



AGENDA

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

TUESDAY, DECEMBER 11, 2012

MEETING STARTS AT 9:00 a.m.

- Invocation – District 3
- Pledge of Allegiance
- Great Oaks Village Caroling
- Public Comment*

I. CONSENT AGENDA

A. COUNTY COMPTROLLER

1. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. **(Finance/Accounting) Page 12**
2. Disposition of Tangible Personal Property as follows: **(Property Accounting) Page 12-13**
 - a) Scrap assets.
 - b) Trade assets for a \$10 allowance towards maintenance of equipment.

CONTINUED

*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.

TUESDAY, DECEMBER 11, 2012

I. CONSENT AGENDA (Continued)

B. COUNTY ADMINISTRATOR

1. Approval of the Membership and Mission Review Board's recommendations for the following advisory board appointments/reappointments: **(Agenda Development Office) Page 14-15**
 - A. **Agricultural Advisory Board:** Appointment of Brenda A. Hagemeister to serve in the equine representative category, succeeding Kathrein Markle, with a term expiring December 31, 2013; the appointment of Joseph Chambers in the citrus representative category, succeeding Jay Sockriter, with a term expiring December 31, 2014; and the appointment of Alexander H. Smith to serve in the at large representative category, succeeding James M. "Monty" Knox, III, with a term expiring December 31, 2014. Ms. Markle was serving in the flowering plant industry representative category, Mr. Sockriter was serving in the flowering trees and woody ornamentals industry representative category, and Mr. Knox was serving in the bedding plant industry representative category. **Page 16-18**
 - B. **Environmental Protection Commission:** Appointment of Glenn W. Dunkelberger to succeed Ronald A. Hearst in the professional engineer representative category with a term expiring December 31, 2014. **Page 19-20**
 - C. **Industrial Development Authority:** Appointment of Jean Michel Abi-Aoun to succeed Michael T. Waldrop in the at large representative category with a term expiring December 31, 2015. **Page 21-22**
2. Approval for the Orange County Sheriff's Office to spend \$12,500 from the Law Enforcement Trust Fund to provide eligible contributions to the Kingdom Network Empowering Communities (\$1,500), FOP "Cops and Kids" (\$5,000), Legal Aid Society (\$1,000), and to YMCA Teen Achievers Program (\$5,000). **(Office of Management and Budget) Page 23-31**
3. Approval of budget amendments #13-09, #13-10, #13-11, #13-12, #13-13, #13-14, #13-15, and #13-16. **(Office of Management and Budget) Page 32-41**
4. Approval of budget transfer #13-0565. **(Office of Management and Budget) Page 42-43**
5. Approval of faithful performance bond for Commissioner Peter D. Clarke, District 3. **(Risk Management Division) Page 44-47**

CONTINUED

TUESDAY, DECEMBER 11, 2012

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y13-701-PH, Eastern Water Supply Facility Roof Replacement (Building 50 and 80), to the low responsive and responsible bidder, Astor Construction Services, Inc. The contract award amount is \$129,053 plus Additive Item No. 1 for \$3,200 for a total contract award amount of \$132,253. ([Utilities Department Engineering Division] **Purchasing and Contracts Division**) **Page 48-50**
2. Approval to award Invitation for Bids Y13-702-PH, Western Water Supply Facility Roof Replacement, to the low responsive and responsible bidder, Roof USA, LLC. The total contract award amount is \$241,140.36. ([Utilities Department Engineering Division] **Purchasing and Contracts Division**) **Page 51-53**
3. Approval of Purchase Order M60309 for Renewal of the Software Maintenance Agreement for the AMS Financial Software (Advantage), for the period of October 1, 2012 through September 30, 2013, with CGI Technologies and Solutions, Inc. (formerly American Management Systems, Inc.), in the annual amount of \$682,839.67. ([Office of Accountability Information Systems and Services Division] **Purchasing and Contracts Division**) **Page 54**
4. Approval of Purchase Order M60927, Second Life Re-Build of Caterpillar 740 Articulated Dump Truck, to Ring Power Corporation in the total amount of \$319,486.63. ([Utilities Department Solid Waste Division] **Purchasing and Contracts Division**) **Page 55-56**
5. Approval to renew Software Support and Licensing for GIS Software, with Environmental Systems Research Institute, Inc. (ESRI) from October 1, 2012 through September 30, 2013, in the amount of \$113,550. ([Community, Environmental and Development Services Department] **Purchasing and Contracts Division**) **Page 57-58**
6. Approval of Contract Y13-2044, On-Line Medical Control Agreement for Emergency Medical Services (EMS), with Orlando Health Central, Inc. in the estimated annual contract award amount of \$180,000 for a 1-year period. ([Health Services Department] **Purchasing and Contracts Division**) **Page 59-60**
7. Approval of Amendment No. 8, Contract Y7-100-GJ, Janitorial Services at the Convention center, with American Maintenance extending the contract through March 31, 2013, in the estimated amount of \$462,086.10 for a revised estimated contract amount of \$6,826,079.10 ([Convention Center] **Purchasing and Contracts Division**) **Page 61-62**

