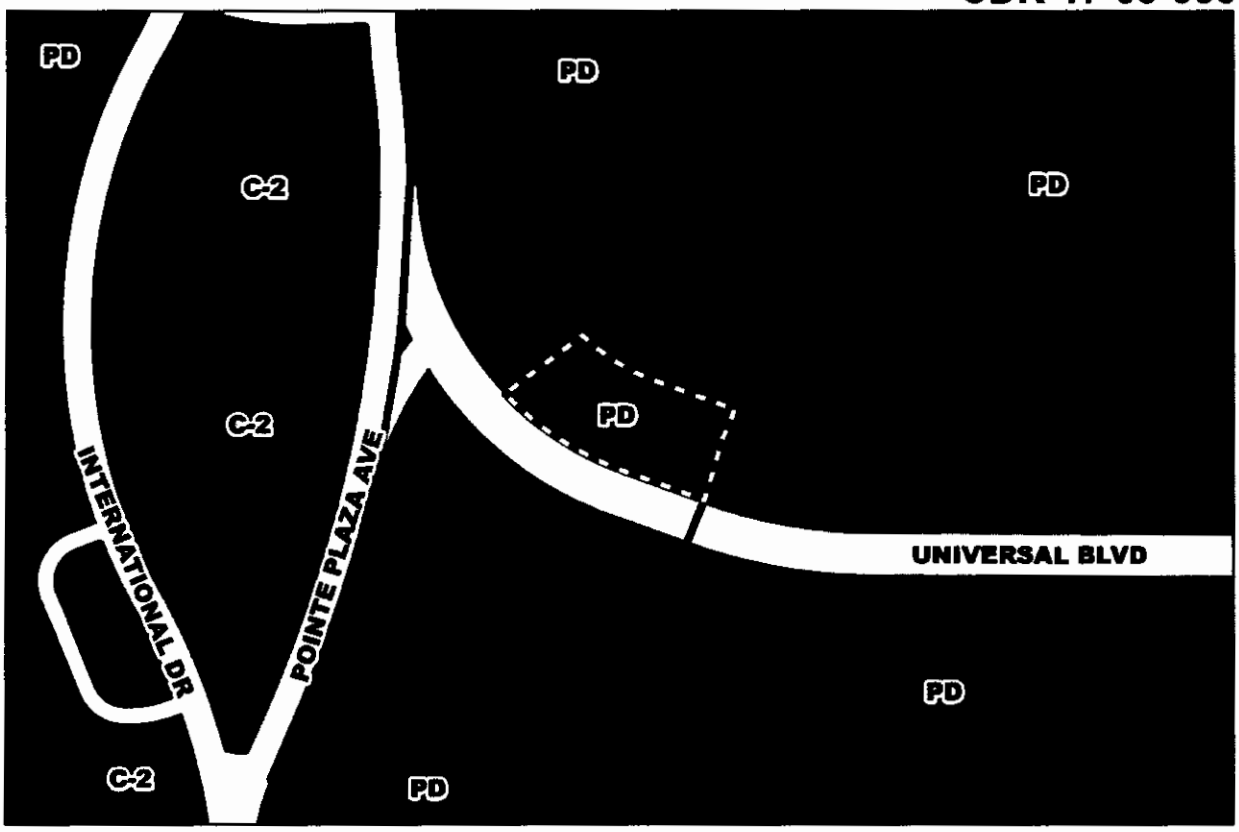
DISTRICT: # 6

S/T/R: 31/23/29

1 inch = 700 feet



CDR-17-03-066



Subject Property
Overall PD

★ Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Michael DiPaola, United Sign Systems

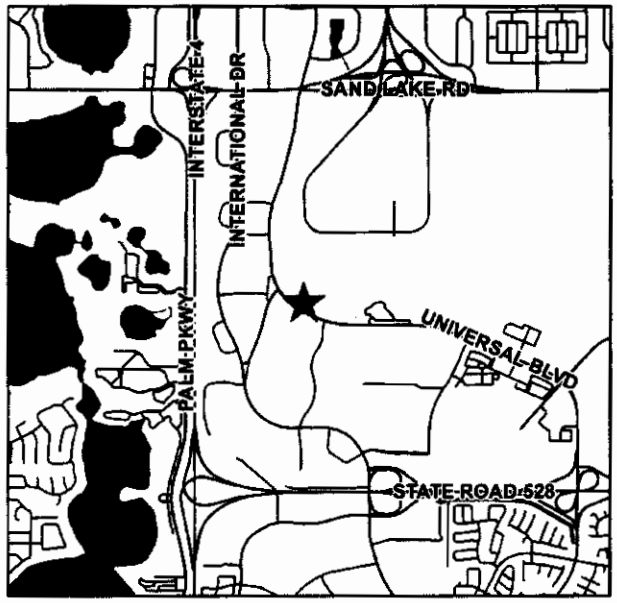
LOCATION: South of Sand Lake Road / East of Universal Boulevard

TRACT SIZE: 2,126.69 gross acres (overall PD)
8.5 gross acres (affected parcel only)

DISTRICT: # 6

S/T/R: 31/23/29

1 inch = 700 feet



Universal Boulevard PD / LUP (*Cover Sheet*)

UNIVERSAL BOULEVARD P.D.
(A.K.A. U.S.I. SOUTH CAMPUS P.D.)
LAND USE PLAN
AMENDMENT
Orange County, Florida
MARCH 31, 2016

SECTION, TOWNSHIP AND RANGE:
SECTION 1, TOWNSHIP 24 SOUTH, RANGE 28 EAST
SECTION 36, TOWNSHIP 23 SOUTH, RANGE 28 EAST
SECTIONS 31 AND 32, TOWNSHIP 23 SOUTH, RANGE 29 EAST
SECTIONS 4, 5 AND 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
(PLEASE REFER TO SHEET LUP-6 FOR LEGAL DESCRIPTION)

LAND TO BE ADDED:
PARCEL ID #S: 31-23-29-0000-00-012, 31-23-29-0000-00-008 &
31-23-29-0000-00-014

PROJECT LOCATION

VICINITY MAP

DEVELOPMENT NOTES:

SITE DATA
TOTAL PROJECT AREA: 2,324.48Ac+/-
EXISTING ZONING: PD - Planned Development - Tourist Commercial and
PROPOSED ZONING: PD - Planned Development
FUTURE LAND USE: Planned Development

BUILDING SETBACKS:
Except as Commercial Pods Shared Equestrian Zone and Convention Community Area are following will apply:
1. Planned Development Perimeter: 25 Feet
2. Arterial Universal Blvd.: 50 Feet from right-of-way
3. Abutting Universal Blvd.: 40 Feet from right-of-way
4. Abutting Proposed Kirkman Road: 40 Feet from right-of-way
5. Abutting Sand Lake Rd Expressway (SR 482): 40 Feet from right-of-way
6. Other Internal Roads: 10 Feet from right-of-way

Note: Setbacks for buildings with no entrances are Back (1) for buildings for each one foot (1') of building height above such, but (40)

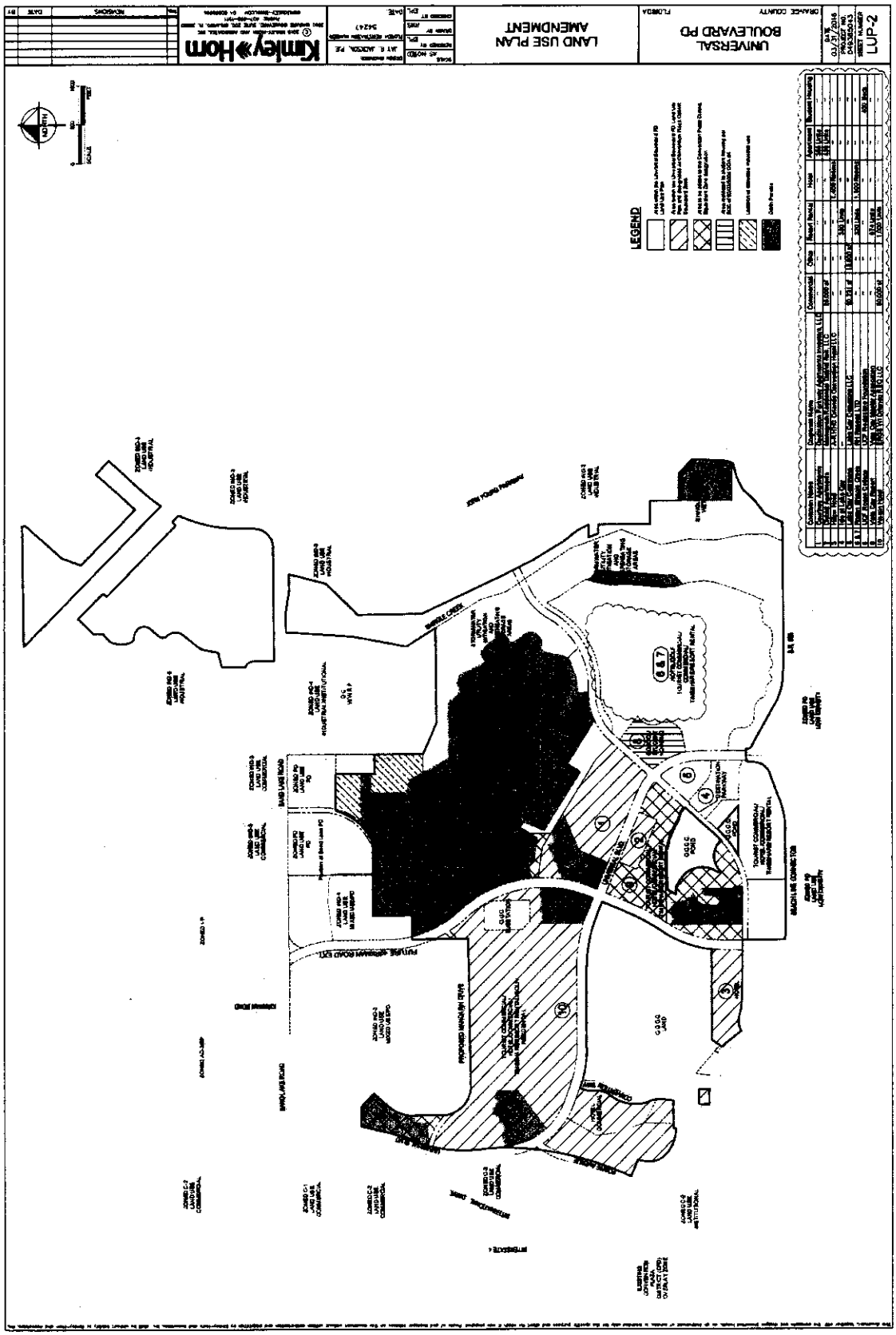
BUILDING HEIGHT:
Maximum building height does not exceed 400 feet / 40 stories as shown on the Universal PD/ LUP, except that the maximum building height shall be 80 feet / 5 stories for the area of the existing PD (Northeast of the Kirkman Drive right-of-way and Lots 13, 14 and 15 of Universal Studios Florida Phase 1 Plat Book 25, Page 122 of the Public Records of Orange County, Florida) as approved. The maximum building height for Industrial uses shall be 50 feet (limited to 35 feet within 100 feet of residential).

PHASING:
The project will be a multiple phase project. Each phase will stand on its own.

TOTAL PROJECT DEVELOPMENT:

| | ON PH ORLANDO FUNDING LLC AND/OR ORLANDRED LAND LLC | | |

Universal Boulevard PD / LUP



Universal Boulevard PD/LUP
(Andretti Master Sign Plan Sheet #1)

RECOMMENDED SIGNS

R1 Illuminated Logo (23'-1" x 16'-0")	369 Sq. Ft.
R2 Illuminated Letters (39'-3" x 5'-9 3/4")	267 Sq. Ft.
R3 Illuminated Logo (13'-8" x 9'-6")	130 Sq. Ft.
R4 Illuminated Wall Sign (17'-0" x 8'-0")	136 Sq. Ft.
R5 Illuminated Letters and Logo (65'-7" x 10'-0") R6 (Exempt from Orange County Code)	656 Sq. Ft.
R7 Illuminated Logo (14'-0" x 10'-0")	140 Sq. Ft.
R8 Monument Sign (8'-0" x 8'-0")	64 Sq. Ft.
	1762 Sq. Ft. Total
	(1106 Sq. Ft. Total Without Exempt Area)

1. To amend the Master Sign Plan and request a waiver from Orange County Code Section 31.5-163 (a)(2) to allow 1,042 square feet of wall signage in lieu of 200 square feet.

2. To amend the Master Sign Plan and request a waiver from Orange County Code Section 31.5-168 (b) to allow two (2) walls signs per building face for a single tenant in lieu of one (1) wall sign.

3. To amend the Master Sign Plan and request a waiver from Orange County Code Section 31.5 (a)(2) to allow a maximum copy area of 368 square feet for wall signs in lieu of sixty (60) square feet.

We are requesting these waivers based on what we feel is an adequate sign package based on the overall size of the building to properly identify it.

SITE PLAN

ANDRETTI
INDOOR KARTING & GAMES

LOGO Color Specifications
- Green to match Pantone 368C
- Gray to match Pantone 422C
- White

CLIENT	Andretti Indoor Karting and Games
LOCATION	9299 Universal Blvd.
DATE	01-02-17
DRAWING #	AND-00-Sign Recommendations - Site Plan
DRAWN BY	Stockwell

THIS DESIGN IS SUBMITTED AS PART OF OUR PROPOSAL AND IS TO REMAIN OUR PROPERTY EXCLUSIVELY UNTIL ACCEPTED AND APPROVED BY PURCHASE

REV #	DESCRIPTION	DATE	BY
2	Revised Sign Sizes and Locations	3.31.17	DG
1	Added R7, R8, R9, R10	1.19.17	dg

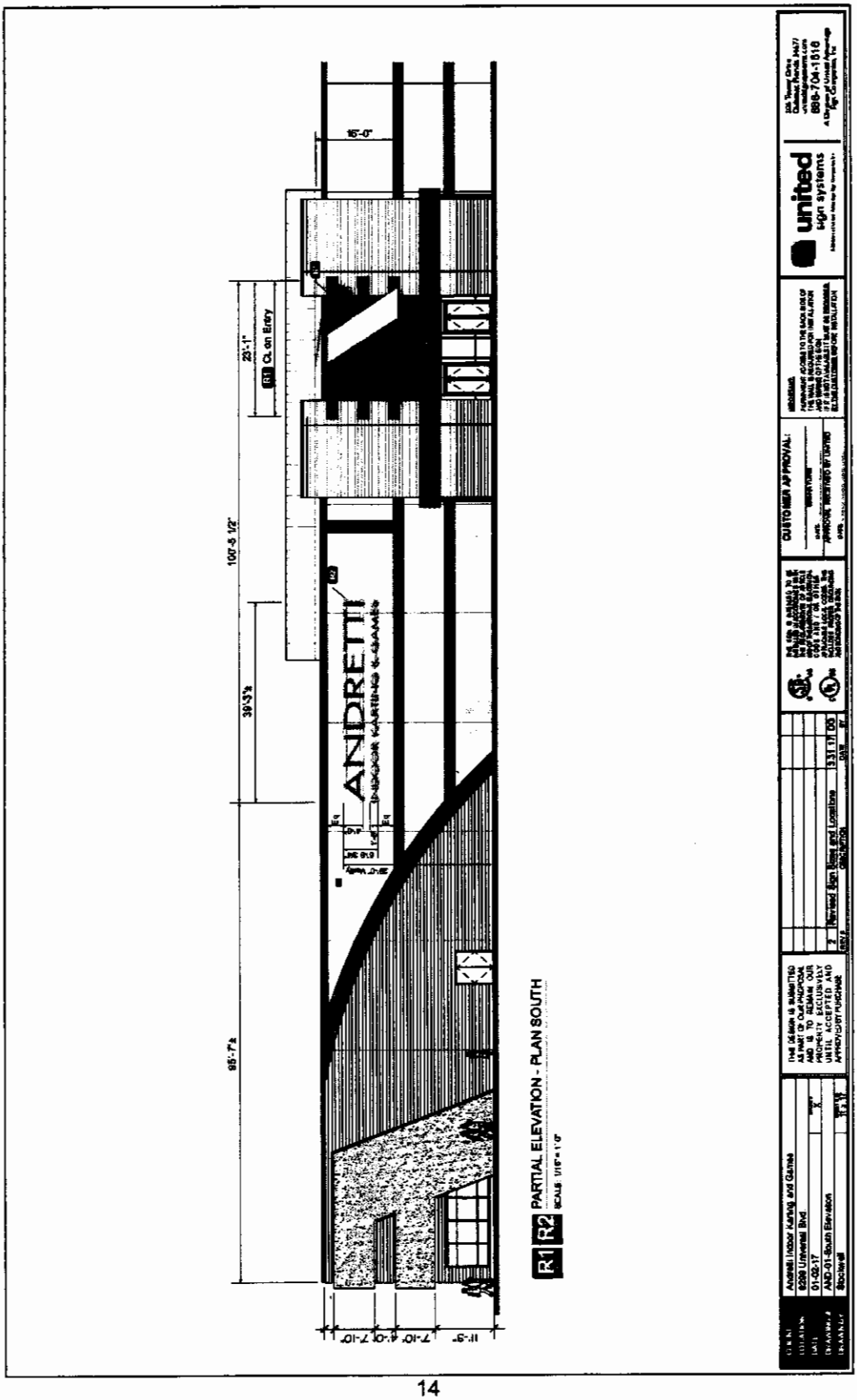
CUSTOMER AP PROVAL:
SIGNATURE
DATE
APPROVAL RECEIVED BY UNITED
DATE

WARNING
PERMANENT ACCESS TO THE BACK SIDE OF THE WALL IS REQUIRED FOR INSTALLATION AND REPAIR OF THIS SIGN
IF IT IS NOT AVAILABLE IT MUST BE PROVIDED, BEFORE INSTALLATION

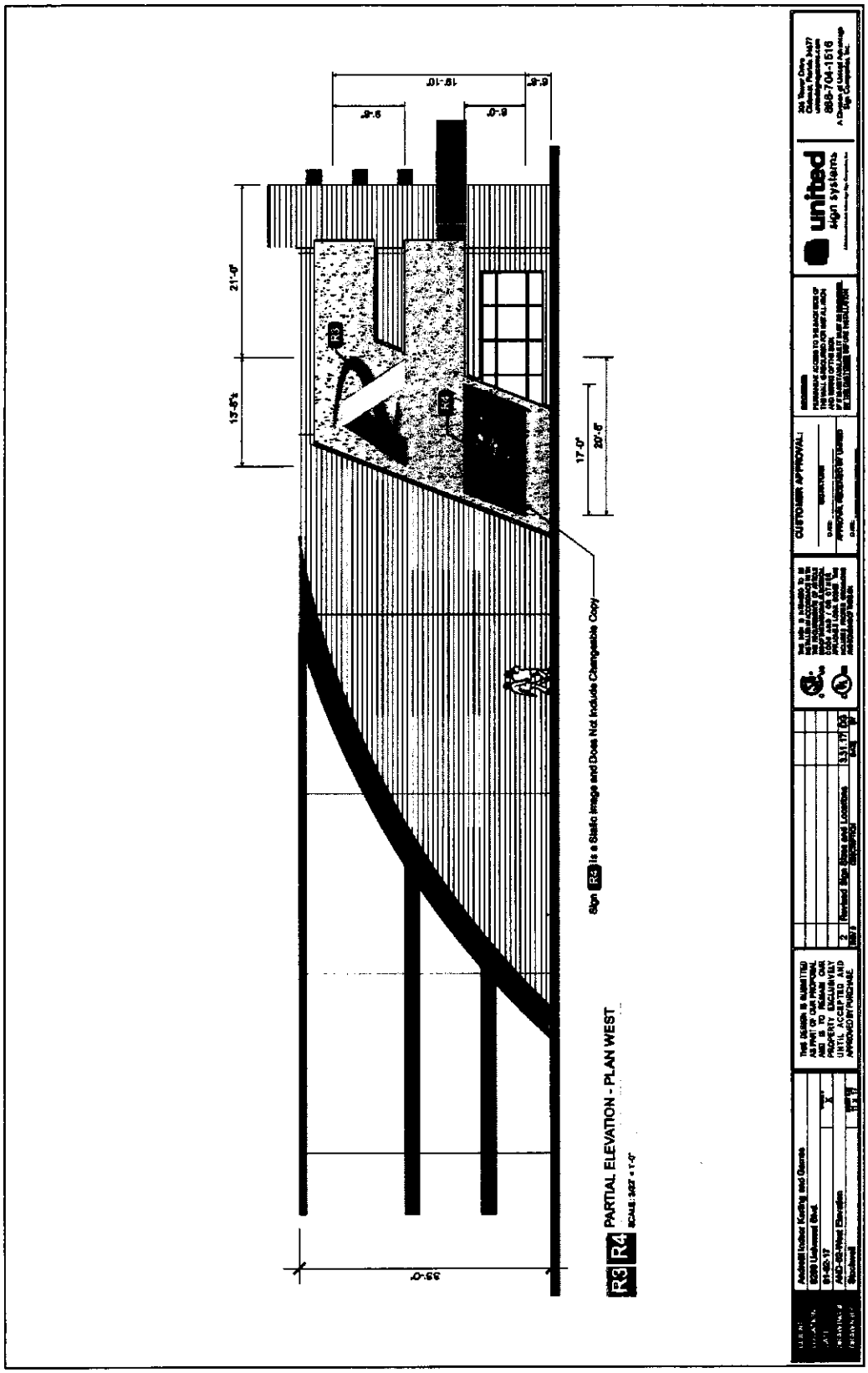
united sign systems

407 Tower Drive
Orlando, Florida 32877
andretti@unitedsigns.com
868-704-1818
A Division of United Advantage Sign Companies, Inc.

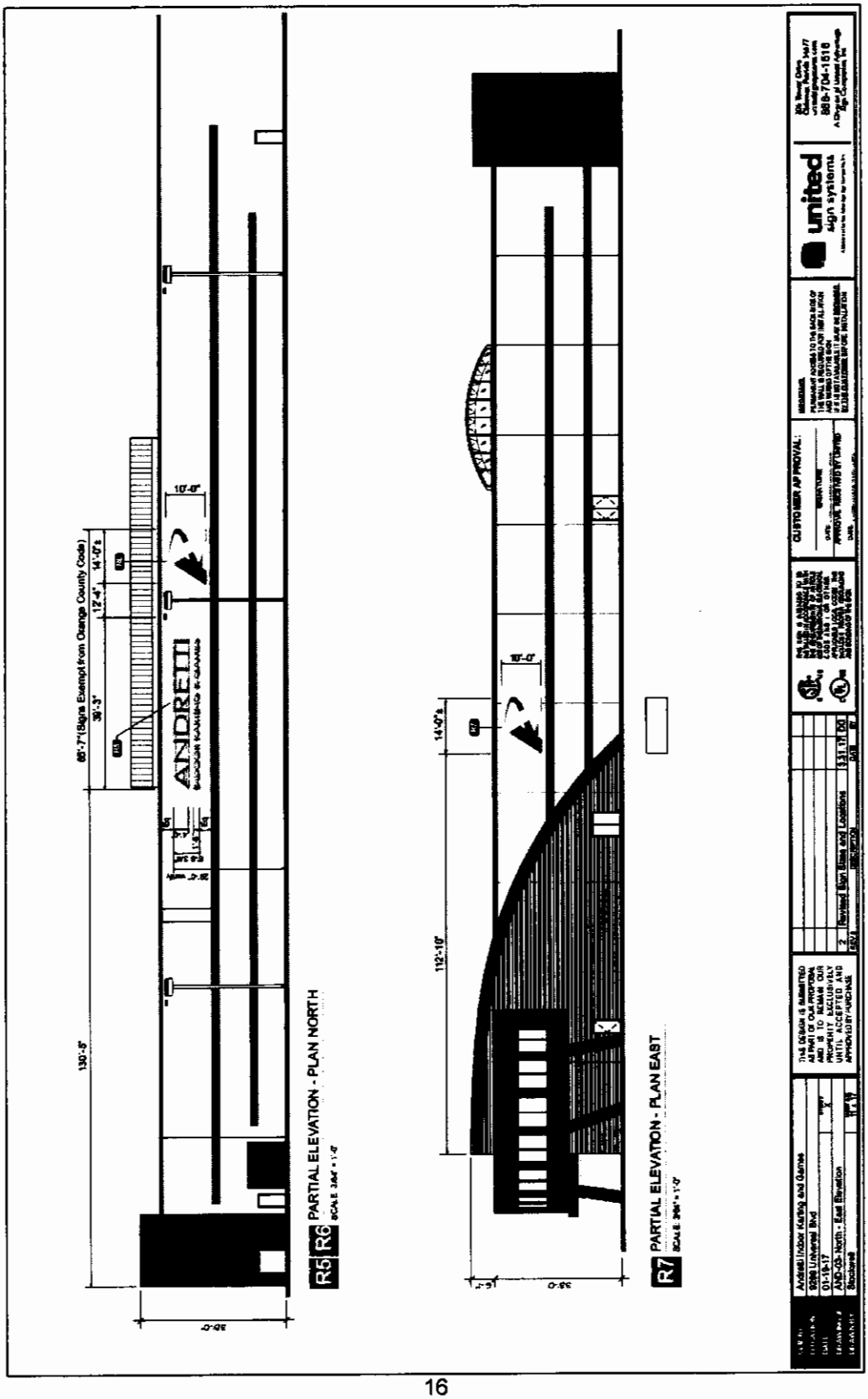
Universal Boulevard PD/LUP
(Andretti Master Sign Plan Sheet #2)



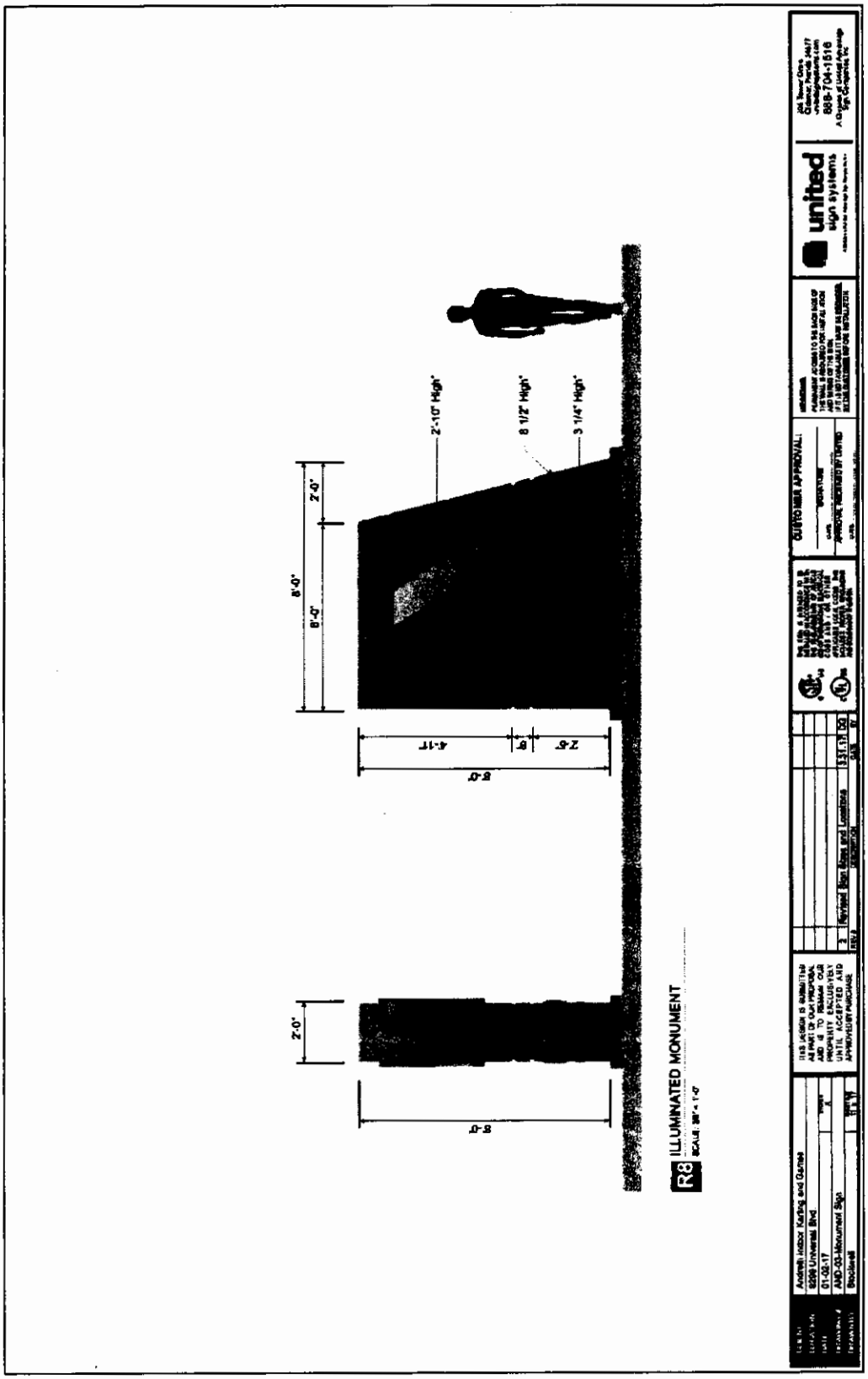
Universal Boulevard PD/LUP
(Andretti Master Sign Plan Sheet #3)



Universal Boulevard PD/LUP
(Andretti Master Sign Plan Sheet #4)



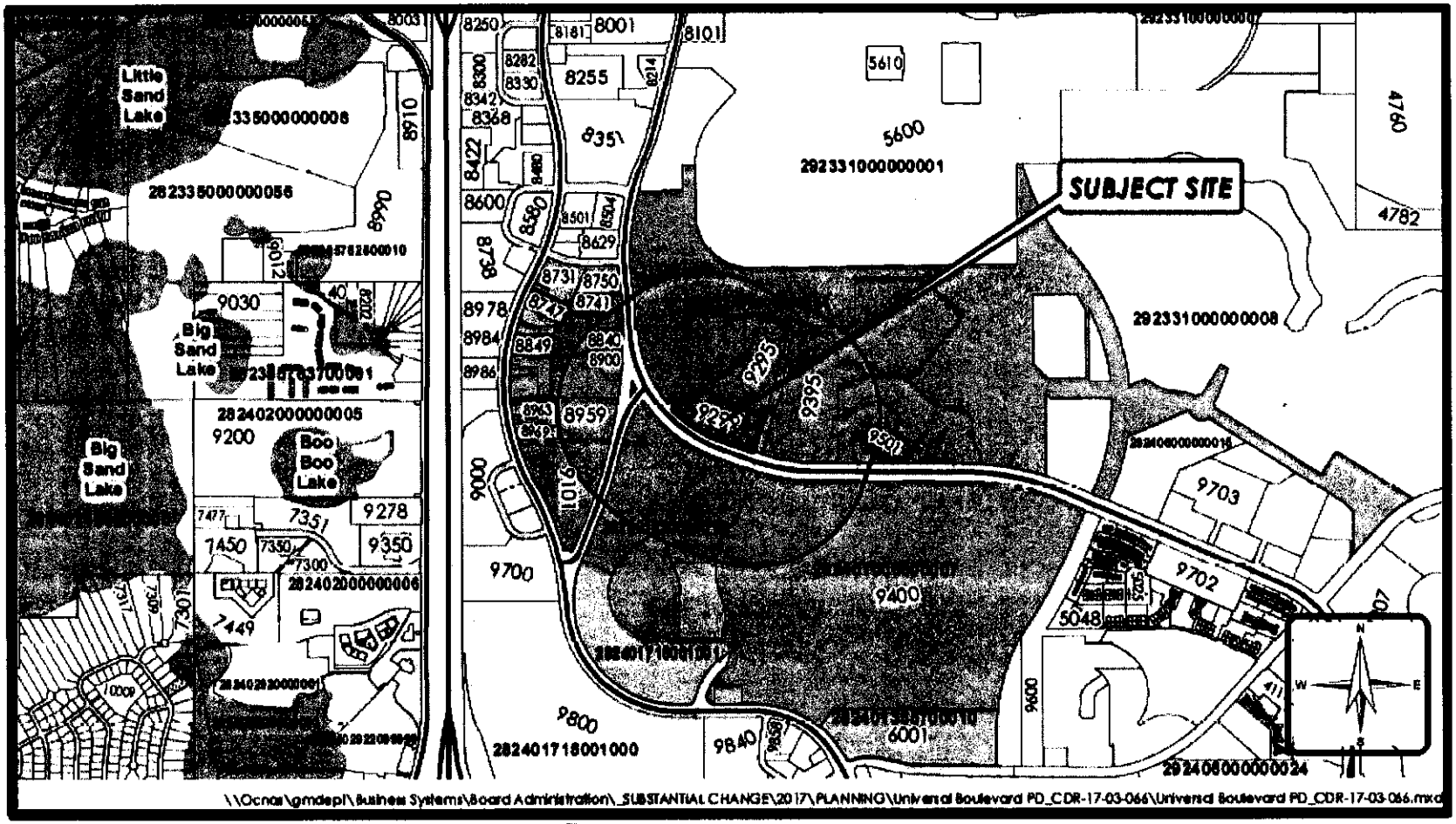
Universal Boulevard PD/LUP
(Andretti Master Sign Plan Sheet #5)



ORANGE COUNTY GOVERNMENT
FLORIDA

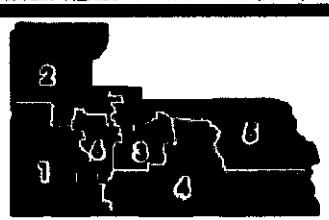
Public Notification Map

Universal Boulevard PD_CDR-17-03-066
1100 FT BUFFER, 41 NOTICES



MAP LEGEND

- SUBJECT
- 1100 FT BUFFER
- HYDROLOGY
- PARCELS
- NOTIFIED PARCELS
- COURTESY SELECTION
- PARCEL ID



1 inch = 1,575 feet
Feet
0 2,500 5,000

Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: June 20, 2017

Interoffice Memorandum

May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Abdul Alkadry, Harris Civil Engineers, LLC
Vineland Pointe Planned Development (PD)
Case # CDR-17-03-082 / District 1

The Vineland Pointe PD is located north of Lake Street, south of Lake Willis Drive, and east of Interstate 4. The existing PD development program allows for up to 580,000 square feet of Tourist Commercial uses, 50,000 square feet of Commercial uses, 680 multi-family units and/or single-family attached (townhouse) dwelling units, and 245 hotel rooms.

Through this PD substantial change, the applicant is seeking to reconcile and consolidate all previously approved BCC Conditions of Approval.

On April 26, 2017, the Development Review Committee (DRC) recommended approval of the request, subject to conditions. A community meeting was not required.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Vineland Pointe Planned Development / Land Use Plan (PD/LUP) dated "Received April 4, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

Attachments

CASE # CDR-17-03-082

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Abdul Alkadry, Harris Civil Engineers, LLC
OWNER	Carter-Vineland Pointe, LLLP
PROJECT NAME	Vineland Pointe Planned Development (PD)
PARCEL ID NUMBERS	14-24-28-4796-01-000, 14-24-28-0000-00-006, 14-24-28-0000-00-016, 14-24-28-0000-00-020, and 14-24-28-0000-00-021
TRACT SIZE	113.00 gross acres (*overall PD*)
LOCATION	North of Lake Street, south of Lake Willis Drive, and east of Interstate 4
REQUEST	A PD substantial change to consolidate all previously approved BCC Conditions of Approval
PUBLIC NOTIFICATION	A notification area extending beyond five hundred (500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Seven hundred thirty-five (735) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application.

IMPACT ANALYSIS

Special Information

The Vineland Pointe PD was originally approved on September 24, 1991 and provides for up to 580,000 square feet of Tourist Commercial uses, 50,000 square feet of Commercial uses, 680 multi-family units and/or single-family attached (townhouse) dwelling units, and 245 hotel rooms.

Through this PD Change Determination Request (CDR), the applicant is seeking to reconcile and consolidate all previously approved BCC Conditions of Approval.

Land Use Compatibility

This PD Change Determination Request (CDR) would not adversely impact any adjacent properties.

Comprehensive Plan (CP) Amendment

The subject property has an underlying Future Land Use Map (FLUM) designation of ACMU (Activity Center Mixed Use) and ACR (Activity Center Residential). The

request would not affect existing or proposed uses; therefore, a CP amendment is not necessary.

Community Meeting Summary
A community meeting was not held for this application.

Rural Settlement
The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)
The subject property is not located within a JPA.

Overlay District Ordinance
The subject property is located within the Lake Willis Neighborhood and Tourist Commercial Signage Overlay Districts.

Environmental
Environmental Protection Division (EPD) did not provide any comments regarding this request.

Transportation / Concurrency
Transportation Planning did not provide any comments regarding this request.

Schools
Orange County Public Schools (OCPS) did not comment of this case, as it does not involve an increase in residential units or density.

Parks
Orange County Parks and Recreation staff has completed their review of the request, but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms
The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Development Review Committee (DRC) Recommendation – (April 26, 2017)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Vineland Pointe Planned Development / Land Use Plan (PD/LUP) dated "Received April 4, 2017", subject to the following conditions:

1. Development shall conform to the Vineland Pointe Planned Development / Land Use Plan (PD/LUP) dated "Received April 4, 2017," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan,

subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval of this land use plan and the land use plan dated "Received April 4, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this Land Use Plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be

acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD/LUP shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. The developer shall obtain water, wastewater, and reclaimed water from Orange County Utilities.

7. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated March 15, 2016, shall apply:

   a. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and/or Development Plan (DP) submittal.

   b. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.

   c. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

   d. Developer shall comply with the terms of the Vineland Pointe Road Impact Fee Agreement (OR Book 07703, Page 1210).

   e. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.

   f. The following Education Condition of Approval shall apply:

      1) Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board and effective on November 20, 2015.

2) Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 440 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

3) Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.

4) Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.

5) Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.

g. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval, and include main sizes supporting demands.

h. Right-of-way for Lake Street shall be dedicated to Orange County as depicted on the Land Use Plan, prior to approval of the first PSP / DP.

i. Any Development Plan for Commercial or residential in excess of 440 units in Phase 1 shall require a community meeting and public hearing by the Board of County Commissioners.

8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 20, 2013 shall apply:

   a. Pole signs and new billboards shall be prohibited. Existing billboard may remain, as stipulated in the Agreement dated August 14, 2000, and amended on June 18, 2013, and August 20, 2013.

9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 19, 2005 shall apply:

   a. Outdoor storage and display shall be prohibited.

b. Project shall conform to the Lake Willis Guidelines.

c. No access to Lake Willis Drive or the East Road.

10. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 18, 1995 shall apply:

    a. To allow for agricultural uses (cattle grazing) until such time that the property is submitted for development in accordance with the Planned Development regulations and the approved Land Use Plan; which constitutes a substantial change to the development on the above-described property subject to a maximum of 20 cows; and further, complaints from area residents will trigger further Board review.

11. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated September 24, 1991 shall apply:

    a. Any conversion from multi-family to timeshare will require a change determination. Timeshare uses shall be considered a commercial use.

    b. Building heights for the attractions, timeshare and multi-family uses shall be limited to one (1) story in height within 100 feet of the residential uses abutting Lake Willis. Building heights for the attraction and tourist commercial uses shall be limited to one (1) story in height within 60-feet of the residential uses to the south and west. A minimum 25-foot wide landscape buffer and a six (6) foot high masonry wall shall be provided between this project and the Lake Willis Camp Subdivisions. Natural vegetation shall be preserved to the maximum extent possible.

    c. Signage shall comply with the Sign Regulations, Chapter 31.5 Orange County Code.

    d. Existing right-of-way shall not be vacated unless alternate access is provided to affected parcel.

    e. Pave Vineland Avenue between International Drive and existing pavement at Vineland Avenue, with intersection improvement at two (2) access locations.

    f. Uses shall be limited to those stated in Policy 1.1.3 of the International Drive Activity Center Plan. Furthermore Policy 1.1.6 of the International Drive Activity Center Plan, dealing with prohibited uses, shall apply to development approvals.

    g. The following densities shall apply:

        1) Commercial uses limited to a maximum of .34 FAR.

        2) Hotel / motel / timeshare limited to a maximum of 60 rooms per acre.

        3) Office limited to a maximum of 1.5 FAR.

4) Residential density shall be a minimum of 12 units per acre and a maximum of 20 units per acre.

h. If the housing linkage program is in place prior to Development Plan approval, development of non-residential development shall be conditioned upon the development of residential units with the area designated as Activity Center Residential on the Future Land Use Map.

i. The Development Guidelines for the International Drive Activity Center shall apply to the subject property if they are established prior to building permit submittal including, but not limited to, lighting standards, sign regulations, landscape regulations, open space regulations, trip reduction program, access management controls, transit access design standards, building orientation and location of parking lots.

j. The property owner shall be required to participate in a property owner's association upon its creation.

k. Stormwater management facilities shall be designed as an aesthetic feature, except where determined be the County Engineer to be technically unfeasible.

l. The property owner understands and concedes that the property is located within the International Drive Activity Center as adopted by the Orange County Comprehensive Plan and as such development on the property shall be subject to:

1) A funding mechanism, such as, but not limited to, an MSTU(s) and/or MSBU(s), for financing underground utilities and lighting along major roads, including International Drive;

2) A funding mechanism, such as, but not limited to, an MSTU(s) and/or MSBU(s), for financing maintenance of landscaping on public right-of-way, including International Drive;

3) Participation in a mass transit utility district or some other mechanism established to fund the acquisition, construction and operation of the transportation system.

In recognition that the International Drive Master Roadway Plan adopted as part of the Orange County Comprehensive Policy Plan designates a roadway network that is necessary to support the increased densities/intensities allowed in the International Drive Activity Center, the property owner shall coordinate development within the project to accommodate, to the greatest extent possible, the proposed right-of-way as identified in the International Drive Master Roadway Plan, as applicable to the subject property. Specifically, the road right-of-way for Lake Avenue/Vineland Avenue improvements shall be depicted on the Development Plan either as shown on the Master Roadway Plan or in a different alignment provided such alignment is consistent with the intent of the Master Roadway Plan for the Activity center.

Until either a Developer's Agreement is entered into for the project or an overall funding mechanism is established to acquire needed right-of-way for the Lake Avenue/Vineland Avenue improvements within the Activity Center, building permits shall not be issued. When an overall funding mechanism is eventually established or when a Developer's Agreement is executed, the Property owner shall:

1) Convey to the county fee simple title to such lands necessary to accommodate the right-of-way for the Lake Avenue/Vineland Avenue improvements as proposed on the Master Roadway Plan; and

2) In the event the purchase of right-of-way by the County to accommodate the Master Roadway Plan is required within the project, to the extent permitted by law, the property owner recognizes by virtue of this PD land use approval, land uses within the project will escalate and therefore:

   a) The parties agree that a maximum purchase price shall be no more than $150,000 per acre for the required right-of-way; and

   b) If a Developer's Agreement is entered into, then the property owner shall grant to the County an option to purchase such proposed right-of-way for a minimum of five (5) tears from the date of PD approval.

m. Electrical distribution lines shall be underground.

n. Participation in a shuttle service connection area attraction, major transportation centers, and on-site development shall be required.

o. No commercial use shall be allowed within the 50-foot setback from the lake.

p. Stormwater management systems shall be designed to retain the 100-year storm event with bleed-down allowed for 72 hours of recovery. All stormwater shall receive pollution control treatment prior to discharge into Lake Willis. Post-development discharge shall not exceed predevelopment conditions and shall be equal to the water quality of Lake Willis. The developer may appeal to the BCC for changes to this condition when Orange County develops new guidelines and criteria for stormwater discharge.

q. The project shall be limited to 12 non-motorized water craft and one (1) safety boat powered by a maximum 25 HP engine.

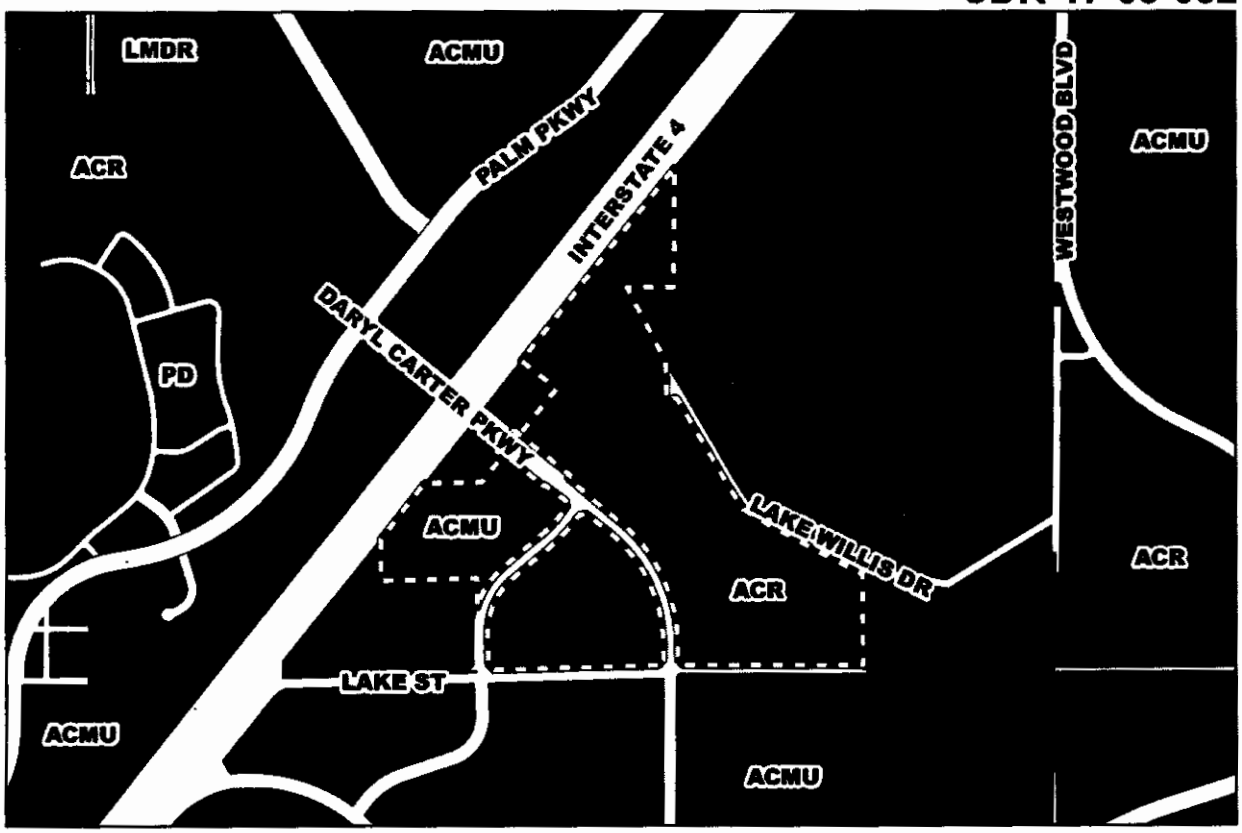
r. One dock shall be permitted subject to Orange County regulations.

s. No construction traffic shall be allowed on East Road or Lake Willis Drive.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(March 15, 2016)*

Upon a motion by Commissioner Boyd, seconded by Commissioner Clarke, and carried by all members voting AYE, The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Thomas Sullivan, Gray-Robinson, Vineland Pointe Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-05-145, to amend the Vineland Pointe PD by increasing PD Phase I development entitlements from 440 residential units to 680 residential units and 50,000 square feet of commercial, and by adding "Tourist Commercial" as a permitted use within PD Phase I.