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TUESDAY, DECEMBER 11, 2012

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

8. Approval and execution of Fourth Amendment to Lease Agreement between Pyramid Properties VI, LLP and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed for FM/ISS/911 Fourth Amendment, 3511, 3517 and 3521 Parkway Center Court, Orlando, Florida. District 2. **(Real Estate Management Division) Page 63-64**
9. Approval and execution of Third Amendment to Lease Agreement between Lakeside Behavioral Healthcare, Inc. f/k/a Lakeside Alternatives, Inc. and Orange County and delegation of authority to the Real Estate Management Division to exercise renewal options, if needed for CRC - Third Amendment, 1800 Mercy Drive, Orlando, Florida. District 6. **(Real Estate Management Division) Page 65-66**
10. Approval and execution of Easement Agreement for Monitoring Purposes between the City of St. Cloud, the Tohopekaliga Water Authority, Orange County, Polk County and Reedy Creek Improvement District and authorization to disburse funds to pay all recording fees and record instrument for Water Supply Monitoring Program (STOPR Sites 17, 18, 19, 20, 23, 24, 30, 31, 32 and 39). Districts 1, 2, 4, Osceola County, and Polk County. **(Real Estate Management Division) Page 67-68**
11. Approval and execution of Resolution and authorization to initiate condemnation proceedings for Innovation Place Water, Wastewater and Reclaimed Water Transmission Main Project. District 4. **(Real Estate Management Division) Page 69-70**
12. Approval of As Is Residential Contract for Sale and Purchase with Addendum to Contract between Orange County and Lelimar Santiago, approval and execution of County Deed from Orange County to Lelimar Santiago and authorization to perform all actions necessary and incidental to closing for NSP Resale – 12820 Ohio Woods Lane, Orlando FL 32824 (NCST). District 4. **(Real Estate Management Division) Page 71-72**
13. Approval of As Is Residential Contract for Sale and Purchase between Orange County and Lauren Yuka Obitsu, approval and execution of County Deed from Orange County to Lauren Yuka Obitsu and authorization to perform all actions necessary and incidental to closing for NSP Resale – 4718 Fort Knox Court, Orlando FL 32822 (NCST). District 4. **(Real Estate Management Division) Page 73-74**

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TUESDAY, DECEMBER 11, 2012

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

14. Approval of As Is Residential Contract for Sale and Purchase with Addendums to Contract between Orange County and Franklin Miguel Astacio, approval and execution of County Deed from Orange County to Franklin Miguel Astacio and Alma Yazmin Miranda and authorization to perform all actions necessary and incidental to closing for NSP Resale – 7661 Fordham Creek Lane, Orlando, FL 32818. District 2. **(Real Estate Management Division) Page 75-76**
15. Approval of Drainage Easement and Ingress-Egress Easement between Lake Tyler Condominium Association, Inc. and Orange County and authorization to disburse funds to pay all recording fees and record instruments for Lake Tyler Stormwater Improvements. District 6. **(Real Estate Management Division) Page 77-78**
16. Approval of purchase price above appraised value, Purchase Agreement and Utility Easement between OCP Management Company, LLC and Orange County, authorization to disburse funds to pay purchase price and recording fees and record instrument for Pump Station No. 3148 (Penney's Warehouse). District 6. **(Real Estate Management Division) Page 79-80**