CDR-17-03-082



Subject Property

Subject Property

Future Land Use Map

FLUM: Activity Center Mixed Use (ACMU) and Activity Center Residential (ACR)

APPLICANT: Abdul Alkadry, Harris Civil Engineers, LLC

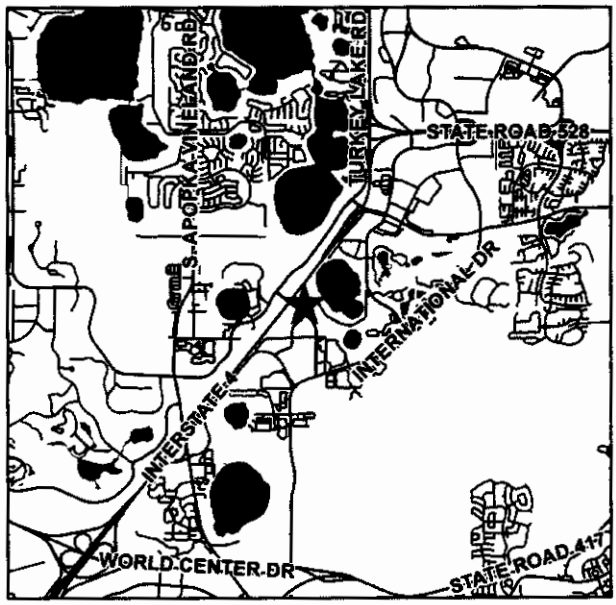
LOCATION: North of Lake Street / South of Lake Willis Drive

TRACT SIZE: 69.53 gross acres

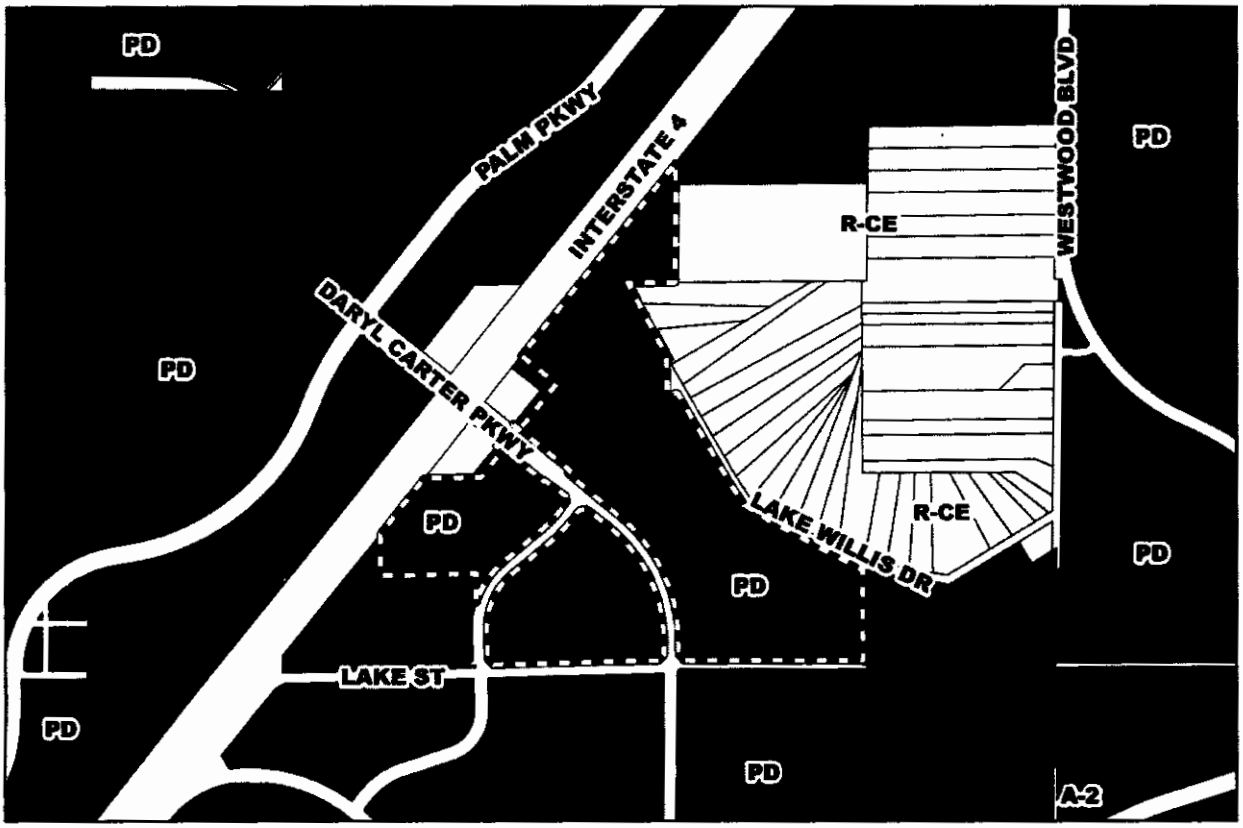
DISTRICT: # 1

S/T/R: 14/24/28

1 inch = 1,083 feet



CDR-17-03-082



Subject Property

Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Abdul Alkadry, Harris Civil Engineers, LLC

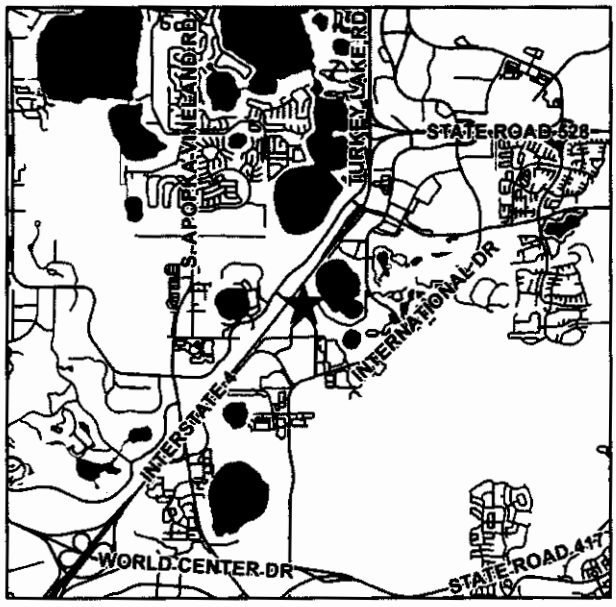
LOCATION: North of Lake Street / South of Lake Willis Drive

TRACT SIZE: 69.53 gross acres

DISTRICT: # 1

S/T/R: 14/24/28

1 inch = 1,083 feet



Vineland Pointe PD / LUP (Cover Sheet)

PARCEL ID's

14-24-28-0000-00-006
14-24-28-0000-00-016
14-24-28-0000-00-020
14-24-28-0000-00-021
14-24-28-4796-01-000

APPROVED
April 26, 2017
ORANGE COUNTY

VINELAND POINTE PD
LAND USE PLAN AMENDMENT
Orange County, Florida
MARCH 20, 2017

DEVELOPMENT NOTES:

VICINITY MAP

PROJECT TEAM:

APPLICANT:

LEGAL COUNSEL:

CIVIL ENGINEER:

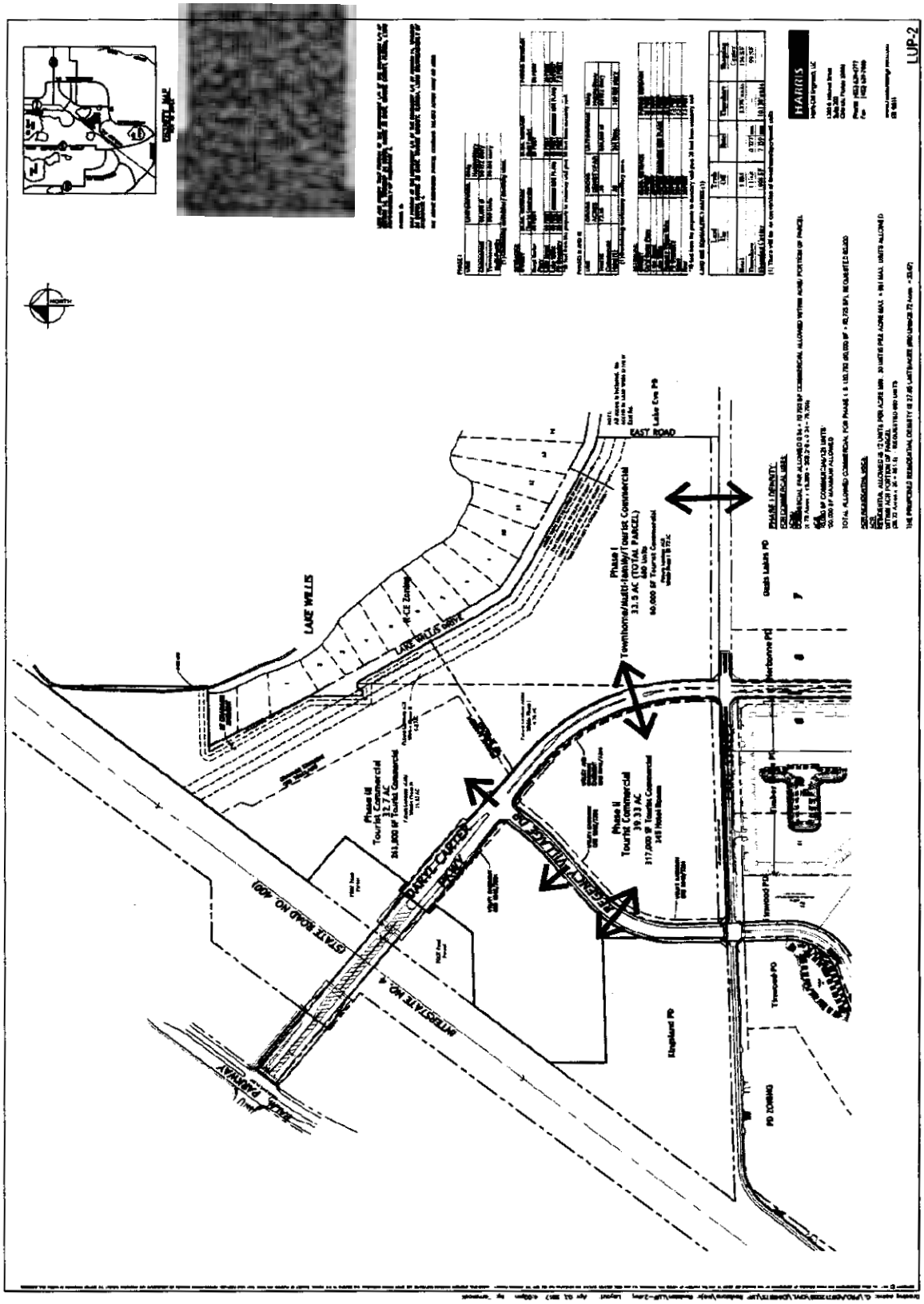
SHEET INDEX:

LUP-1 COVER SHEET
LUP-2 LAND USE PLAN
LUP-3 SOILS PLAN

RECEIVED

CDR-17-03-082

Vineland Pointe PD / LUP



Notification Map

ORANGE COUNTY GOVERNMENT
FLORIDA

Public Notification Map

Vineland Pointe PD - CDR-17-03-082

500 FT BUFFER, 735 NOTICES

MAP LEGEND

- SUBJECT
- 500_FT_BUFFER
- HYDROLOGY
- NOTIFIED_PARCEL
- COURTESY_PARCEL
- PARCELS

1 inch = 1,944 feet

Feet

0 3,100 6,200

Interoffice Memorandum

DATE: May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Applicant: Jay R. Jackson, P.E., Kimley-Horn & Associates, Inc.
Tinwood PD / Regency Village Preliminary Subdivision Plan – Case # CDR-16-11-385

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of April 26, 2017, to recommend approval of the Tinwood PD / Regency Village Preliminary Subdivision Plan – Substantial Change to spilt Lot 1 into four (4) lots numbered Lot 1A through Lot 1D.

The request also includes the following waiver from Orange County Code:

A waiver from Orange County Code Section 34-152(c) is requested to allow Lots 1B, 1C, and 1D to access through a twenty-five (25) foot minimum wide private easement in lieu of a twenty (20) foot access to a dedicated public paved street.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

Supporting documentation for this request can be accessed through the County's FastTrack site, located at:

https://fasttrack.ocfl.net/OnlineServices/DC_DevelopmentReviewCommittee.aspx

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Tinwood PD / Regency Village Preliminary Subdivision Plan dated "Received April 10, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/sfv
Attachments

Case # CDR-16-11-385

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of April 26, 2017, to approve the Tinwood PD / Regency Village Preliminary Subdivision Plan – Substantial Change to split Lot 1 into four (4) lots numbered Lot 1A through Lot 1D.

This request also includes the following waiver from Orange County Code:

A waiver from Orange County Code Section 34-152(c) is requested to allow Lots 1B, 1C, and 1D to access through a twenty-five (25) foot minimum wide private easement in lieu of a twenty (20) foot access to a dedicated public paved street.

2. PROJECT ANALYSIS

A.	Location:	North of International Drive South / East of Vineland Avenue
B.	Parcel IDs:	23-24-28-7415-00-010; 23-24-28-7415-00-011
C.	Total Acres:	54.34 acres (entire PSP) / 19.82 (affected Lot 1)
D.	Water Supply:	Orange County Utilities
E.	Sewer System:	Orange County Utilities
F.	Schools:	N/A
G.	School Population:	N/A
H.	Parks:	N/A
I.	Proposed Uses:	Retail / Commercial
J.	Site Data:	Maximum Building Height: 60' Building Setbacks: 50' Front (4 Stories) 25' Side 25' Rear 50' Major Road
K.	Fire Station:	56 - 13303 International Drive

L. Transportation: This project is vested from transportation concurrency under vested rights certificate #06-025. A copy of this certificate will be required along with the application for building permit.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of Activity Center Mixed Use (ACMU). The request is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development District) (Tinwood PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Tinwood PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Regency Village Preliminary Subdivision Plan dated "Received April 10, 2017," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received April 10, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the

applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. A Master Utility Plan (MUP) for the PD shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.

7. Outside sales, storage, and display shall be prohibited.

8. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Master Sign Plan.

9. Lots 1B, 1C and 1D shall be re-platted.

10. A waiver from Orange County Code Section 34-152(c) is granted to allow Lots 1B, 1C, and 1D to access through a twenty-five (25) foot minimum wide private easement in lieu of a twenty (20) foot access to a dedicated public paved street.

11. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 18, 2002 shall apply:

    a. Prior to construction plan approval, a revised master stormwater management plan shall be submitted to the County engineer for review and approval.

    b. The development plan shall comply with Commercial Design Standards Ordinance.

    c. The developer in the agreement has requested impact fee credits for the conveyance of a 30-foot strip of land approximately 0.64 +/- acres along Vineland Road to the County. The purpose of this agreement is to establish the terms and conditions for the conveyance of this property between the developer and the County. Road impact fee credits are to be exchanged for the conveyance and will be based upon the appraised value of the property as approved by the Real Estate management Division. The Road Impact Fee Credit Committee approved this agreement on February 20, 2002.

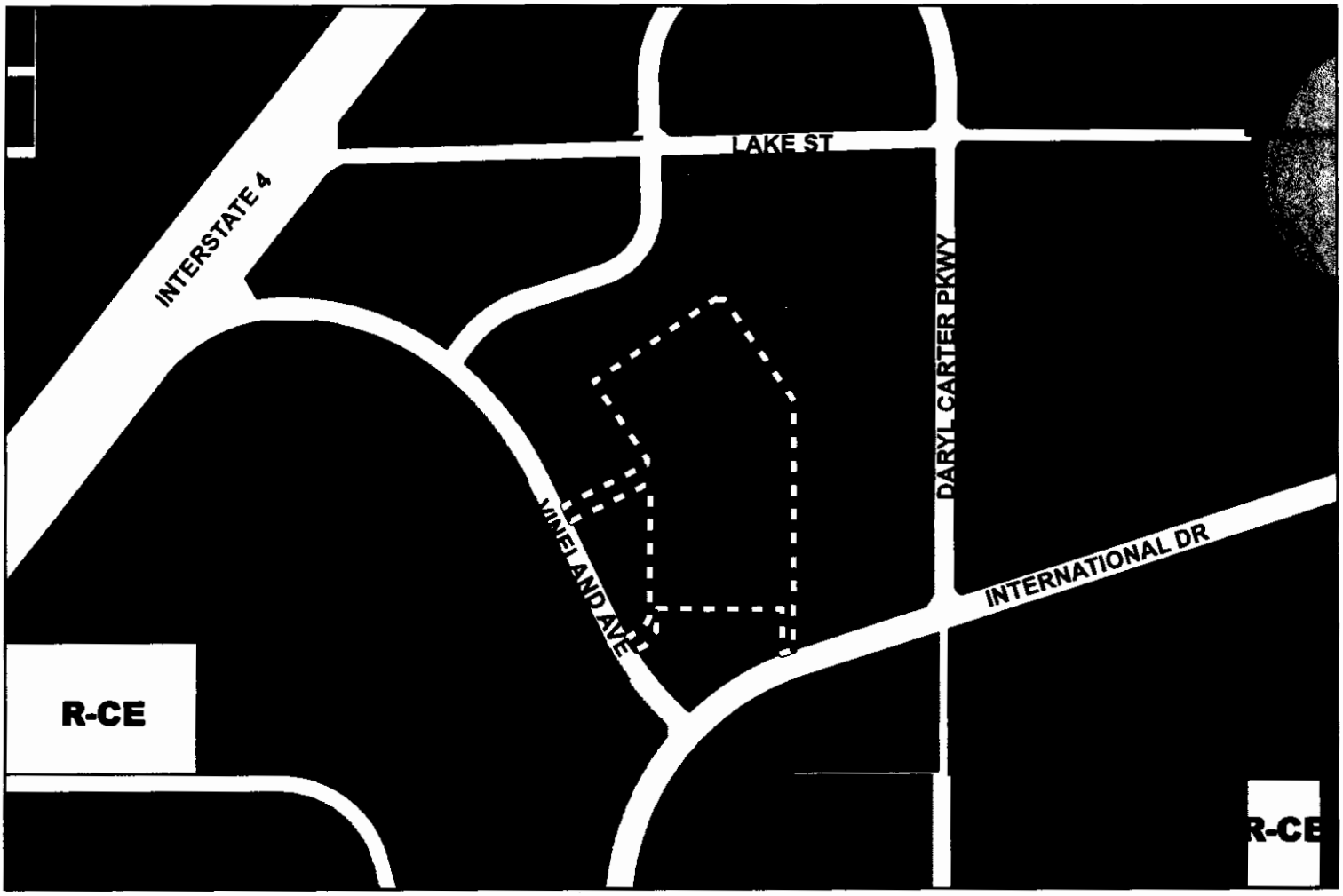
12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 1, 2001 shall apply:

    a. Prior to construction plan approval, a Master Stormwater Management Plan for the planned development shall be submitted to the County engineer for review and approval.

    b. There shall be ten-foot wide (10') sidewalks on International Drive fronting the project.

    c. Development shall comply with development guidelines as specified on sheet PSP-1, dated "Received April 17, 2001," regarding amenities.

CDR-16-11-385



Subject Property

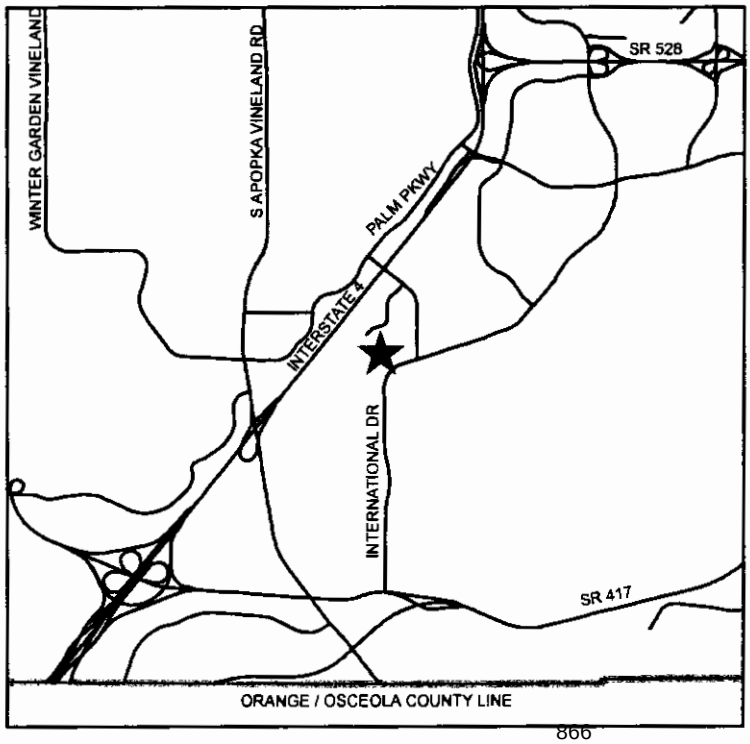
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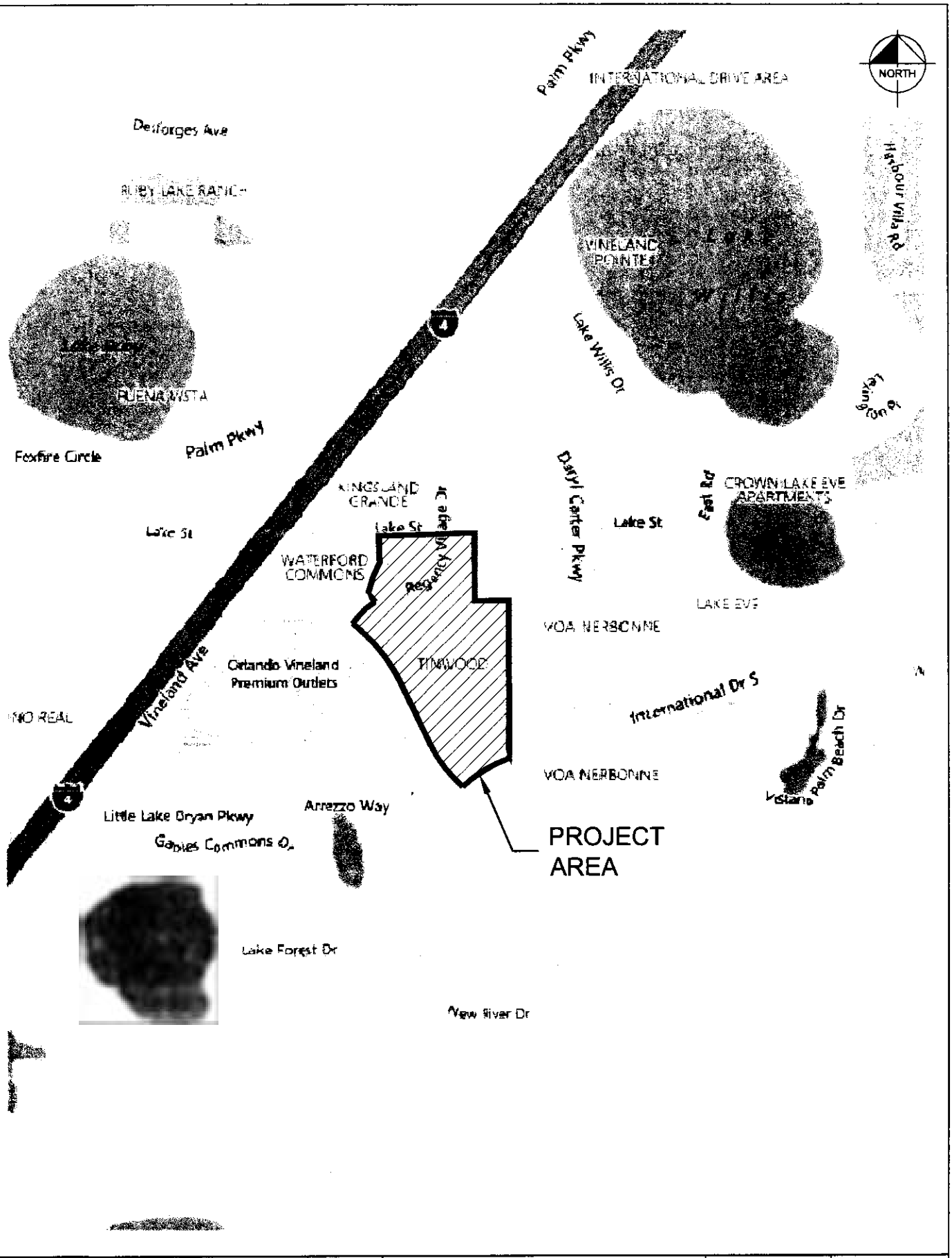
★ Subject Property

Zoning

ZONING:	PD (Planned Development) (Tinwood PD)
APPLICANT:	Jay Jackson, Kimley-Horn & Associates, Inc.
LOCATION:	North of International Drive / East of Vineland Avenue
TRACT SIZE:	54.34 acres (entire PSP) / 19.82 acres (affected Lot 1)
DISTRICT:	#1
S/T/R:	23/24/28

1 inch = 750 feet





This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\ORL_Civil\149778000-Regency Village\CADD\EXHIBITS\EX-01-LOCATION.dwg EX-1 Apr 28, 2017 11:14am by: robert.capence

SCALE	AS NOTED
DESIGNED BY	JRJ
DRAWN BY	RWS
CHECKED BY	JRJ

Kimley»Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

DATE	04/26/17
PROJECT NO.	149778000

LOCATION MAP

DESIGN ENGINEER:	
FLORIDA P.E. LICENSE NUMBER:	
DATE:	
SHEET NUMBER	EX-1

DEVELOPMENT NOTES:

TRACT SIZE: 54.34 ACRES

EXISTING ZONING: PD

EXISTING LAND USE: VACANT

DEVELOPMENT PROGRAM:

LAND USE	YIELD	MAXIMUM F.A.R./ACRE
RETAIL/ COMMERCIAL	265,923 S.F.	0.30 F.A.R. / 43 ACRE
HOTEL*	775 ROOMS	60 ROOMS / ACRE

* INCLUDING CUSTOMARY ANCILLARY USES OF MEETING SPACE, RETAIL, RESTAURANT AND OFFICE SPACE INTERNAL TO THE STRUCTURE.

BUILDING HEIGHT:

USE	MAX HEIGHT	STORIES
HOTEL	250 FT	20 STORIES
RETAIL /COMMERCIAL	60 FT*	4 STORIES

* ARCHITECTURE FEATURES NOT TO EXCEED 100 FT. (TO BE ADDRESSED WITH INDIVIDUAL DEVELOPMENT PLANS FOR EACH LOT)

SETBACKS:

ROAD	BUILDING SETBACKS	PAVING SETBACKS
INTERNATIONAL DRIVE	50 FT.	35 FT.
VINELAND AVENUE EXT.	25 FT.	20 FT.
VINELAND AVENUE(O.D)/LAKE AVENUE EXT	25 FT.	20 FT.
ADJACENT PROJECTS	25 FT.	5 FT.
STREET "A"	25 FT.	10 FT

CONSERVATION AREAS: NONE EXIST ON SITE

100 YEAR FLOOD HAZARD: NONE PER FEMA MAP

PROPOSED NUMBER OF LOTS: 18 LOTS

SUPPORT SERVICES:

WATER – ORANGE COUNTY PUBLIC UTILITY, 224,385 GPD
ON-SITE WATER LINES ON ALL LOTS WILL BE PRIVATELY OWNED, OPERATED, AND MAINTAINED

SEWER – ORANGE COUNTY PUBLIC UTILITY, 194,700 GPD
ON-SITE SANITARY SEWER SERVICE FOR ALL LOTS WILL BE PROVIDED BY A PRIVATELY OWNED, OPERATED, AND MAINTAINED LIFT STATION.

REUSE – ORANGE COUNTY PUBLIC UTILITY
ON-SITE REUSE WATER LINES ON ALL LOTS WILL BE PRIVATELY OWNED, OPERATED, AND MAINTAINED

STORMWATER MANAGEMENT – STORMWATER MANAGEMENT WILL BE PROVIDED WITHIN ON-SITE RETENTION/DETENTION FACILITIES (TRACTS A THROUGH H) IN ACCORDANCE WITH APPLICABLE ORANGE COUNTY AND WATER MANAGEMENT DISTRICT CRITERIA. ALL STORMWATER WILL BE TREATED FOR WATER QUALITY STANDARDS. FOR LOTS 1 THRU 17

SCHOOL AGE CHILDREN: N/A

PARK AND RECREATION: THERE ARE NO PROPOSED TRACTS FOR RECREATIONAL USE

TRAFFIC GENERATION: 25,345 ADT (PER DEVELOPER'S AGREEMENT)

MIN. LOT SIZE: WILL CONFORM TO ORANGE COUNTY C-1 (RETAIL COMMERCIAL) ZONING STANDARDS: MINIMUM SIZE: 8,000 S.F.

MIN. LOT WIDTH: WILL CONFORM TO ORANGE COUNTY C-1 (RETAIL COMMERCIAL) ZONING STANDARDS: MINIMUM WIDTH: 100FT.

EASEMENT: MAINTENANCE FOR INGRESS/EGRESS/UTILITY AND STORMWATER DRAINAGE EASEMENTS WILL BE PROVIDED BY THE PRIVATE PROPERTY OWNERS ASSOCIATION.

CRITERIA FOR STORMWATER RETENTION PONDS: IN CONJUNCTION WITH THE CONSTRUCTION PLANS FOR PHASE ONE DEVELOPMENT, THE DEVELOPER SHALL PREPARE A LANDSCAPE PLAN TO ADDRESS ENHANCED FEATURES OF THE STORMWATER PONDS AND SHALL INCLUDE A MIX OF THE FOLLOWING FEATURES FOUNTAINS, BRIDGES, VERTICAL WALLS AND A VARIETY OF PLANT MATERIALS.

PRIOR TO CONSTRUCTION PLAN APPROVAL THE LANDSCAPE PLAN FOR STREET "A" AND DRAINAGE TRACTS SHALL BE REVIEWED/APPROVED BY PLANNING DEPARTMENT

STREET A: TO BE DEDICATED TO ORANGE COUNTY. STORMWATER MANAGEMENT TO BE PROVIDED WITHIN DRAINAGE TRACTS F AND H. THE MEDIAN IS TO BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION PER NOTE ON SHEET PSP3.0. A USE AGREEMENT WILL NEED TO BE RECORDED FOR MAINTENANCE OF MEDIAN PRIOR TO CONSTRUCTION. PRIOR TO CONSTRUCTION PLAN APPROVAL FOR STREET A, A LANDSCAPE PLAN SHALL BE APPROVED FOR STREET A, AND TRACTS F & H.

PHASING: PHASE 1: LOTS 1, 4, 5, 6, 7, 8, 9, 18, TRACTS A, B, C, D, E AND SIGNAGE TRACTS G AND J
PHASE 2: LOTS 10, 11, 12, 13, 14, 15, 16, 17, TRACTS F, H AND K AND STREET "A"

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF REGENCY VILLAGE AS RECORDED IN PLAT BOOK 48, PAGE 88, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 23; THENCE RUN S 00°03'31"E ALONG THE WEST LINE OF NORTHEAST 1/4 OF THE NORTHWEST 1/4, 30.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LAKE STREET FOR THE POINT OF BEGINNING; THENCE RUN N 89°18'44"E ALONG SAID SOUTH RIGHT OF WAY LINE, 332.19 FEET TO THE EAST LINE OF THE WEST 1/3 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE RUN S 00°09'08"E ALONG SAID EAST LINE, 656.32 FEET TO THE SOUTH LINE OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN N 88°43'25"E ALONG SAID SOUTH LINE, 332.24 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN S 00°09'08"E ALONG THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4, 1320.48 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INTERNATIONAL DRIVE; SAID LINE BEING A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 33°51'47", A RADIUS OF 1200.45 FEET, AN ARC LENGTH OF 531.42 FEET, A CHORD BEARING OF S 58°47'50"W AND A CHORD DISTANCE OF 527.14 FEET TO THE EAST RIGHT OF WAY LINE OF VINELAND AVENUE, SAID LINE BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 32°16'11", A RADIUS OF 1566.66 FEET, AN ARC LENGTH OF 529.18 FEET, A CHORD BEARING OF N 37°05'57"W AND A CHORD DISTANCE OF 527.60 FEET; THENCE RUN N 28°08'47"W, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, 686.56 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE CONTINUE NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 24°53'20", A RADIUS OF 1468.92 FEET, AN ARC LENGTH OF 638.47 FEET, A CHORD BEARING OF N 40°34'27" W AND A CHORD DISTANCE OF 633.57 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE CONTINUE NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 3°20'55", A RADIUS OF 1200.00 FEET, AN ARC LENGTH OF 70.12 FEET, A CHORD BEARING OF N 36°24'34"W AND A CHORD DISTANCE OF 70.11 FEET; THENCE RUN N 37°45'31"E, DEPARTING SAID EAST RIGHT OF WAY LINE OF VINELAND AVENUE, 75.53 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 20°36'13", A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 287.76 FEET, A CHORD BEARING OF N 48°01'41"E AND A CHORD DISTANCE OF 286.26 FEET; THENCE RUN N 31°41'13"E, 100.82 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE HAVE A CENTRAL ANGLE 10°23'31", A RADIUS OF 1186.78 FEET, AN ARC LENGTH OF 215.80 FEET, A CHORD BEARING OF N 11°36'01" AND A CHORD DISTANCE OF 215.50 FEET; THENCE RUN N 01°41'16"W, 353.37 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF LAKE STREET; THENCE RUN N 88°18'44"E, ALONG SAID SOUTH RIGHT OF WAY LINE, 997.70 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 54.341 ACRES MORE OR LESS

GENERAL NOTES

1. A DEVELOPMENT PLAN FOR EACH LOT NEEDS TO BE SUBMITTED TO THE DEVELOPMENT REVIEW COMMITTEE FOR REVIEW PRIOR TO SUBMITTING CONSTRUCTION PLANS TO THE BUILDING DIVISION.

2. CONSTRUCTION VEHICLES WILL NOT BE ALLOWED TO USE EAST ROAD AND LAKE WILLIS DRIVE FOR ACCESS.

3. IN ACCORDANCE WITH SECTION 38-1227, ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID

4. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF THE FINAL CONSTRUCTION PLANS.

WAIVER REQUEST:

A WAIVER IS REQUESTED FROM SECTION 34-162(c) OF THE ORANGE COUNTY CODE TO ALLOW LOTS 16, 1C, & 1D ACCESS THROUGH A TWENTY-FIVE (25) FOOT MINIMUM WIDE PRIVATE ACCESS EASEMENT IN LIEU OF A TWENTY (20) FOOT DEDICATED PUBLIC PAVED STREET.

JUSTIFICATION: THIS IS AN EXISTING SUBDIVISION, LOTS 4, 5 AND 13, CURRENTLY USE INGRESS/EGRESS EASEMENTS THIS PSP PROPOSES TO CONTINUE THIS FOR LOTS 1B – 1D.

OPEN SPACE ALLOCATION TABLE

REQUIRED OPEN SPACE 25% OVERALL
54.34 acres x 0.25 = 13.59 AC

LOT #	AREA (AC)	CATEGORY A	
		OPEN SPACE (%)	OPEN SPACE (AC)
LOT 1A	9.91	11.50	1.14
LOT 1B	3.05	11.50	0.35
LOT 1C	3.23	11.50	0.38
LOT 1D	3.56	11.50	0.41
LOT 17	2.73	21.0	0.57
LOT 4	0.89	18.0	0.16
LOT 5	0.90	18.0	0.16
LOT 6	0.92	18.0	0.17
LOT 7	1.08	18.0	0.19
LOT 8	1.80	18.0	0.32
LOT 9	1.06	18.0	0.19
LOT 10	1.19	20.0	0.24
LOT 11	0.85	20.0	0.16
LOT 12	1.62	20.0	0.32
LOT 13	1.09	20.0	0.22
LOT 14	2.32	21.0	0.48
LOT 15	2.98	21.0	0.63
LOT 16	3.03	21.0	0.64
TRACT A	1.56	--	--
TRACT B	1.77	--	--
TRACT C	0.58	--	--
TRACT D	0.84	--	--
TRACT E	1.28	--	--
TRACT F	1.62	--	--
TRACT G	0.07		0.07
TRACT H	1.80	--	--
TRACT J	0.01	--	0.01
TRACT K	0.01		0.01
STREET "A"	3.20	25.0	0.80
TOTAL	54.34	--	7.65

CATEGORY B OPEN SPACE (UP TO 50% OF TOTAL OPEN SPACE REQUIRED)
13.59 AC x 50% = 6.80 AC

TOTAL OPEN SPACE PROVIDED: 7.65 AC + 6.80 AC = 14.45 AC (26.6%)

THE REGENCY VILLAGE SUBDIVISION IS DESIGNED TO MEET THE OVERALL CRITERIA OF 25% OPEN SPACE WITH A MAXIMUM OF 70% IMPERVIOUS COVERAGE. EACH LOT SHALL BE REQUIRED TO MEET THE MINIMUM OPEN SPACE AS IN THE OPEN SPACE ALLOCATION TABLE ABOVE. THE CUMULATIVE IMPERVIOUS COVERAGE FOR THE PSP WILL BE MET BY THE COMBINATION OF ON-SITE OPEN SPACE AND THE PROJECT STORM WATER FACILITIES.

Kimley»Horn
© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO FL 32803
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

No.	REVISIONS	DATE	BY

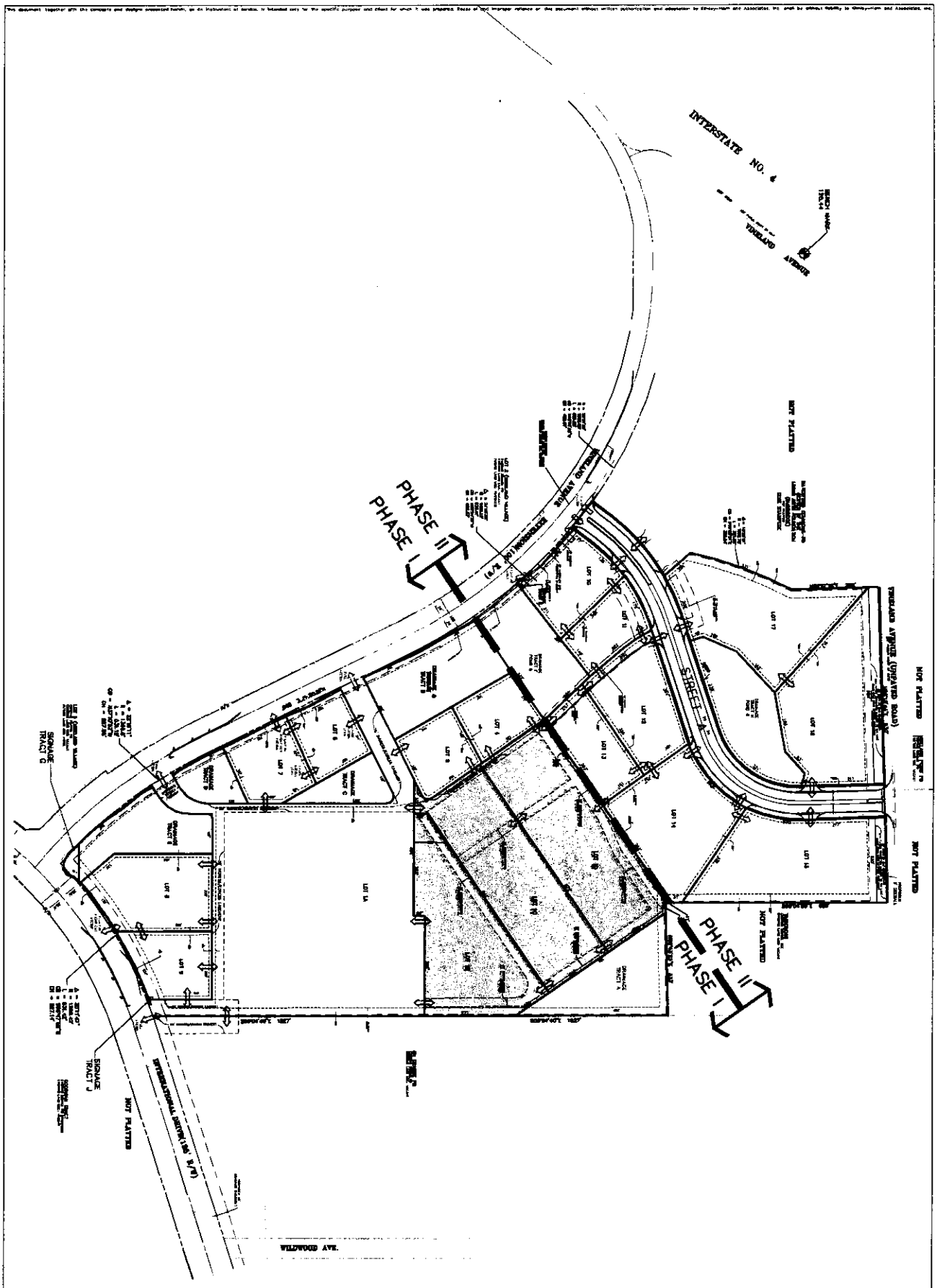
KHA PROJECT 049149000
DATE 04/10/2017
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ
LICENSED PROFESSIONAL
DATE

TINWOOD PD
REGENCY VILLAGE PSP

SITE DATA AND NOTES

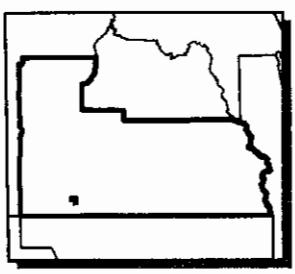
ORANGE COUNTY FLORIDA

SHEET NUMBER
EX-4



SHEET NUMBER EX-3	SITE PLAN ORANGE COUNTY FLORIDA	TINWOOD PD REGENCY VILLAGE PSP	KHA PROJECT 049149000 DATE 04/10/2017 SCALE AS SHOWN DESIGNED BY RWS DRAWN BY RWS CHECKED BY JRJ DATE	LICENSED PROFESSIONAL	Kimley»Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC 3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM CA 00000696	No. REVISIONS DATE BY





Tinwood PD / Regency Village PSP

Parcels
Jurisdiction
Subject Property
Hydrology

N
W
E
S

0 870 100 200
Feet
1 in = 200 ft

Interoffice Memorandum

May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Christina Baxter, Poulos and Bennett, LLC
Yates Planned Development (PD)
Case # CDR-17-04-104 / District 4

The Yates PD is located at southeast of Sawgrass Plantation Boulevard, approximately 2,500 feet south of East Wetherbee Road. The PD development allows for the development of up to 1,625 single-family detached and 875 single-family attached residential units.

Through this PD substantial change, the applicant is seeking to reduce the rear yard building setback for townhouse patio structures from 20 to 10 feet for 45 designated single-family attached lots only, from 20 to 12 feet for 2 other designated single-family attached lots only; and while reducing the side-street building setback from 15 to 10 feet for 3 designated single-family attached lots only. Each of these proposed changes necessitate waivers from Orange County Code.

On April 26, 2017, the Development Review Committee (DRC) recommended approval of the request, subject to conditions. A community meeting was not required.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Yates Planned Development / Land Use Plan (PD/LUP) dated "Received April 27, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 4**

Attachments

CASE # CDR-17-04-104

Commission District: # 4

GENERAL INFORMATION

APPLICANT	Christina Baxter, Poulos and Bennett, LLC
OWNER	Calatlantic Group, Inc.
PROJECT NAME	Yates Planned Development
PARCEL ID NUMBER	19-24-30-0000-00-011 (affected parcel only)
TRACT SIZE	746.75 gross acres *(overall PD)* 39.15 gross acres *(affected parcel only)*
LOCATION	Generally southeast of Sawgrass Plantation Boulevard, approximately 2,500 feet south of East Wetherbee Road.
REQUEST	A PD substantial change to reduce the rear yard building setback for townhouse patio structures only from 20 feet ***to*** 10 and 12 feet, and to reduce the side-street building setback for such structures from 15 to 10 feet. The request also necessitates the following waivers from Orange County Code: 1. *A waiver from Section 38-79(20)(p) for Phase 1D-3, Lots 1-10, 14-30 and 103-120 only of the associated Preliminary Subdivision Plan (CDR-17-04-106) to allow for a minimum rear yard building setback of 10 feet for townhouse patio structures, in lieu of a minimum rear yard building setback of 20 feet;* 2. *A waiver from Section 38-79(20)(p) for Phase 1D-3, Lots 96 and 97 only of the associated Preliminary Subdivision Plan (CDR-17-04-106), to allow for a minimum rear yard building setback of 12 feet for townhouse patio structures, in lieu of a minimum rear yard building setback of 20 feet; and* 3. *A waiver from Section 38-1405(g) for Phase 1D-3, Lots 31, 78, and 92 only of the associated Preliminary Subdivision Plan (CDR-17-04-106), to allow for a minimum side-street building setback of 10 feet for townhouse patio structures, in lieu of a minimum side-street building setback of 15 feet.*
PUBLIC NOTIFICATION	A notification area extending beyond five hundred (500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Three hundred seventy eight (378) notices were mailed to those property owners in the notification buffer area. A community meeting

was not required for this application.

IMPACT ANALYSIS

Special Information

The Yates PD was originally approved March 2, 2004 and currently allows for the development of up to 1,625 single-family detached and 875 single-family attached residential units.

Through this PD substantial change, the applicant is seeking to reduce the rear yard building setback for townhouse patio structures from 20 to 10 feet for 45 designated single-family attached lots; from 20 to 12 feet for 2 other designated single-family attached lots; and reduce the side-street building setback from 15 to 10 feet for 3 designated single-family attached lots. Each of these proposed changes necessitate waivers from Orange County Code.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Low-Medium Density Residential (LMDR), which allows consideration of a residential density up to 10 dwelling units per developable acre. The Yates PD was approved in 2004 and includes single-family detached and attached uses. The proposed PD substantial change is consistent with the designation and all applicable CP provisions; therefore, a CP amendment is not necessary.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

Environmental Protection Division (EPD) staff has reviewed the proposed request, but did not identify any issues or concerns.

Transportation / Concurrency

Transportation Planning staff has reviewed the proposed request, but did not identify any issues or concerns. However, unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition and nothing in the decision to approve this Land Use Plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

Schools

Orange County Public Schools (OCPS) reviewed the request and determined that it will not impact public school capacity.

Parks and Recreation

Orange County Parks and Recreation staff reviewed the request but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Development Review Committee (DRC) Recommendation – (April 26, 2017)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Yates Planned Development / Land Use Plan (PD/LUP) dated "Received April 27, 2017", subject to the following conditions:

1. Development shall conform to the Yates Planned Development / Land Use Plan (PD / LUP) dated "Received April 27, 2017," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received April 27, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may

withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. The Developer shall obtain reclaimed water and wastewater service from Orange County Utilities.

7. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.

8. A waiver from Orange County Code Section 38-79(20)(p) is granted for Phase 1D-3, Lots 1-10, 14-30 and 103-120 only of the associated Preliminary Subdivision Plan to allow for a minimum rear yard building setback of ten feet (10') for townhouse patio structures, in lieu of a minimum rear yard building setback of 20 feet

9. A waiver from Orange County Code Section 38-79(20)(p) is granted for Phase 1D-3, Lots 96 and 97 only of the associated Preliminary Subdivision Plan to allow for a minimum rear yard building setback of twelve feet (12') for townhouse patio structures, in lieu of a minimum rear yard building setback of 20 feet.

10. A waiver from Orange County Code Section 38-1405(g) is granted for Phase 1D-3, Lots 31, 78, and 92 only of the associated Preliminary Subdivision Plan to allow for a minimum side-street building setback of 10 feet for townhouse patio structures, in lieu of a minimum side-street building setback of 15 feet.

11. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated March 2, 2004 shall apply:

    a. Billboards and pole signs shall be prohibited.

    b. Prior to construction plan approval, master stormwater management and utility plans for the PO shall be submitted to Orange County for review and approval.

    c. Right-of-way shall be by the terms of the existing agreement OR 6810 PG 1610. The developer shall show he is in compliance with the conveyance terms prior to platting any subdivision.

    d. The development shall comply with the Airport Noise Zoning Ordinance.

    e. The following Education Condition of Approval shall apply:

        1) Developer shall comply with all provisions of the Public Education Agreement entered into with the Orange County School Board as of February 5, 2002.

        2) Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Public Education Agreement, the County shall immediately cease issuing building permits for any residential units in excess of 65 residential units allowed under the zoning existing prior to the approval of the Planned Development zoning. The County shall again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Public Education Agreement. The developer and its successor or assign under the Public Education Agreement shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

        3) Developer, or its successor or assign under the Public Education Agreement, agrees that it shall not claim in any future litigation that the

County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's property rights.

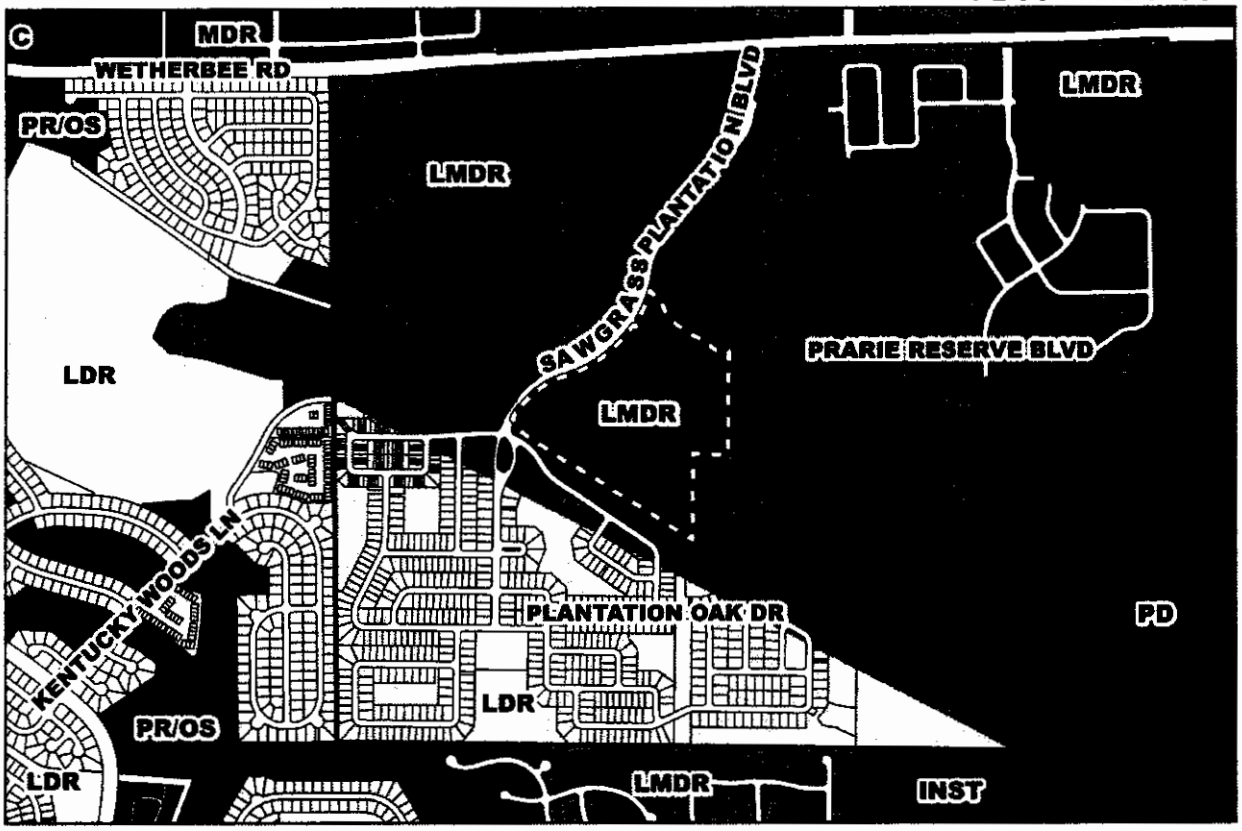
4) Orange County shall be held harmless by the developer and its assigns under the Public Education Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Public Education Agreement.

f. There shall be no more than 500, 50-foot-wide lots and no more than 600, 55-footwide lots. The size of the remaining lots shall be per the Land use Plan.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(March 2, 2004)*

Upon a motion by Commissioner Stewart, seconded by Commissioner Jacobs, and carried with all present members voting AYE by voice vote; Commissioner Hartage was absent; the Board made a finding of consistency with the Comprehensive Policy Plan; and further, approved the request by Titan Properties, Miller Sellen Conner & Walsh, Yates Planned Development (PD), to rezone from Agricultural (A-2) (1957) to Planned Development (PD), subject to conditions.

CDR-17-04-104



Subject Property
Overall PD

★ Subject Property

Future Land Use Map

FLUM: Low-Medium Density Residential (LMDR)

APPLICANT: Christina Baxter, Poulos and Bennett, LLC

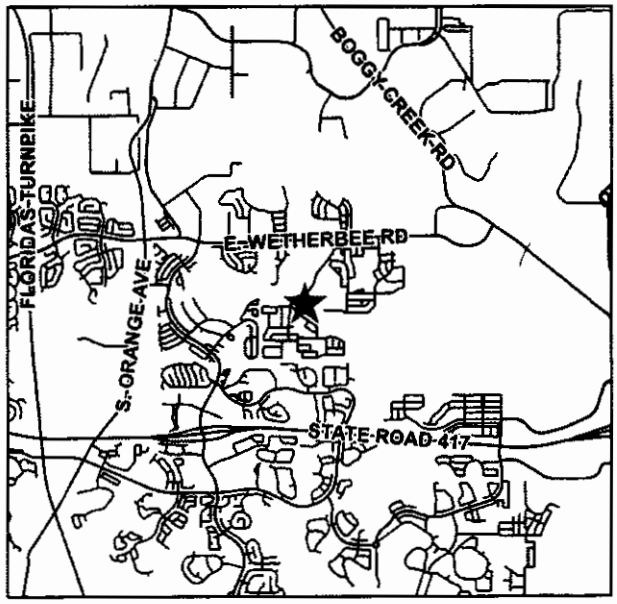
LOCATION: Generally southeast of Sawgrass Plantation Boulevard, approximately 2,500 feet south of East Wetherbee Road

TRACT SIZE: 746.75 gross acres (overall PD)
39.15 gross acres (affected parcel only)

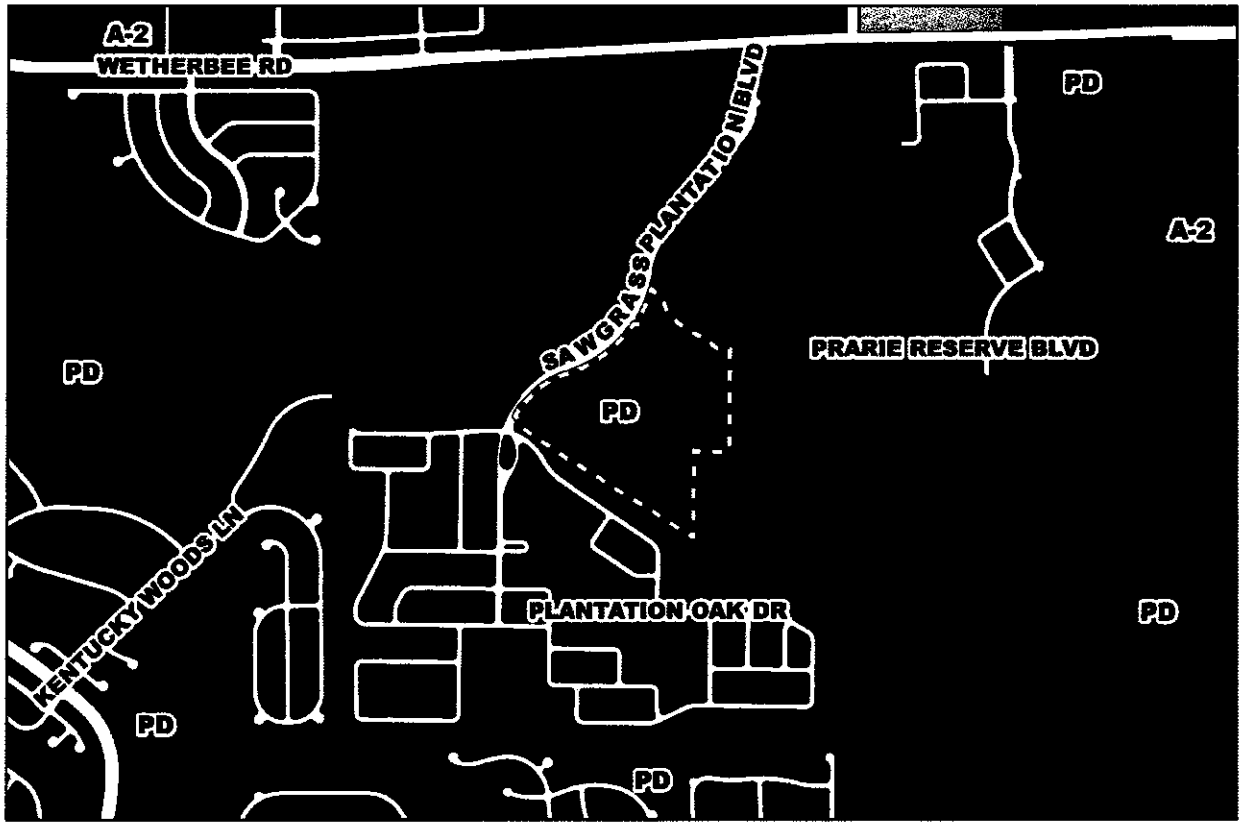
DISTRICT: # 4

S/T/R: 19/24/30

1 inch = 1,250 feet



CDR-17-04-104



Subject Property
Overall PD

★ Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Christina Baxter, Poulos and Bennett, LLC

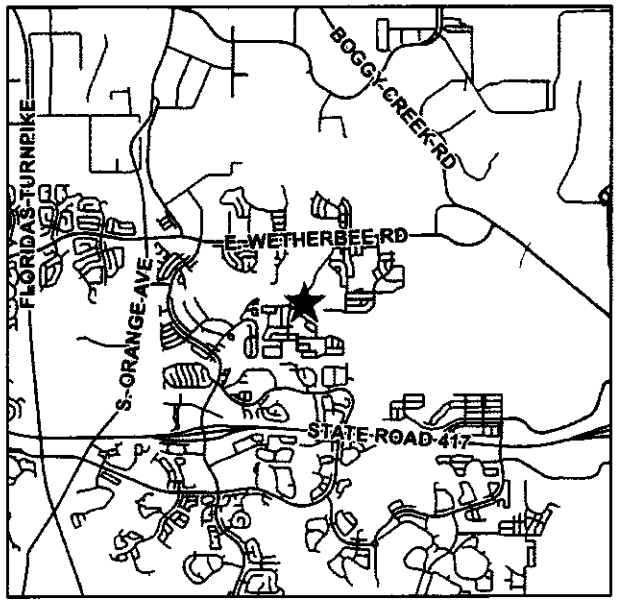
LOCATION: Generally southeast of Sawgrass Plantation Boulevard, approximately 2,500 feet south of East Wetherbee Road

TRACT SIZE: 746.75 gross acres (overall PD)
39.15 gross acres (affected parcel only)

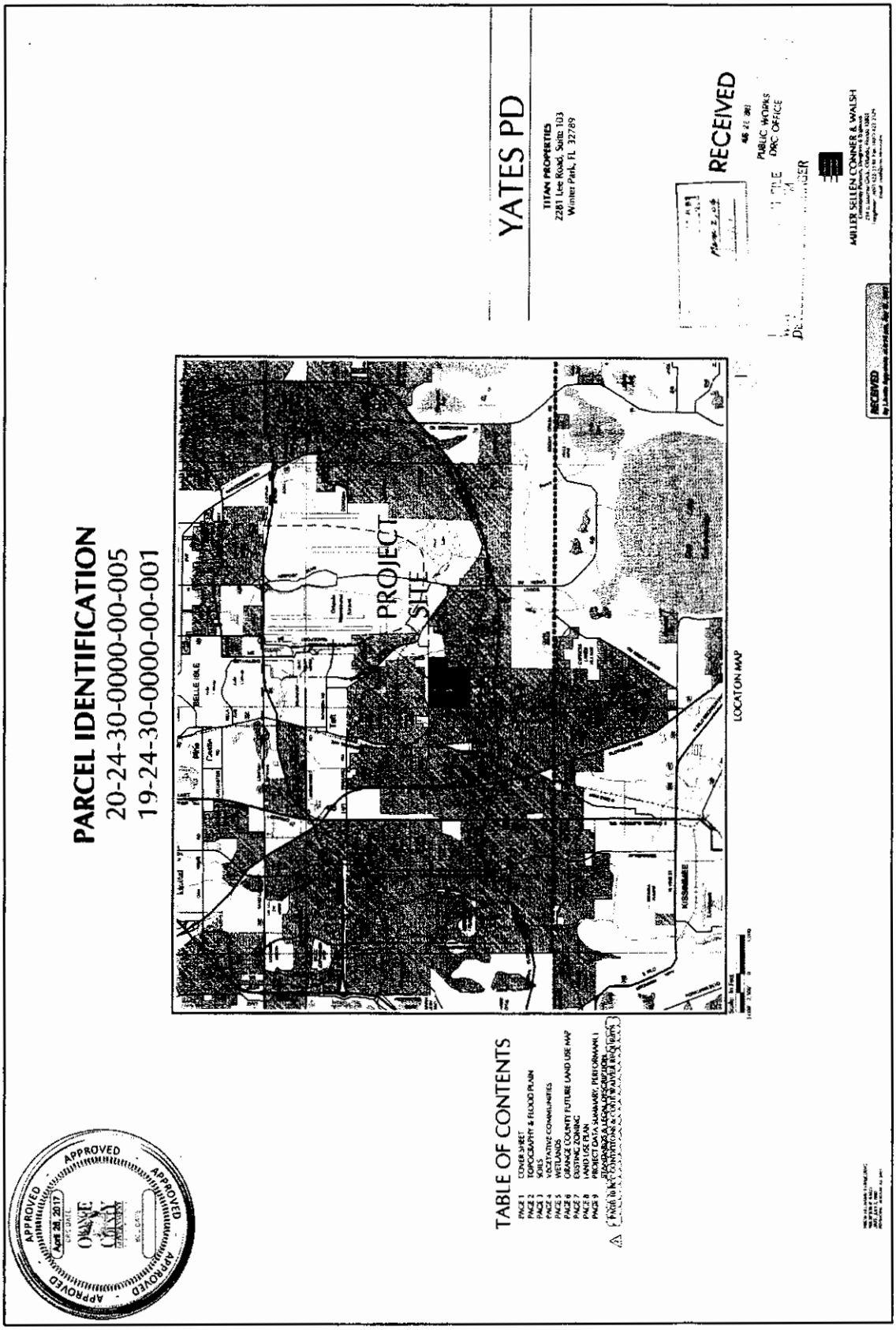
DISTRICT: # 4

S/T/R: 19/24/30

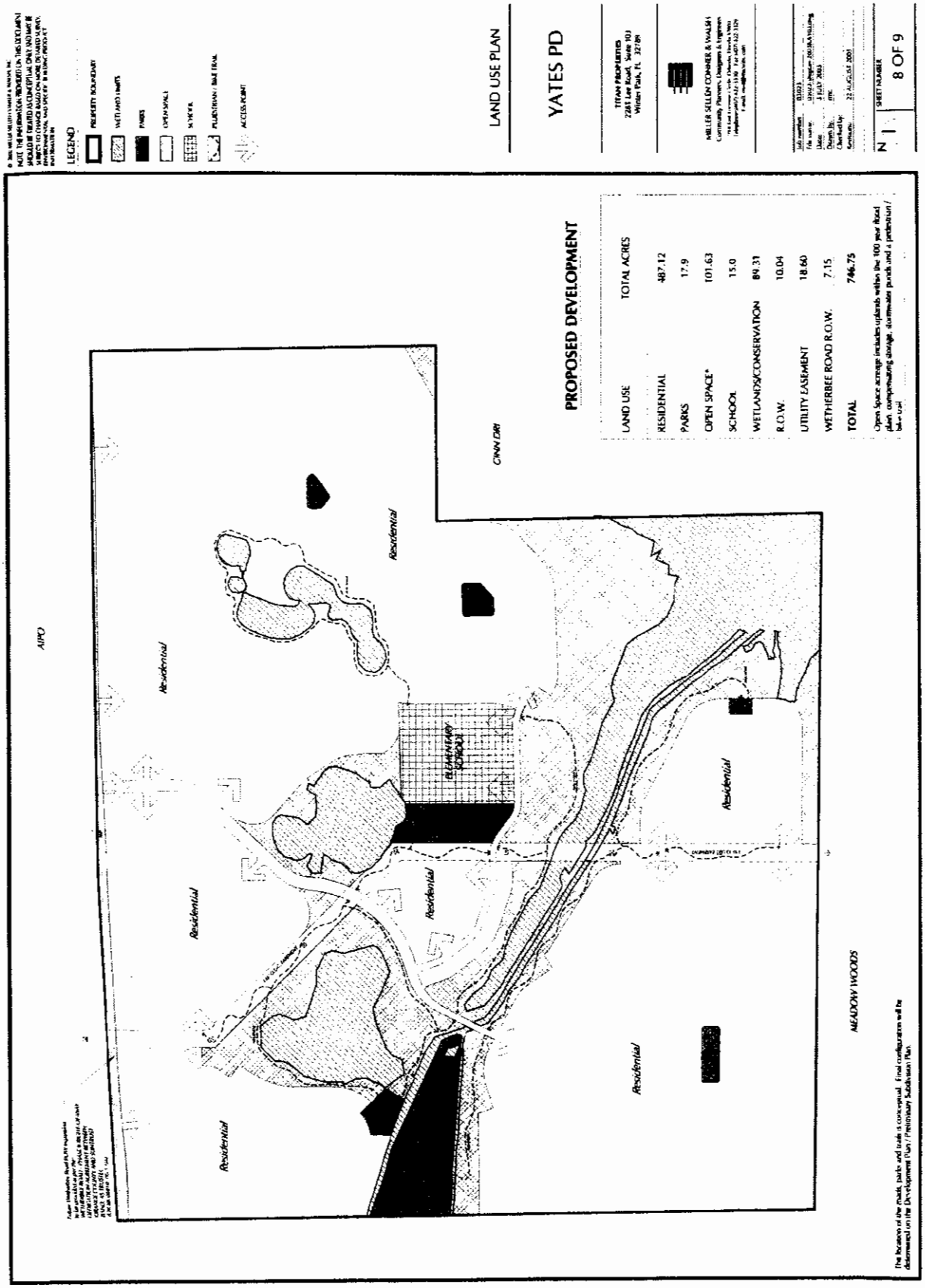
1 inch = 1,250 feet



Yates PD / LUP (*Cover Sheet*)



Yates PD / LUP

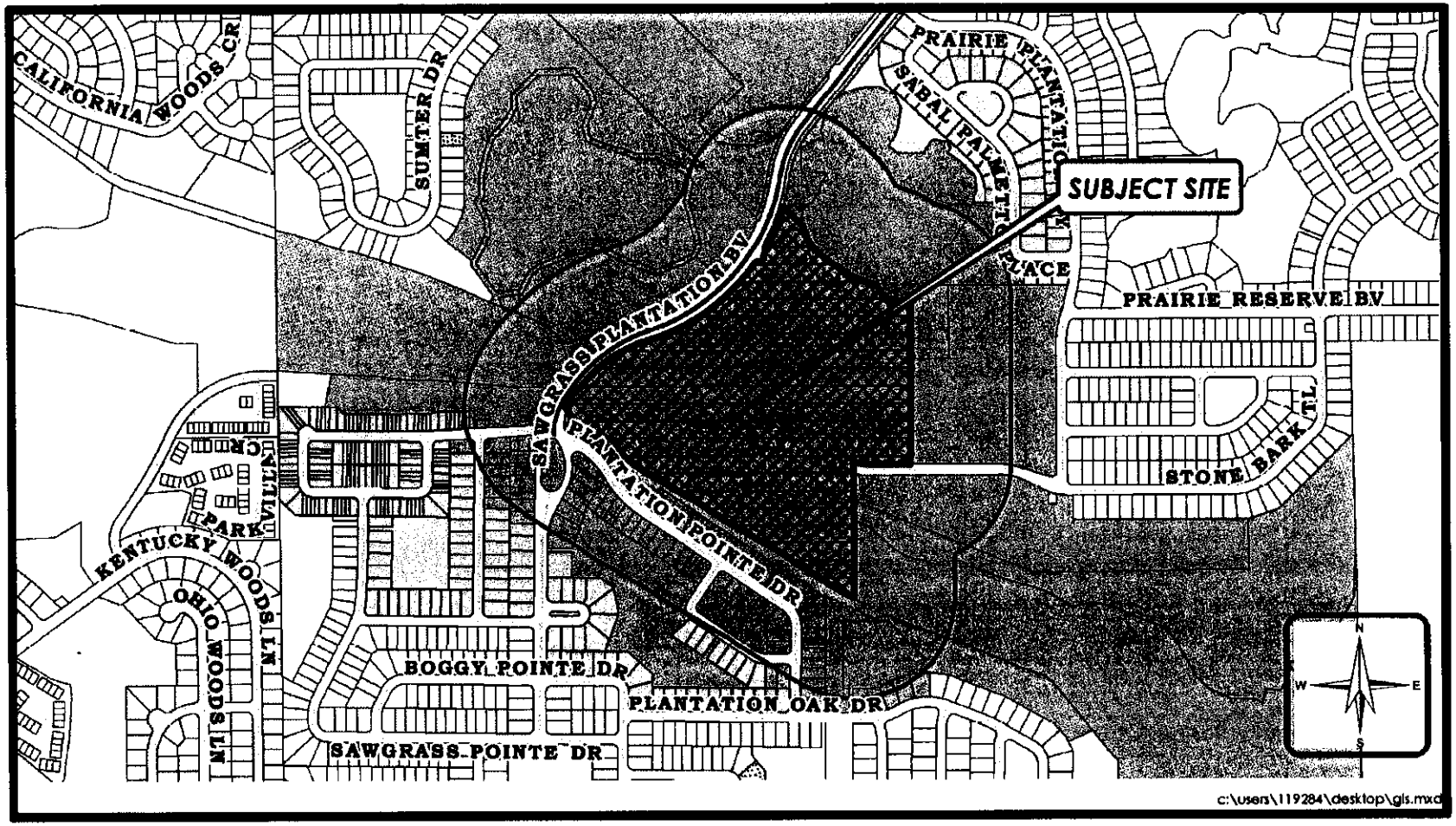

LAND USE PLAN
YATES PD
TITAN PROPERTIES
2285 Lee Road, Suite 103
Winter Park, FL 32789
MILLER SELLEN CONNER & WALSH
LEGEND
PROPERTY BOUNDARY
WETLANDS LIMITS
PARKS
OPEN SPACE
SCHOOL
PEDESTRIAN / BIKE TRAIL
ACCESS POINT
PROPOSED DEVELOPMENT
LAND USE
TOTAL ACRES
RESIDENTIAL 487.12
PARKS 17.9
OPEN SPACE* 101.63
SCHOOL 15.0
WETLANDS/CONSERVATION 89.31
R.O.W. 10.04
UTILITY EASEMENT 18.60
WETHERBEE ROAD R.O.W. 7.15
TOTAL 746.75
Open Space acreage includes uplands within the 100 year flood plain, compensating storage, stormwater ponds and a pedestrian / bike trail
SHEET NUMBER
8 OF 9
A(PD)
Residential
Residential
Residential
Residential
Residential
ELEMENTARY SCHOOL
GINN DRI
MEADOW WOODS

ORANGE COUNTY GOVERNMENT
FLORIDA

Public Notification Map

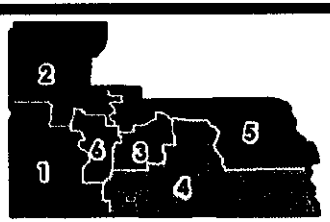
Yates Planned Development PD_CDR-17-04-104

500 FT BUFFER, 378 NOTICES



MAP LEGEND

- SUBJECT
- 500 FT BUFFER
- NOTIFIED PARCELS
- COURTESY PARCELS
- PARCELS



1 inch = 694 feet

Feet

0 1,100 2,200

Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: June 20, 2017

Interoffice Memorandum

May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Deborah L. Martohue, Martohue Land Use Law, P.A.
Hunter's Creek Planned Development (PD)
Case # CDR-16-09-332 / District 1

The Hunter's Creek PD was originally approved on November 12, 1983 and is generally located on the southwest corner of the Central Florida Greeneway and Town Loop Boulevard. The overall Hunter's Creek development program allows for a mix shopping, office, hotel, institutional, and light industrial/warehouse uses, as well as parks, open space, golf courses and four (4) school sites on 3,995 gross acres.

Through this PD substantial change, the applicant is seeking to amend the PD/LUP in order to construct a 134-foot camouflaged "monocross" communication tower and equipment compound on a 3,600 square-foot leased tract within an 8.29 acre parcel.

On April 12, 2017, the Development Review Committee (DRC) recommended approval of the request, subject to conditions. A community meeting was not required.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Hunter's Creek Planned Development / Land Use Plan (PD/LUP) dated "Received April 28, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

Attachments

CASE # CDR-16-09-332

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Deborah L. Martohue, Martohue Land Use Law, P.A.
OWNER	Peace United Methodist Church at Hunter's Creek, Inc.
PROJECT NAME	Hunter's Creek Planned Development (PD)
PARCEL ID NUMBER	29-24-29-3838-00-270 *(affected parcel only)*
TRACT SIZE	3,995 gross acres *(overall PD)* 8.29 gross acres *(affected parcel only)*
LOCATION	13502 Town Loop Boulevard; or generally on the southwest corner of the Central Florida Greeneway and Town Loop Boulevard.
REQUEST	A PD substantial change to construct a 134-foot camouflaged "monocross" communication tower and equipment compound on a 3,600 square foot leased tract within an 8.29-acre parcel.
PUBLIC NOTIFICATION	A notification area extending beyond five hundred (500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Two hundred seventy-one (271) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application.

IMPACT ANALYSIS

Special Information

The Hunter's Creek PD was originally approved on November 28, 1983 and has an existing mixed-use development program consisting of shopping, office, hotel, institutional and light industrial/warehouse uses, as well as parks, open space, golf courses and four (4) school sites.

Through this PD substantial change, the applicant is seeking to amend the PD/LUP in order to construct a 134-foot camouflaged "monocross" communication tower and equipment compound on a 3,600 square-foot leased tract within an 8.29 acre parcel.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Low Density Residential (LDR). The Hunter's Creek PD/LUP identifies the subject property as Parcel 372 with a land use designation of Institutional. The proposed PD substantial change is consistent with this designation and all applicable CP provisions; therefore, the request is consistent with the CP.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

Environmental Protection Division (EPD) staff has reviewed the proposed request, but did not identify any issues or concerns.

Transportation / Concurrency

Transportation Planning staff has reviewed the proposed request, but did not identify and issues or concerns.

Community Meeting Summary

A community meeting was not required for this request.

Schools

Orange County Public Schools (OCPS) reviewed the request and determined that it will not impact public school capacity as there is no change in residential density.

Parks and Recreation

Orange County Parks and Recreation staff reviewed the request but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Development Review Committee (DRC) Recommendation – (April 12, 2017)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Hunter's Creek Planned Development / Land Use Plan (PD/LUP) dated "Received April 28, 2017", subject to the following conditions:

1. Development shall conform to the Hunter's Creek Planned Development / Land Use Plan (PD/LUP) dated "Received April 28, 2017," and shall comply with all

applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received April 28, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of

the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated November 27, 2012 shall apply:

   a. The following waivers from Orange County Code Sections 38-1258 and 38-1477 are granted to address multi-family residential building setbacks, height, buffering/screening and parking standards for PD Tract 300 – Lot 2 only:

      1) A waiver from Section 38-1258(b) to allow all multi-family buildings located within one hundred thirty-five (135) feet of single-family zoned property to be four (4) stories in height (not to exceed 55 feet), in lieu of three (3) stories and 40' to be located 150' from single-family property;

      2) A waiver from Section 38-1258(c) to allow a maximum height of fifty-five (55) feet for all multi-family buildings, in lieu of a maximum building height of forty (40) feet;

      3) A waiver from Section 38-1258(f) to eliminate the requirement to construct a six (6) foot masonry wall whenever a multi-family development is located adjacent to single-family zoned property; and

      4) A waiver from Section 38-1477 to allow thirty-three (33) parking spaces to be located on Hunter's Park Lane, a private right-of-way, subject to HOA approval, in lieu of all required parking spaces to be located on the same lot.

   b. Additional access to Hunter Park Lane on the NE corner on lot 2 shall obtain approval from the Master HOA to access the private road.

7. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated May 13, 2003 shall apply:

a. Prior to construction plan approval, certification with supporting calculations shall be submitted which states that this project is consistent with the approved master plan for the Hunter's Creek PD.

b. A waiver is approved for a wall along the SR 417 because the parcels are fifteen feet below the Greenway.

c. A private easement agreement addressing ownership and maintenance of the common private utilities will be required prior to Certificate of Occupancy.

d. Orange County shall not own, operate, or maintain the on-site wastewater system.

e. A total of 360 units shall be built with a maximum of 240 for sale as condominium or townhome units allocated to Tract 330A, and a maximum 120 for sale as townhome units on no more than 15 acres allocated to Tract 370.

f. The covenants and the restrictions shall include restrictions limiting rental of units to not less than 90 days.

g. Additional gas stations and tire stores shall be prohibited.

h. No residential development (except access) shall be permitted fronting John Young Parkway.

8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated December 8, 1992 shall apply:

   a. Access to the outparcels on John Young Parkway shall be from the internal road system.

   b. As part of the next development plan submitted for parcels adjacent to Shingle creek on the east side and as part of the next development plan submittal for any parcels west of Shingle creek the applicant shall include on the Development Plan all remaining unplatted portions of the Shingle Creek Conservation Area such that these areas can be platted as conservation tracts.

9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated February 12, 1991, shall apply:

   a. Minimum lot sizes shall be addressed at the Development Plan stage and shall be compatible with the remainder of the project.

   b. A six-foot (6') masonry wall shall be provided along the northern property line where adjacent residential uses abut the RV/boat storage. A 12-foot height limit shall be required on any vehicle stored adjacent to the property line. Commercial sales shall be prohibited.

c. The developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities subject to County rate resolutions and ordinances.

10. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 23, 1990, shall apply:

    a. The apartment complexes in the designated areas shall be no higher than two(2) story;

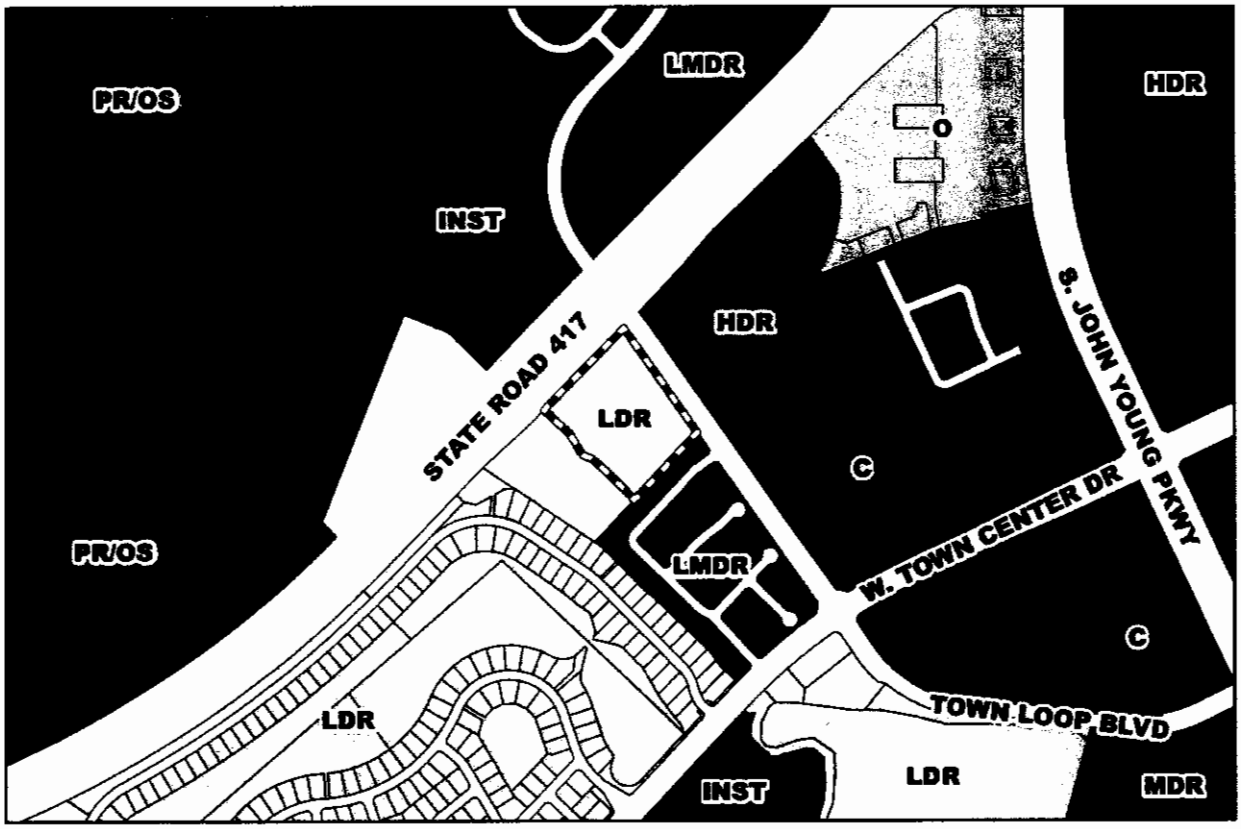
    b. The developer shall provide a privacy fence and intensive landscape buffers.

11. All previous applicable BCC Conditions of Approval, dated November 28, 1983, shall apply.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(November 27, 2012)*

Upon a motion by Commissioner Edwards, seconded by Commissioner Russell, and carried by with all present members voting AYE by voice vote; the Board made a finding of consistency with the Comprehensive Plan and approved the substantial change request by David C. Lowee, DRMP, Inc., Hunter's Creek Planned Development (PD) Land Use Plan (LUP), Case #CDR-12-09-181, subject to conditions.

CDR-16-09-332



Subject Property

Subject Property

Future Land Use Map

FLUM: Low Density Residential (LDR)

APPLICANT: Deborah L. Martohue, Martohue Land Use Law, P.A.

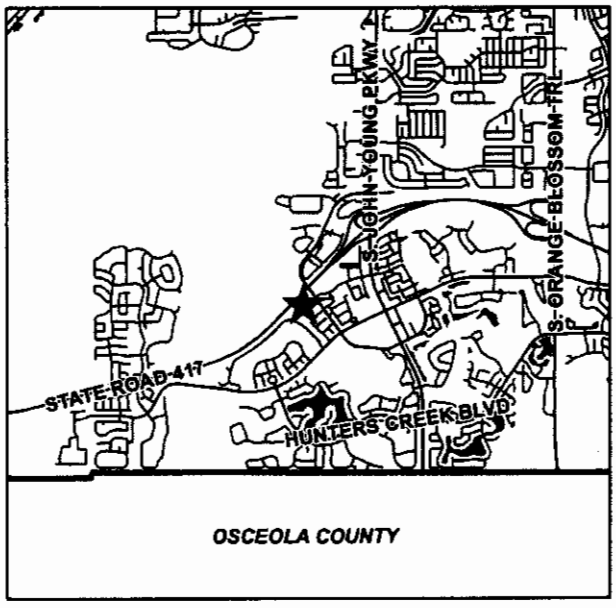
LOCATION: 13502 Town Loop Boulevard; or generally on the southwest corner of Central Florida Greenway and Town Loop Boulevard

TRACT SIZE: 3,995 gross acres (overall PD)
8.29 gross acres (affected parcels only)

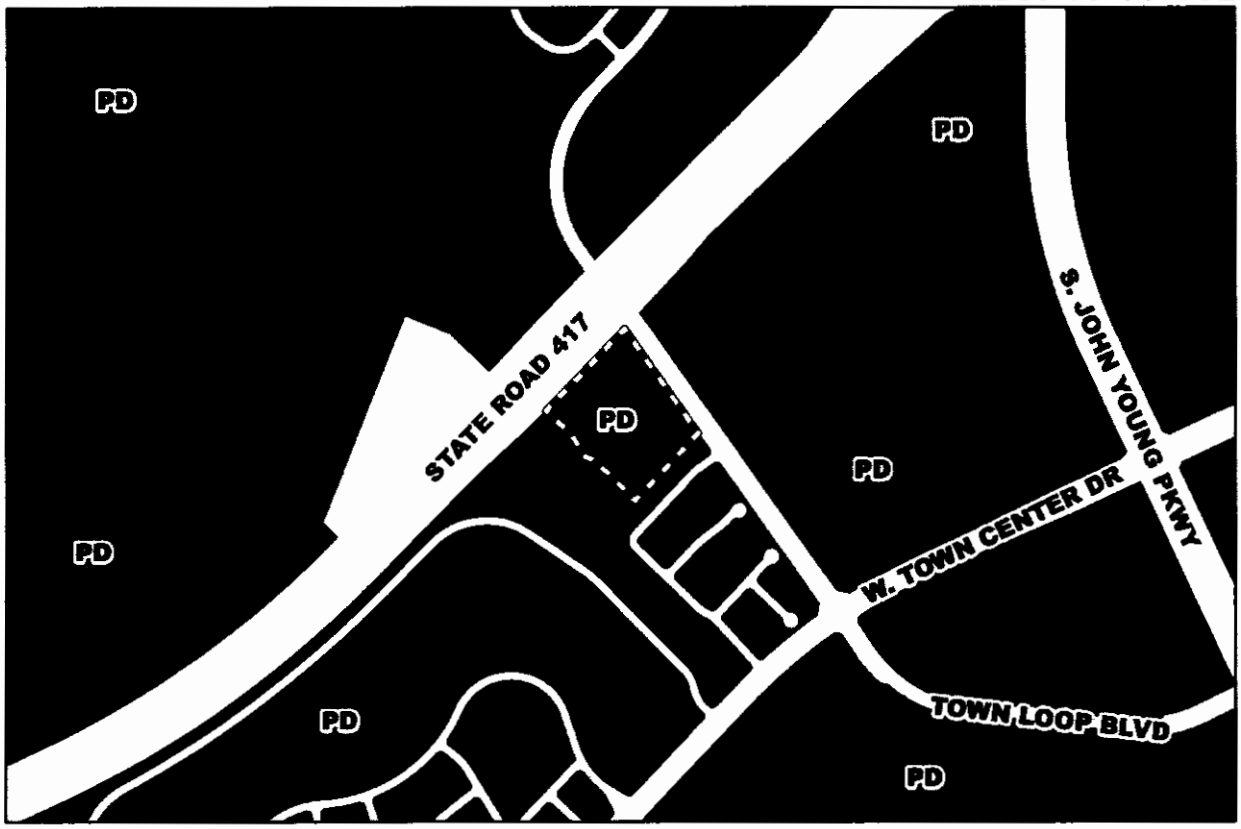
DISTRICT: # 1

S/T/R: 29/24/29

1 inch = 833 feet



CDR-16-09-332



Subject Property

Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Deborah L. Martohue, Martohue Land Use Law, P.A.

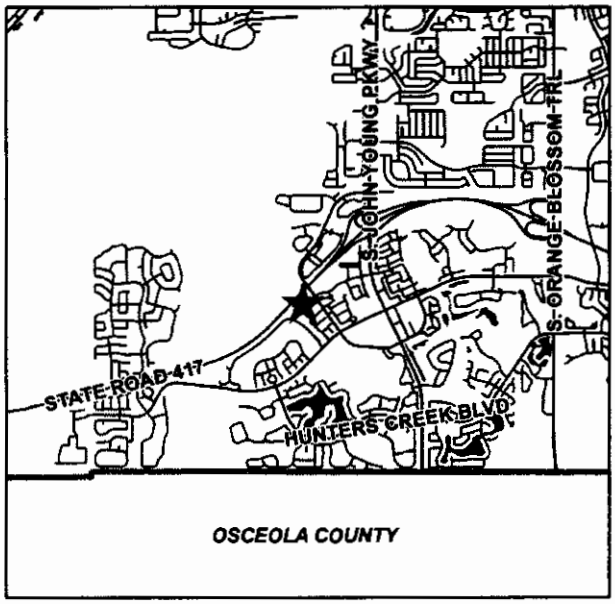
LOCATION: 13502 Town Loop Boulevard; or generally on the southwest corner of Central Florida Greenway and Town Loop Boulevard

TRACT SIZE: 3,995 gross acres (overall PD)
8.29 gross acres (affected parcels only)

DISTRICT: # 1

S/T/R: 29/24/29

1 inch = 833 feet



Hunter's Creek PD / LUP (Cover Sheet)

NOTE:
IN ACCORDANCE WITH SECTION 38-1227, ANY VARIANCES FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID.