D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval of State Financial Assistance Agreement DEP Agreement No. LP6044 Orange County Amendment No. 7 between the Florida Department of Environmental Protection and Orange County for the Lake Mary Jess Stormwater Improvement Project to extend the grant completion date to June 30, 2013. District 3. **(Environmental Protection Division) Page 81-87**
2. Approval of Orange County, Florida and City of Apopka, Florida, City of Maitland, Florida, City of Ocoee, Florida, City of Orlando, Florida, City of Winter Garden, Florida, and City of Winter Park, Florida Interlocal Agreements for Watershed Atlas Project. All Districts. **(Environmental Protection Division) Page 88-119**
3. Approval of DEP Agreement No. S0599 Amendment No.1 between the State of Florida Department of Environmental Protection and Orange County, Florida for Kelly Park/Camp Joy-FCT Grant Agreement. District 2. **(Parks and Recreation Division) Page 120-121**

CONTINUED

TUESDAY, DECEMBER 11, 2012

I. CONSENT AGENDA (Continued)

E. HEALTH SERVICES DEPARTMENT

1. Approval of the renewal Certificate of Public Convenience and Necessity for Reedy Creek Emergency Services to provide Advanced Life Support Transport Service. The term of this certificate is from January 31, 2013 through January 31, 2015. There is no cost to the County. **(EMS Office of the Medical Director) Page 122-124**

F. PUBLIC WORKS DEPARTMENT

1. Approval of the installation of a traffic signal on Narcoossee Road at Tavistock Lakes Boulevard/Emerson Lake Boulevard. District 4. **(Traffic Engineering Division) Page 125**
2. Authorization to record the plat of Villagio At Waterford Lakes. District 4. **(Development Engineering Division) Page 126**

G. UTILITIES DEPARTMENT

1. Approval of: a) Resolution of the Orange County Board of County Commissioners regarding the State Revolving Fund Loan Program; and b) Resolution of the Orange County Board of County Commissioners regarding the Declaration of Official Intent of the County to Reimburse Itself from Proceeds of a Loan from the State Revolving Fund Loan Program for Expenses to be Incurred by the County with Respect to the South Service Area/East Service Area Water Main and Reclaimed Water Main Projects; and Related Matters. District 1. **(Administration) Page 127-132**

CONTINUED

TUESDAY, DECEMBER 11, 2012

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

**1. Receipt of the following items to file for the record: (Clerk's Office)
Page 133**

- a. City of Orlando Ordinance 2012-42, An Ordinance of the City of Orlando, Florida relating to a street name change; renaming a segment of "Andes Ave.," generally located west of the northerly extension of Andes Ave., north of Lake Underhill Dr. and S.R. 408/East-West Expwy., to "George Desalvia Way," directing amendments to the official maps of the City of Orlando, Florida; providing for severability, correction of scrivener's errors, and an effective date.
- b. City of Orlando Ordinance 2012-39, An Ordinance of the City of Orlando, Florida relating to a street name change; renaming "Bellevue Ave.," generally located between Kaley St. and 147 ft. north of Pennsylvania St., to "Kuhl Ave.," directing amendments to the official maps of the City of Orlando, Florida; providing for severability, correction of scrivener's errors, and an effective date.
- c. City of Orlando Voluntary Annexation Request - ANX2012-00011. Notice of Proposed Enactment. On December 3, 2012, the Orlando City Council will consider proposed Ordinance #2012-47, entitled an Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City of Orlando, Florida, certain real property generally located north of the E. Par St., south of Cornell Ave., east of Formosa Ave., and west of Pinewood Dr.; comprised of .48 acres, more or less; amending the city's adopted Growth Management Plan to designate the property as office low intensity on the city's official Future Land Use Map; and designating the property as low intensity office with the Wekiva Overlay District on the city's official Zoning Map; providing for severability, correction of scrivener's errors, and an effective date. A public hearing on this Ordinance will be held during the Council's regular meeting beginning at 2:00 p.m., in the Council Chambers, 2nd floor, in Orlando City Hall, 400 S. Orange Ave., Orlando Florida.