Eco-Site

240 LEIGH FARM ROAD, SUITE 415
DURHAM, NC 27707

SITE NAME

ECO-SITE: FL-0045 HUNTERS CREEK PD

HUNTERS CREEK PD / PARCELS 350B & 430C PSP / PEACE UNITED METHODIST CHURCH DP

CASE #: CDR-16-09-332

FOLIO #: 29-24-29-3838-00-270

13502 TOWN LOOP BLVD.
ORLANDO, FL 82837
134' CAMOUFLAGED MONOCROSS TOWER
RAW LAND

NOTE:
ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

SITE INFORMATION

PROPERTY OWNER:	GREG EMERSON 13502 TOWN LOOP BLVD. ORLANDO, FL 32837
SITE ADDRESS:	13502 TOWN LOOP BLVD. ORLANDO, FL 32837
COUNTY:	ORANGE COUNTY
LATITUDE:	28.348736° (28° 21' 56.65" N)
LONGITUDE:	-81.432852° (81° 25' 39.41" W)
GROUND ELEVATION:	86.2' AMSL
OCCUPANCY TYPE:	UNMANNED
ZONING JURISDICTION:	ORANGE COUNTY
ZONING CODE:	P D 7100 RELIGIOUS
PARCEL NUMBER:	29-24-29-3838-00-270
POWER PROVIDER:	DUKE ENERGY
TELCO PROVIDER:	AT&T

CONTACT INFORMATION

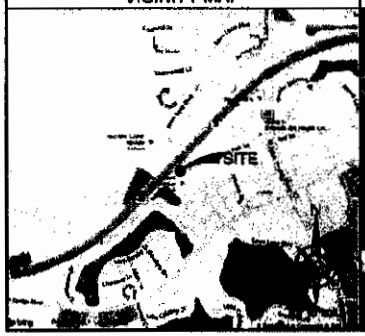
A&E SERVICES:
POWDER RIVER ENGINEERING SERVICES, LLC.
219 S. WOODDALE AVE.
EAGLE, ID 83616
CONTACT: HOLLIS SMITH
PHONE: (381) 324-2137
EMAIL: hollis.smith@powderriverdev.com

ENGINEERING:
POWDER RIVER ENGINEERING SERVICES, LLC.
219 S. WOODDALE AVE.
EAGLE, ID 83616
CONTACT: DONALD W. GEORGE, PE, SE, MUSE
PHONE: (288) 935-8864
EMAIL: don.george@powderriverdev.com

APPLICANT:
T-MOBILE SOUTH, LLC
3801 BENJAMIN CENTER DRIVE, SUITE 110A
TAMPA, FL 33634
CONTACT: JENNY HALL
PHONE: (727) 461-1770

APPLICANT:
ECO-SITE, INC.
240 LEIGH FARM ROAD, SUITE 415
DURHAM, NC 27707
CONTACT: COLLEEN CARROLL
DIRECTION OF SITE ACQUISITION
PHONE: (904) 673-0306

VICINITY MAP



SITE PHOTO



DRIVING DIRECTIONS

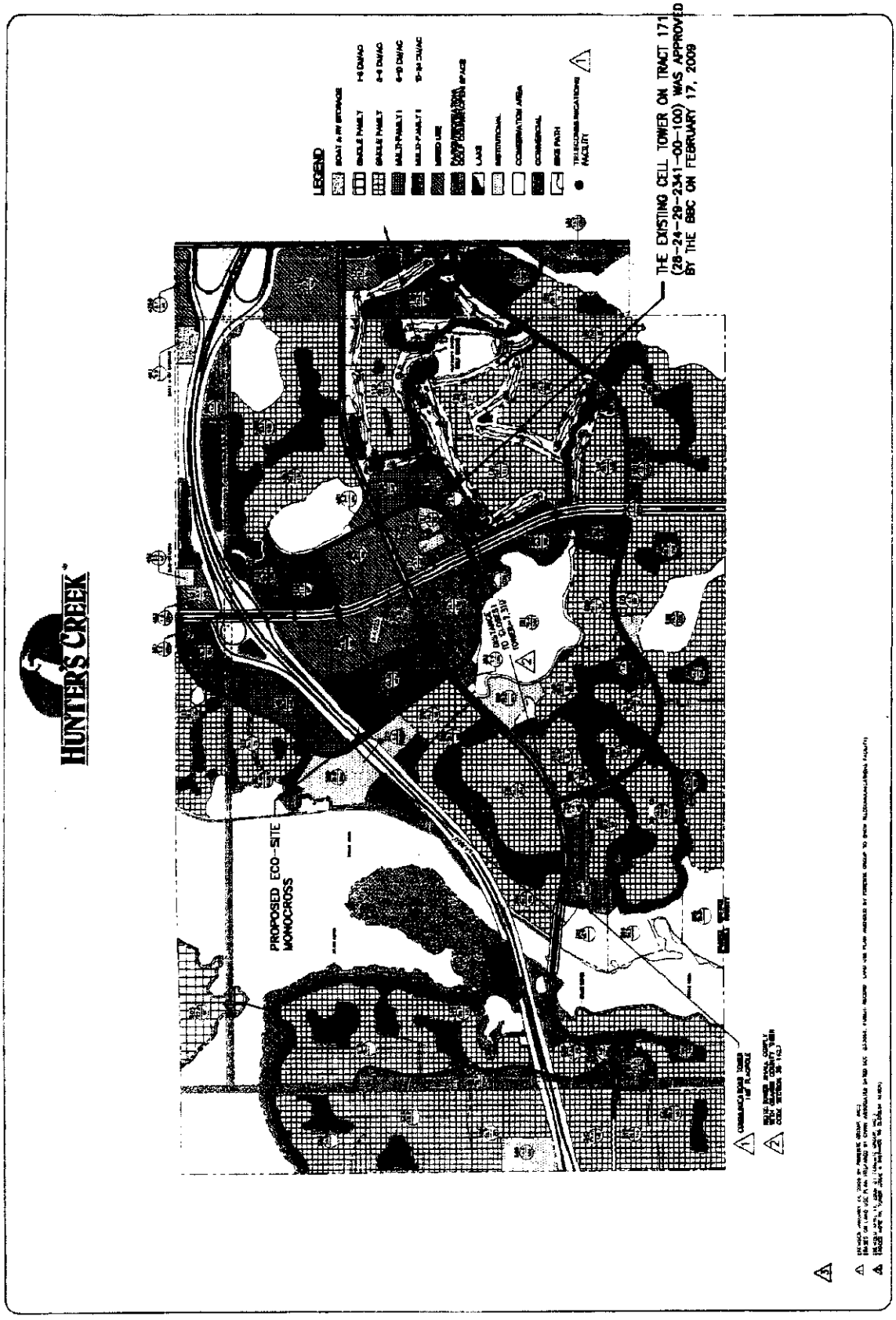
FROM ORLANDO INTERNATIONAL AIRPORT, ORLANDO, FL:

DEPART ORLANDO INTERNATIONAL AIRPORT & TURN LEFT ONTO JEFF FUQUA BLVD. KEEP STRAIGHT ONTO BOGGY CREEK RD. TAKE RAMP FOR SR-417 S TOLL/CENTRAL FLORIDA GREENWAY. TAKE RAMP RIGHT AND FOLLOW SIGNS FOR SR-423 NORTH. BEAR RIGHT ONTO JOHN YOUNG PKWY S/S JOHN YOUNG PKWY/CR-423 N. TURN LEFT ONTO TOWN LOOP BLVD. SITE IS IN THE EMPTY FIELD TO THE RIGHT IMMEDIATELY AFTER YOU PASS UNDER TOLL 417.

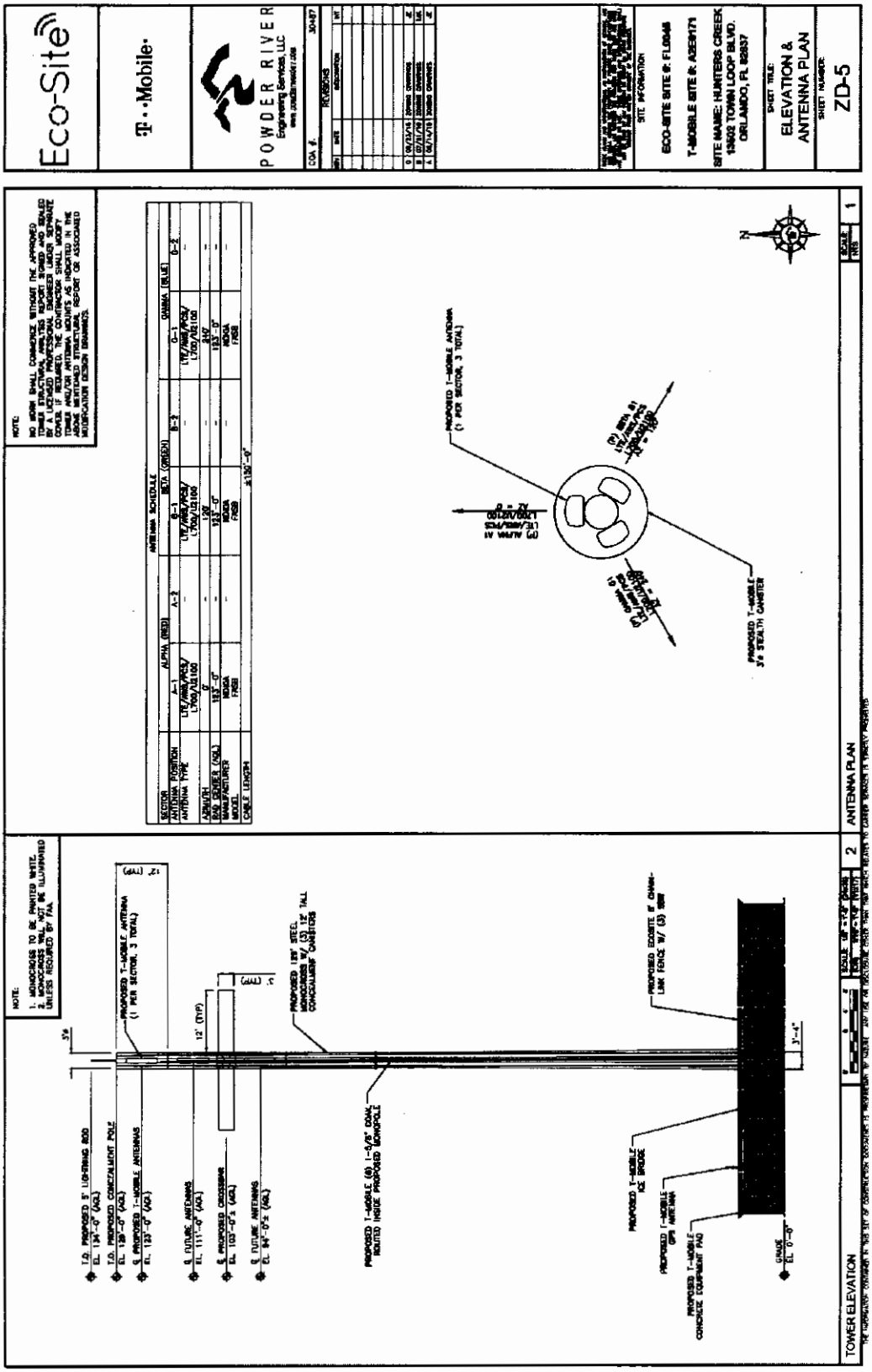
DRAWING INDEX

SHEET NO.	DESCRIPTION	REV
T-1	TITLE SHEET	H
LUP1.0-LUP12.0	AMENDED HUNTERS CREEK LAND USE PLAN	

Hunter's Creek PD / LUP



Hunter's Creek PD / LUP
Proposed 134' High Camouflagged "Monocross" Cell Tower

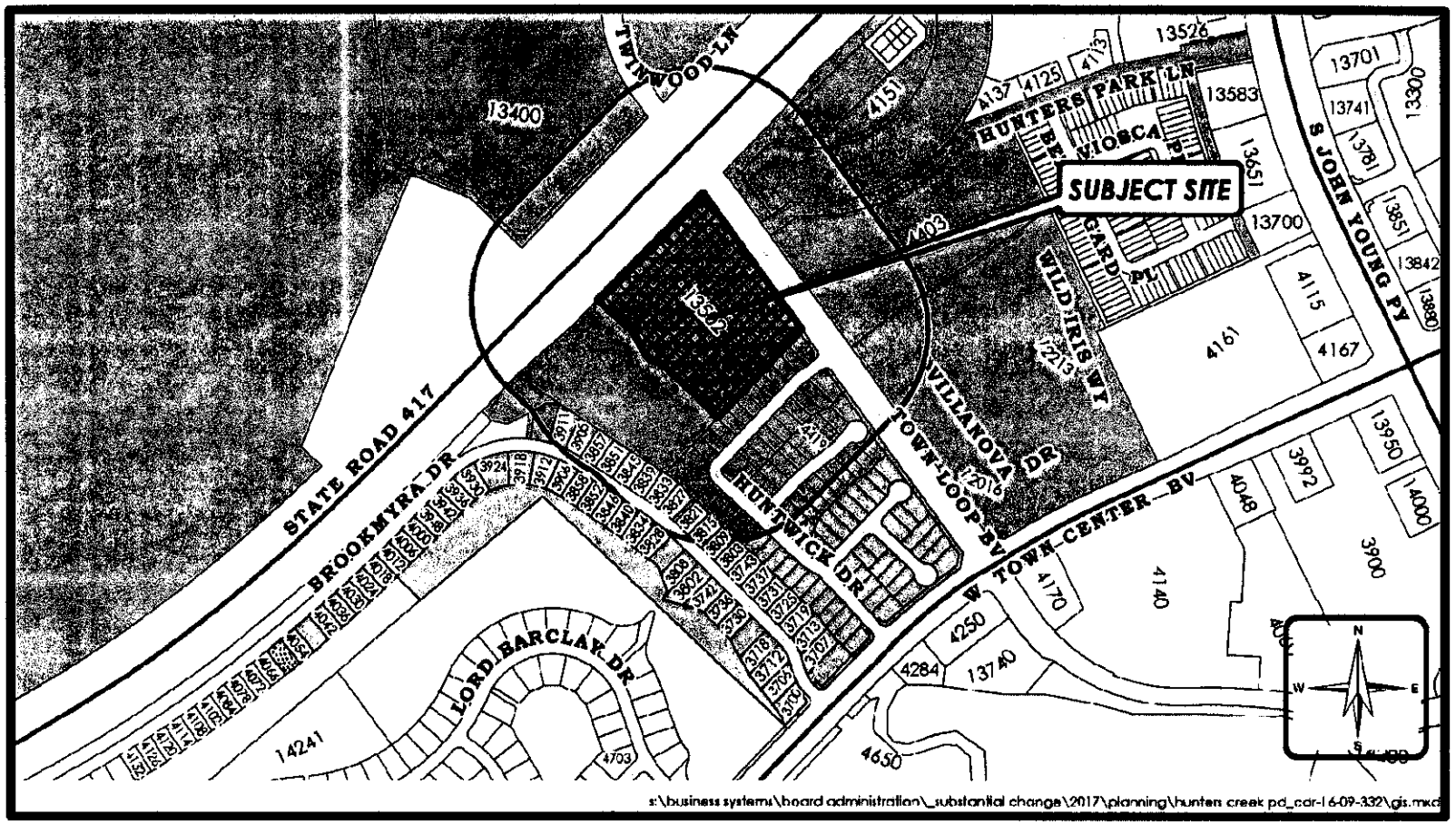


ORANGE COUNTY GOVERNMENT
FLORIDA

Public Notification Map

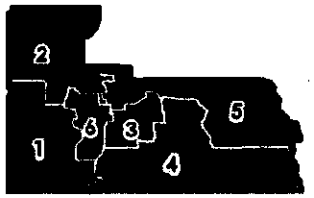
Hunters Creek PD_CDR-16-09-332

500 FT BUFFER, 271 NOTICES



MAP LEGEND

- SUBJECT
- 500_FT_BUFFER
- NOTIFIED_PARCELS
- COURTESY PARCEL
- PARCELS



1 inch = 556 feet

Feet

0 875 1,750

Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: June 20, 2017

Interoffice Memorandum

May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Alexis Crespo, Waldrop Engineering
AIPO / South Orange Properties Planned Development (PD)
Case # CDR-17-03-067 / District 4

The AIPO / South Orange Properties PD consists of 339.11 gross acres and is located at 3001 & 4055 East Wetherbee Road, or generally north of East Wetherbee Road, approximately one mile west of Boggy Creek Road. The existing PD development program allows for up to 585 single-family detached residential units, 315 single-family attached residential units, and 300 multi-family residential units. The PD also recognizes a maximum of 450 fifty-foot (50') wide lots; a minimum of 70 sixty-foot (60') wide lots, and a minimum of 65 seventy-foot (70') wide lots.

Through this PD substantial change, the applicant is seeking to convert 115 single-family attached dwelling units (townhomes) into 115 conventional single-family detached dwelling units, while eliminating a prescribed minimum / maximum amount of lots per lot width; and reducing the minimum lot widths for single-family detached residential lots from 50 feet to 40 feet. The proposed reduction in minimum lot width also necessitates a waiver from Orange County Code Section 38-1501 for designated single-family detached residential areas of the PD only.

On April 26, 2017, the Development Review Committee (DRC) recommended approval of the request, subject to conditions. A community meeting was not required.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-

14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the AIPO / South Orange Properties Planned Development / Land Use Plan (PD/LUP) dated "Received May 2, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 4**

Attachments

CASE # CDR-17-03-067

Commission District: # 4

GENERAL INFORMATION

APPLICANT	Alexis Crespo, Waldrop Engineering
OWNER	Taylor Morrison of Florida, Inc.
PROJECT NAME	AIPO / South Orange Properties Planned Development
PARCEL ID NUMBER	18-24-30-7268-00-490; 17-24-30-0000-00-015; and 18-24-30-7268-00-541 (*affected parcels only*)
TRACT SIZE	339.11 gross acres *(overall PD)* 247.89 gross acres *(affected parcels only)*
LOCATION	3001 & 4055 East Wetherbee Road; or generally north of East Wetherbee Road, approximately one mile west of Boggy Creek Road.
REQUEST	A PD substantial change to: 1. Convert 115 single-family attached residential dwelling units (townhomes) into 115 conventional single-family detached residential dwelling units; 2. Eliminate the maximum number of permitted 50-foot wide detached single-family residential lots; 3. Eliminate the minimum number of required 60 and 70-foot wide detached single-family residential lots; and 4. Reduce the minimum lot widths for single-family detached residential lots from 50 feet to 40 feet, necessitating the following waiver from Orange County Code: a. A waiver from Section 38-1501 to allow 40-foot minimum lot widths for single-family detached residential lots within the designated single-family detached residential portions of the PD only; in lieu of minimum 50-foot lot widths.
PUBLIC NOTIFICATION	A notification area extending beyond five hundred (500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Two-hundred five (205) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application.

IMPACT ANALYSIS

Special Information

The AIPO / South Orange Properties PD was originally approved December 3, 2013, and currently allows for up to 585 single-family detached residential units, 315 single-family attached residential units (townhomes), and 300 multi-family residential units (apartments). The PD also recognizes a maximum of 450 fifty-foot (50') wide lots; a minimum of 70 sixty-foot (60') wide lots, and a minimum of 65 seventy-foot (70') wide lots.

Through this PD substantial change, the applicant is seeking to convert 115 single-family attached dwelling units (townhomes) into 115 single-family detached (conventional) dwelling units, while eliminating a prescribed minimum / maximum amount of lots per lot width; and reducing the minimum lot widths for single-family detached residential lots from 50 feet to 40 feet. The proposed reduction in minimum lot width also necessitates a waiver from Orange County Code Section 38-1501 for designated single-family detached residential areas of the PD only.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Low-Medium Density Residential (LMDR), which allows consideration of a maximum density of ten (10) dwelling units per developable acre. The AIPO / South Orange Properties PD was approved in 2013 and includes single-family (attached and detached) and multi-family uses. The proposed PD substantial change to convert single-family attached units (townhomes) into conventional single-family detached units is consistent with the LMDR FLUM designation and all applicable CP provisions; therefore, CP amendment is not necessary.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

Environmental Protection Division (EPD) staff has reviewed the proposed request, but did not identify any issues or concerns.

Transportation / Concurrency

The applicant provided a traffic analysis to support the request to convert 115 townhouse units into 115 detached residential units. The PD is currently approved for 585 single family detached units, 315 townhouses, and 300 apartments. Altogether, the

1,200 dwelling units will generate 9,433 Average Daily Trips (ADTs). Based on trip generation data from the 9th Edition of the Trip Generation Manual, the requested change to reduce the existing number of townhomes by 115 units and increase the number of conventional single family residences from 550 to 700 units will generate 9,410 ADTs which is less than the total trips currently approved for this PD.

Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

Schools

Orange County Public Schools (OCPS) reviewed the request and determined that it will not impact public school capacity.

Parks and Recreation

Orange County Parks and Recreation staff reviewed the request, but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Development Review Committee (DRC) Recommendation – (April 26, 2017)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the AIPO / South Orange Properties Planned Development / Land Use Plan (PD/LUP) dated "Received May 2, 2017", subject to the following conditions:

1. Development shall conform to the AIPO (aka South Orange Properties) Planned Development / Land Use Plan (PD / LUP) dated "Received May 2, 2017," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a

condition of approval and the land use plan dated "Received May 2, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed

to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

7. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.

8. Short term / transient rental shall be prohibited. Length of stay shall be for 180 days or greater.

9. The Developer shall obtain reclaimed water, and wastewater service from Orange County Utilities.

10. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.

11. A waiver from Orange County Code Section 38-1501 is granted to allow 40-foot minimum lot widths for single-family detached residential lots within the designated single-family detached residential portions of the PD only; in lieu of minimum 50-foot lot widths.

12. All previous applicable Conditions of Approval dated March 6, 2007 shall apply:

    a. In order to provide for rear-loaded parking, a waiver from Section 38-79(20) is granted to allow a rear-to-rear building separation of 58 feet in lieu of 60 feet in order to achieve a neo-traditional design.

    b. Due to the fact that cars will no longer be parked in front of buildings for those units with rear-loaded parking, a waiver from Section 38-79(20) is granted to allow a front setback of 17 feet for front of building and 10 feet for front porch in lieu of 20 feet for rear-loaded units only in order to achieve a neo-traditional design.

13. All previous applicable Conditions of Approval dated July 19, 2005 shall apply:

    a. Prior to construction plan approval, a master stormwater management plan including a drainage study to establish the 100-year flood elevations shall be submitted to the Development Engineering Division for review and approval. Prior to construction plan approval, master wastewater and reclaimed water

plans including preliminary calculations shall be submitted to the County for review and approval.

b. The property lies within Airport Noise Zones "D and E." An executed Waiver of Claims between the developer and Greater Orlando Airport Authority shall be required prior to issuance of any building permits.

c. Developer shall comply with all provisions of the Public Education Agreement entered into with the Orange County School Board as of May 25, 2004 (executed on December 14, 2004).

- Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Public Education Agreement, the County shall not issue any building permits for any residential units as no residential units were allowed under the zoning existing prior to the approval of the PD zoning. The County shall again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Public Education Agreement. The developer and its successor or assign under the Public Education Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

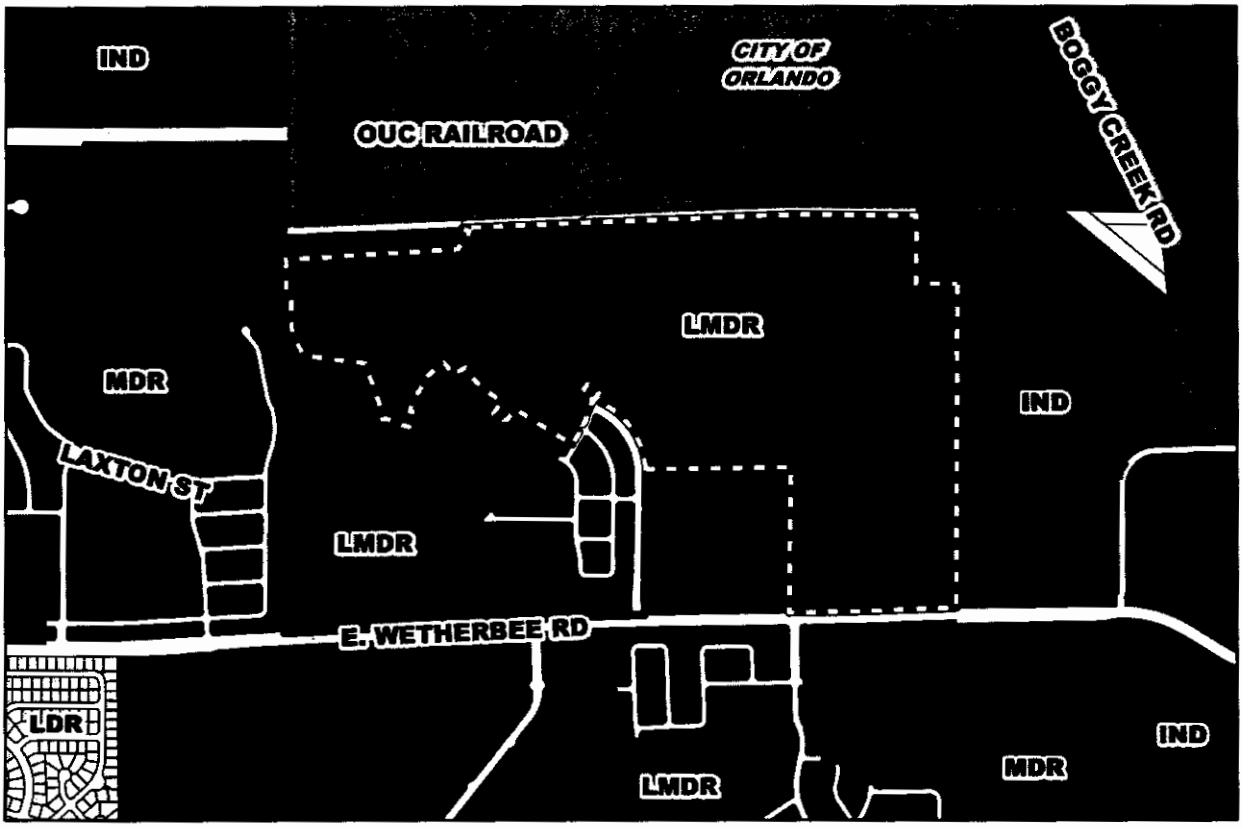
- Developer, or its successor or assign under the Public Education Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's property rights.

- The County shall be held harmless by the developer and its assigns under the Public Education Agreement in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Public Education Agreement.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(December 3, 2013)*

Upon a motion by Commissioner Thompson, seconded by Commissioner Edwards, and carried by all members voting AYE by voice vote, the Board made a finding of consistency with the Comprehensive Plan; further, approved the substantial change request by Mark Jacobson, Bowyer-Singleton, AIPO / South Orange Properties PD/LUP, (Case #CDR-13-05-135), to the previously approved AIPO-South Orange Properties PD/LUP to convert 35 of the previously approved 350 single-family attached (townhouse) units into 35 single-family detached units; further, eliminated a previous condition limiting the maximum number of 50-foot and 55-foot wide single-family detached lots; and further, approved the resulting overall development program consisting of 585 single-family detached units; 315 single-family attached units (townhouses) and 300 multi-family units (apartments and condominiums); which constitutes a substantial change to the development on the described property; subject to conditions.

CDR-17-03-067



Subject Property
Overall PD



★ Subject Property

Future Land Use Map

FLUM: Low-Medium Density Residential (LMDR)

APPLICANT: Alexis Crespo, Waldrop Engineering

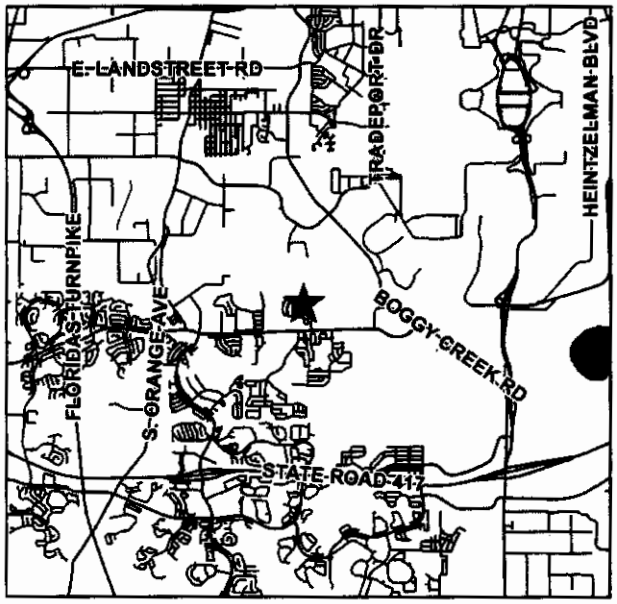
LOCATION: 3001 & 4055 East Wetherbee Road; or generally north of East Wetherbee Road, approximately one mile west of Boggy Creek Road

TRACT SIZE: 339.11 gross acres (overall PD)
247.89 gross acres (affected parcels only)

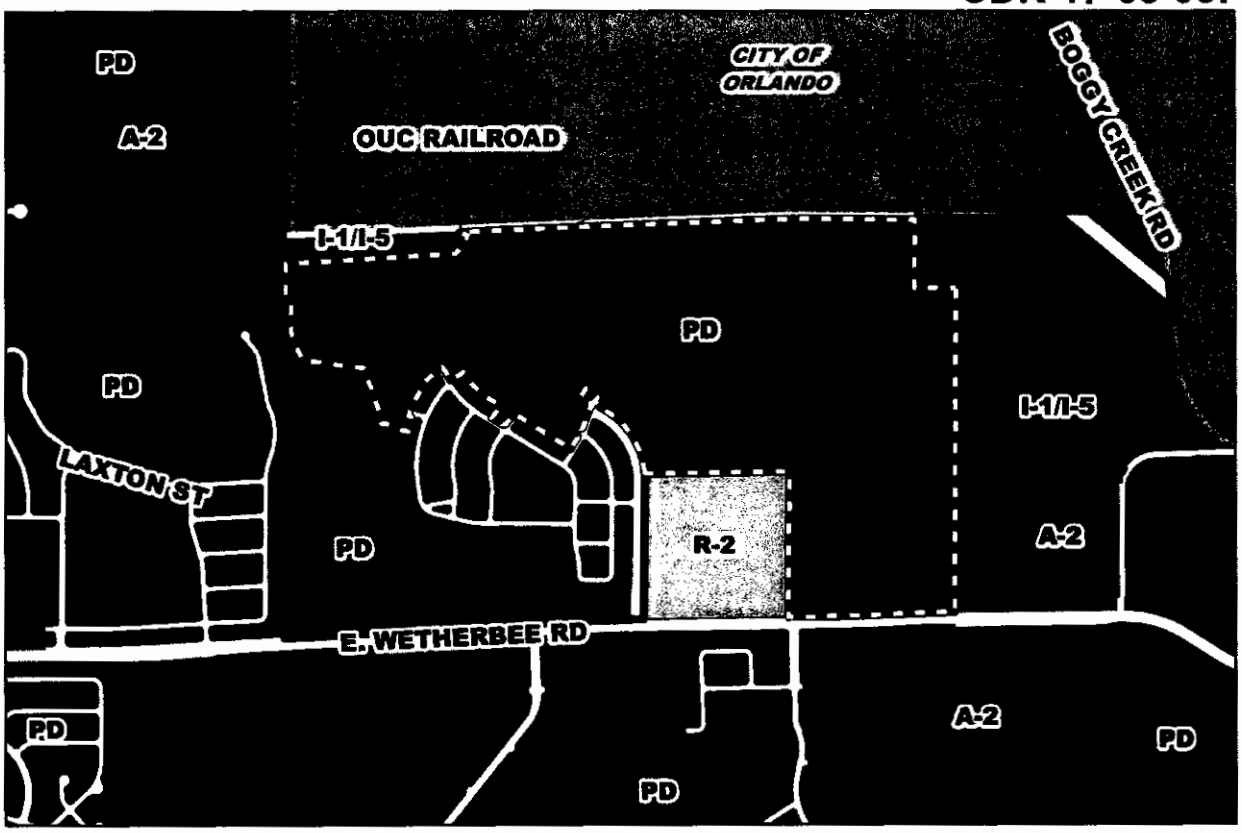
DISTRICT: # 4

S/T/R: 17/24/30, 18/24/30

1 inch = 1,250 feet



CDR-17-03-067



Subject Property
Overall PD

N
W E
S

★ Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Alexis Crespo, Waldrop Engineering

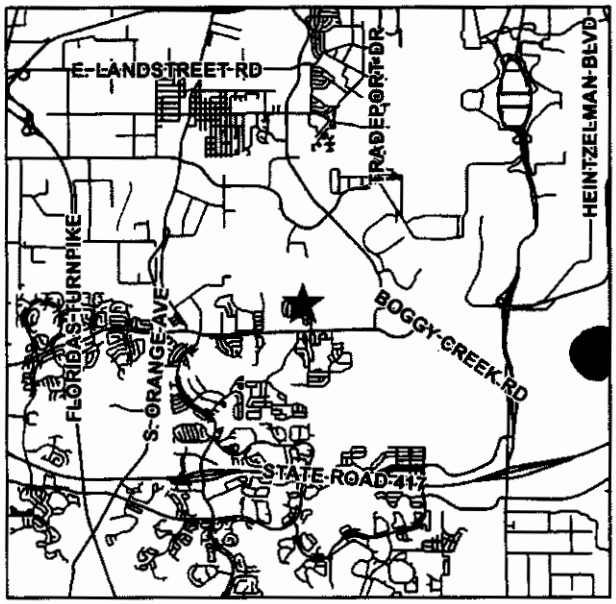
LOCATION: 3001 & 4055 East Wetherbee Road; or generally north of East Wetherbee Road, approximately one mile west of Boggy Creek Road

TRACT SIZE: 339.11 gross acres (overall PD)
247.89 gross acres (affected parcels only)

DISTRICT: # 4

S/T/R: 17/24/30, 18/24/30

1 inch = 1,250 feet



LAND USE PLAN

ORANGE COUNTY, FLORIDA

AIPO /SOUTH ORANGE PROPERTIES PLANNED DEVELOPMENT

OWNER
TAYLOR MORRISON OF FLORIDA, INC
2600 LAKE LUCIEN DR. #350
MAITLAND, FLORIDA 32751
PHONE: (407)-629-0077

PLANNER/ENGINEER
WALDROP ENGINEERING, P.A.
439 S. KELLER RD. #210
ORLANDO, FLORIDA 32810
PHONE: (407)-775-6500
CONTACT: KEVIN WHITE, P.E.

CDR - 17-03-067

MARCH 2017

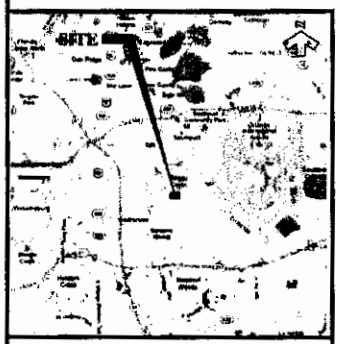
PARCEL ID. NUMBERS:

18-24-30-7268-01-191,

AFFECTED PARCELS:

17-24-30-0000-00-015, 18-24-30-7268-00-541, 18-24-30-7268-00-490

LEGAL DESCRIPTION



SITE LOCATION

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
PAGE 1	COVER SHEET - REVISED
PAGE 2	TOPOGRAPHY & FLOOD PLAN
PAGE 3	SOILS
PAGE 4	VEGETATIVE COMMUNITIES
PAGE 5	WB PLANTS
PAGE 6	FUTURE LAND USE MAP
PAGE 7	EXISTING ZONING - REVISED
PAGE 8	LAND USE PLAN
PAGE 9	PROJECT DATA SUMMARY, PERFORMANCE STANDARDS & LEGAL DESCRIPTION - REVISED
PAGE 10	BCC CONDITIONS OF APPROVAL CONTINUED

WALDROP ENGINEERING

FLORIDA

ORANGE COUNTY

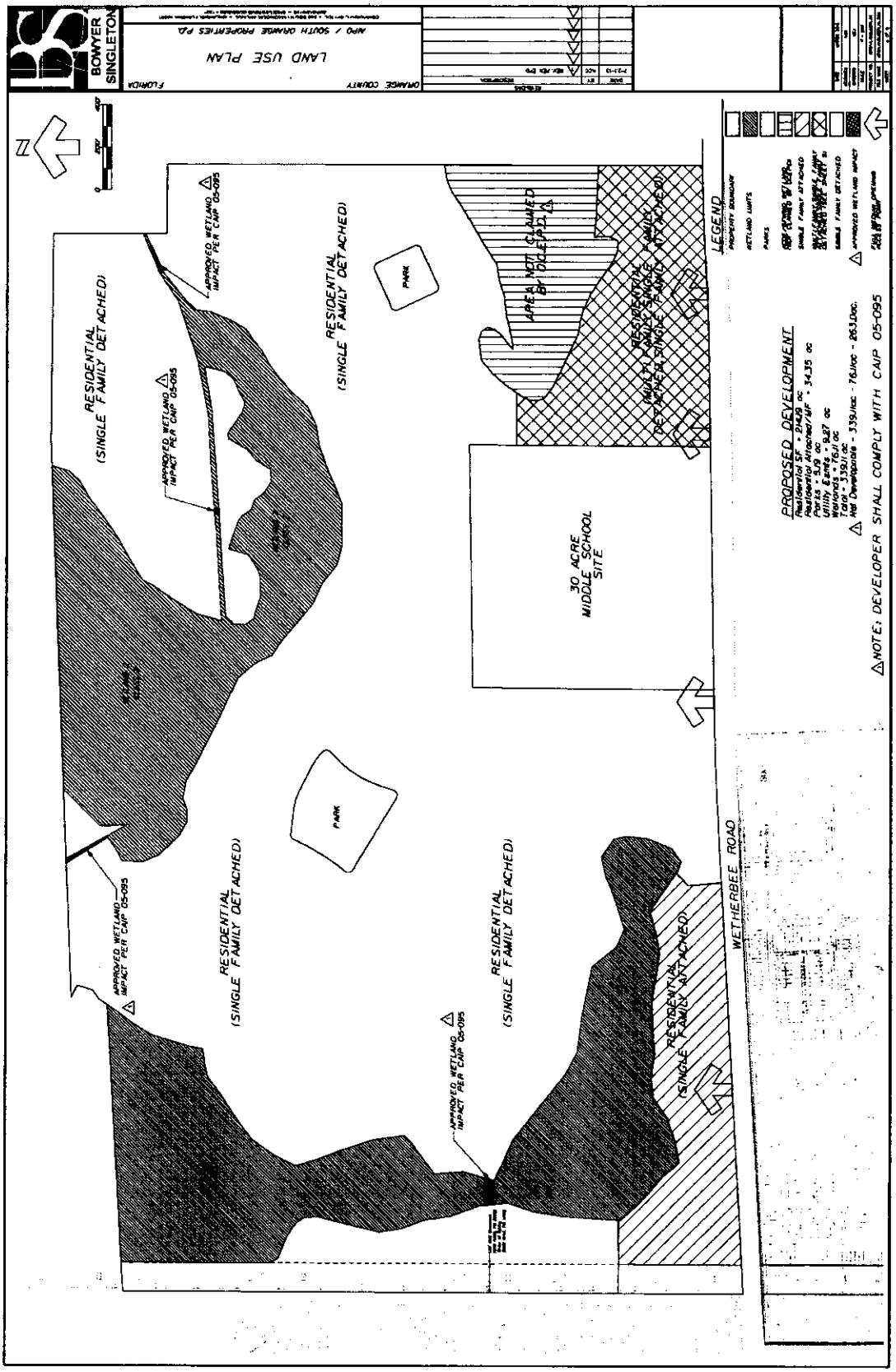
LAND USE PLAN

COVER SHEET

AIPO PD / LUP (Cover Sheet)

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: June 20, 2017

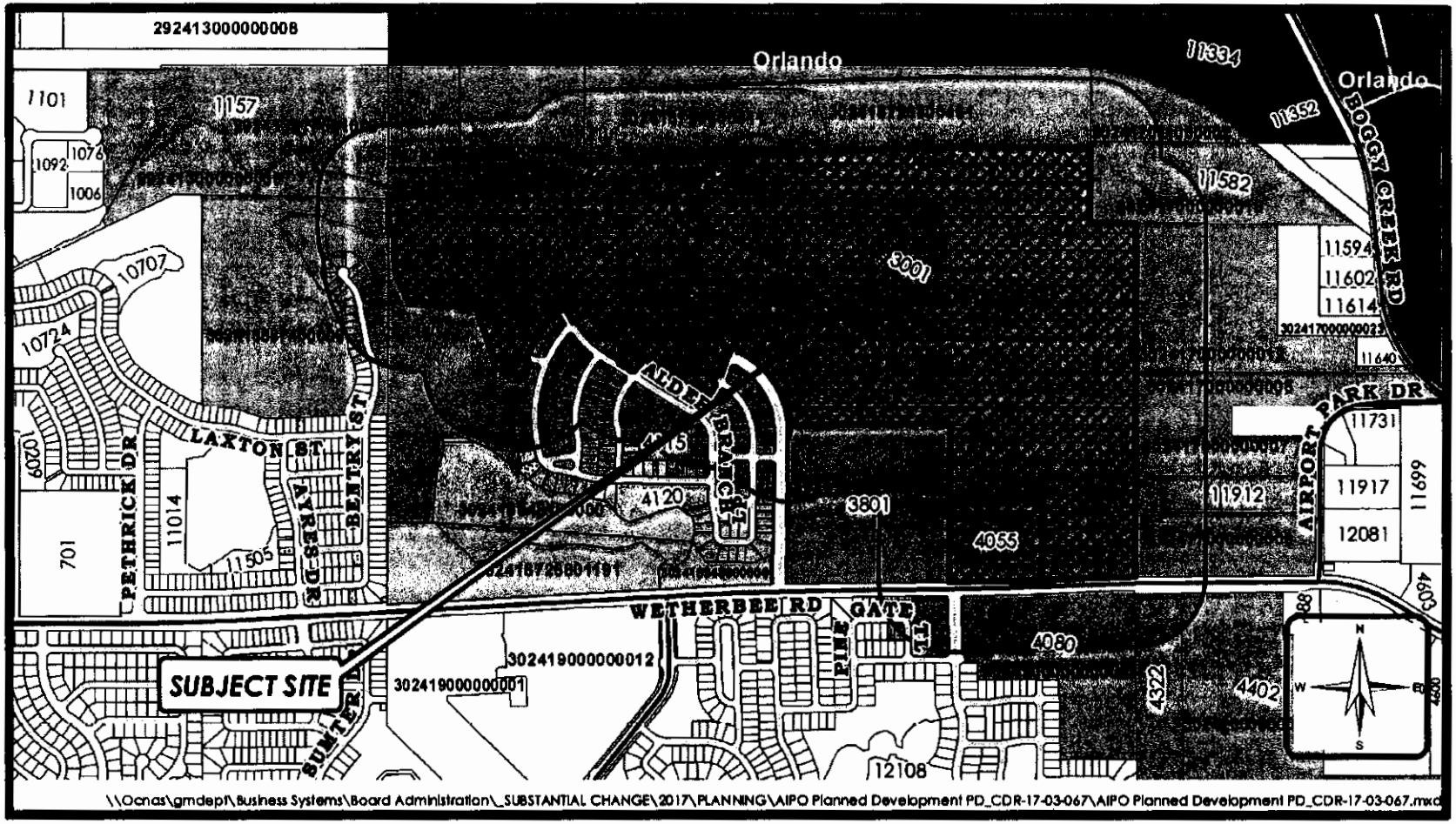
AIPO PD / LUP


LAND USE PLAN
AIPO / SOUTH ORANGE PROPERTIES PA
ORANGE COUNTY
FLORIDA
BOWYER SINGLETON
LEGEND
PROPERTY BOUNDARY
WETLAND LIMITS
PARKS
SINGLE FAMILY ATTACHED
SINGLE FAMILY DETACHED
APPROVED WETLAND IMPACT
PROPOSED DEVELOPMENT
Residential SF - 214.9 ac
Residential Attached/MF - 34.35 ac
Parks 5.09 ac
Utilities & Lakes 9.27 ac
Wetlands 76.11 ac
Total - 339.11 ac
Net Developable - 339/ac - 76/ac - 263/ac.
△NOTE; DEVELOPER SHALL COMPLY WITH CAIP 05-095
RESIDENTIAL (SINGLE FAMILY DETACHED)
RESIDENTIAL (SINGLE FAMILY ATTACHED)
AREA NOT CLAIMED BY DLE P21 △
30 ACRE MIDDLE SCHOOL SITE
PARK
APPROVED WETLAND IMPACT PER CAIP 05-095
WETHERBEE ROAD

ORANGE COUNTY GOVERNMENT
FLORIDA

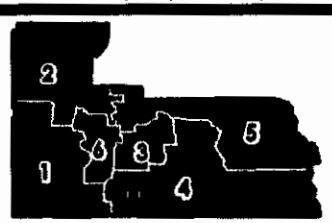
Public Notification Map

AIPO PD_CDR-17-03-067
500 FT BUFFER, 205 NOTICES



MAP LEGEND

- SUBJECT
- COURTESY SELECTION
- 500 FT BUFFER
- PARCELS
- NOTIFIED PARCELS



1 inch = 999 feet

Feet

0 1,550 3,100

Notification Map

DRC Staff Report
Orange County Planning Division
BCC Hearing Date: June 20, 2017

Interoffice Memorandum

May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Robby Moon, KPM Franklin, Inc.
Cassis Planned Development (PD)
Case # CDR-17-02-051 / District 1

The Cassis PD is located at 17509 Bali Boulevard; or generally north of Bali Boulevard and approximately 250 feet west of Avalon Road. The existing PD allows for the development of 300 timeshare units, 40,000 square feet of tourist-commercial uses, and 20,000 square feet of sales center uses.

Through this PD substantial change, the applicant is seeking to convert 300 timeshare units into 500 hotel units within PD Parcel C only, and establish / depict alternative setback, buffer, and access standards. In order to achieve the alternative standards, the applicant has also requested five (5) waivers from Orange County Code.

On May 10, 2017, the Development Review Committee (DRC) recommended approval of the request, subject to conditions. A community meeting was not required.

Finally, the required Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Cassis Planned Development / Land Use Plan (PD/LUP) dated "Received April 11, 2017", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1**

Attachments

CASE # CDR-17-02-051

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Robby Moon, KPM Franklin, Inc.
OWNER	Ad 5 Commercial, LLC
PROJECT NAME	Cassis Planned Development
PARCEL ID NUMBER	31-24-27-0000-00-006 *(affected parcel only)*
TRACT SIZE	73.00 gross acres *(overall PD)* 57.61 gross acres *(affected parcel only)*
LOCATION	17509 Bali Boulevard; or generally north of Bali Boulevard and approximately 250 feet west of Avalon Road.
REQUEST	A PD substantial change to convert 300 timeshare units into 500 hotel units within PD Parcel C only, and establish / depict alternative setback, buffer, and access standards. More specifically, the applicant has requested alternative setback and buffer criteria for side and rear property lines interior to the PD; a reduced buffer area along Bali Boulevard; and access to interior PD lots via an easement in lieu of a dedicated public street. These changes would also necessitate the following waivers from Orange County Code:

1. A waiver from Section 38-1287(2) to allow a zero foot (0') minimum side setback (from interior property lines) for buildings and pavement, in lieu of a minimum side property line setback of 30 feet.

2. A waiver from Section 38-1287(3) to allow a zero foot (0') minimum rear setback (from interior property lines) for buildings and pavement, in lieu of a minimum rear property line setback of 20 feet.

3. A waiver from Section 38-1287(4) to reduce the paving setback intended to create a buffer between paved areas and property lines along the side lot lines (interior to the PD) to zero feet (0'), in lieu of a minimum 7.5-foot paving setback for side lot lines.

4. A waiver from Section 38-1287(4) to reduce the paving setback intended to create a buffer between paved areas and property lines along Bali Boulevard (an arterial roadway) to 10 feet, in lieu of the required 25-foot paving setback from arterial roadways.

5. A waiver from Section 34-152(c) to allow access to interior PD lots via an easement, in lieu of the requirement that interior lots have access to a dedicated public street.

PUBLIC NOTIFICATION A notification area extending beyond one thousand five hundred (1,500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Ninety-nine (99) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this application.

IMPACT ANALYSIS

Special Information

The Cassis PD was originally approved November 28, 1995 and currently allows for the development of 300 timeshare units, 40,000 square feet of tourist-commercial uses, and 20,000 square feet of sales center uses.

Through this PD substantial change, the applicant is seeking to convert 300 timeshare units into 500 hotel units within PD Parcel C only, and establish / depict alternative setback, buffer, and access standards. In order to achieve the alternative standards, the applicant has also requested five (5) waivers from Orange County Code. These waivers are listed as proposed Conditions of Approval.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Growth Center - Commercial (GC-C) which indicates the subject property is outside of the Urban Service Area (USA) but is provided urban services by an adjacent jurisdiction. In this case, the subject property is located within the U.S. 192 Growth Center, which provides for a mix of tourist commercial uses and is provided potable water and wastewater from the Toho Water Authority (TWA).

Consistent with the underlying GC-C FLUM designation, the proposed Cassis PD allows for a mix of hotel and tourist commercial retail uses; therefore, a CP amendment is not required.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Environmental

Conservation Area Permits - Orange County Conservation Area Determination 93-042 and Impact Permits CAI 98-128 and CAI 07-044 have been approved. This plan shall comply with all environmental-related permit conditions of approval.

Wildlife - Development shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern.

Transportation / Concurrency

The applicant provided a trip generation matrix based on the 9th Edition of the Trip Generation Manual to support the request to convert 300 timeshare units to 500 hotel rooms; however, based on the land use conversion rates, 300 time share units can be converted to 375 hotel rooms. The proposed change will result in the following pm peak hour trip generation: 300 timeshare units will generate 225 pm peak hour trips and the equivalent 375 hotels rooms will also generate 225 pm peak hour trips, resulting in a net change of zero trips.

Conversion to 500 hotels rooms as requested will however, result in a trip generation of 300 pm peak hour trips and in a net increase of 75 trips.

Based on the concurrency management system database dated 05-01-2017, there is one failing roadway within the project impact area; Avalon Road from US 192 to Seidel Road is operating at level of service F and there are no trips available to be encumbered. Final permitting of any development on this site will be subject to review and approval under the capacity constraints of the county's Transportation Concurrency Management System and a traffic study will be required. If significant and adverse impacts are identified, the applicant will be required to mitigate deficiencies and coordinate a proportionate share agreement with the County's Road Agreement Committee (RAC) prior to obtaining an approved Capacity Encumbrance Letter (CEL) and building permit.

Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

Schools

Orange County Public Schools (OCPS) reviewed the request and determined that it will not impact public school capacity.

Parks and Recreation

Orange County Parks and Recreation staff reviewed this request, but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms
The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Development Review Committee (DRC) Recommendation – (May 10, 2017)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Cassis Planned Development / Land Use Plan (PD/LUP) dated "Received April 11, 2017", subject to the following conditions:

1. Development shall conform to the Cassis Development Planned Development / Land Use Plan (PD / LUP) dated "Received April 11, 2017," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received April 11, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to

obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. A current Phase One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal and must be approved prior to Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) approval for any streets and/or tracts anticipated to be dedicated to the County and/or to the perpetual use of the public.

7. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

8. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.

9. Length of stay shall not exceed 179 days.

10. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

11. The following waivers are granted for PD Parcel C only:

    a. A waiver from Section 38-1287(2) to allow a zero foot (0') minimum side setback (from interior property lines) for buildings and pavement, in lieu of a minimum side property line setback of 30 feet.

    b. A waiver from Section 38-1287(3) to allow a zero foot (0') minimum rear setback (from interior property lines) for buildings and pavement, in lieu of a minimum rear property line setback of 20 feet.

    c. A waiver from Section 38-1287(4) to reduce the paving setback intended to create a buffer between paved areas and property lines along the side lot lines (interior to the PD) to zero feet (0'), in lieu of a minimum 7.5-foot paving setback for side lot lines.

    d. A waiver from Section 38-1287(4) to reduce the paving setback intended to create a buffer between paved areas and property lines along Bali Boulevard (an arterial roadway) to 10 feet, in lieu of the required 25-foot paving setback from arterial roadways.

    e. A waiver from Section 34-152(c) to allow access to interior PD lots via an easement, in lieu of the requirement that interior lots have access to a dedicated public street.

12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated January 15, 2008 shall apply:

    a. In order to lessen wetland impacts, a waiver from Section 38-1287(4) is granted to reduce the required 25-foot pavement setback and allow a 10-foot pavement setback along U.S. 192.

    b. Pole sign and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5.

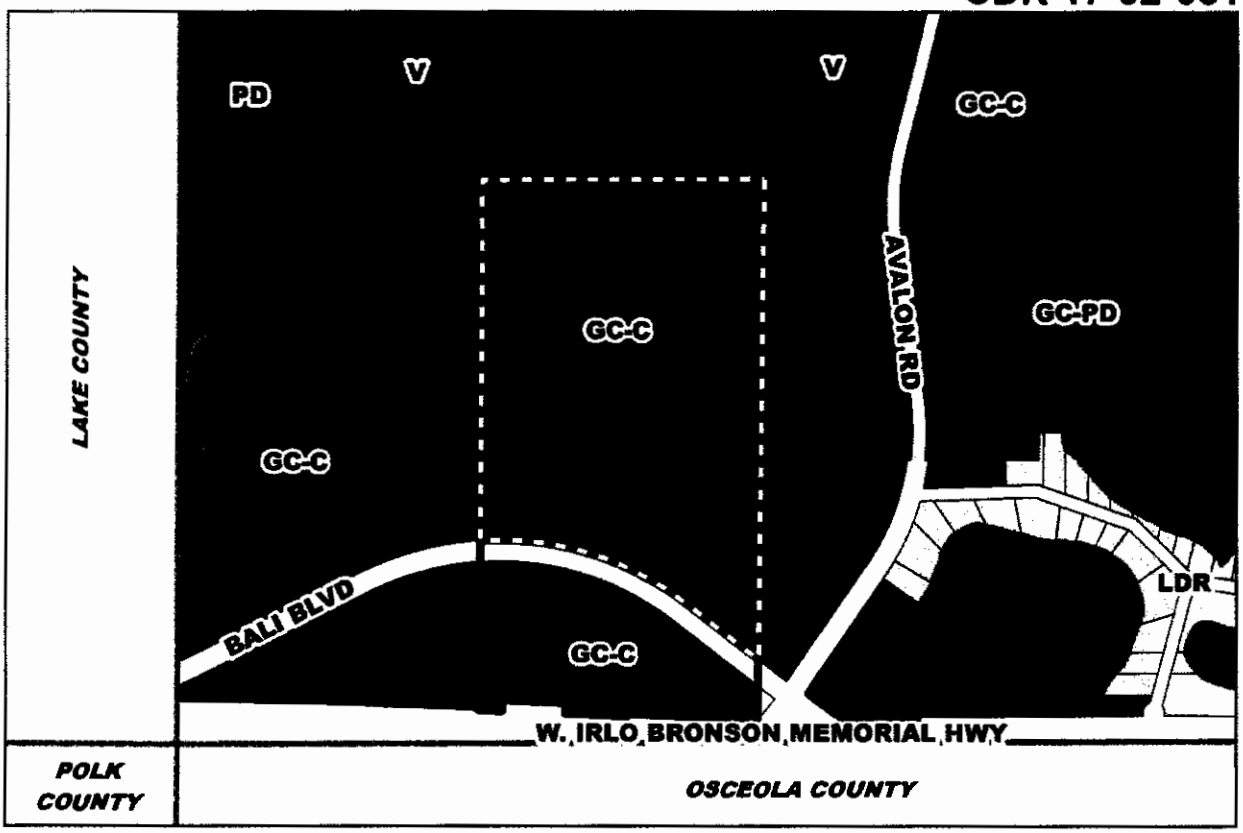
13. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated November 28, 1995 shall apply:

    a. Access locations along U.S. 192 and Bali Boulevard and possible intersection improvement requirements will be determined at development plan submittal and review.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(January 15, 2008)*

Upon a motion by Mayor Crotty, seconded by Commissioner Brummer, and carried by all members present voting AYE, Commissioner Jacobs was absent, the Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Kevin White, Hanson, Walter & Associates, Cassis Planned Development / Land Use Plan (PD/LUP), to grant a waiver from Section 38-1287(4) to reduce the required 25-foot pavement setback and allow a 10-foot pavement setback along US 192; which constitutes a substantial change to the development on the described property; subject to conditions.

CDR-17-02-051



Subject Property
Overall PD

★ Subject Property

Future Land Use Map

FLUM: Growth Center - Commercial (GC-C)

APPLICANT: Ad 5 Commercial, LLC

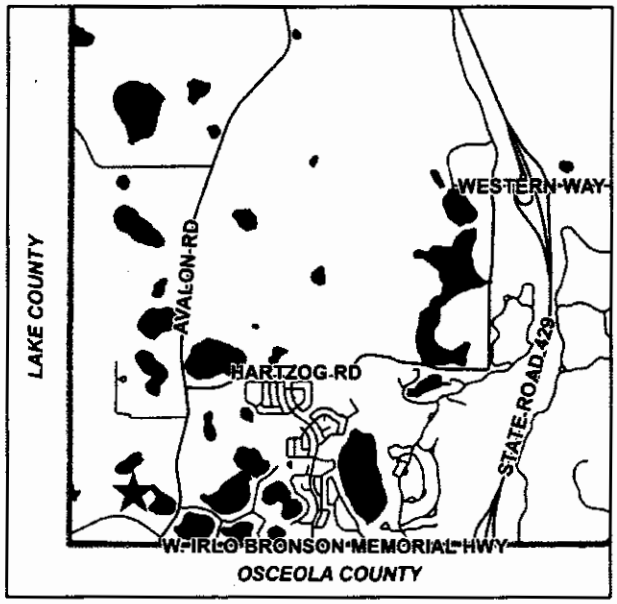
LOCATION: 17509 Bali Boulevard; or generally north of Bali Blvd and approximately 250 feet west of Avalon Road

TRACT SIZE: 73.00 gross acres (overall PD)
57.61 gross acres (affected parcel only)

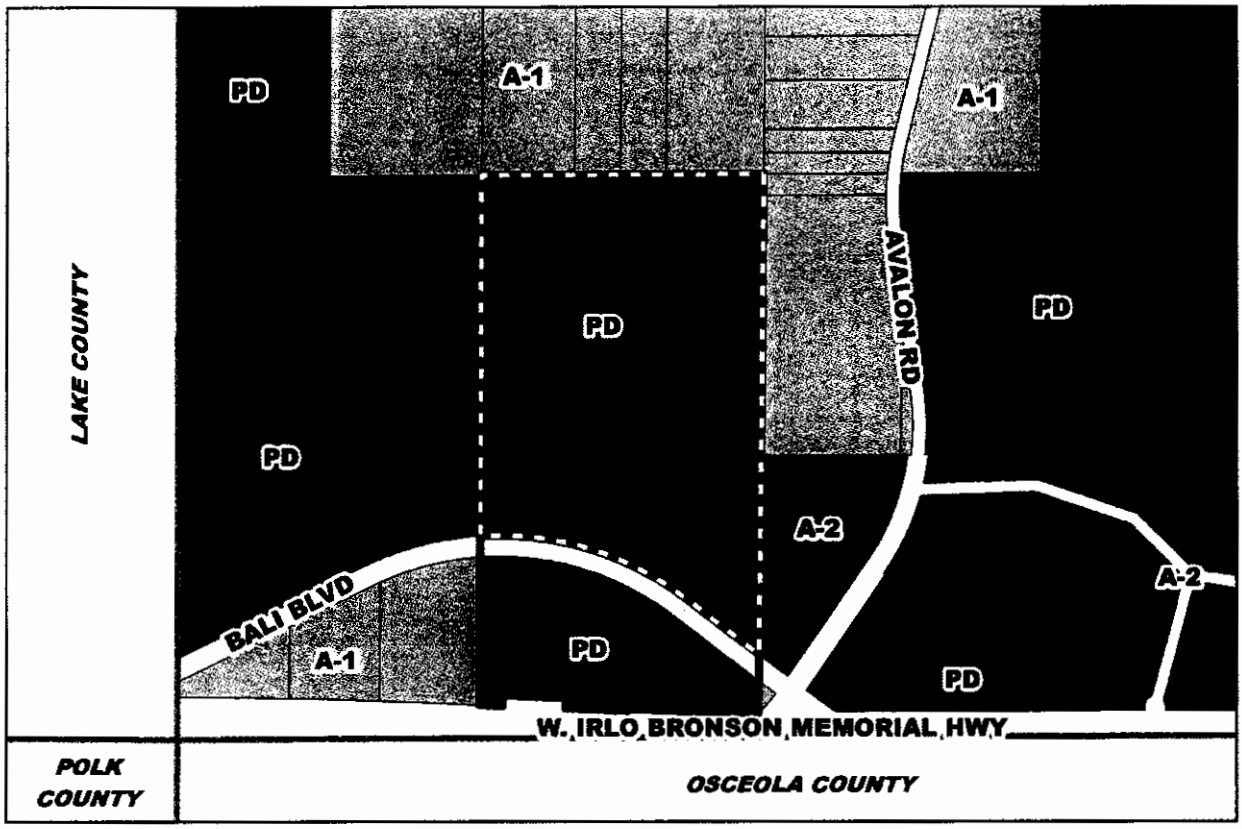
DISTRICT: # 1

S/T/R: 31/24/27

1 inch = 750 feet



CDR-17-02-051



Subject Property
Overall PD

N
W E
S

★ Subject Property

Zoning Map

ZONING: PD (Planned Development District)

APPLICANT: Ad 5 Commercial, LLC

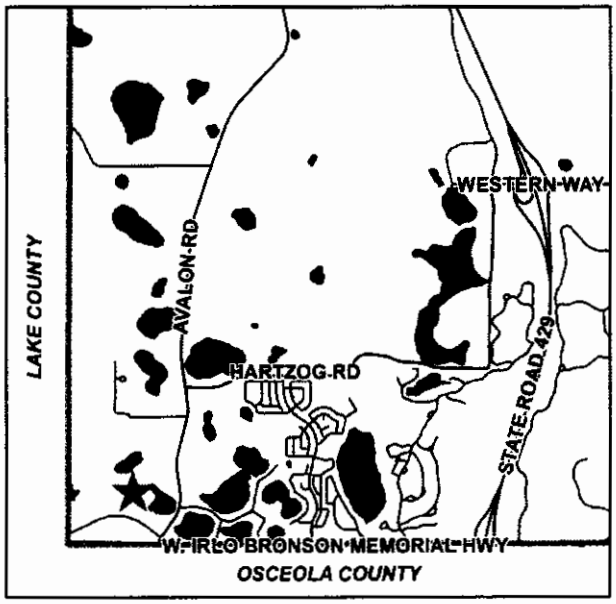
LOCATION: 17509 Bali Boulevard; or generally north of Bali Blvd and approximately 250 feet west of Avalon Road

TRACT SIZE: 73.00 gross acres (overall PD)
57.61 gross acres (affected parcel only)

DISTRICT: # 1

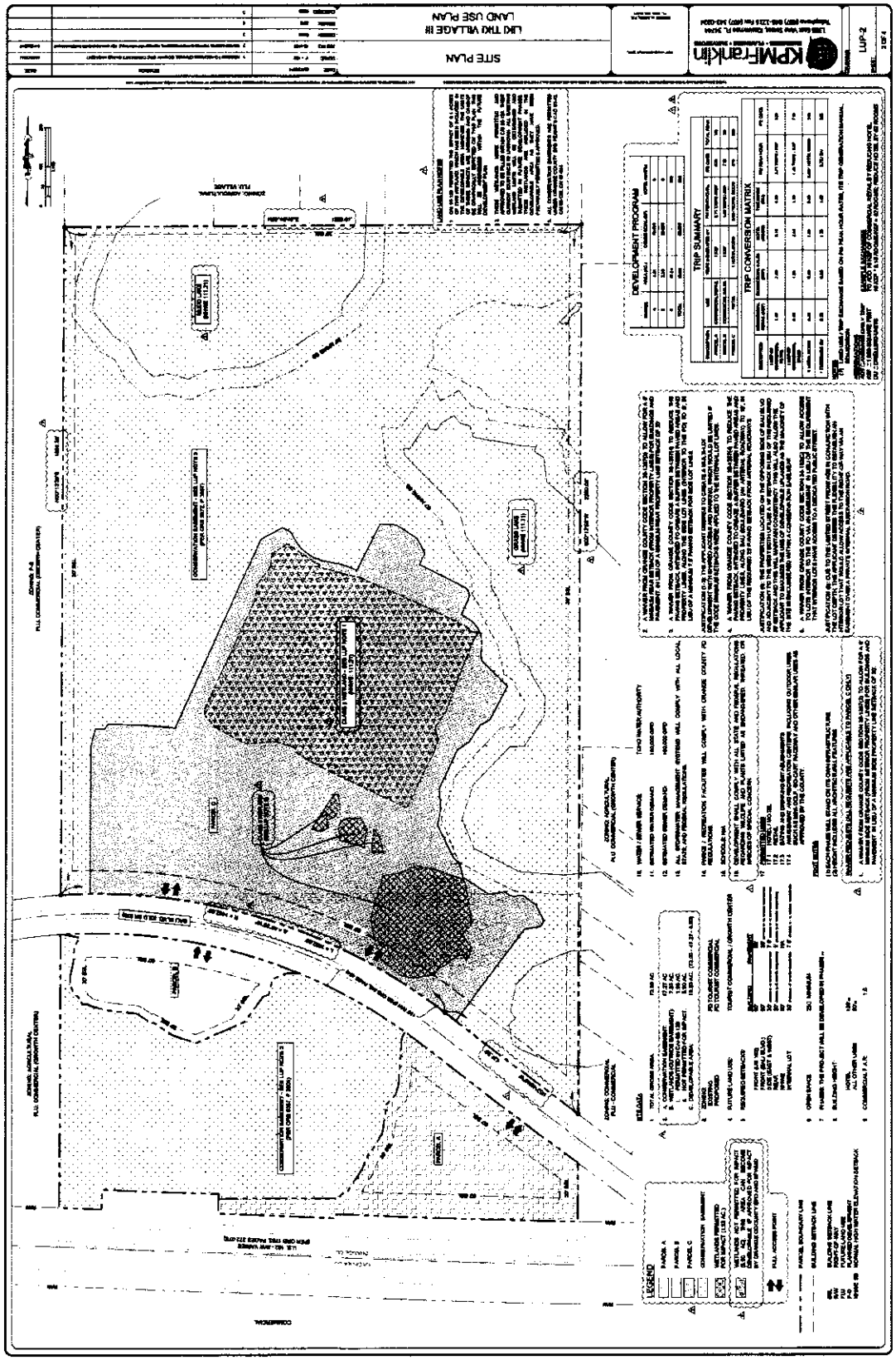
S/T/R: 31/24/27

1 inch = 750 feet

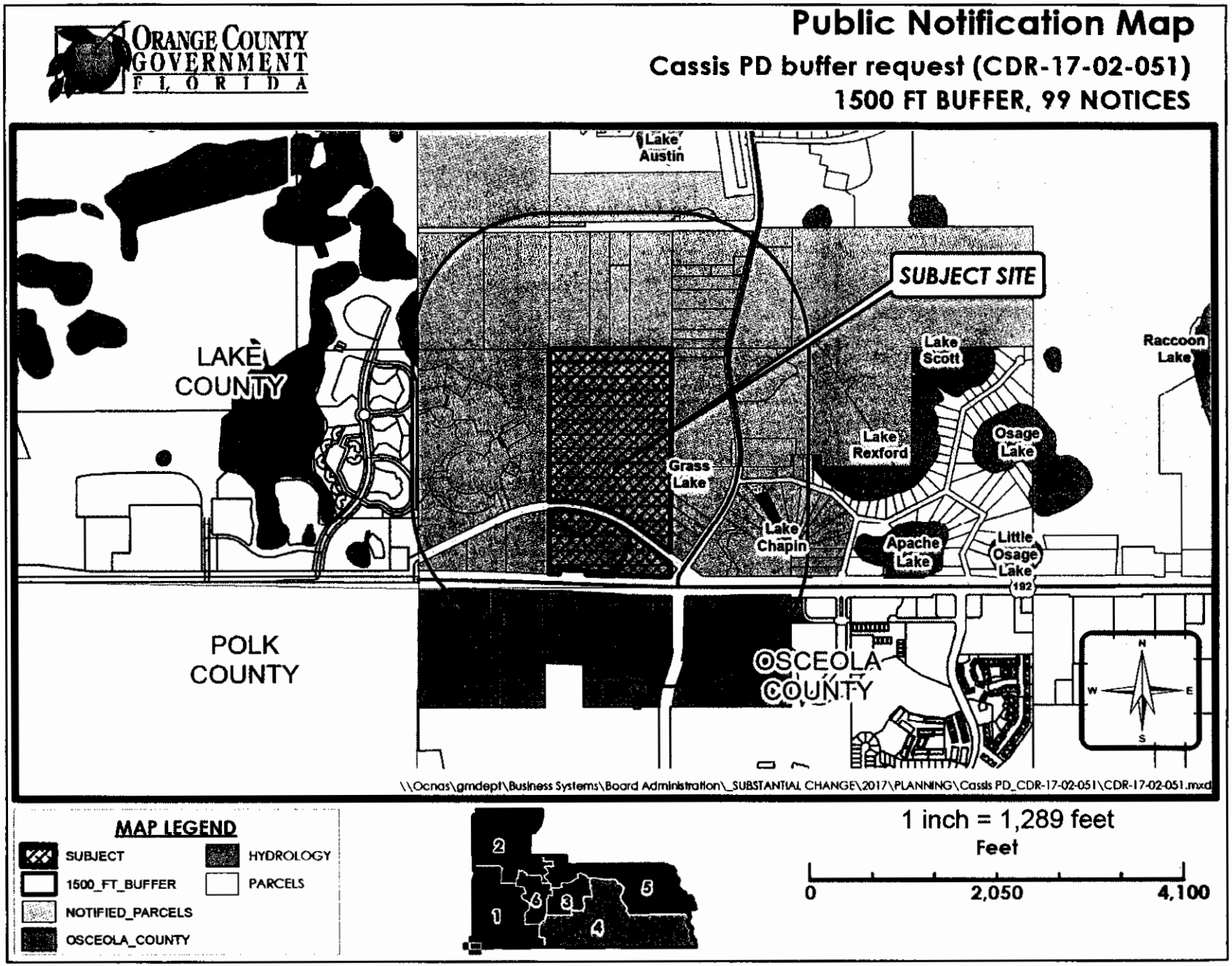


Cassis PD / LUP (*Cover Sheet*)

Cassis PD / LUP



Notification Map



Interoffice Memorandum

DATE: May 30, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Applicant: Adam Smith, VHB, Inc.
Zanzibar Property PD / Zanzibar Property Phase 1 PSP & Park Tract P-2 DP –Case # CDR-17-01-009

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 10, 2017, to recommend approval of a substantial change to the Zanzibar Property PD / Zanzibar Property Phase 1 Preliminary Subdivision Plan (PSP) / Development Plan (DP) to include the Park Tract P-2 Development Plan, update the boundary for the developer-owned land, modify the Old YMCA road section, and add hardscape details.

The request also includes the following waiver from Orange County Code:

A waiver from Orange County Code Section 38-1253(c) is requested to allow on-street parking in lieu of off-street parking for Tract P-1.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

Supporting documentation for this request can be accessed through the County's FastTrack site, located at:

https://fasttrack.ocfl.net/OnlineServices/DC_DevelopmentReviewCommittee.aspx

ACTION REQUESTED: **Make a finding of consistency with the Comprehensive Plan (CP) and approve the Zanzibar Property PD / Zanzibar Property Phase 1 Preliminary Subdivision Plan (PSP) / Development Plan (DP) dated "Received April 10, 2017", subject to the conditions listed under the DRC Recommendation in the staff report. District 1**

JVW/JS/sfv
Attachments

Case # CDR-17-01-009
Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 10, 2017, to recommend approval of a substantial change to the Zanzibar Property PD / Zanzibar Property Phase 1 Preliminary Subdivision Plan (PSP) / Development Plan (DP) to include the Park Tract P-2 Development Plan, update the boundary for the developer-owned land, modify the Old YMCA road section, and add hardscape details.

The request also includes the following waiver from Orange County Code:

A waiver from Orange County Code Section 38-1253(c) is requested to allow on-street parking in lieu of off-street parking for Tract P-1.

2. PROJECT ANALYSIS

A. Location:	North Old YMCA Road / West of CR 545
B. Parcel ID:	31-23-27-0000-00-012
C. Total Acres:	209.41 (gross)
D. Water Supply:	Orange County Utilities
E. Sewer System:	Orange County Utilities
F. Schools:	Keene's Crossing: ES Capacity 859 / Enrolled 1,002 Bridgewater MS: Capacity 1,176 / Enrolled 1,826 West Orange HS: Capacity 1,176 / Enrolled 4,340
G. School Population:	78
H. Parks:	Summerport Park - 7.4 Miles
I. Proposed Use:	133 Single-Family Units 80 Townhome Units & Park Tract
J. Site Data:	<u>Estate Rural District (Parcel 1B)</u> Maximum Building Height: 45' (3-stories) Minimum Living Area: 1,500 Square Feet Building Setbacks: 20' Front 25' Rear 10' Side 10' Porch

10' Corner / Side Street / APF Road
50' NHWE

Garden Home District (Parcel 1C)
Maximum Building Height: 45' (3-stories)
Minimum Living Area: 1,200 Square Feet
Building Setbacks:
15' Front
20' Rear
5' Side
10' Porch
10' Corner / Side Street / APF Road
50' NHWE

Townhome District: (Parcel 1D)
Single-Family Attached:
Maximum Building Height: 55' (4-stories)
Minimum Living Area: 1,000 Square Feet
Building Setbacks:
15' Front
14' Rear
0' / 7' Side
10' Porch
10' Corner / Side Street / APF Road
50' NHWE

Single-Family Detached:
Maximum Building Height: 45' (3-stories)
Minimum Living Area: 1,000 Square Feet
Building Setbacks:
15' Front
20' Rear
5' Side
10' Porch
10' Corner / Side Street
50' NHWE

K. Fire Station: 32 - 14932 East Orange Lake Boulevard

L. Transportation: This project shall comply with the terms and conditions of that certain Village H Horizon West Road Network Agreement for C.R. 545 recorded at Official Records Book/Page 10525/6172, Public Records of Orange County, Florida, as may be amended.

3. COMPREHENSIVE PLAN

The subject property is within Horizon West Village H and has underlying Future Land Use Map (FLUM) designation of Village (V). Futher, the property is designated as Estate Rural District, Garden Home District and Townhome District on the adopted Village H SAP map. The request is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development) (Zanzibar Property PD)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Zanzibar Property PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Zanzibar Property Phase 1 Preliminary Subdivision Plan & Park Tract P-2 Development Plan dated "Received April 10, 2017," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received April 10, 2017," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

6. The project shall comply with the terms and conditions of that certain Village H Horizon West Road Network Agreement for C.R. 545 recorded at Official Records Book/Page 10525/6172, Public Records of Orange County, Florida, as may be amended.

7. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.

8. A waiver from Orange County Code Section 38-1253(c) is granted to allow on-street parking in lieu of off-street parking for Tract P-1.

9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 14, 2016 shall apply:

   a. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.

   b. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.

   c. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.

   d. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.

   e. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine

maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.

f. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

g. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.

h. Prior to Certificate of Completion for the first phase of the subdivision, reconstruction of Old YMCA Road shall be substantially complete and open to traffic. Full depth reconstruction of Old YMCA Road shall be required.

i. The covenants, conditions, and restrictions (CC&Rs) shall contain notification to potential purchasers, builders or tenants of this development of the proximity of the 545 Landfill and West Orange Environmental solid waste management facilities located adjacent to the northeast of the project boundary.

j. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.

k. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

l. Prior to commencement of any earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

m. The site shall be stabilized following grubbing, clearing, earth work, or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development

does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans, a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.

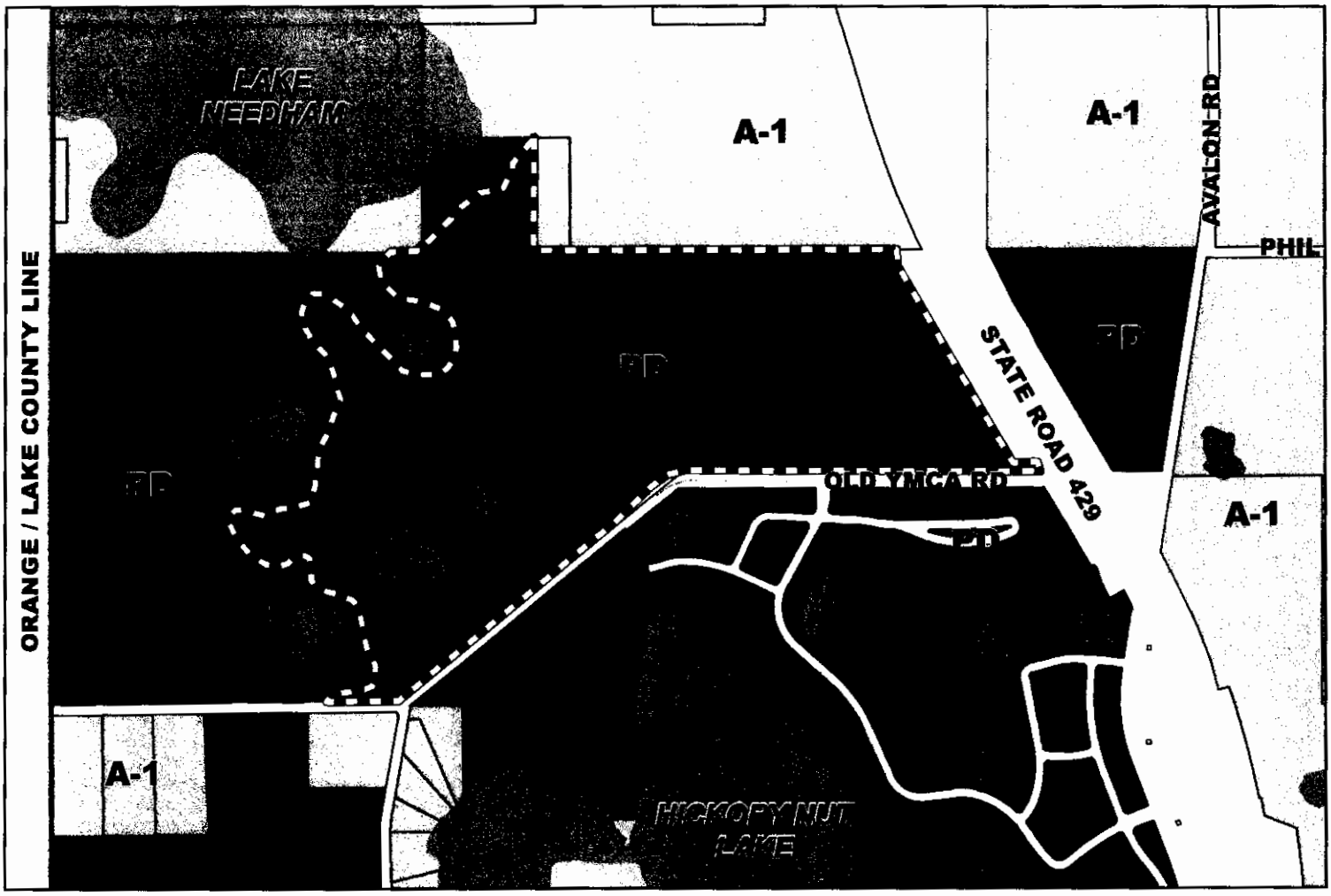
n. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division (EPD) of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.

o. All home designs/types proposed for this PSP shall be submitted to the County for setback & architectural review a minimum of 90 days prior to model home requests and/or permitting.

p. A waiver from section 34-152(c) is granted to allow lots to front a mew. Legal access to these lots shall be through a platted ingress/egress easement in lieu of 20 feet fee simple as required by code.

q. A waiver from Sec. 38-1384(g)(1) is granted to allow townhome units on ends of buildings to utilize three (3) foot setback from alley easement with an additional "on-street" parking space provided in lieu of an "off-street" space.

CDR-17-01-009



Subject Property

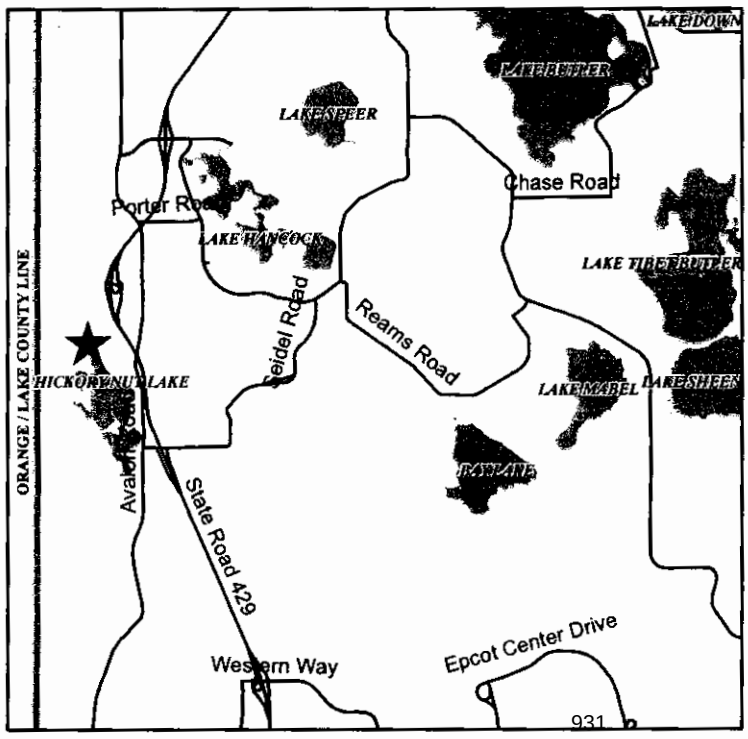
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★ Subject Property

Zoning

ZONING:	**PD (Planned Development District) (Zanzibar Property PD)**
APPLICANT:	**Adam Smith VHB, Inc.**
LOCATION:	**North of Old YMCA Road / West of State Road 429**
TRACT SIZE:	**141.57 acres**
DISTRICT:	**#1**
S/T/R:	**31/23/27**

1 inch = 1,000 feet





vhb 225 East Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

Zanzibar PD

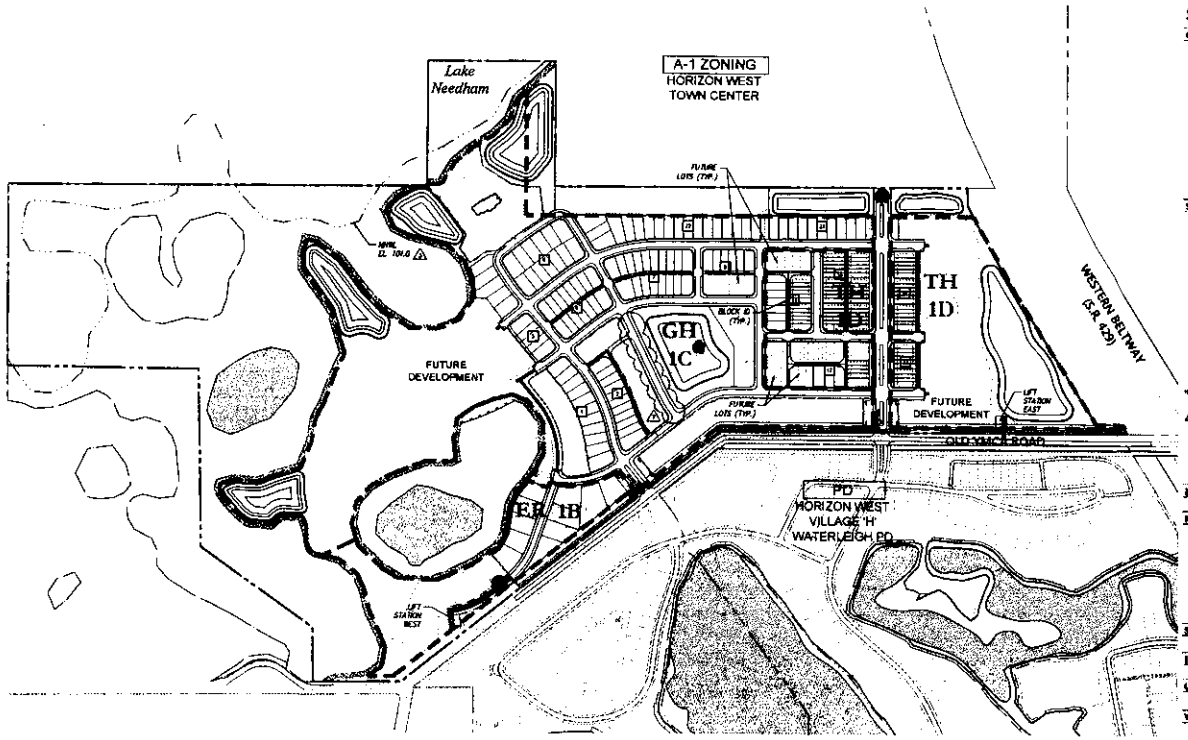
Location Map

December 2015

Figure 1

0 2,500 5,000 Feet

N



GENERAL SITE DATA:

GENERAL:

ZONING	PD
TOTAL NUMBER OF UNITS (PD PARCELS 1B, 1C, 1D)	261 (see note 1 on Master Plan)
PROPOSED DENSITY	2.13
TOTAL GROSS ACRES	122.61 Ac. ⚠
OFF-SITE ROADWAYS FLEX ACRES	1.66 Ac
LAKE NEEDHAM ACRES	11.21 Ac
FUTURE DEVELOPMENT ACRES	12.10 Ac
TOTAL BUILDABLE UPLAND ACRES	91.12 Ac
TOTAL WETLAND ACRES (PRESERVED)	11.68 Ac
IMPACTED WETLAND ACRES	0.79 Ac
TOTAL DEVELOPABLE ACRES	79.65 Ac
RIGHT-OF-WAY ACRES	3.98 Ac
TOTAL STORMWATER PROVIDED	7.47 Ac (see Grading plans or Drainage)
PROVIDED PUBLIC PARK/OPEN SPACE	3.76 Ac
API RIGHT-OF-WAY ACRES	5.81 Ac
NET DEVELOPABLE ACRES	67.91 Ac
NET DENSITY	3.85 Units/Ac ⚠

SITE / LOT DATA:

	Parcel 1B (Horizon West Gateway)	Parcel 1C (Gateway Village 'H' Phase)	Parcel 1D (Townhome Parcel)
PRODUCT TYPE	SINGLE FAMILY	SINGLE FAMILY	Multi-family & SINGLE FAMILY
⚠ NUMBER OF UNITS	10	112	99
MAX BUILDING HEIGHT	45 (3 STORIES)	35' (3 STORIES)	35' (3 STORIES)
MIN. LOT WIDTH @ ROADWAY	30 (6)	30'	20'
MIN. LOT DEPTH (PROVIDED)	100' (5)	100' (5)	100' (5)
MIN. LOT AREA	3600 S.F. (5)	3600 S.F. (5)	1800 S.F. (5)
MAX. LOT COVERAGE	60% (6)	60% (6)	80% (6)
SETBACKS:			
FRONT	15' (1)	15' (1)	10' (1)
REAR	20' (2)	20' (2)	20' (2)
SIDE	10'	5'	0'
CORNER	15' (1)	15' (1)	10' (1)
GARAGE FRONT SETBACK	30' (4)	30' (4)	30' (4)
MAXIMUM BUILDING SIZE (SF)	6000' (6)	7'	7'
MINIMUM BUILDING SEPARATION	10'	10'	10'

NOTES:
1. ALLOWED METHODOLOGY FOR LOT COVERAGE.
2. ON LOTS WITH FIRST FLOOR FINISH FLOOR MORE THAN 3 FEET ABOVE THE ROAD CROWN, A MINIMUM OF ONE (1) FOOT FROM THE END OF THE DRIVEWAY TO THE SIDE LOT LINE SHALL BE PROVIDED.
3. MINIMUM LOT WIDTH FOR LOTS WITH ALLEY IS 16'.
4. GARAGE DOORS ARE TO BE SETBACK A MINIMUM DISTANCE EQUAL TO THE DEPTH OF THE DRIVEWAY, EXCEPT FOR SIDE LOAD GARAGES.
5. SEE MASTER PLAN FOR ADDITIONAL INFORMATION.
6. MAXIMUM BUILDING COVERAGE SHALL APPLY TO CONVENTIONAL LOTS AND PUBLIC ROADWAY PRODUCT ONLY. LOTS WITH ZERO LOT LINE ARCHITECTURE, ADDITIONAL BUILDING AREA, AND TOWNHOME PRODUCT SHALL APPLY TO THE OVERALL PARCEL AREA. SEE MASTER PLAN FOR MAXIMUM BUILDING COVERAGE PER PARCEL.
7. MEDIA POSITION SHALL COMPLY WITH SECTION 32-193(B).
8. A MINIMUM 5 FOOT BE SETBACK IS REQUIRED OF SPLITTING THE SIDE WALL OF THE UNIT FROM THE PROPERTY LINE. THE UNIT MAY BE SPLIT AT THE SIDE SETBACK LINE IF THE SIDE SETBACK IS MAINTAINED AT THE END OF THE UNIT. A MINIMUM OF ONE (1) FOOT FROM THE SIDE PROPERTY LINE.
9. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, CHIMNEYS, AND OTHER ARCHITECTURAL FEATURES ARE PERMITTED TO ENCROACH INTO THE SETBACK AREA AS DEFINED IN THE ARCHITECTURAL GUIDELINES.

PHASING:

THIS PROJECT WILL BE DEVELOPED IN ONE (1) PHASE SUBJECT TO AVAILABILITY OF WATER AND WASTEWATER PLANT CAPACITY.

MISCELLANEOUS:

POTABLE WATER SERVICE	ORANGE COUNTY UTILITIES
WASTEWATER SERVICE	ORANGE COUNTY UTILITIES
ELECTRIC SERVICE	DUKE ENERGY
FIRE PROTECTION	ORANGE COUNTY
SCHOOL AGE POPULATION	78 (213 UNITS)
AVERAGE DAILY TRAFFIC	2139 (213 UNITS x 10)
P.M. PEAK HOUR TRIPS	195 (123 UNITS x 0.951 = 117 (Single Family); 90 UNITS x 0.268 = 24 (Townhomes))

SIGNAGE:

SIGNAGE SHALL COMPLY WITH CHAPTER 31.5 OF THE ORANGE COUNTY CODE OF ORDINANCES, AS IN EFFECT AT THE TIME SIGNS ARE PERMITTED.

LIGHTING:

LIGHTING SHALL COMPLY WITH ARTICLE XV OF THE ORANGE COUNTY CODE.

GARBAGE PICK-UP:

FRONT LOADING SINGLE FAMILY UNITS TO BE PICKED UP AT FRONT CURB. ALL REAR LOADED UNITS TO BE PICKED UP IN REAR ALLEY.

WETLANDS:

1. CONSERVATION AREA DETERMINATION (CAD) #1 WAS APPROVED BY THE ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION (EPD) ON DECEMBER 19, 2006.
2. CAD #1 TO BE VALID FOR A PERIOD OF FIVE YEARS FROM THE DATE OF APPROVAL.
3. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF A PERMIT FOR THE CONSTRUCTION OF ANY STRUCTURE OR IMPROVEMENTS IN WETLANDS OR THEIR BUFFERS. ANY ALTERATION OF WETLANDS OR THEIR BUFFERS MUST BE SUBMITTED TO THE ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION (EPD) FOR REVIEW AND APPROVAL PRIOR TO ANY ALTERATION OCCURRING. THIS INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION OF STORMWATER FACILITIES, GRADING, FILLING, DREDGING, VEGETATION REMOVAL, WALLS, OR PIERS. ANY ENCROACHMENT INTO THE WETLAND OR WETLAND BUFFER MAY REQUIRE MITIGATION.
4. THE WETLAND AREA OR VEGETATION ABUTTING THE WETLAND BOUNDARY SHALL NOT BE CLEARED, GRADED, FILLED OR ALTERED IN ANY WAY UNLESS AUTHORIZED BY THE ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION (EPD). THIS RESTRICTION INCLUDES REMOVAL OF VEGETATION, INSTALLATION OF IRRIGATION SYSTEMS, AND MOWING. THE WETLAND AREA OR VEGETATION ABUTTING THE WETLAND BOUNDARY SHALL BE PROTECTED BY A CONSERVATION EASEMENT.
5. ALL WETLAND AREAS AND THEIR BUFFERS SHALL BE PROTECTED BY CONSERVATION EASEMENTS. THE CONSERVATION EASEMENTS SHALL BE DEDICATED TO ORANGE COUNTY AND SHALL BE RECORDED PRIOR TO OR CONCURRENT WITH THE RECORDING OF THE PLAT OR FINAL DEVELOPMENT PLAN.
6. ALL WETLAND AREAS AND THEIR BUFFERS SHALL BE PROTECTED BY CONSERVATION EASEMENTS. THE CONSERVATION EASEMENTS SHALL BE DEDICATED TO ORANGE COUNTY AND SHALL BE RECORDED PRIOR TO OR CONCURRENT WITH THE RECORDING OF THE PLAT OR FINAL DEVELOPMENT PLAN.