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

CONTINUED

TUESDAY, DECEMBER 11, 2012

III. DISCUSSION AGENDA

A. COUNTY ADMINISTRATOR

1. Election of Vice-mayor. **Page 134**
2. Appointment/reappointment of three commissioners to serve on the MetroPlan Orlando Board of Directors with terms expiring December 1, 2015 and appointment of one commissioner to serve as the permanent alternate with a term expiring December 1, 2014. **Page 135**
3. Reappointment of Craig Mateer to the Visit Orlando Board of Directors with a term expiring December 31, 2014 or appointment of an individual to succeed him. **Page 136**
4. Proposed Pedestrian Bridge connecting Orange County Convention Center and Rosen Plaza Hotel. **Page 137**

B. ADMINISTRATIVE SERVICES DEPARTMENT

1. Selection of one firm and two ranked alternates to provide Final Engineering Design Services for Lake Underhill Road (from East of Econlockhatchee Trail to West of Rouse Road), Request for Proposals Y12-824-CH, from the following three firms, listed alphabetically:
 - Corzo, Castella, Carballo, Thompson, Salman, P.A.
 - DRMP, Inc.
 - Kimley-Horn and Associates, Inc.([Public Works Department Engineering Division] **Purchasing and Contracts Division**) **Page 138-143**

C. OFFICE OF REGIONAL MOBILITY

1. MetroPlan Orlando Board Meeting Briefing. **Page 144**

R E C E S S

TUESDAY, DECEMBER 11, 2012

MEETING STARTS AT 1:30 p.m.

Presentation of Employee Service Awards to:

Gregory P. Cyr (20), Operations, Christie Ann Vahedian (25) Sales and Event Management, Convention Center; Sue F. Mitchell (25), Community Corrections, Edna I. Ramos (20), Security Operations, Corrections; John Poleon (25), Logistics, Fire Rescue; Calvin Alonzo Barnes (20), Michael S. Watts (25), Roads and Drainage, Public Works; Helaine Marie Zarek (20), Jeana Lorraine Rogers (25), Fiscal and Administration, Naomi Carr Slaughter (20), David Joseph Cereceres (20), Customer Service, Thomas M. Brien (25), Field Services, Utilities.

Presentation of Gold LEED Award to Orlando Science Center

IV. RECOMMENDATIONS

November 15, 2012 Planning and Zoning Commission Recommendations

CONTINUED

TUESDAY, DECEMBER 11, 2012

V. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Substantial Change

- 1.✓ Applicant: Harry Newkirk, Woodland Lakes (PD) Land Use Plan (LUP); amend plan; District 4
- 2.✓ Applicant: John Florio, Isleworth (PD) Land Use Plan (LUP); amend plan; District 1
- 3.✓ Applicant: Rick Ortiz, ILH Interchange Center (PD) Land Use Plan (LUP); 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.

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

TUESDAY, DECEMBER 11, 2012

III. DISCUSSION AGENDA (Continued)

D. COUNTY MAYOR

1. Open Discussion on issues of interest to the board. **Page 145-146**

√ 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>.

* * *

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) 836-5631.

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.

COMPTROLLER

OFFICE OF THE COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

MARTHA O. HAYNIE, CPA
County Comptroller
201 South Rosalind Avenue
Post Office Box 38
Orlando, Florida 32802
Telephone: 407-836-5690
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Website www.occompt.com

COUNTY COMMISSION AGENDA
Tuesday, December 11, 2012

COUNTY COMPTROLLER

Items Requiring Consent Approval

1. 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.
2. Disposition of Tangible Personal Property.