FIRE:

1. FIRE HYDRANTS SHALL BE INSTALLED SO THAT THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS IN THE ORANGE COUNTY SUBDIVISION REGULATIONS.
2. FIRE ACCESS SHALL BE FROM THE FRONT OF THE PROPOSED DWELLING UNITS. ALLEYS HAVE NOT BEEN DESIGNED FOR FIRE ACCESS. ACCESS SHALL BE IN ACCORDANCE WITH CHAPTER 18 NFPA 1, 2006 EDITION.
3. NEEDED FIRE FLOW FOR SINGLE FAMILY DWELLINGS SHALL BE AS FOLLOWS: HOMES 3,600 SQUARE FEET OR LESS 1,000 GPM. HOMES EXCEEDING 3,600 SQUARE FEET SHALL PROVIDE FIRE FLOW IN ACCORDANCE WITH TABLE 18.4.5.1.2 OF NFPA 1 (FFPC 2018). REDUCTION OF FIRE FLOW MAY BE PERMITTED IF DWELLING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM OR SEPARATED FROM OTHER STRUCTURES BY AT LEAST 30 FEET, BUT IN NO CASE SHALL THE FLOW BE LESS THAN 500 GPM PER 18.4.5 NFPA1, 2003 EDITION (FFPC 2018 EDITION).
4. ANY COMMERCIAL STRUCTURE OR RESIDENTIAL BUILDING OF THREE OR MORE STORIES MAY BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM OR OTHER FIRE PROTECTION AS REQUIRED UPON THE BUILDING CONSTRUCTION TYPE, OCCUPANCY CLASSIFICATION, AND ADDITIONAL BUILDING ON-SITE CODE REQUIREMENTS.

LANDSCAPE:

1. PLANT MATERIALS SHALL BE PROVIDED IN ACCORDANCE WITH APPROVED LANDSCAPE PLANS IN CONFORMANCE WITH CONDITIONS IN ADDITION TO BE IN ACCORDANCE WITH ORANGE COUNTY ZONING AND LDC WHICH PLANNED DEVELOPMENT DISTRICT VARIATION IS VALID IN ANY CASE OF CONFLICT.
2. ALL LANDSCAPE SHALL BE PER SECTION 24-4 & 24-5 OF ALL ORDINANCES.

OWNERSHIP/MAINTENANCE:

ROADWAYS	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
ALLEYS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION
STORMWATER TRACTS	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY WITH THE EXCEPTION OF ANY PRIVATE STORMWATER FACILITIES WHICH ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION
POND EASEMENTS	PRIVATE	TO BE OWNED AND MAINTAINED BY THE DEVELOPER UNTIL PLATTED WITH FUTURE PHASES
DRAINAGE EASEMENTS	PUBLIC	TO BE DEDICATED TO ORANGE COUNTY
UTILITY EASEMENTS	PUBLIC	TO BE DEDICATED TO ORANGE COUNTY
GRANNY NOOK REQUIRED WATER & WASTEWATER LINES	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES
LIFT STATION TRACTS	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES
PARK TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
OPEN SPACE TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
7' SIDEWALK	PUBLIC	TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
10' MULTI-USE PATHS	PUBLIC	TO BE OWNED BY ORANGE COUNTY AND MAINTAINED BY THE HOA
WETLAND & BUFFER CONSERVATION AREAS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION WITH MAINTENANCE RIGHTS TO HOMEOWNER'S ASSOCIATION
ENVIRONMENTAL SWALE EASEMENTS	PRIVATE	TO BE OWNED AND MAINTAINED BY LOT OWNER WITH MAINTENANCE RIGHTS TO HOMEOWNER'S ASSOCIATION
LANDSCAPE WALL TRACTS	PRIVATE	TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION

Block Size Chart

Block ID *	Perimeter (ft.)
1	1,667
2	1,281
3	734
4	1,118
5	1,212
7	1,288
9	978
11	1,291
14	1,304
16	1,109
17	1,563
21	948
22	2,184
23	1,317
Maximum Average	± 2,840
Minimum Average	1,270

Maximum average block perimeter per Sec. 38-1384 (b)(4).

* Block IDs 6, 8, 10, 12, 13, 15 and 18-20 no longer in use.

Phase 1 Lot Size Chart

Parcel #	Type	Min. Area Required (Sq. Ft.)	Avg. Lot Area Provided (Sq. Ft.) ⚠	Lot Count
Parcel 1B	Estate Rural District	14,520 +	14,768	10
Parcel 1C	Garden Home District	4,800 LOTS ≤ 40'	5,638	112
		5,500 LOTS > 40'	6,997	
Parcel 1D	Townhome District	1,800	3,230	99

⚠ BASED UPON WAIVER GRANTED WITH POLAND LIVE PLAN

Phase 1 Unit Count Table

Lot Size	Unit Count
60'	10
50'	12
50.1'	48
60'	62
TH	99
Total	323

Trip Allocation Chart

Parcel #	Units	Unit Type	Trip Factor	Trips
Phase 1				
Parcel 1B	10	Single Family	1.01	10
Parcel 1C	112	Single Family	1.01	113
Parcel 1D	11	Single Family	1.01	11
	88	Townhome	0.52	42
Total				176

Open Space Table

Open Space #	Acres
OS-1	0.17
OS-2	0.13
OS-3	0.11
OS-4	0.10
OS-5	0.18
OS-6	0.10
OS-7	0.11
OS-8	0.10
OS-9	3.50
OS-10	0.08
OS-11	0.11
OS-12	0.38
OS-13	0.08
OS-15	0.09
OS-16	0.04
Total	5.40 Acres

APF CALCULATIONS:

TOTAL REQUIRED APF = 1.6 Ac. PER 1.0 Ac. OF NET DEVELOPABLE ACRES

NET DEVELOPABLE ACRES	APF REQUIRED	APF SUM PROVIDED	APF STORMWATER PROVIDED	SURPLUS (Ac.)
42.69	5.65	4.80	1.45	0.60

PUBLIC OPEN SPACE CALCULATIONS:

TOTAL DEVELOPABLE ACRES	REQUIRED (2% OF TOTAL ACRES)	TOTAL PARK TRACTS PROVIDED	GROUP A	GROUP B	GROUP C	GROUP D
20.69	0.41	P-1 (0.47 Ac. ⚠)				
		P-2 (3.77 Ac. ⚠)				
		OS-11 (0.11 Ac.)				
		SUB-TOTAL: 4.35 Ac.				
		OS-14: 0.10				
		TOTAL: 4.45				

TOTAL RECREATION ACRES REQUIRED PER ORANGE COUNTY ZONING SEC. 38-1351
REQUIRED 5 Ac. / 1000 POPULATION
2.0 Ac. /1000 Population (PD with a 3.1 Persons/Unit) = 664.2 Population
0.0026 x 1,005.5 = 1.65 Ac.

0.50 Required Active Recreation
0.50 Provided Active Recreation (Phase 1):
0.50 Tot Lot
0.74 Misc. Field with Swale Grade

1.59 Ac. is required for Phase 1 (Parcels P-1 & OS-13 to serve Tot Lot/Misc. & other recreation uses)

NOTES: 1. PHASE SHALL BE OPEN TO THE PUBLIC
2. SURPLUS PARK ACREAGE MAY BE APPLIED TO FUTURE PRELIMINARY SUBDIVISION PLANS WITHIN THE PD
3. 4.76 ADDITIONAL ENACTIVE WAS BEEN REQUIRED TO ACCOUNT FOR 50% OF THE REQUIRED PUBLIC OPEN SPACE, AND HAVE NEVER BEEN INCLUDED AS REQUIRED
4. PARK TRACT P-2 WILL NOT BE COMPLETE UNTIL PHASE 2 DEVELOPMENT

PREVIOUSLY REQUESTED WAIVERS

1. A WAIVER FROM 34-122 (c) (8) BEING REQUESTED TO ALLOW LOTS TO FRONT AN OPEN SPACE. LEGAL ACCESS TO THESE LOTS SHALL BE THROUGH A PLATTED INGRESS/EGRESS EASEMENT IN LIEU OF 20 FEET FEE SIMPLE AS REQUIRED BY CODE
2. WAIVER FROM SEC. 38-1384(b)(1) TO ALLOW TOWNHOME UNITS ON ENDS OF BUILDINGS TO UTILIZE THREE (3) FOOT SETBACK FROM ALLEY EASEMENT WITH AN ADDITIONAL "ON-STREET" PARKING SPACE PROVIDED IN LIEU OF AN "OFF-STREET" SPACE.

⚠ TOWNHOME OPEN SPACE CALCULATIONS:

TH DEVELOPMENT ACRES	REQUIRED (17.5% OPEN SPACE ACRES)	OPEN SPACE TRACTS PROVIDED	
5.10	0.89	Required Public Open Space	0.39 Ac.
		OS-1	0.17 Ac.
		OS-2	0.13 Ac.
		OS-7	0.11 Ac.
		OS-8	0.10 Ac.
		OS-16	0.04 Ac.
		PROVIDED	1.37 Ac.

vhb.com
vhb
225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

Legend

- PROJECT BOUNDARY
- DISTRICT BOUNDARY
- PHASE BOUNDARY
- PRESERVED WETLAND/ TDR SENDING AREA
- WETLAND TO BE REMOVED
- UPLAND BUFFER/ CONSERVATION EASEMENT
- Property (Land Use) ADJACENT ZONING / ADJACENT FUTURE LAND USE
- 1 BLOCK ID

N

300 0 300 600
SCALE IN FEET

Zanzibar PD - Phase 1
Horizon West Village H

Orange County, Florida

No.	Revision	Date	Approved
7	Revised per County comments	04/07/2017	
6	Change Determination	01/13/2017	
5	Change Determination	10/12/2016	
4	Revised per County comments	05/19/2016	
3	Revised per County comments	12/11/2015	
2	Revised per County comments	11/06/2015	
1	Revised per County comments	09/29/2015	

Designed by: RAS | Checked by: RAS | Scale: 1" = 300'

Issued for: Preliminary Subdivision Plan | July 8, 2015

Vertical Datum NAVD88

Drawing Title: Master Site Plan

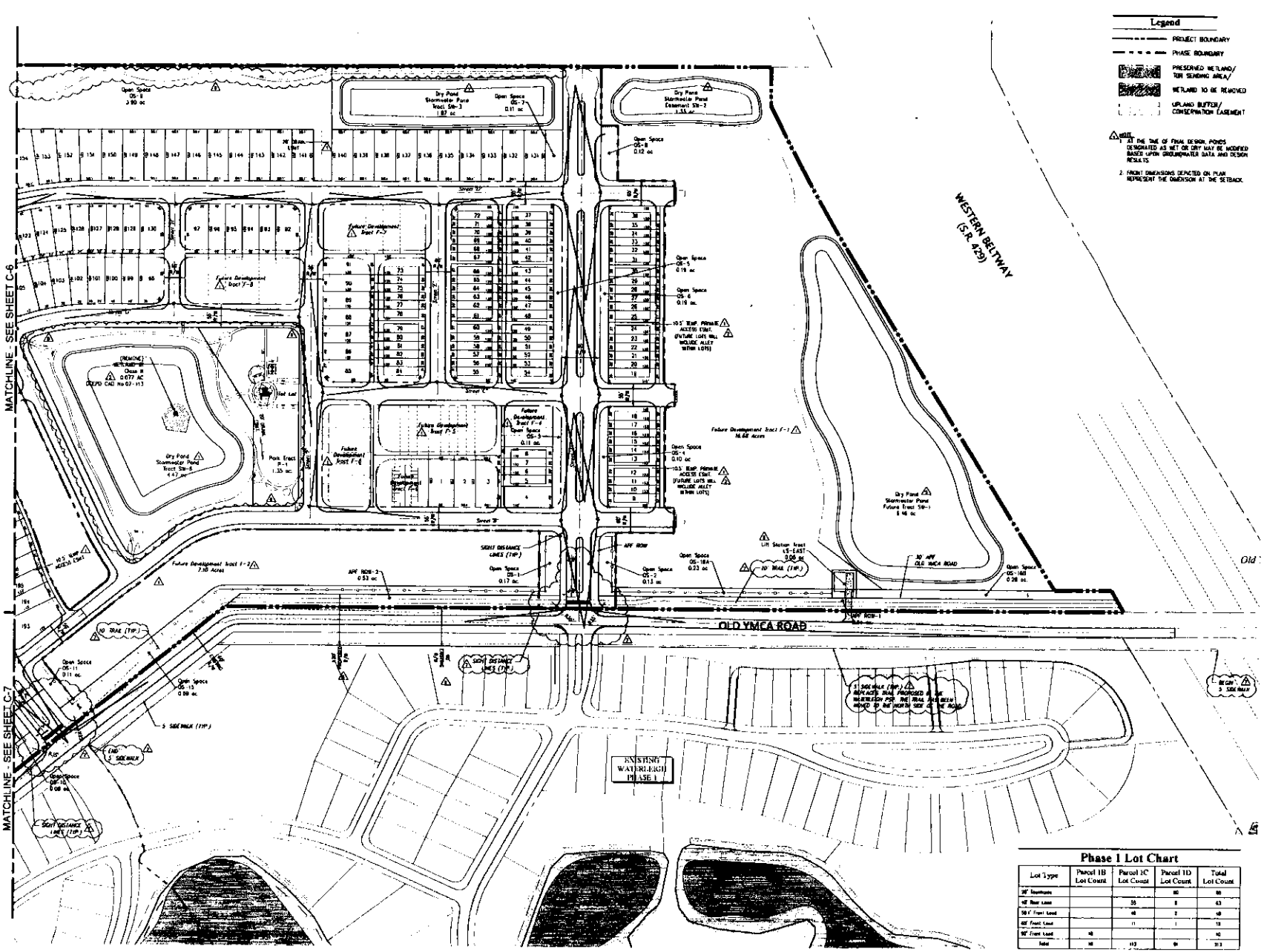
⚠ C-4

Sheet of

Project Number: 62262.00

62262.00 PSP MSP.DWG

933



Legend

- PROJECT BOUNDARY
- PHASE BOUNDARY
- PRESERVED WETLAND/ TDR SENDING AREA/
- WETLAND TO BE REMOVED
- UPLAND BUFFER/ CONSERVATION EASEMENT

NOTE:
1. AT THE TIME OF FINAL DESIGN, PONDS DESIGNATED AS WET OR DRY MAY BE MODIFIED BASED UPON GROUNDWATER DATA AND DESIGN RESULTS.
2. FRONT DIMENSIONS DEPICTED ON PLAN REPRESENT THE DIMENSION AT THE SETBACK.

Phase 1 Lot Chart

Lot Type	Parcel 1B Lot Count	Parcel 1C Lot Count	Parcel 1D Lot Count	Total Lot Count
26' Townhome			80	80
40' Rear Load		55	8	63
50' Front Load		48	2	48
60' Front Load		11	1	12
70' Front Load	48			48
Total	48	113	91	252

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vhb
225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL 03932

C-6

Key Map

N

100 0 100 200
SCALE IN FEET

Zanzibar PD - Phase 1
Horizon West Village H

Orange County, Florida

No.	Description	Date
7	Revised per County comments	04/27/2017
6	Change Determination	01/13/2017
5	Change Determination	10/13/2016
4	Revised per County comments	09/16/2016
3	Revised per County comments	12/11/2015
2	Revised per County comments	11/30/2015
1	Revised per County comments	08/26/2015

Designed by: RAS (Initials) Scale: 1" = 100'
Drawn by: RAS Date: July 8, 2015

Preliminary Subdivision Plan
Vertical Datum NAVD88

Site Plan

Drawing Number: **C-5**

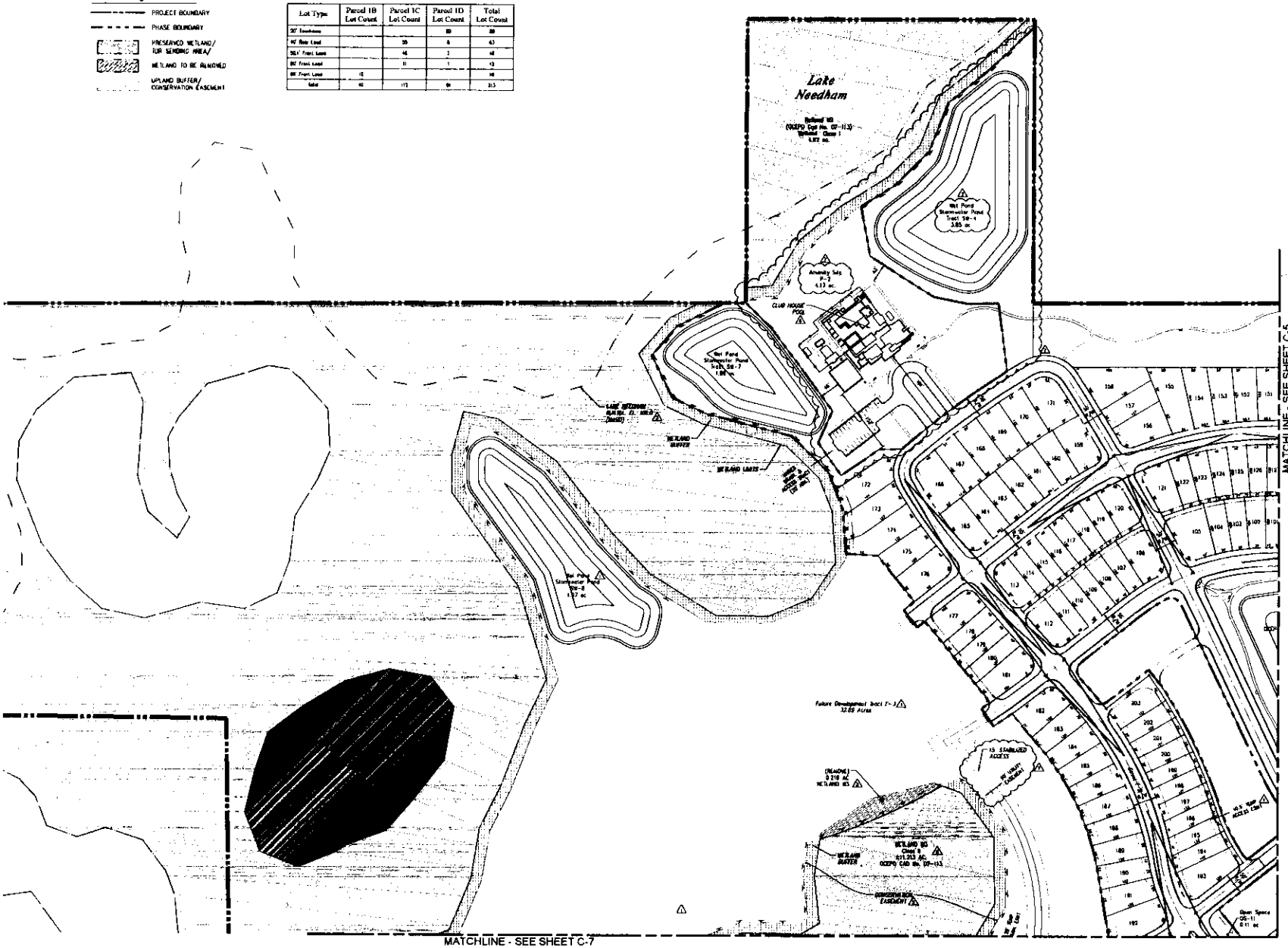
Project Number: 62262.00

Legend

- PROJECT BOUNDARY
- PHASE BOUNDARY
- PRESERVED WETLAND/ TDR SENDING AREA/
- WETLAND TO BE ALTERED
- UPLAND BUFFER/ CONSERVATION EASEMENT

Phase 1 Lot Chart

Lot Type	Parcel 1B Lot Count	Parcel 1C Lot Count	Parcel 1D Lot Count	Total Lot Count
30' Townhome			30	30
40' Rear Load		39	6	45
50.' Front Load		46	2	48
60' Front Load		11	1	12
70' Front Load	42			42
Total	42	112	39	213



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Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932



Key Map

N

100 0 100 200
SCALE IN FEET

Zanzibar PD - Phase 1
Horizon West Village H

Orange County, Florida

No.	Revision	Date
7	Revised per County comments	04/07/2017
6	Change Determination	01/13/2017
5	Change Determination	10/13/2016
4	Revised per County comments	01/16/2016
3	Revised per County comments	12/11/2015
2	Revised per County comments	11/06/2015
1	Revised per County comments	09/29/2015

Designed by: RAS | Checked by: RAS | Scale: 1" = 100'

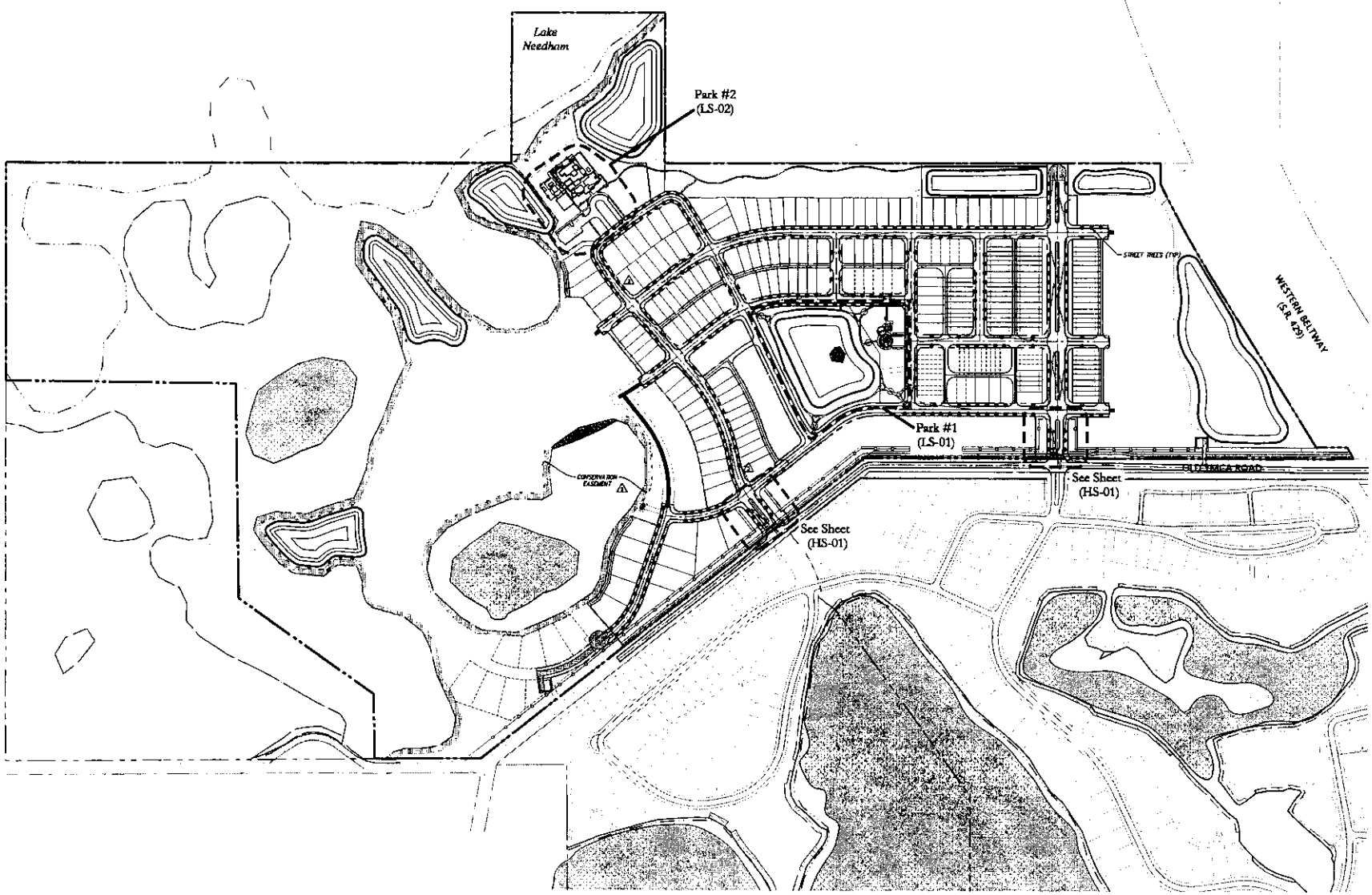
Issued for: Preliminary Subdivision Plan | Date: July 8, 2015

Vertical Datum NAVD88

Site Plan

C-6

Project Number: 62262.00



Shade Tree @ 40' O.C. Typical (Per Orange County Codes Sec. 24-5 D)

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Certificate of Authorization
Number FL #3932

Zanzibar PD - Phase 1
Horizon West Village H

Orange County, Florida

No	Revision	Date	Initials
7	Revised per County comments	04/07/2017	
6	Change Determination	01/13/2017	
5	Change Determination	10/12/2016	
4	Revised per County comments	01/15/2016	
3	Revised per County comments	12/11/2015	
2	Revised per County comments	11/05/2015	
1	Revised per County comments	09/29/2015	

Designed by: RAS | Checked by: RAS | Scale: 1" = 200'

Issued for: Preliminary Subdivision Plan | Date: July 8, 2015

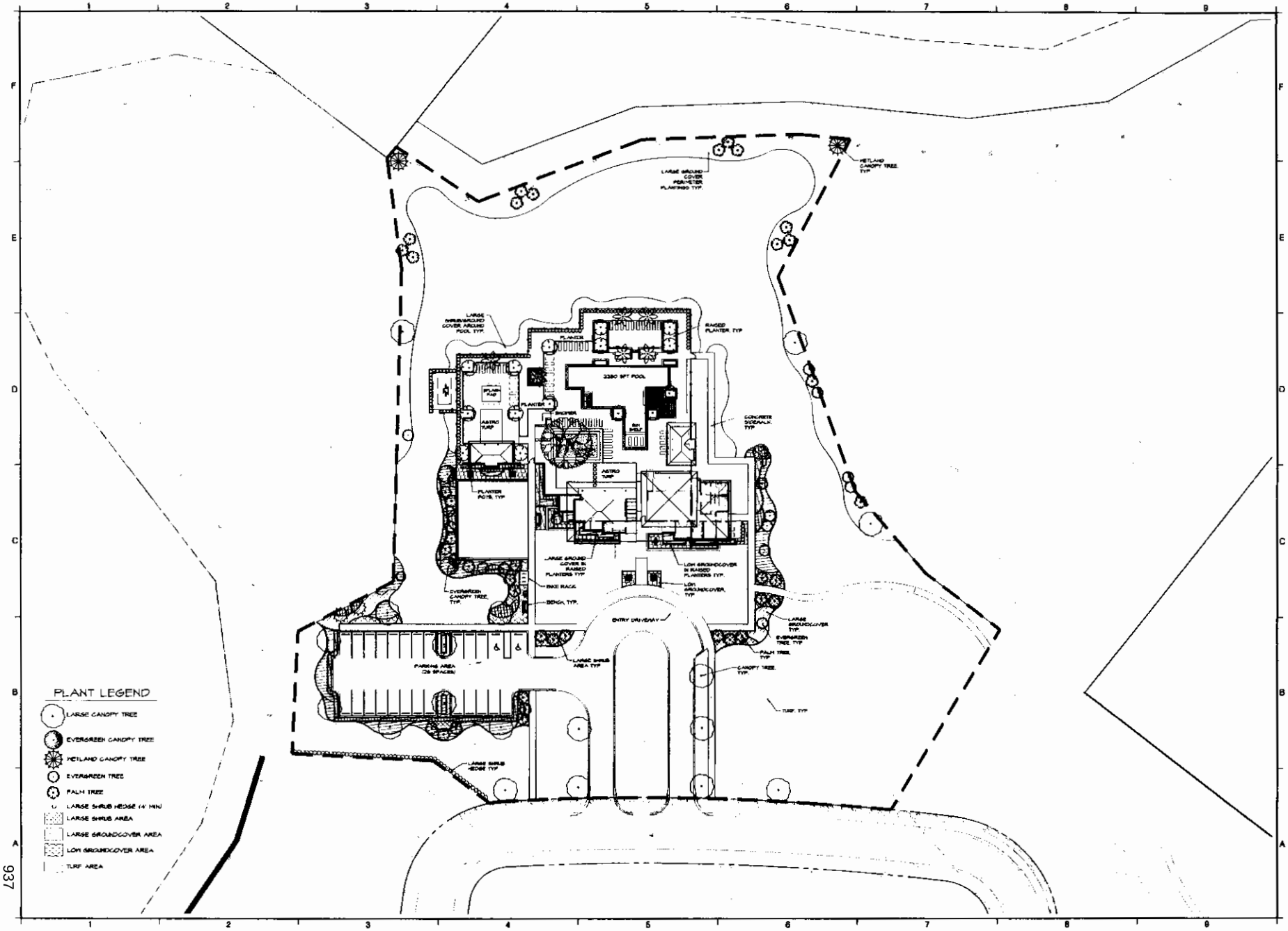
Vertical Datum NAVD88

Drawing Title: Overall Landscape Plan

Drawing Number: LA-0

Project Number: 62262.00

6226200-PSP-LA-MSP.dwg



tdc DESIGN STUDIO
1514 E. HILLCREST STREET
OFFICE SUITE 105
ORLANDO, FL 32803
PH. 407-256-2625

PROJECT
HAWKSMOOR AMENITY
Orange County, FL
Prepared For:
MATTAMY HOMES

SEAL

CONSULTANTS

ISSUED FOR:	
10/10/2016	SPC CLIENT REVIEW
1/13/2017	CLIENT REVIEW (REVISED)
2/13/2017	PERMIT
3/6/2017	DP REVIEW (REVISED)
4/5/2017	DP REVIEW (REVISED)

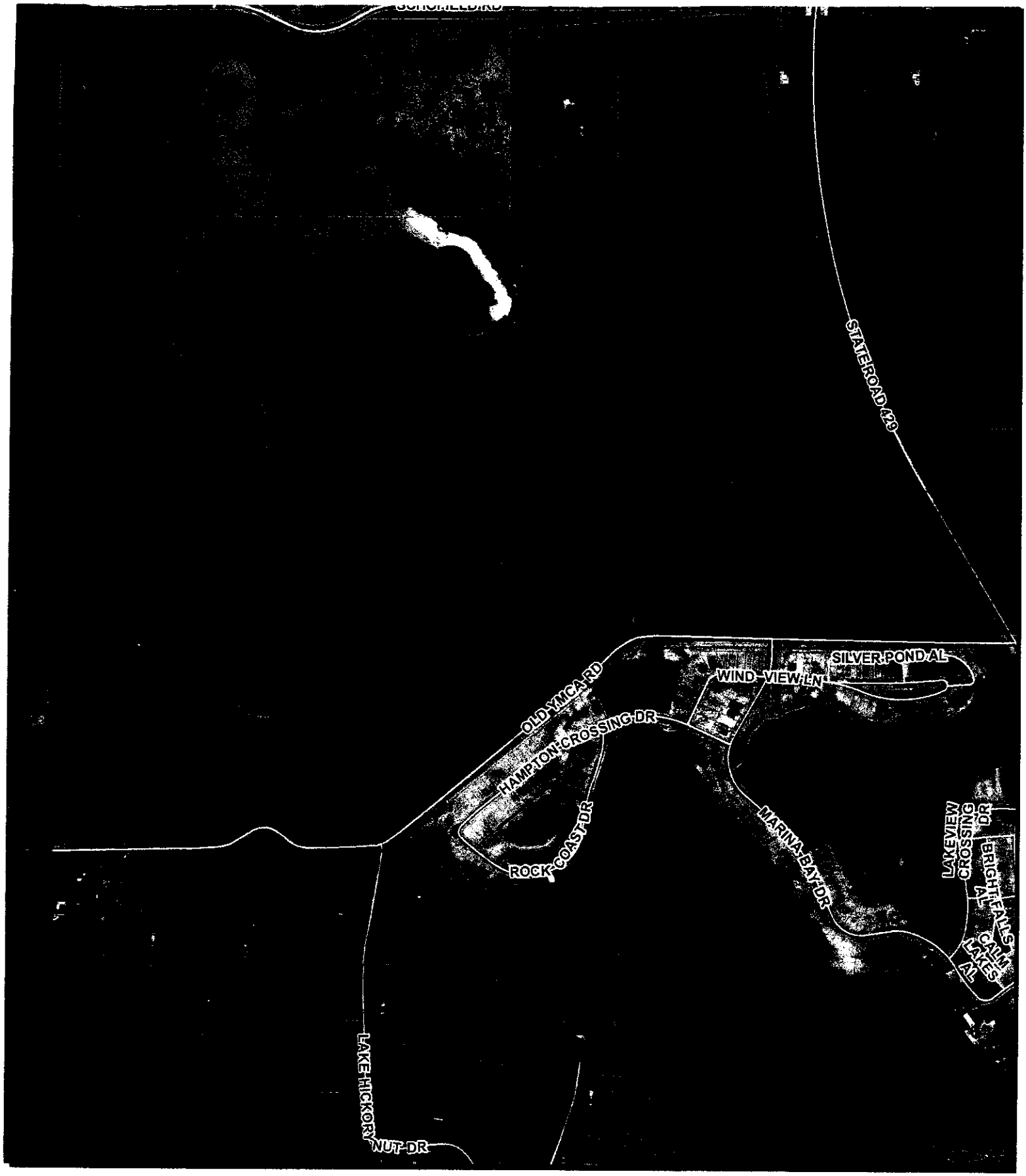
PROJECT NO.	2016-05
DESIGNED BY	TDC/TPW
DRAWN BY	TPW
CHECKED BY	TDC/TPW
DATE	3/6/2017

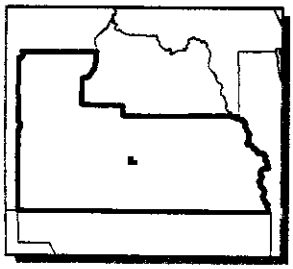
DRAWING SCALE
0 FT 15 30 North

DRAWING TITLE
AMENITY SITE PLAN

DRAWING NUMBER
LS-02

SHEET 2 OF 2





Zanzibar Property PD / Zanzibar Property Phase 1 PSP & Park Tract P-2 DP

Parcels	Jurisdiction
Subject Property	Hydrology

N
W E
S

0 400 800
Feet
1 in = 800 ft

Interoffice Memorandum

DATE: May 30, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Applicant: Daniel T. O' Keefe, Shutts & Bowen, LLP
North of Albert's Planned Development (PD) – Westside Village Home District Preliminary Subdivision Plan (PSP) / Development Plan (DP) – Substantial Change – Case # CDR-17-05-138

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 10, 2017, to recommend denial of a substantial change to the North of Albert's Planned Development (PD) – Westside Village Home District Preliminary Subdivision Plan (PSP) / Development Plan (DP) to revise the October 6, 2015, BCC condition of approval # 17, to allow for platting and vertical building permits prior to completion of the park / recreation area.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

Supporting documentation for this request can be accessed through the County's FastTrack site, located at:

https://fasttrack.ocfl.net/OnlineServices/DC_DevelopmentReviewCommittee.aspx

ACTION REQUESTED: **Make finding of inconsistency with the Comprehensive Plan (CP) and deny the substantial change to the North of Albert's Planned Development (PD) – Westside Village Home District Preliminary Subdivision Plan (PSP) / Development Plan (DP) to modify condition of approval # 17 as listed under the DRC Recommendation in the Staff Report. District 1**

JVW/JS/sfv
Attachments

Case # CDR-17-05-138

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of May 10, 2017, to recommend denial of a substantial change to the North of Albert's Planned Development (PD) / Westside Village Home District Preliminary Subdivision Plan (PSP) / Development Plan (DP) to revise the October 6, 2015, Board of County Commissioners' (BCC) condition of approval #17, to allow for platting and vertical building permits prior to completion of the park / recreation area.

The North of Albert's PD / Westside Village Home District PSP was originally approved by the BCC on October 6, 2015. At the recommendation of the DRC, the BCC imposed condition of approval #17, related to the timing of the construction of the required recreation area. This condition currently reads as follows:

17. A Development Plan for any Park / Recreation Area shall be approved by the DRC and installed in conjunction with the associated plat.

DRC's intent in recommending the condition was to ensure that the recreation area required by Section 38-1253 of Orange County Code would be constructed with the infrastructure for the project. DRC recommended the condition because the applicant elected to do a separate DP for the recreation area rather than show the detail on the original PSP. The applicant submitted the DP for the amenity center on March 4, 2016 and it was approved by DRC on May 25, 2016.

The applicant has since commenced construction on the recreation area, but has stated that construction is not expected to be completed until August of 2017. As such, the applicant has requested to replace the language in existing condition #17 with the following language:

17. Construction of the park / recreation area shall commence prior to recording of the associated plat; however, no more than thirty (30) building permits (not including model home permits) shall be issued prior to completion of the construction of the park / recreation area.

2. PROJECT ANALYSIS

A. Location:	North of Lakeside Village Lane / West of Winter Garden Vineland Road
B. Parcel ID:	25-23-27-0000-00-004; 25-23-27-5839-05-000
C. Total Acres:	33.45 (gross)

D. Water Supply:	Orange County Utilities
E. Sewer System:	Orange County Utilities
F. Schools:	Sunset Park ES: Capacity 838, Enrollment 1,244 Bridgewater MS: Capacity 1,176, Enrollment 1,374 West Orange HS: Capacity 3,276, Enrollment 3,836
G. School Population:	65
H. Parks:	35 - 7435 Winter Garden Vineland Rd
I. Proposed Use:	151 Single-Family Dwelling Units
J. Site Data:	Maximum Building Height: 45' (3-stories) Minimum Living Area: 1,000 Square Feet Building Setbacks: 15' Front 20' Rear 4' Side 10' Side Street 9' Garage (in alley)
K. Fire Station:	35 - 7435 Winter Garden Vineland Road
L. Transportation:	The North of Albert's Transportation Agreement was approved by the BCC on August 4, 2015 and is recorded at OR Book 10964 / Page 6364.

3. COMPREHENSIVE PLAN

The subject property has underlying Future Land Use Map (FLUM) designation of V (Village) and the property is designated as Village Home District on the adopted Horizon West Lakeside Village plan.

4. ZONING

PD (Planned Development) (North of Albert's PD)

5. REQUESTED ACTION:

Denial of a substantial change to the North of Albert's Planned Development (PD) – Westside Village Home District Preliminary Subdivision Plan (PSP) / Development Plan (DP) to revise the October 6, 2015, BCC condition of approval # 17, to allow for platting and vertical building permits prior to completion of the park / recreation area.

However, if the Board of County Commissioners (BCC) chooses to approve the request, said request should be subject to the following conditions:

1. Development shall conform to the North of Albert's PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Westside Village Home District Preliminary Subdivision Plan dated "Received September 1, 2015," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received September 1, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. A waiver from Section 34-152(c) is granted, to allow lots 103 - 107 to front a mew, park, open space, etc. instead of a County roadway. Legal access to these lots will be through an ingress / egress easement shown on the plat, in lieu of 20 feet fee simple as required by Orange County Code.

5. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.

6. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.

7. The stormwater management system shall be designed to retain the 100-year / 24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year / 24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.

8. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.

9. All home designs / types proposed for this PSP shall be submitted to the County for setback & architectural review a minimum of 90 days prior to model home requests and / or permitting.

10. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.

11. Prior to commencement of any earth work or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction

activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

12. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

13. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.

14. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division (EPD) of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.

15. Construction plans within this PSP shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.

16. The plat and the Conditions, Covenants, and Restrictions (CC&Rs) for this project shall notify homeowners of the following: Homeowners own and maintain their individual water and reclaimed water services which extend to their homes from public meters located adjacent to public road right-of-way. The privately-owned water services for Lots 104 to 107 extend to these units through the HOA green space, Tract OS-8, fronting these homes. Therefore the owners of Lots 104 to 107 shall be granted access to Tract OS-8 for the purpose of maintaining their services.

17. Construction of the park / recreation area shall commence prior to recording of the associated plat; however, no more than thirty (30) building permits (not including model home permits) shall be issued prior to completion of the construction of the park / recreation area.

18. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.

19. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.

20. Development shall comply with the North of Albert's Road Agreement for roads A, B and C, as approved by the Orange County Board of County Commissioners on August 4, 2015.

Shutts

DANIEL T. O'KEEFE
PARTNER
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801
Member Florida Bar
DIRECT (407) 835-6956
FAX (407) 849-7256
EMAIL dokeefe@shutts.com

May 16, 2017

VIA EMAIL

Mr. Eric Raasch, AICP
Assistant Planning Administrator
Orange County Planning Division
Orange County Community, Environmental and
Development Services Department
201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32801

Re: CDR-17-05-138/North of Alberts PD/Westside Village Home District PSP

Dear Eric:

On May 10, 2017, the Orange County Development Review Committee ("DRC") voted to recommend denial of the above change determine request to revise PSP condition of approval number 17. Please let this letter serve as applicant's request to appeal DRC's recommendation of denial to the Orange County Board of County Commissioners at the next available meeting.

Please let me know if you have any questions about the above request.

Sincerely,

SHUTTS & BOWEN LLP

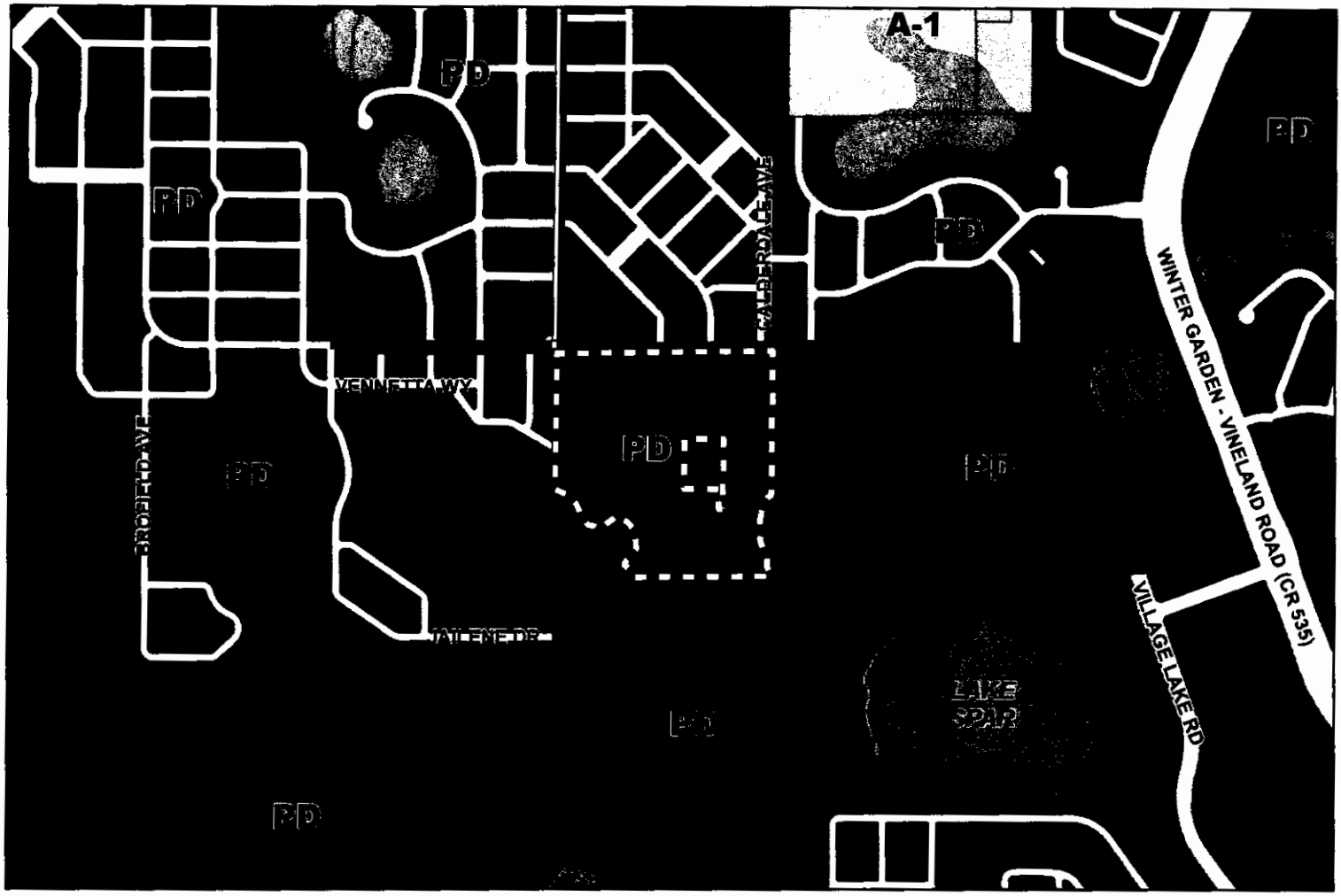
/s/ Daniel T. O'Keefe

Daniel T. O'Keefe

SIGNED IN ABSENCE TO AVOID DELAY TEB

cc: Mr. Denver Marlow, P.E. (via email)

CDR-17-05-138



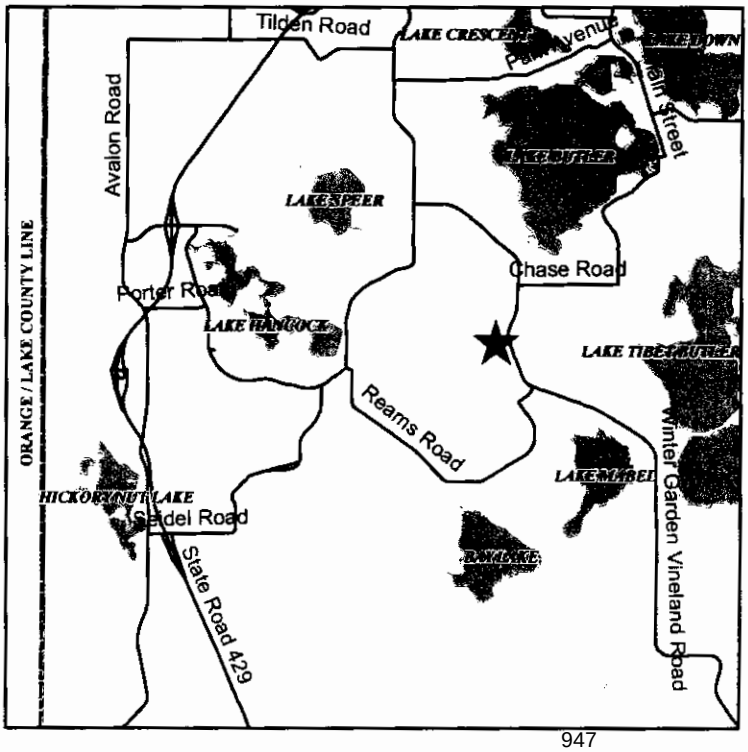
Subject Property

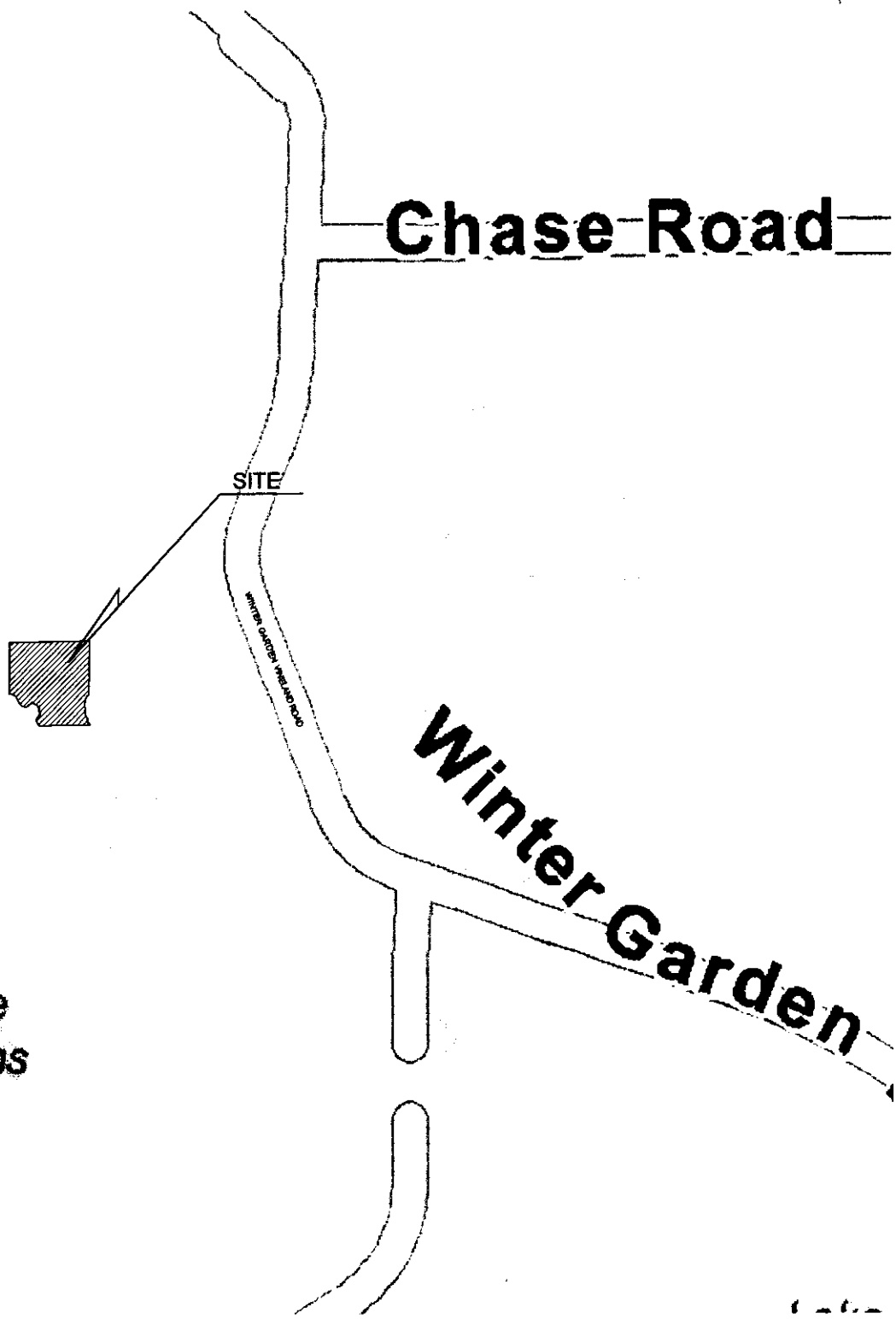
Subject Property

Zoning

ZONING:	**PD (Planned Development District) (North of Albert's PD)**
APPLICANT:	**Daniel T. O'Keefe, Shutts & Bowen, LLP**
LOCATION:	**West of Winter Garden Vineland Road / north of Lakeside Village Lane**
TRACT SIZE:	**33.45 acres**
DISTRICT:	**#1**
S/T/R:	**25/23/27**

1 inch = 1,000 feet





This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\ORL_Civil\149851003-Westside at Horizons West\CADD\EXHIBITS\MAP-EXHIBITS-WESTSIDE SF.dwg LOCATION Sep 01, 2015 4:44pm by: jennifer.sticklar

SCALE	AS NOTED
DESIGNED BY	JJS
DRAWN BY	SHS
CHECKED BY	JJS

Kimley»Horn
© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511 FAX: 407-894-4791
WWW.KIMLEY-HORN.COM CA 00000696

DATE	06/19/2015
PROJECT NO.	149851003

WESTSIDE VILLAGE HOME DISTRICT PSP/DP LOCATION MAP

DESIGN ENGINEER:	
FLORIDA P.E. LICENSE NUMBER:	
DATE:	
SHEET NUMBER	EX-1

SITE DATA:

TOTAL AREA:	33.45 ACRES
EXISTING ZONING:	A1
FUTURE LAND USE:	VILLAGE
PROPOSED USE:	SINGLE–FAMILY RESIDENTIAL
MAXIMUM BUILDING HEIGHT:	45 FT (3 STORIES)
MAXIMUM DENSITY:	6 UNITS PER ACRE
MINIMUM LIVING AREA:	1,000 S.F.
MINIMUM LOT WIDTH:	32'
MINIMUM LOT DEPTH:	110' OR 90' WITH ALLEY
MAXIMUM LOT COVERAGE:	65% (THE AREA OF THE FRONT PORCH IS NOT INCLUDED IN THE CALCULATION OF LOT COVERAGE)

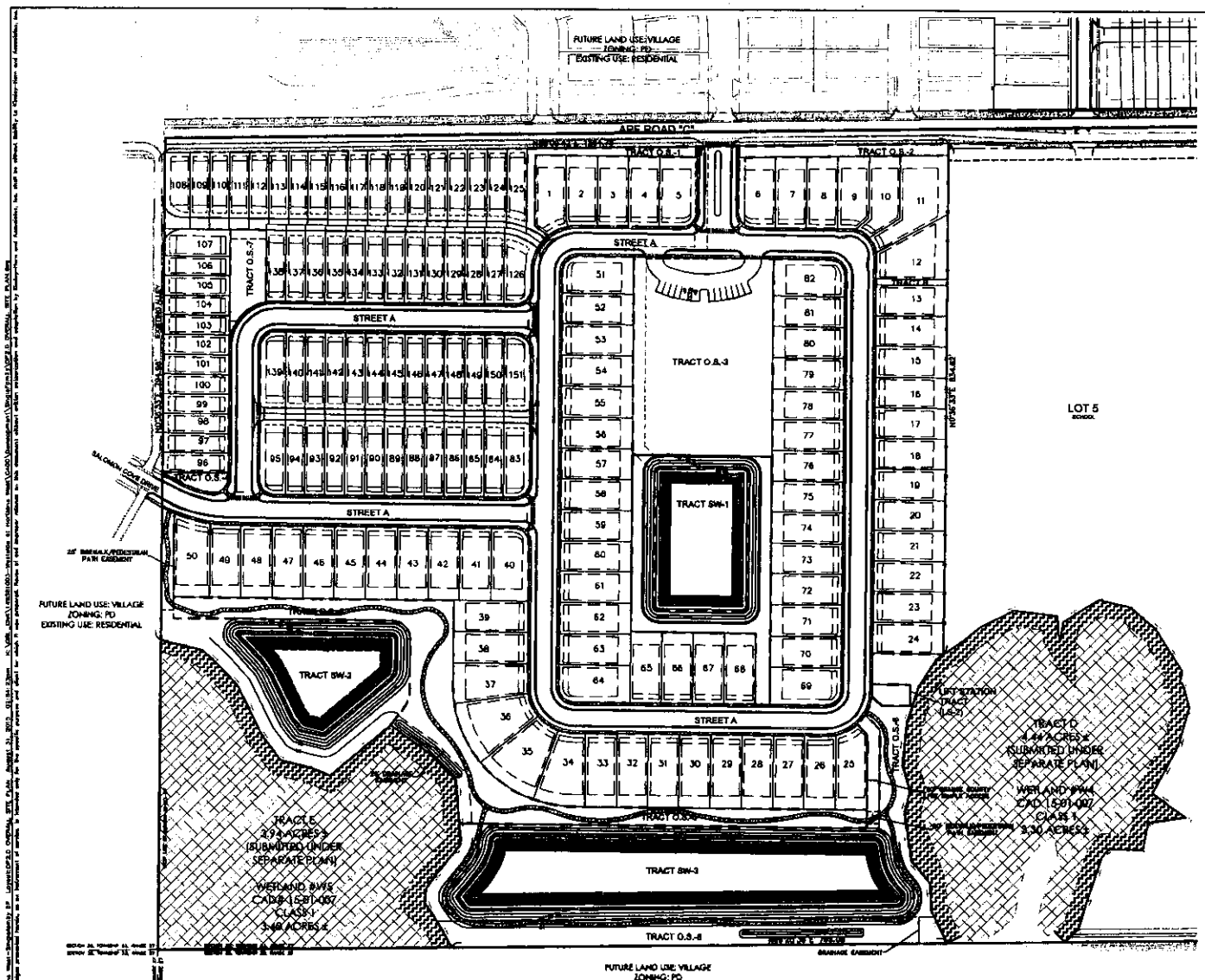
TRIP GENERATION:

Quantity	Units	Land Use	Daily Trip Generation	PM Peak Hour		
				Total	In	Out
151	DU	Single-Family Detached Housing	1,534	152	96	56

GROSS DENSITY CALCULATION:

GROSS LAND AREA:	33.45 ACRES
ESTIMATED APF C ROW STORMWATER AREA:	0.13 ACRES
ESTIMATED DEVELOPABLE ACRES:	33.32 ACRES
ESTIMATED STORMWATER AREA:	5.65 ACRES
PUBLIC OPEN SPACE TRACTS:	2.62 ACRES
NET DEVELOPABLE ACRES:	25.05 ACRES
TOTAL DWELLING UNITS:	151 UNITS

151 DWELLING UNITS / 25.05 ACRES = 6.03 DU/ACRE



SITE DATA

TOTAL AREA:	33.45 ACRES
ZONING:	PD
FUTURE LAND USE:	VILLAGE
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
MAXIMUM BUILDING HEIGHT:	45 FT (3 STORIES)
MAXIMUM DENSITY:	6 UNITS PER ACRE
MINIMUM LIVING AREA:	1,000 S.F.
MINIMUM LOT WIDTH:	35'
MINIMUM LOT DEPTH:	110' OR 80' WITH ALLEY
MAXIMUM LOT COVERAGE:	65% (THE AREA OF THE FRONT PORCH IS NOT INCLUDED IN THE CALCULATION OF LOT COVERAGE)

GRAPHIC SCALE IN FEET
0 40 80 160

TRIP GENERATION

Quantity	Units	Land Use	Daily Trip Generation	PM Peak Hour		
				Total	In	Out
151	DU	Single Family Detached Housing	1,534	151	95	56

GROSS DENSITY CALCULATION:

GROSS LAND AREA:	33.45 ACRES
ESTIMATED 60% K-DRN STORMWATER AREA:	5.13 ACRES
ESTIMATED DEVELOPABLE ACRES:	28.32 ACRES
ESTIMATED STORMWATER AREA:	5.66 ACRES
PUBLIC OPEN SPACE TRACTS:	5.47 ACRES
TOTAL DWELLING UNITS:	161 UNITS

161 DWELLING UNITS / 28.32 ACRES = 6.03 DU/ACRE

SETBACKS

	SUB-ZONE
FRONT:	15 FT/7 FT FOR FRONT PORCH
REAR:	20 FT
SIDE:	5 FT (SUBJECT TO LANDMARK)
SIDE STREET:	10 FT
GARAGE: (W/ AN ALLEY)	5 FT FROM EDGE OF PAVEMENT

REQUIRED PARKING:
SINGLE FAMILY (2 SPACES PER UNIT):
2 SPACES * 151 UNITS: 302 SPACES

PROVIDED PARKING:
2 CAR GARAGE PER UNIT: 302 SPACES

OPEN SPACE SUMMARY:
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE CALCULATION: 33.45 AC X 0.075 = 2.51 AC

PROVIDED PUBLIC OPEN SPACE:

TRACT	AREA PROVIDED	AREA ALLOWED	PERCENTAGE ALLOWED TO MEET REQUIREMENT
O.S.-8	1.28 Ac.	1.28 Ac.	100%
SW-3	2.54 Ac.	1.38 Ac.	(MAY NOT EXCEED 50% OF REQ.)
TOTAL		2.62 Ac.	

REQUIRED COMMON OPEN SPACE CALCULATION: 33.45 AC X 0.10 = 3.35 AC
CATEGORY B ALLOWABLE (50% OF TOTAL OPEN SPACE REQUIRED): 1.67 AC
CATEGORY C ALLOWABLE (50% OF TOTAL OPEN SPACE REQUIRED): 1.67 AC
CATEGORY B/C COMBINED ALLOWABLE (75% OF TOTAL OPEN REQUIRED): 2.51 AC

COMMON OPEN SPACE:
CATEGORY A: 3.51 AC
CATEGORY B: 1.97 AC
CATEGORY C: 0.00 AC
TOTAL CATEGORY B/C: 1.97 AC
TOTAL: 5.48 AC (164%)

ON-SITE VEGETATION:
THE SITE IS VEGETATED WITH PINE FLATWOODS (411E) AND FOREST REGENERATION (+432).

PHASING:
THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE.

UTILITY SERVICE:
PRIOR TO CONSTRUCTION PLAN APPROVAL, HYDRAULIC CALCULATIONS WILL BE SUBMITTED SHOWING THAT THE PROPOSED WATER, WASTEWATER AND RECLAIMED WATER SYSTEMS HAVE ADEQUATE SIZES TO SUPPORT THE ENTIRE PROJECT.

REQUIRED PARKS AND RECREATION:
2.5 ACRES/1000 PROJECTED POPULATION
3.1 PEOPLE PER DWELLING UNIT (3.1*151 UNITS) = 468 POPULATION

$\frac{468}{1000} \times 2.5 = 1.17$ ACRES

TRACT	AREA PROVIDED	REC AREA TYPE
O.S.-5	1.27 Ac.	GROUP B OR D
O.S.-6	1.56 Ac.	GROUP C OR D
TOTAL	3.83 Ac.	

SCHOOL AGE CHILDREN:
151 UNITS x 0.431 = 65 STUDENTS

STORMWATER MANAGEMENT:
STORMWATER MANAGEMENT SYSTEM WILL BE DESIGNED TO MEET ORANGE COUNTY CODE AND THE REQUIREMENTS OF THE LOCAL WATER MANAGEMENT DISTRICT. THE STORMWATER MANAGEMENT SYSTEM WILL BE OWNED AND MAINTAINED BY THE HOA.

SITE LIGHTING:
ALL EXTERIOR SITE LIGHTING SHALL COMPLY WITH LIGHTING ORDINANCE 2003-04 AND ALL CURRENT APPLICABLE ORANGE COUNTY STANDARDS.

LANDSCAPING:
ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF CHAPTER 24 OF THE ORANGE COUNTY LAND DEVELOPMENT CODE. SEE SHEET LA-1-LA-4 (LANDSCAPE PLANS) FOR ADDITIONAL INFORMATION.

FIRE PROTECTION:
FIRE HYDRANTS SHALL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF ANNEX H AND I OF NFPA, 2009 EDITION.

WILDLIFE:
DEVELOPMENT OF THE SUBJECT PROPERTY SHALL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN.

TREE SURVEY:
SEE SHEET 1-3

SIGNAGE:
BILLBOARDS AND POLE SIGNS SHALL BE PROHIBITED. GROUND AND FASCIA SIGNS SHALL COMPLY WITH ORANGE COUNTY SIGN ORDINANCE CHAPTER 31.5.

GENERAL NOTES:
1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
2. ALL LOT LINES ARE SUBJECT TO CHANGE WITH FINAL ENGINEERING AND FINAL PLAT SURVEY AND APPROVAL.
3. IN ACCORDANCE WITH SECTION 38-1227, ANY VARIATIONS FROM COUNTY CODE MINIMUM ENGINEERING REQUIREMENTS ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE BCC ARE INVALID.
4. THE DEVELOPER SHALL CLEARLY STATE THAT ALL PUBLIC OPEN SPACE TRACTS SHALL BE OPEN TO THE GENERAL PUBLIC, CHANGING THEIR WILL REQUIRE ORANGE COUNTY BOARD OF COUNTY COMMISSION APPROVAL.
5. LOTS WITH ALLEY ACCESS SHALL BE ACCESSED FROM THE REAR ALLEY.
6. ALL PUBLIC OPEN SPACE TRACTS SHALL BE DESIGNED AS AN AMENITY.

DRAINAGE PLAN ENHANCE TABLE

TRACT	TRACT TYPE	AREA	TRACT DESIGNATED TO	EASEMENT DESIGNATED TO
A	RIGHT-OF-WAY	4.82 Ac.	ORANGE COUNTY	ORANGE COUNTY/PUBLIC
B	PEDESTRIAN ACCESS	0.20 Ac.	ORANGE COUNTY	
O.S.-1	OPEN SPACE	0.13 Ac.	HOA	
O.S.-2	OPEN SPACE	0.15 Ac.	HOA	
O.S.-3	OPEN SPACE/REC. TRACT	1.67 Ac.	HOA	
O.S.-4	OPEN SPACE	0.00 Ac.	HOA	
O.S.-5	OPEN SPACE	1.38 Ac.	HOA	
O.S.-6	PUBLIC OPEN SPACE/REC TRACT	1.38 Ac.	HOA	
O.S.-7	OPEN SPACE	0.18 Ac.	HOA	
SW-1	STORMWATER TRACT	1.86 Ac.	ORANGE COUNTY	
SW-2	STORMWATER TRACT	1.55 Ac.	ORANGE COUNTY	
SW-3	STORMWATER TRACT	2.54 Ac.	ORANGE COUNTY	
LS-2	LIFT STATION	0.036 Ac.	ORANGE COUNTY	

LEGEND:
EXISTING WETLAND
UNDISTURBED VEGETATED NATURAL BUFFER
BUFFER LINE

NORTH

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2013 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BLVD., SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

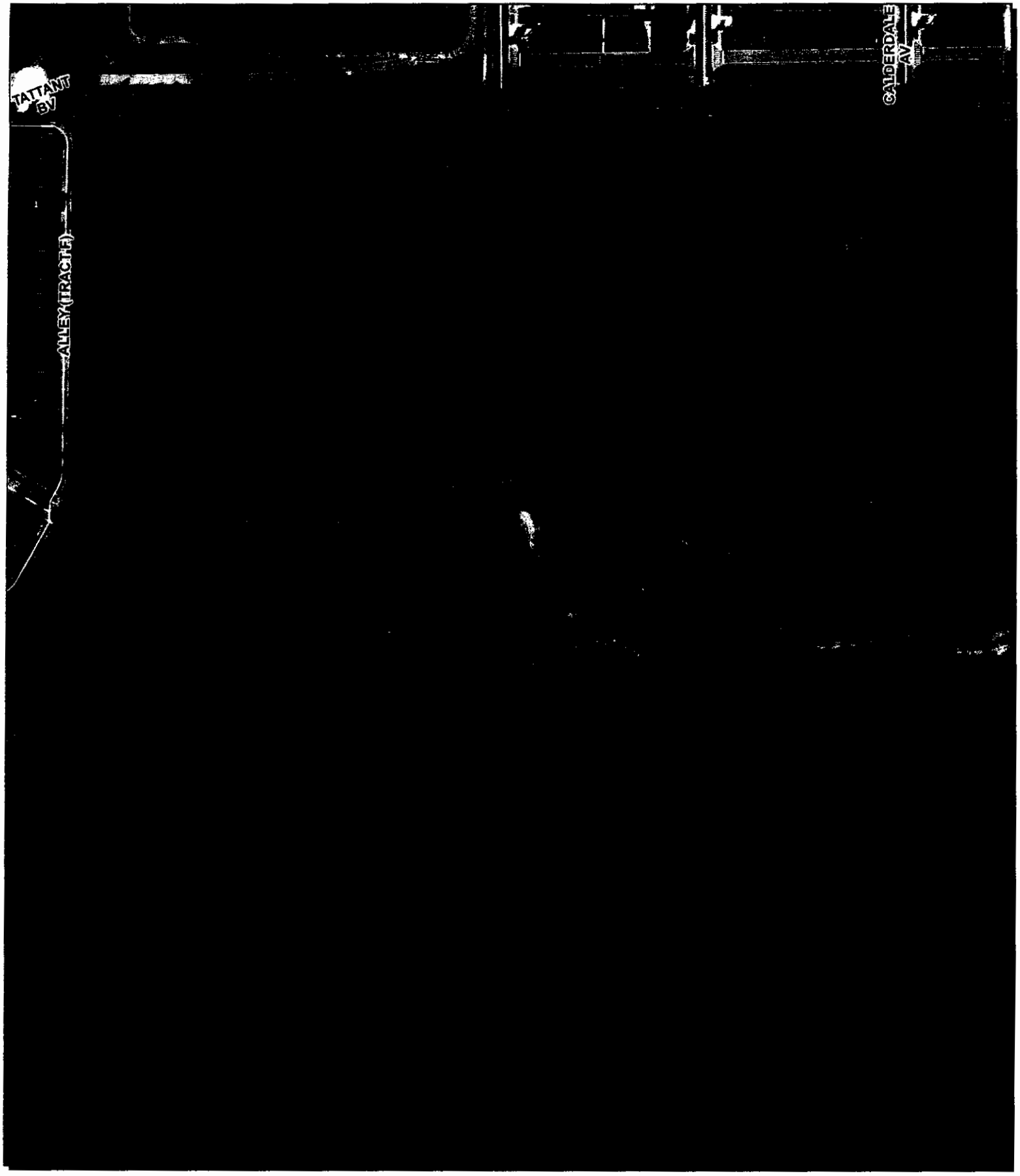
LICENSED PROFESSIONAL
JENNIFER J. STICKLER, P.E.
FLORIDA LICENSE NUMBER
70118
DATE

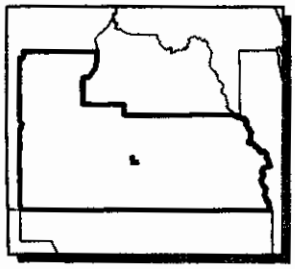
KHA PROJECT 149581003
09/28/2015
SCALE: AS SHOWN
DESIGNED BY: ---
DRAWN BY: ---
CHECKED BY: ---

OVERALL SITE PLAN

WESTSIDE VILLAGE HOME DISTRICT DP/PSP
ORANGE COUNTY, FLORIDA

SHEET NUMBER
DP2.0





North of Albert's PD - Westside Village Home District PSP/DP

Parcels
Jurisdiction
Subject Property
Hydrology

N
W
E
S

0 90 180
Feet
1 in = 180 ft

Interoffice Memorandum

May 31, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **John Smogor, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: June 20, 2017 – Public Hearing
Jim Hall, VHB, Inc.
Kurtyka Planned Development (PD)
Case # LUP-14-03-069 / District 3

The Kurtyka Planned Development (PD) is located at 2004 Gregory Road; or generally on the west side of Gregory Road, approximately 1,300 feet south of Berry Dease Road. With the original request, the applicant was seeking to rezone the subject parcel from A-2 (Farmland Rural District) to PD (Planned Development District) in order to construct 45 single-family lots with detached dwelling units. To date, and in addition to four (4) Berry Dease Road Small Area Study meetings, two (2) project-specific community meetings have been held for this request.

The original request received a recommendation of approval by the Development Review Committee (DRC) on December 2, 2015; however, the Planning and Zoning Commission (PZC) recommended denial on January 21, 2016, due to perceived compatibility issues with adjacent rural properties.

Subsequent to the January 21, 2016 PZC public hearing, PD/LUP refinements were made by the applicant to more effectively address the PZC's compatibility concerns. After further discussions with District 3 Commissioner Pete Clarke, the applicant submitted a revised PD/LUP that reduced proposed residential units from 45 to 43; reduced density from 2.6 du/ac to 2.4 du/ac; increased the depth of the northern/eastern PD perimeter buffer from fifty feet (50') to one-hundred feet (100'); increased the minimum width of lots adjacent to the eastern PD perimeter buffer from one-hundred feet (100') to one-hundred seventy feet (170'); and increased the minimum width of all remaining lots from 40 feet (40') to fifty feet (50').

The Board of County Commissioners (BCC) has continued this item three times, including July 19, 2016, November 15, 2016, and March 7, 2017.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Forms have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/UNP may be found in the Planning Division for further reference.

ACTION REQUESTED: **Make a finding of inconsistency with the Comprehensive Plan and DENY the Kurtyka Planned Development / Land Use Plan (PD/LUP) as recommended by the PZC on January 21, 2016. District 3**

ALTERNATIVE ACTION: **Make a finding of consistency with the Comprehensive Plan and APPROVE the Kurtyka Planned Development / Land Use Plan (PD / LUP) dated "Received April 5, 2016", subject to the conditions listed on pages 19-21 in the Staff Report, and final review of the PD/LUP by the DRC. District 3**

Attachments

GENERAL INFORMATION

APPLICANT	Jim Hall, VHB, Inc.
OWNER	Richard J. Kurtyka
PROJECT NAME	Kurtyka Planned Developmment (PD)
HEARING TYPE	Planned Development / Land Use Plan (PD / LUP)
REQUEST	**A-2** (Farmland Rural District) ***to*** **PD** (Planned Development District) *A request to rezone one (1) parcel containing 17.59 gross acres from A-2 to PD with a development program consisting of 45 conventional single-family detached residential dwelling units. No waivers from the Orange County Code have been requested.*
LOCATION	2004 Gregory Road; or generally located on the west side of Gregory Road, approximately 1,300 feet south of Berry Dease Road
PARCEL ID NUMBER	06-23-31-0000-00-008
TRACT SIZE	17.59 gross acres
PUBLIC NOTIFICATION	The notification area for this public hearing extended well beyond 1,100 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Six hundred thirty-three (633) notices were mailed to those property owners in the mailing area. Two (2) community meetings were also held for this request on Wednesday, June 4, 2014 and Monday, February 23, 2015 (see community meeting summary below).
PROPOSED USE	Forty-five (45) lots with conventional single-family detached residential dwelling units.

STAFF RECOMMENDATION

Development Review Committee – (December 2, 2015)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Kurtyka Planned Development / Land Use Plan (PD/LUP), dated "Received December 3, 2015", subject to the following conditions:

1. Development shall conform to the Kurtyka Planned Development / Land Use Plan (PD/LUP) dated "Received December 3, 2015," and shall comply with all applicable

federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received December 3, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition and nothing in the decision to approve this land use plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

5. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination and a Conservation Area Impact Permit. Approval of this plan does not permit any proposed conservation impacts.

6. There shall be no access to the site from Gregory Road.

7. The following Education Condition of Approval shall apply:

   a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of September 9, 2014.

   b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the zero (0) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County shall again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

   c. Developer, or its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.

   d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.

   e. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.

8. The Developer shall obtain water and wastewater service from Orange County Utilities.

9. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.

10. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.

IMPACT ANALYSIS

Land Use Compatibility

The applicant is requesting to rezone the 17.59-acre subject property from A-2 (Farmland Rural District) to PD (Planned Development District) in order to develop 45 conventional single-family detached residential dwelling units. In an effort to ensure compatibility with the adjacent Berry Dease Road neighborhood which primarily consists of large lots and scattered agricultural uses, the Kurtyka PD features a 50' wide perimeter buffer along the east and north property lines, with abutting minimum 1/2-acre lot with minimum 75' rear yard setbacks. All remaining lots would have a minimum size of 4,800 square feet (40' x 120'), but would be separated from the existing Berry Dease Road neighborhood by the larger perimeter lots and buffer. Finally, vehicular access from Gregory Road is prohibited, with all access to the project extending from Curry Ford Road to the south, and through the adjacent Econ Landings Planned Development (PD).

Despite the proposed perimeter buffer and lot size transition, the PD is inconsistent with the pending Rural Residential Enclaves Study Area development standards as drafted for the Berry Dease South Study Area. The purpose of the Rural Residential Enclaves Study was to evaluate alternative planning and development techniques aimed at balancing reasonable growth demands with appropriate neighborhood compatibility measures (*refer to Page 6 of this report*).

Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Low Density Residential (LDR), which allows for a maximum of four (4) dwelling units per acre. The proposed PD zoning district and development program of 45 dwelling units on 17.59 acres (2.6 du/acre) is consistent with the FLUM designation and the following CP provisions:

OBJ FLU8.2 - Compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.2.1 – Land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through appropriate development order to ensure compatibility.

FLU8.2.11 – Compatibility may not necessarily be determined to be a land use that is identical to those that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project and its function in the broader community, as well as its contribution toward the Goals and Objectives in the CP.

Community Meeting Summaries

Aside from the numerous meetings held for the Rural Residential Enclaves Small Area Study and the Berry Dease Road neighborhood, two (2) project-specific community meetings were held for this application. The first meeting was held at the Legacy Middle School Cafeteria on Wednesday, June 4, 2014, without Orange County planning staff. District 3 Commissioner Pete Clarke, and applicant representatives, and approximately

seventy (70) property owners were present with attendees adamantly opposing the project, raising concerns regarding density, lot size, impacts to the existing rural character/agricultural uses, and traffic impacts. The follow-up community meeting was held on Monday, February 23, 2015, at Deerwood Elementary School. Attendees continued to express opposition the project because it is incompatible with the existing large lot/rural development pattern of the area.

SITE DATA

Existing Use	Undeveloped Land	
Adjacent Zoning	N:	A-2 (Farmland Rural District) (*1957*)
	E:	A-2 (Farmland Rural District) (*1957*)
	W:	A-2 (Farmland Rural District) (*1957*)
	S:	PD (Planned Development District) (*2004*) (*Econ Landing PD*)
Adjacent Land Uses	N:	Undeveloped Land
	E:	Undeveloped Land / Manufacture Homes / Single Family Homes
	W:	Central Florida Greeneway (State Road 417)
	S:	210 Townhome Units (*under construction*)

APPLICABLE PD DEVELOPMENT STANDARDS

Minimum Living Area:	1,200 square feet
Maximum Building Height:	35 feet / 2 stories
Minimum Lot Size:	21,780 square feet *(north and east perimeter lots)* 4,800 square feet *(other lots)*
Minimum Lot Width:	100 feet *(north and east perimeter lots)* 40 feet *(other lots)*
Minimum Lot Depth:	230 feet *(north and east perimeter lots)* *120 feet (other lots)*
Minimum Building Setbacks	
Front:	20 feet
Rear:	75 feet *(north and east perimeter lots)* 20 feet *(other lots)*

Side:	5 feet
Street side:	15 feet
PD perimeter:	25 feet
SR 417:	75 feet

SPECIAL INFORMATION

Comprehensive Plan (CP) Amendment

The proposed PD zoning provides for the development of 45 conventional single-family detached residential dwelling units. This proposed PD is consistent with the property's underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation. As a result, a CP amendment is not required.

Rural Residential Enclaves Small Area Study

Prompted in part by applications to rezone properties within four (4) rural residential enclaves located inside or near the County's Urban Service Area (USA), the Orange County Planning Division initiated a Small Area Study in 2015 for the identified enclaves to evaluate alternative planning strategies aimed at balancing reasonable growth demands with appropriate neighborhood compatibility measures. One of the rural enclaves is recognized as the Berry Dease Study Area, and generally includes lands bounded by S.R. 417 to the west, the Little Econ River to the east, Lake Underhill Road to the north and Curry Ford Road to the south.

Despite being located within the County's USA and designated LDR (up to 4 dwelling units per net acre) on the Future Land Use, the existing development pattern of larger rural lots has been historically maintained within the Berry Dease Study Area. Consistent with A-2 zoning standards, existing lots generally range in size from one (1) acre to twenty (20) acres, and continue to provide for a variety of agricultural and equestrian activities. However, beginning in 2012 with the approval of the Econ Landing Planned Development (PD) located immediately north of Curry Ford Road and west of S.R. 417, the County has received rezoning applications for more urbanized projects.

The subject Kurtyka PD, located within the Berry Dease Study Area, was initially submitted on March 20, 2014, with a request to construct up to sixty-eight (68) single-family residential units on 17.69 acres (a density of 3.87 units per acre). The initial request also reflected a minimum lot size requirement of 4,800 square feet and a standard 25' PD perimeter setback.

In addition to two (2) community meetings held specifically for the proposed Kurtyka PD, Orange County staff also facilitated four (4) community workshops for the Berry Dease Study Area. The workshops were held on January 13, 2015, February 5, 2015, June 29, 2015, and October 29, 2015. Throughout the workshop process, staff strived to build community consensus on reasonable and equitable development opportunities.

At the 1st workshop, staff presented the purpose of the Rural Residential Enclaves Small Area Study effort and discussed existing site conditions. Residents also provided information concerning important community characteristics.

During the 2nd workshop, staff presented a summary of the previously collected workshop information, along with a preliminary Berry Dease Study Area boundary. At the request of residents, staff also provided an overview of the wetland and conservation determination process. Workshop attendees generally consisted of property owners seeking maximize their development opportunities, or those wanting to retain existing rural densities and large lot development patterns (*e.g., 1 or 2-acre minimums*). At the conclusion of the workshop, no compromise between the two factions was achieved.

At the request of Commissioner Clarke, a 3rd unscheduled community workshop was held on June 29, 2015. During this special meeting, staff presented various design options with specific design standards aimed at retaining existing rural character and ensuring development compatibility through the use of transitional land use and buffering techniques. The options included the establishment of 1) "Like-to-like" lot sizes along the perimeter with smaller lots located internally; 2) a minimum 25' wide landscaped perimeter buffer adjacent to minimum one-acre lots, with smaller lots located internally or along S.R. 417; and 3) a minimum 50' wide landscaped perimeter buffer adjacent to minimum half-acre lots, with smaller lots located internally or along S.R. 417. In addition to transitional techniques, staff also presented the following examples of rural design standards for the community's consideration:

1) *Providing a maximum lot coverage within perimeter lots;*

2) *Allowing rural-style fencing only along project perimeters (no walls);*

3) *Prohibiting gated communities; and*

4) *Requiring all residential lots less than a ½-acre in size to be located within internal project areas, excluding adjacent rights-of-way along S.R 417.*

Notwithstanding staff efforts to build community consensus, a majority of the ~30 residents in attendance continued to express the need to limit all new residential development to minimum one-acre lots. During the 4th and final Small Area Study workshop, various other rural design standard options were presented, but no consensus was reached.

Following the 3rd Berry Dease Study Area community workshop, the applicant submitted a revised Kurtyka PD/LUP, which reduced the original amount of proposed lots from 68 to 45, and maximum residential density from 3.87 units per net acre to 2.6 units per net acre. The applicant also agreed to the rural design standards presented by staff at the June 29, 2015, community workshop.

Most recently, on March 7, 2017, the preliminary findings and recommendations of the Rural Residential Enclaves Small Area Study, including specific recommendations for each of the four (4) targeted areas were presented to the Board of County Commissioners. At that time, the proposed development standards for the Berry Dease South Area (including the Kurtyka parcel) allowed smaller lots (less than a 1/4-acre) to be placed within the internal portions of a project when a minimum 100' wide perimeter buffer was established, and when minimum 1/2-acre lots were placed along the interior side of the buffer. The Kurtyka PD/LUP, as recommended for approval by the DRC on

December 2, 2015, met the draft development standards for the Berry Dease Road South Area as presented to the BCC on March 7, 2017.

However, during the March 7, 2017 BCC work session, and in order to further address compatibility, the BCC directed staff to modify the Berry Dease South Area development standards by requiring minimum 1/2-acre interior project lots and a range of 1/2-acre to 2.0-acre lots along perimeter buffers ranging from 25' to 40' in width (dependent upon perimeter lot size). As a result, both the DRC-recommended Kurtyka PD/LUP dated "Received December 3, 2015" and the alternative Kurtyka PD/LUP dated "Received April 5, 2016" and submitted by the applicant after the January 21, 2016 PZC public hearing, are now inconsistent with the pending Rural Residential Enclaves Study Area development standards.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

Environmental

The subject property contains Class III wetlands, as determined by approved Conservation Area Determination CAD-14-03-016. A Conservation Area Impact (CAI) permit is required for any proposed conservation area encroachments, and shall be approved by the BCC prior to, or concurrently with, a public hearing for the Preliminary Subdivision Plan (PSP).

Development of the subject property shall also comply with all state and federal regulations regarding endangered, threatened, or species of special concern. The Environmental Assessment report dated December 26, 2013, indicated that gopher tortoise burrows were observed on site. The property is also within the sand skink consultation area. The applicant is responsible for obtaining and required habitat permits from the U.S. Fish and Wildlife Service and/or the Florida Fish and Wildlife Conservation Commission.

Transportation / Concurrency

Based on the 9th Edition of the ITE Trip Generation Manual, the proposed development of 45 single family detached residential dwelling units will generate 51 pm peak hour trips. Data from the Concurrency Management System database dated February 20, 2017, indicates that Dean Road from Curry Ford Road to Lake Underhill Road is operating at Level of Service F and capacity is currently not available along this roadway segment. The applicant will be required to submit a traffic study for review and approval by the Transportation Planning Division prior to obtaining an approved Capacity Encumbrance Letter (CEL) and building permit. This information is dated and is subject to change.

In addition, unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition and nothing in the decision to approve this land use plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

Water / Wastewater / Reclaim

	Existing service or provider
Water:	Orange County Utilities
Wastewater:	Orange County Utilities
Reclaimed:	Unavailable

Schools

Capacity Enhancement Agreement (CEA) OC-14-015 applies to this project. The CEA has been fully executed.

Parks

Orange County Parks and Recreation staff reviewed the request but did not identify any issues or concerns.

Specific Project Expenditure Report and Relationship Disclosure Forms

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Planning and Zoning Commission (PZC) Recommendation – (January 21, 2016)

Make a finding of inconsistency with the Comprehensive Plan and recommend **DENIAL** of the Kurtyka Planned Development / Land Use Plan (PD / LUP).

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the Planning and Zoning Commission with a recommendation that they make a finding of consistency with the Comprehensive Plan (CP) and recommend approval of the Kurtyka Planned Development / Land Use Plan (PD / LUP), subject to the 10 recommended Development Review Committee (DRC) conditions, plus the following new Condition (#11) to address specific transitional land use techniques and rural design standards aimed at achieving compatibility with the adjacent Berry Dease neighborhood:

11. *The project shall incorporate the following design standards aimed at retaining existing rural character and ensuring development compatibility:*

a. *All access shall be provided through the adjacent Econ Landing PD to the south only;*

b. *Minimum 50', naturally landscaped and enhanced buffer tracts, that are owned and maintained by an HOA, shall be provided along any PD perimeter that abuts existing rural properties or boundaries;*

c. *Minimum ½-acre residential lots shall be located adjacent to all HOA-owned and maintained perimeter buffer tracts;*

d. *Primary structure lot coverage within all minimum ½-acre lots shall not exceed 15%;*

e. *Rural-style fencing only (no walls) shall be permitted along residential lots abutting perimeter buffer tracts, or along the PD perimeter;*

f. *Gated development is prohibited; and*

g. *Residential development shall consist of detached single-family units only.*

Staff noted that six hundred thirty-three (633) notices were sent to property owners within an area extending beyond 1,100 feet from the subject property, and that a total of twenty-five (25) commentaries regarding the request had been received, all in opposition. Concerns of compatibility with the area's rural character and lifestyle were expressed. Staff also indicated that two (2) community meetings for the request were held on June 4, 2014, and February 23, 2015. Attendees expressed opposition to the project who feel it is incompatible with the existing rural character of the area.

Prior to the Kurtyka PD public hearing, a work session was held with the PZC to introduce a staff-initiated Rural Enclaves Small Area Study and Neighborhood Plan for four (4) rural neighborhoods in the County. The Small Area Study effort was prompted in part by previous applications to rezone properties within the enclaves, and its purpose is to evaluate alternative planning strategies and Comprehensive Plan (CP) amendments aimed at balancing reasonable growth demands and compatibility measures within each neighborhood. One of the subject rural enclaves includes the Berry Dease Neighborhood, within which the subject Kurtyka PD is located.

During the Kurtyka PD public hearing, staff reiterated that six (6) community meetings for either the broader Berry Dease neighborhood Rural Enclaves Small Area Study or the specific Kurtyka PD/LUP had been held, but that consensus among property owners in the neighborhood on an approach for achieving a balanced and compatible development framework had not been achieved. As it pertains to this request, staff also indicated that the applicant had proactively revised their application by reflecting the transitional land use techniques and rural design standards addressed by new Condition #11, and that the proposed PD was consistent with the draft Rural Enclaves Small Area Study recommendations for the Berry Dease neighborhood. Finally, the PZC was reminded by staff that CP Policy FLU8.2.11 clearly states that "*compatibility may not necessarily be determined to be a land use that is identical to those that surround it*", and that "*other*

factors may be considered, such as the design attributes of the project, its urban form, the physical integration of a project, and its function in the broader community".

The applicant, Jim Hall, was present and expressed support for the staff recommendation. Mr. Hall also restated their efforts to ensure compatibility through the use of the transitional land use techniques and rural design standards outlined by staff and the draft Rural Enclaves Small Area Study recommendations.

Following the applicant's presentation, Chairperson Demostene opened the hearing for public comment. Although a few neighborhood property owners or their representatives were present to speak in favor of the request, a majority of residents spoke in opposition. In summary, those in opposition noted and described the unique rural character of the Berry Dease neighborhood, and felt that even with a commitment by the applicant to establish a 50' landscaped perimeter buffer adjacent to minimum 1/2-acre lots, and the other rural design / access conditions, the project would be highly incompatible. Some speakers also expressed fear that approval would set a precedent for similar requests.

Following approximately two (2) hours of public testimony, lengthy discussion among PZC members ensued, with much time devoted to the question of consistency with the Comprehensive Plan and compatibility. Despite the property's underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation which allows consideration of a maximum density of 4 residential dwelling units per acre, and the applicability of Policy FLU8.2.11 which recognizes that compatibility can be achieved through project design and form, a majority of commissioners were not convinced that the request passed the compatibility test.

In support of the application, Commissioner Dunn noted the property's location within the Urban Service Area (USA) and consistency with the Low Density Residential (LDR) Future Land Use Map (FLUM) designation. He also acknowledged the applicant's compromises and felt that the plan reflected an appropriate transition between the higher densities to the south, and the lower densities within the rural enclave. Commissioner Cantero also supported the request, stating that the property was located within the USA, was not located in a Rural Settlement, and even though the Rural Enclaves Study recommendations had not been formally adopted into the CP, the applicant had agreed with the proposed compatibility measures (new Condition #11).

Commissioner Barrett strongly supported those residents in opposition, stating that the request was incompatible and that it was unfair that a developer could "come in and change the style of living" for those in the neighborhood. He further stated his personal opinion that "we sometimes have to realize what the residents in the community want, and quit leaning everything towards a developer". Commissioner Wean also expressed strong opposition, because the applicant "had not met the burden of proof" for compatibility, and because of uncertain traffic impacts. He further stated that his opinion was not based on the pending Rural Enclaves Study staff recommendations.

Although Commissioners DiVecchio and Baldocchi eventually supported a motion to deny, they found some merit to the applicant's request. More specifically, Commissioner DiVecchio recognized the "unique situation" in that the property was located within the Urban Service Area (USA) along S.R. 417, was designated Low Density Residential (LDR) on the Future Land Use Map, and was immediately adjacent to higher residential densities

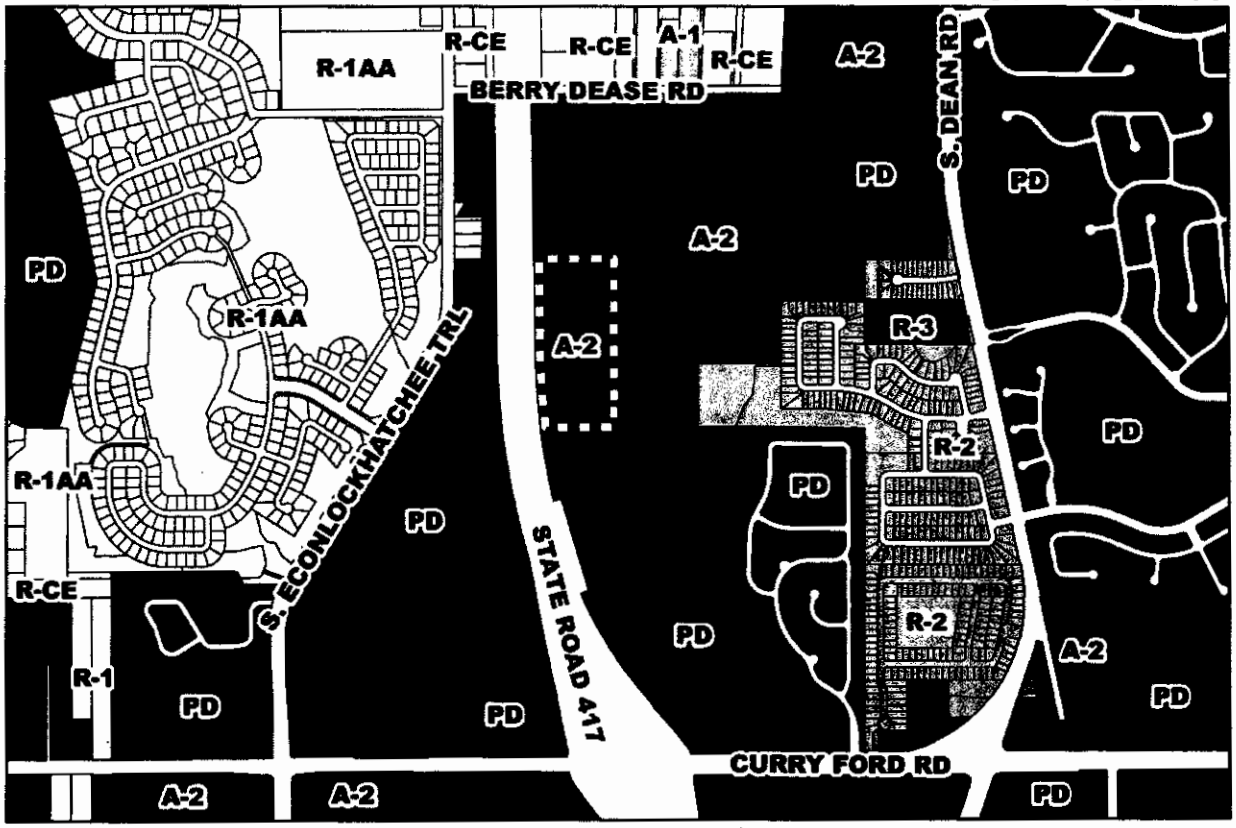
to the south. He felt that the applicant "did a good job of attempting to work with neighbors", but found that the proposed density would be incompatible with adjacent rural properties. Commissioner Baldocchi noted that the subject property appeared to be under the same ownership since 1984 or beyond, and that their long-time expectations and development rights should also be considered. He also recognized that in accordance with Policy FLU8.2.11, project compatibility was not solely achieved by providing identical land uses to those that surround it. Finally, Commissioner Baldocchi noted that despite failure to reach consensus among all neighborhood residents, he felt that a compromise was close.

In her comments, Commissioner Demostene stated that "the neighbors proved beyond a shadow of a doubt" that the project was incompatible by pointing out differences in proposed lot sizes, lot widths, and residential density. She also recognized that "the developer made great efforts and reasonable compromises", but that it did not go far enough to address compatibility. As an example, Commissioner Demostene felt that providing minimum 130' wide lots along the proposed perimeter landscaped buffer was an improvement, but suggested that minimum 160' - 165' wide lots would be a better compromise. Regarding internal lots, she also believed that minimum 40' wide lots were too small and suggested minimum 1/4-acre lot sizes or 50' wide lot widths. When asked to comment on suggested modifications, the applicant indicated that the perimeter minimum lot widths could be increased to 160', but that a commitment for increased internal lot sizes could not be provided without owner/client authorization.

At the conclusion of lengthy discussion, Commissioner Wean made a motion to find the request to be inconsistent with the Comprehensive Plan and recommended **DENIAL** of the Kurtyka Planned Development / Land Use Plan (PD/LUP). The motion was seconded by Commissioner Barrett, and was then carried on a 6-2 vote, with Commissioners Dunn and Cantero voting in opposition.

Motion / Second	Paul Wean / Marvin Barrett
Voting in Favor of Motion	Paul Wean, Marvin Barrett, Tina Demostene, JaJa Wade, Rick Baldocchi, and Pat DiVecchio
Voting Against Motion	Jose Cantero and James Dunn
Absent	Yog Melwani

LUP-14-03-069



Subject Property

Subject Property

Zoning Map

ZONING: A-2 (Farmland Rural District) to PD (Planned Development District)

APPLICANT: Jim Hall, VHB, Inc.

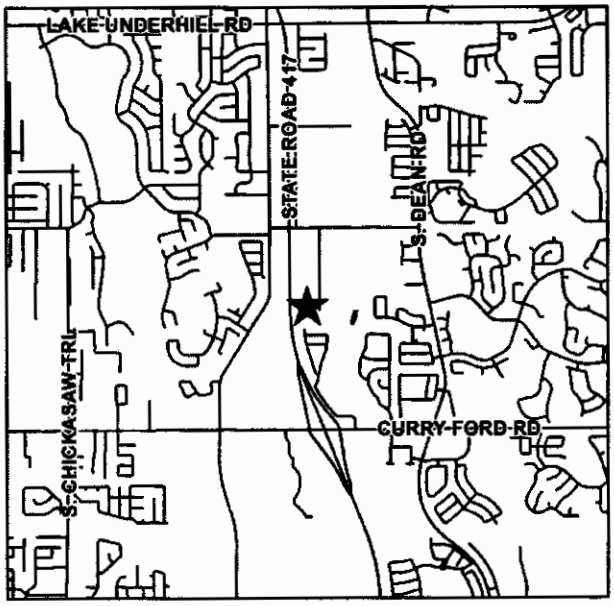
LOCATION: 2004 Gregory Road; or generally located on the west side of Gregory Road, approximately 1,300 feet south of Berry Dease Road

TRACT SIZE: 17.59 gross acres

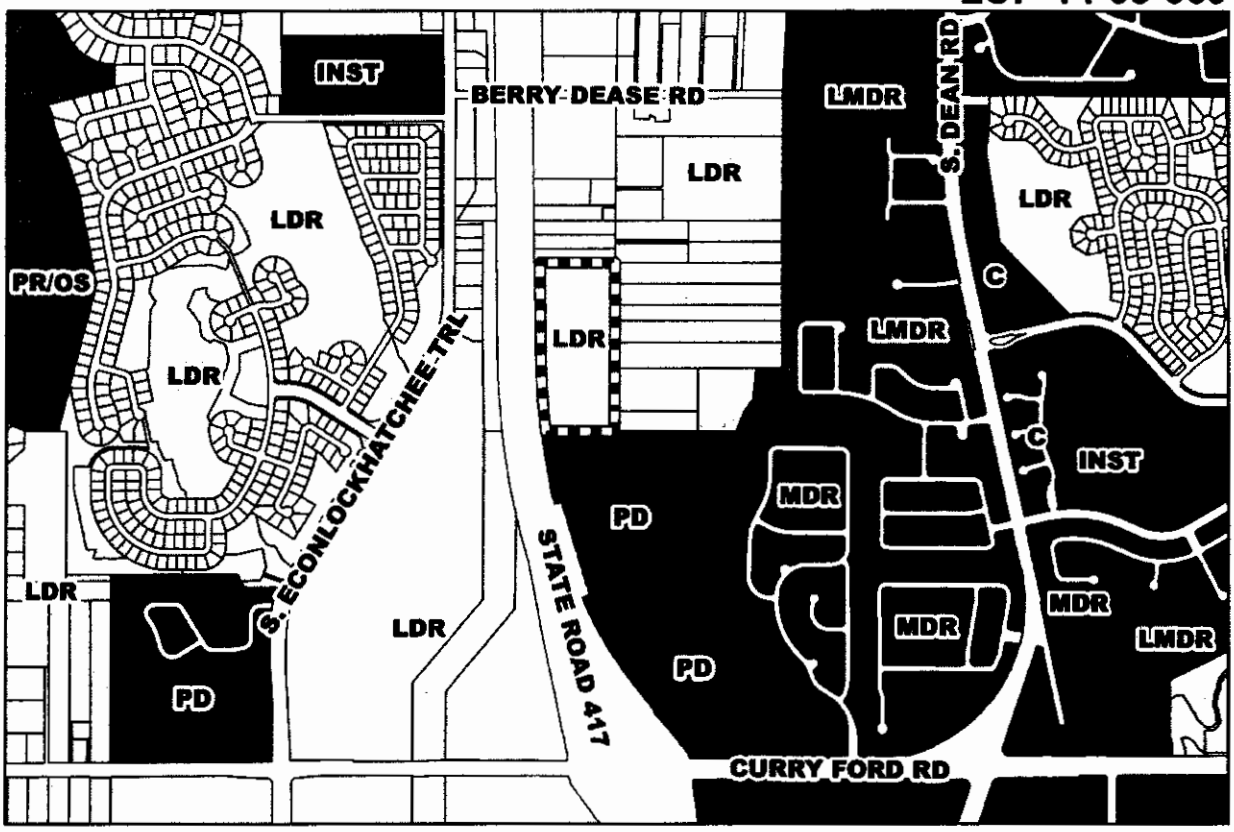
DISTRICT: # 3

S/T/R: 06/23/31

1 inch = 1,250 feet



LUP-14-03-069



Subject Property

Subject Property

Future Land Use Map

FLUM: Low Density Residential (LDR)

APPLICANT: Jim Hall, VHB, Inc.

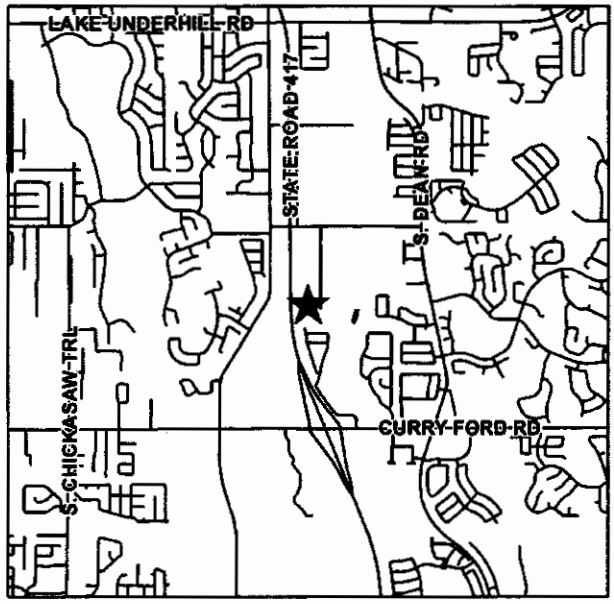
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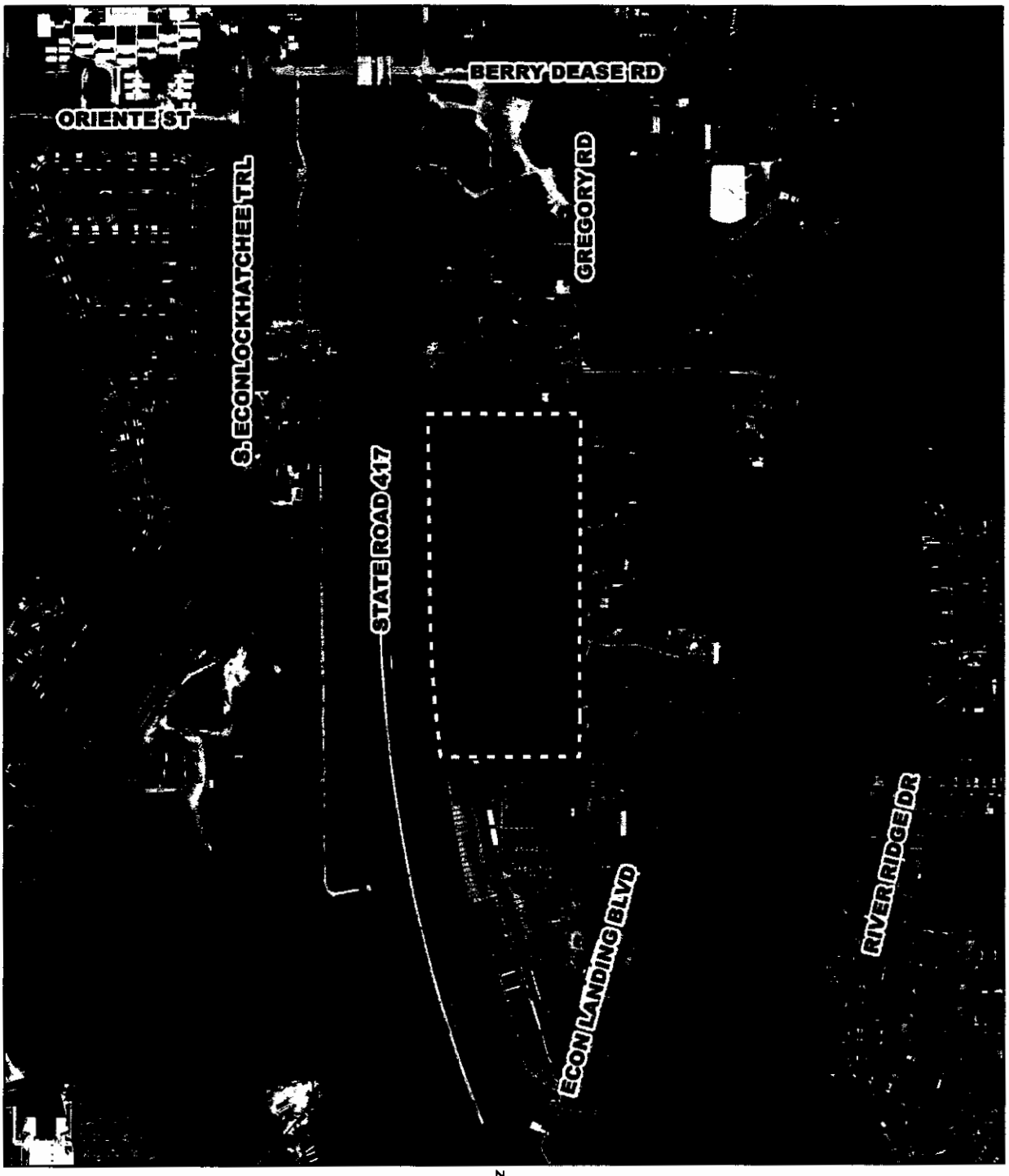
DISTRICT: # 3

S/T/R: 06/23/31

1 inch = 1,250 feet



LUP-14-03-069



Subject Property

N
W
E
S

1 inch = 500 feet

Land Use Plan

Issued for: **Orange County**

Date Issued: **July 11, 2014**

Latest Issue: **October 1, 2015**

Sheet Index

Number	Drawing Title	Latest Issue
C-1	Cover Page	10/1/2015
C-2	Existing Conditions	8/25/2015
C-3	Land Use Plan	10/1/2015

Reference Drawings

Number	Drawing Title	Latest Issue
SV-1	Boundary Survey	

LEGAL DESCRIPTION:

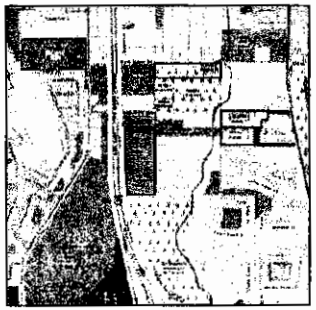
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

Southwest 1/4 of the Northeast 1/4 of Section 6, Township 23 South, Range 31 East, Orange County, Florida. LESS the West 555.18 Feet, LESS and EXCEPT that part conveyed to the Orlando-Orange County Expressway Authority by that certain Warranty Deed recorded in Official Records Book 4048, Page 3119, Public Records of Orange County, Florida.

Kurtyka PD

Orange County, Florida

Parcel ID: 06-23-31-0000-00-008



Site Location Map ↑

Property Owners

Owner/Developer:
M/I HOMES
100 International Parkway Suite 170
Lake Mary, Florida 32746
(407) 531-5133

Applicant:
VHB
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
(407) 839-4006

Environmental:
Bio-Tech Consulting, Inc
[illegible]
Orlando, FL 32803
Ph:(407) 894-7069

Surveyor:
Sears Surveying Company
136 Wagram Place
Maitland, FL 32751
407-643-1332

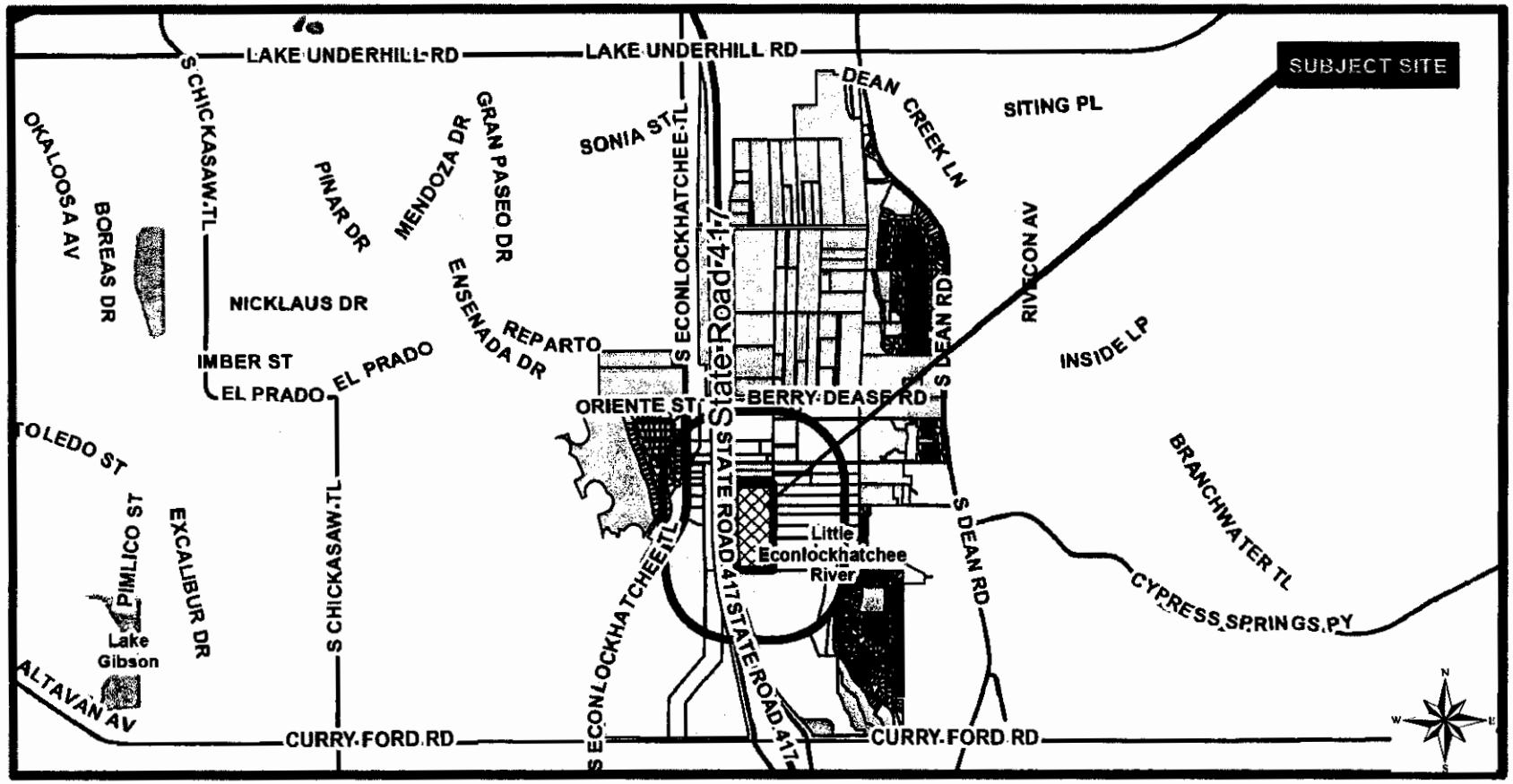
Geotechnical Engineer:
Universal Engineering Sciences
3532 Maggie Boulevard
Orlando, FL 32811
Ph:(407) 423-0300 - Fax:(407) 423-1106

RECEIVED
By The Development Review Committee (DRC) Office at 2:03 pm, Dec 03, 2015

vhb
Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
407.839.4006 • FAX 407.839.4008
Certificate of Authorization Number FL #3932

Kurtyka PD/LUP

Public Notification Map
Kurtyka_LUP-14-03-069
633 Notices



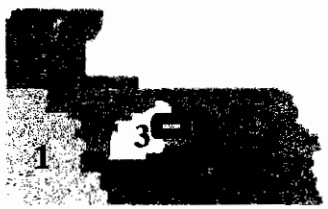
LEGEND

- SUBJECT
- 1100 ft. BUFFER
- NOTIFIED PARCELS PER CODE
- ADDITIONAL NOTIFIED PARCELS
- CUSTOM BUFFER
- HYDROLOGY

Feet

0 2,950 5,900

1 inch = 2,220 feet



S:\Business Systems\Board Administration_SUBSTANTIAL CHANGE\2015\PLANNING\Kurtyka_LUP-14-03-069\MAP.mxd.

Notification Map

Rezoning Staff Report
Case # LUP-14-03-069
BCC Hearing Date: June 20, 2017

POST - PLANNING AND ZONING COMMISSION (PZC) PD/LUP REVISIONS

Subsequent to the January 21, 2016 PZC public hearing, and prior to requesting a final public hearing before the Board of County Commissioners (BCC), the applicant considered PD/LUP modifications to more effectively address compatibility concerns. As a result of continued plan evaluation, and subsequent discussions with District 3 Commissioner Pete Clarke, the applicant submitted a modified PD/LUP dated "Received April 5, 2016" by incorporating the following changes:

1) Reduced maximum residential yield from 45 units to 43 units;

2) Reduced residential density from 2.6 du/ac to 2.4 du/ac;

3) Increased the depth of the northern/eastern PD perimeter buffer from fifty feet (50') to one-hundred feet (100');

4) Increased the minimum width of lots adjacent to the eastern PD perimeter buffer from one-hundred feet (100') to one-hundred seventy feet (170'); and

5) Increased the minimum width of all remaining lots from 40' to 50'.

With the understanding that the revised PD/LUP is no longer consistent with the pending Rural Residential Enclaves Study Area development standards; should the BCC find the proposed rezoning and the modifications listed above to be consistent with the Comprehensive Plan, staff is recommending that it **APPROVE** the Kurtyka Planned Development / Land Use Plan (PD / LUP) dated "Received April 5, 2016", subject to the following conditions, and final review by the Development Review Committee (DRC):

1. Development shall conform to the Kurtyka Planned Development / Land Use Plan (PD/LUP) dated "Received April 5, 2016" and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received April 5, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or

written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition and nothing in the decision to approve this land use plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

5. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination and a Conservation Area Impact Permit. Approval of this plan does not permit any proposed conservation impacts.

6. There shall be no access to the site from Gregory Road.

7. The following Education Condition of Approval shall apply:

   a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of September 9, 2014.

   b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the zero (0) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County shall again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

   c. Developer, or its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's

enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.

d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.

e. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.

8. The Developer shall obtain water and wastewater service from Orange County Utilities.

9. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.

10. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.

11. The project shall incorporate the following design standards aimed at retaining existing rural character and ensuring development compatibility:

a. All access shall be provided through the adjacent Econ Landing PD to the south only;

b. Minimum 100-foot wide, naturally landscaped and enhanced buffer tracts, that are owned and maintained by an HOA, shall be provided along any PD perimeter that abuts existing rural properties or boundaries;

c. Minimum ½-acre residential lots shall be located adjacent to the HOA-owned and maintained perimeter buffer tract along the eastern PD boundary;

d. Primary structure lot coverage within all minimum ½-acre lots shall not exceed 15%;

e. Rural-style fencing only (no walls) shall be permitted along residential lots abutting perimeter buffer tracts, or along the PD perimeter;

f. Gated development is prohibited; and

g. Residential development shall consist of detached single-family units only.

Land Use Plan

Issued for: **Orange County**

Date Issued: July 11, 2014

Latest Issue: April 4, 2016

Sheet Index

Number	Drawing Title	Latest Issue
C-1	Cover Page	4/4/2016
C-2	Existing Conditions	8/25/2015
C-3	Land Use Plan	3/30/2016

Reference Drawings

Number	Drawing Title	Latest Issue
SV-1	Boundary Survey	

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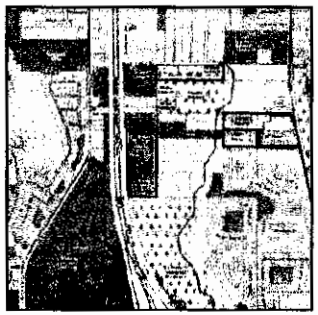
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Kurtyka PD

Orange County, Florida

Parcel ID: 06-23-31-0000-00-008



Site Location Map

Property Owners

Owner/Developer:
M/I HOMES
400 International Parkway Suite 470
Lake Mary, Florida 32746
(407) 531-5133

Applicant:
VHB
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
(407) 839-4006

Environmental:
Bio-Tech Consulting, Inc.
2002 East Robinson Street
Orlando, FL 32803
Ph (407) 894-5969

Surveyor:
Sunet Surveying Company
320 Wekiva Place
Maitland, FL 32751
407-645-1522

Geotechnical Engineer:
Universal Engineering Sciences
3532 Maggie Boulevard
Orlando, FL 32811
Ph (407) 423 0504 - Fax (407) 423 3106

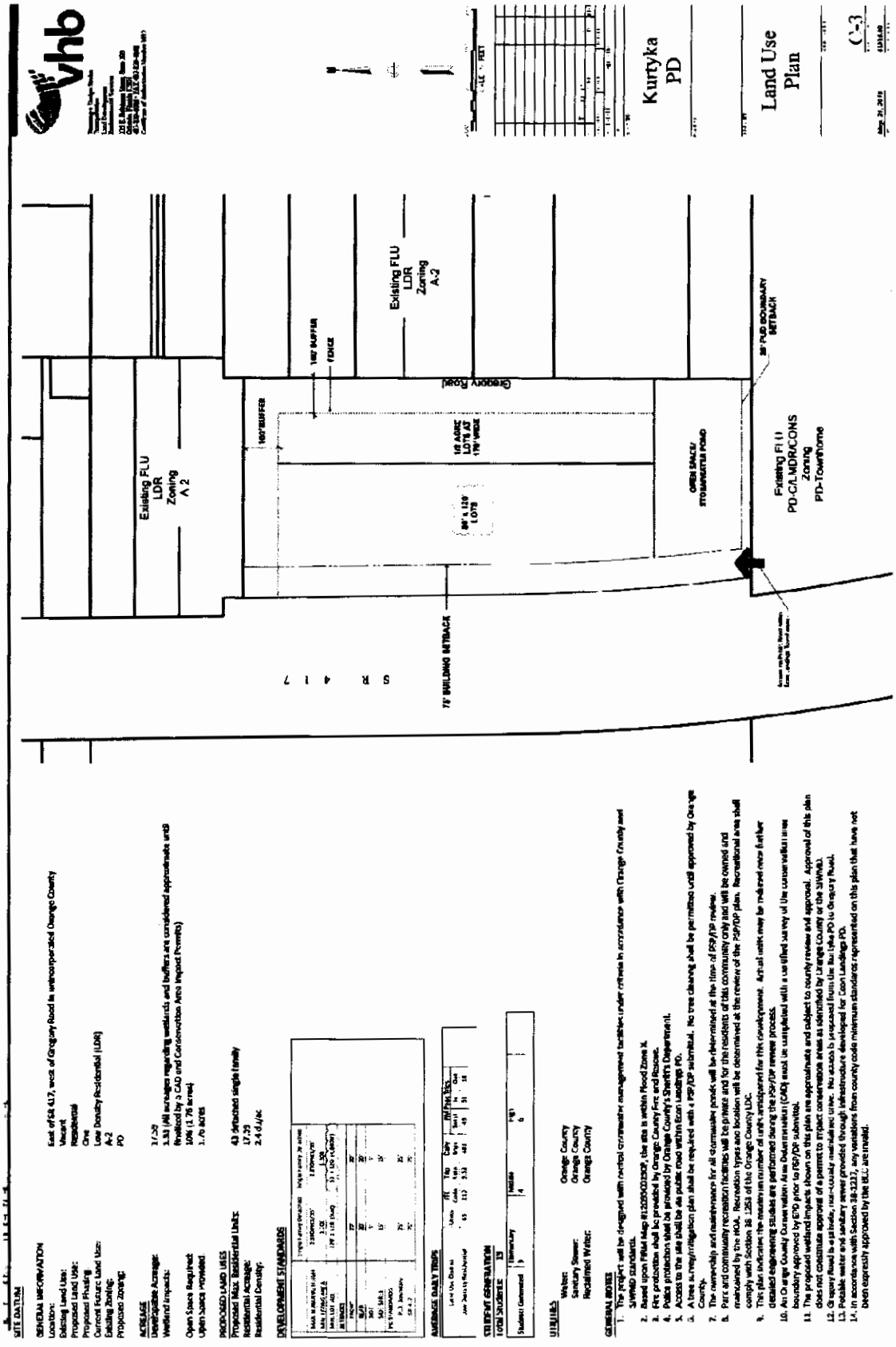
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vhb

Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
407 839 4006 • FAX 407 839 4008
Certificate of Authorization Number FL #3932

Kurtyka PD / LUP Cover Sheet (*April 05, 2016*)

Kurtyka PD / LUP (*April 05, 2016*)



Interoffice Memorandum

June 5, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON: **Lori Cunniff, CEP, CHMM, Deputy Director**
Community, Environmental and Development
Services Department
(407) 836-1405

SUBJECT: June 20, 2017 – Public Hearing
Revisions to Chapter 15, Article XVII. Fertilizer Management

The Environmental Protection Division (EPD) is presenting proposed revisions to the Fertilizer Management Ordinance. Orange County approved the original Ordinance in 2009.

EPD is proposing changes to the Fertilizer Management Ordinance in order to remain in compliance with the 2016 Florida Springs and Aquifer Protection Act. This Act requires Priority Springs stakeholders to have an ordinance with minimum language in the Florida Department of Environmental Protections Model Ordinance for Florida Friendly Fertilizer Use on Urban Landscapes (403.9337, Florida Statutes). In addition, there were revisions to the Urban Turf Rule (5E - 1.003, Florida Administrative Code) for which our code needed updates. These changes included the addition of landscape plants, language requiring cleanup of spilled product and nitrogen application requirements for certain grass species.

Stakeholder public meetings were held on March 29, 2017 and April 12, 2017. On April 26, 2017, the Environmental Protection Commission (EPC) unanimously voted to support the proposed changes to the Ordinance. EPD presented a draft of this Ordinance to the Board of County Commissioners during a work session on June 6, 2017.

The County Attorney's Office has reviewed the revised ordinance as to form.

ACTION REQUESTED: **Approval and execution of Fertilizer Management Code Amendments, as recommended by staff. All Districts**

LC/JVW: mg

Attachment

DRAFT
04/26/17

ORDINANCE NO. 2017-___

AN ORDINANCE AMENDING THE "FERTILIZER MANAGEMENT ORDINANCE" REGULATING THE APPLICATION OF FERTILIZER ON LAND IN ORANGE COUNTY; CREATING SECTION 15-800, FINDINGS AND PURPOSE; AMENDING SECTION 15-801, DEFINITIONS; AMENDING SECTION 15-803, WEATHER AND SEASONAL RESTRICTIONS; AMENDING SECTION 15-804, FERTILIZER CONTENT; APPLICATION RATE; AMENDING SECTION 15-805, FERTILIZER-FREE ZONES; AMENDING SECTION 15-808, EXEMPTIONS; EXCEPTIONS; AMENDING SECTION 15-809, COMMERCIAL TRAINING REQUIREMENTS; PROOF OF COMPLIANCE; AMENDING SECTION 15-810, COMMERCIAL APPLICATORS; BUSINESS TAX CERTIFICATE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. Amendments; In General. Chapter 15 of the Orange County Code is amended as set forth in Section 2 through Section 14 herein with new additions being shown as underlined and deletions being shown by strike-throughs.

Section 2. Creating Section 15-800. Section 15-800, presently "Reserved" under Article XVI (Pollutant Storage Tanks) of Chapter 15, is created to read as follows:

Sec. 15-800. Findings and Purpose.

As a result of impairment to Orange County's surface waters, groundwater, and springs caused by excessive nutrients, Orange County has determined that the improper use of fertilizers on land creates a risk of contributing to adverse effects on surface and groundwater. This ordinance regulates the proper use and application of fertilizer, training requirements, and restricted application periods in Orange County.

Section 3. ***Amending Section 15-801.*** Section 15-801 ("Definitions.") is amended to read as follows:

Sec. 15-801. Definitions.

Apply or *application* means the physical deposit, placement, or release of fertilizer upon soil, ~~or~~ turf, or landscape plants.

Applicator means any person who applies fertilizer.

Article means chapter 15, article XVII, of the Orange County Code of Ordinances, as amended, unless otherwise specified.

Best management practices (BMPs) means the practice or combination of practices based on research, field testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies, and protecting natural resources.

Commercial applicator means any person who applies fertilizer in exchange for money, goods, services, or other valuable consideration and who is required by law, ordinance, or regulation to obtain an Orange County local business tax certificate.

~~*County-approved best management practices training program* means a program approved as such in writing by the Manager of the Orange County Environmental Protection Division. The program shall include the most current version of "Florida Friendly Best Management Practices for Protection of Water Resources by Green Industries, December 2008." The Orange County Environmental Protection Division will maintain a publicly available list of approved training programs.~~

Fertilizer means any substance or mixture of substances, excluding pesticides, organic composts, and fertilizer derived from biosolids, that contains one (1) or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Golf course means any public or private area of land designed and used exclusively for playing or practicing golf, including tees, fairways, greens, rough areas, hazards, and driving ranges (stand-alone ranges or those associated with a golf course). A golf course shall also include the following uses if they are accessory to the above uses: clubhouses, and all facilities adjacent to and associated with the daily operations of the above-referenced areas. Golf-related structures or features on residentially zoned private land shall not constitute a golf course.

Groundcover means plants used in mass as alternative to turf or lawn and/or to create variety in landscape; usually not having a mature height over two (2) feet tall.

Landscape plants means any shrub, tree, or groundcover, excluding turf and vegetable gardens.

Person means any person, natural or artificial, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or any other legal entity, the United States of America, and the State of Florida and all political subdivisions, regions, districts, municipalities, and public agencies.

Restricted season means the period from June 1 through September 30.

Slow release means nitrogen in a form which delays its availability for plant uptake and use for an extended period after application, or which extends its availability to the plant longer than a readily available, rapid, or quick-release product. This definition includes the terms "controlled release," "timed release," "slowly available," and "water insoluble."

Turf, sod, or *lawn* means a mat layer of monocotyledonous plants, including but not limited to, Bahia, Bermuda, Centipede, Paspalum, St. Augustine, ~~and~~ or Zoysia~~, or other groundcover~~.

Section 4. ***No amendment to Section 15-802.*** There is no amendment to Section 15-802 ("Applicability."), which shall remain unchanged.

Sec. 15-802. Applicability.

Consistent with section 704 of the Orange County Charter, this ordinance shall be applicable throughout all of Orange County, except in municipalities that have minimum standards for the

regulation of fertilizer application that are no less strict than those in this article.

Section 5. Amending Section 15-803. Section 15-803 ("Weather and seasonal restrictions."), is amended to read as follows:

Sec. 15-803. Weather and seasonal restrictions.

(a) No fertilizer containing nitrogen or phosphorus shall be applied to turf or landscape plants during a period for which the National Weather Service has issued any of the following advisories for any portion Orange County: a severe thunderstorm warning or watch, flood warning or watch, tropical storm warning or watch, or hurricane warning or watch~~, or a three-day cone of uncertainty~~.

(b) No person, except applicators certified pursuant to section 15-809 herein, shall apply fertilizer containing nitrogen or phosphorus to turf or landscape plants during the restricted season from June 1 through September 30.

Section 6. Amending Section 15-804. Section 15-804 ("Fertilizer content; application rate.") is amended to read as follows:

Sec. 15-804. Fertilizer content; application rate.

(a) No ~~All~~ fertilizer shall be used unless labeled in accordance with state law.

(b) No fertilizer containing phosphorus shall be applied to turf or landscape plants. Provided, however, where phosphorus deficiency has been demonstrated in the soil ~~underlying the turf~~ by a soil analysis test performed by a ~~State of Florida certified~~ laboratory using University of Florida's Institute of Food and Agricultural Sciences ("UF/IFAS") approved methodology, phosphorus may then be applied ~~to turf~~ at a rate no greater than one-quarter of one pound (0.25 lb.) of phosphorus per one thousand (1,000) square feet per application, not to exceed one-half pound (0.5 lb.) of phosphorus per one thousand (1,000) square feet per year. Any person who obtains such a soil analysis test showing a phosphorus deficiency ~~and who wishes to~~ may apply phosphorus ~~to turf~~ and shall ~~mail a copy of~~ provide the test results to the Orange County Environmental Protection Division, Attention: Manager~~, 800 Mercy Drive, Orlando, Florida 32808~~

within thirty (30) days of receipt of results. ~~In addition, phosphorus may be applied at the foregoing rate to newly installed, regardless of whether a soil deficiency test has been performed, for a period of sixty (60) days following installation.~~

(c) No fertilizer containing nitrogen shall be applied ~~to turf~~ unless at least fifty (50) percent of its nitrogen content is slow release as indicated on the Guaranteed Analysis label, with no more than one (1) pound total nitrogen per one thousand (1,000) square feet of area per application.

(d) Notwithstanding subsection 15-804(c), commercial applicators may apply fertilizer ~~to turf~~ at a rate that does not exceed one-half of one pound (0.5 lb.) of readily available nitrogen per one thousand (1,000) square feet of area, provided, however, that any application that exceeds one-half of one pound (0.5 lb.) of nitrogen shall conform to subsection 15-804(c).

(e) Notwithstanding any other provision of this section 15-804, fertilizers applied to turf must follow the guidelines found in Rule 5E-1.003, F.A.C., as it may be amended. ~~no fertilizer shall be applied at a rate that exceeds the limits per plant species set forth below:~~

~~Plant Species/Nitrogen limit:~~

~~Bahia grass: 2 – 4 pounds of nitrogen per 1,000 square feet per year.~~

~~Bermuda grass: 4 – 6 pounds of nitrogen per 1,000 square feet per year.~~

~~Centipede grass: 2 – 3 pounds of nitrogen per 1,000 square feet per year.~~

~~St. Augustine grass: 2 – 5 pounds of nitrogen per 1,000 square feet per year.~~

~~Zoysia grass: 3 – 6 pounds of nitrogen per 1,000 square feet per year.~~

Section 7. ***Amending Section 15-805.*** Section 15-805 ("Fertilizer-free zones.") is amended to read as follows:

Sec. 15-805. Fertilizer-free zones.

(a) No fertilizer shall be applied within ~~ten (10)~~ fifteen (15) feet of any wetland or surface waters, including but not limited to a lake, pond, stream, water body, water course, or canal. ~~Additionally, no fertilizer shall be applied within ten (10) feet of any wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code, as it may be amended or superseded).~~

(b) No fertilizer shall be deposited, washed, swept, or blown off, intentionally or inadvertently, onto any impervious surface, public right-of-way, public property, stormwater drain, ditch, conveyance, or water body. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or landscape plants or any other legal site, or returned to the original or other appropriate container.

(c) A low-maintenance zone is strongly recommended, though not required, for all areas within ~~six (6)~~ ten (10) feet of the normal high water elevation of any lake, pond, stream, water body, water course or canal, or any wetland, excluding permitted stormwater ponds. Low-maintenance zones should be planted and managed in such a way as to minimize the need for watering, mowing, and other active maintenance. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent over-spray of aquatic weed control products in this zone.

Section 8. No amendment to Section 15-806. There is no amendment to Section 15-806 ("Mode of application."), which shall remain unchanged.

Sec. 15-806. Mode of application.

Broadcast spreaders applying fertilizers must be equipped with deflector shields positioned to deflect fertilizer from all impervious surfaces, rights-of-way, stormwater drains, ditches, conveyances, and water bodies.

Section 9. ***No amendment to Section 15-807.*** There is no amendment to Section 15-807 ("Grass clippings and vegetative material/debris."), which shall remain unchanged.

Sec. 15-807. Grass clippings and vegetative material/debris.

Grass clippings and/or vegetative material/debris shall not be deposited, washed, swept, or blown off, intentionally or inadvertently, onto any impervious surface, public right-of-way, stormwater drain, ditch, conveyance, or water body.

Section 10. ***Amending Section 15-808.*** Section 15-808 ("Exemptions; exceptions.") is amended to read as follows:

Sec. 15-808. Exemptions; exceptions.

(a) Sections 15-805 through 15-810 of this article shall not apply to golf courses; provided, however, fertilizer shall not be applied to golf courses in excess of the provisions ~~of the Florida Department of Environmental Protection ("FDEP") document, BMPs for the Enhancement of Environmental Quality on Florida Golf Courses, January 2007~~ set forth in Rule 5E-1.003(3), F.A.C., as it may be amended.

(b) This article shall not apply to any bona fide farm operation that Orange County is without authority to regulate with regard to fertilizer application pursuant to the Florida Right to Farm Act, F.S. (~~2007~~2016) § 823.14 et seq., or other applicable state law.

(c) This article shall not apply to sports turf areas at parks and athletic fields.

Section 11. ***Amending Section 15-809.*** Section 15-809 ("Commercial training requirements; proof of compliance.") is amended to read as follows:

Sec. 15-809. ~~Commercial t~~Training requirements; proof of compliance.

(a) No commercial applicator shall cause fertilizer to be applied, except at his or her own residence, without ~~proof of successful completion of a county approved best management practices training program within the previous three (3) years, unless he or she is under the direct physical supervision of a person who has proof of successful completion of such a training program~~

a valid limited certification for urban landscape commercial fertilizer application from the Florida Department of Agriculture and Consumer Services, as specified in section 15-809(c).

(b) Each commercial applicator shall ensure that each applicator he or she employs has ~~successfully completed a county-approved best management practices training program within one hundred eighty (180) days of initial employment and shall ensure that prior to the successful completion of said program, each employee applicator shall work under the direct physical supervision of a person who has successfully completed said program~~ a valid limited certification for urban landscape commercial fertilizer application from the Florida Department of Agriculture and Consumer Services prior to the application of fertilzer.

(c) Possession of a valid limited certification for urban landscape commercial fertilizer application from the Florida Department of Agriculture and Consumer Services or the Florida Department of Environmental Protection's *Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries* training by UF/IFAS shall suffice as evidence of completion of a county-approved best management practices training program.

(d) Non-commercial applicators shall provide proof on an annual basis of successful completion of the online training "Orange County Fertilizer Application Education Course for Citizens" on the Orange County fertilizer web page.

Section 12. Amending Section 15-810. Section 15-810 ("Commercial applicators; business tax certificate.") is amended to read as follows:

Sec. 15-810. Commercial applicators; business tax certificate.

Prior to obtaining or renewing an Orange County local business tax certificate for a business that provides landscape services, each commercial applicator shall provide proof of successful completion from ~~a~~ county-approved best management practices training programs within the previous three (3) years. ~~Commercial applicators who hold an Orange County local business tax certificate as of the effective date of this article shall provide such certificate of completion to the Orange County Tax Collector's office no later than March 1, 2010.~~ Possession of a valid limited certification for urban landscape commercial fertilizer application from the Florida Department of Agriculture and

Consumer Services or the Florida Department of Environmental Protection's *Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries* training by UF/IFAS shall suffice as evidence of completion of a county-approved best management practices training program.

Section 13. No amendment to Section 15-811. There is no amendment to Section 15-811 ("Variances."), which shall remain unchanged.

Sec. 15-811. Variances.

(a) All requests for a variance(s) from the requirements of this article shall be made in writing to the Manager of the Orange County Environmental Protection Division. The manager may require the applicant for a variance to provide such information as necessary to carry out the purpose of this article. The manager may approve, approve with conditions or deny requests for variances. A variance may be granted if strict application of the Orange County Fertilizer Management Ordinance would lead to unreasonable or unfair results in particular instances, provided that the applicant demonstrates with particularity that compliance will result in a substantial economic, health or other hardship on the applicant requesting the variance or those served by the applicant.

(b) Variances may be issued by the manager only upon satisfaction of the following:

(1) A showing of good and sufficient cause by the applicant that the cause is not self-imposed, and

(2) A determination by the manager that the variance is the minimum necessary to afford relief, and

(3) A determination by the manger that failure to grant the variance would result in a practical difficulty or a physical hardship affecting the applicant's economic use of the property, and

(4) A determination by the manager that the granting of the variance will not result in threats to the health, safety and welfare of the residents of the county or conflict with existing local laws or ordinances.

(c) Any person aggrieved by the decision of the manager may appeal pursuant to the provisions of section 15-38.

Section 14. ***No amendment to Section 15-812.*** There is no amendment to Section 15-812 ("Enforcement and penalty."), which shall remain unchanged.

Sec. 15-812. Enforcement and penalty.

(a) It shall be unlawful for any person to violate any provision of this article, or any provision of any resolution enacted pursuant to the authority of this article. Every code enforcement officer is authorized to enforce the provisions of this article. Any person who violates any provision of this article, or any provision of any resolution enacted pursuant to the authority of this article, shall be subject to the following penalties:

(1) First violation: Written notice.

(2) Second violation: Written notice.

(3) Third violation: Fine of fifty dollars ($50.00).

(4) Fourth and subsequent violations: Fine of one hundred dollars ($100.00)

(b) In addition to the enforcement provisions provided, the county may avail itself of any other legal or equitable remedy available to it including, without limitation, injunctive relief, in the enforcement of any provision of this article or any provision of any resolution enacted pursuant to the authority of this article. Any person violating this article shall be held liable for all costs incurred by the county in connection with enforcing this article, or any resolution enacted pursuant to the authority of this article including, but not limited to, attorney's fees.

Section 15. ***Effective Date.*** This ordinance shall take effect pursuant to general law.

ADOPTED THIS _____ DAY OF June, 2017.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Teresa Jacobs
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By:_____
Deputy Clerk

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