Approval is requested of the following:

- a) Scrap assets.
- b) Trade assets for a \$10 allowance towards maintenance of equipment.

| Asset Number | Asset Description | Purchase Date | Original Cost | Depreciated Value | Department/Office last using equipment | Disposition Requested | Justification |
|------------------------|---|--------------------------|------------------------|------------------------|--|--|---|
| 101150044 101150023 | 24 x 72 MODULAR GED CLASSROOM MODULAR BUILDING | 12/16/2005 06/29/2004 | 63,986.00 55,426.30 | 42,046.69 34,047.63 | Head Start - East Orange ↓ | Asset scrapped by the Division ↓ | Asset annual repairs are not financially feasible and asset is in poor condition |
| 736145 736148 | AUTOPSY SAW AUTOPSY SAW | 06/13/2008 06/13/2008 | 1,940.43 1,940.43 | 614.00 614.00 | Medical Examiner's Office ↓ | Trade in for a \$10 allowance towards maintenance of equipment | Asset non-functioning from high volume use and due to bio-hazard factors cannot be thrown away. |



November 19, 2012

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

THRU: Cheryl J. Gillespie, Supervisor *CGH*
Agenda Development Office

FROM: ^{DDS} Diane D. Shertz, Advisory Board Coordinator
Agenda Development Office

SUBJECT: Membership and Mission Review Board Recommendations
CONSENT AGENDA ITEM DECEMBER 11, 2012

1. At its November 16, 2012 meeting, the Membership and Mission Review Board approved recommending the following advisory board appointments/reappointments:
 - A. **Agricultural Advisory Board:** Appointment of Brenda A. Hagemeister to serve in the equine representative category, succeeding Kathrein Markle, with a term expiring December 31, 2013; the appointment of Joseph Chambers in the citrus representative category, succeeding Jay Sockriter, with a term expiring December 31, 2014; and the appointment of Alexander H. Smith to serve in the at large representative category, succeeding James M. "Monty" Knox, III, with a term expiring December 31, 2014. Ms. Markle was serving in the flowering plant industry representative category, Mr. Sockriter was serving in the flowering trees and woody ornamentals industry representative category, and Mr. Knox was serving in the bedding plant industry representative category.
 - B. **Environmental Protection Commission:** Appointment of Glenn W. Dunkelberger to succeed Ronald A. Hearst in the professional engineer representative category with a term expiring December 31, 2014.
 - C. **Industrial Development Authority:** Appointment of Jean Michel Abi-Aoun to succeed Michael T. Waldrop in the at large representative category with a term expiring December 31, 2015.

Subject: Agenda Items – December 11, 2012
Page 2

Attached for your review are detailed summaries of each recommendation. Recommendation books have been delivered separately.

ACTION REQUESTED: Approval of the Membership and Mission Review Board recommendations for advisory board appointments/reappointments.

Attachments

AGRICULTURAL ADVISORY BOARD

MMRB Liaison: Gio Pinedo-Rolon, (407) 230-5407

MISSION

Reviews, analyzes and provides recommendations and comments about rules, regulations and ordinances affecting the agricultural industry.

STATUS OF VACANCIES

There are four vacancies on this 11-member board in the foliage industry representative category, flowering plant industry representative category, flowering trees and woody ornamentals industry representative category and the bedding plant industry representative category.

THE MMRB RECOMMENDS:

Consideration of the appointment of Brenda A. Hagemeister to serve in the equine representative category, succeeding Kathrein Markle, with a term expiring December 31, 2013; the appointment of Joseph Chambers in the citrus representative category, succeeding Jay Sockriter, with a term expiring December 31, 2014; and the appointment of Alexander H. Smith to serve in the at large representative category, succeeding James M. "Monty" Knox, III, with a term expiring December 31, 2014. Ms. Markle was serving in the flowering plant industry representative category, Mr. Sockriter was serving in the flowering trees and woody ornamentals industry representative category, and Mr. Knox was serving in the bedding plant industry representative category.

| <u>APPLICANT</u> | <u>OCCUPATION</u> | <u>RACE</u> | <u>SEX</u> | <u>DISTRICT</u> |
|-------------------------|--|--------------------|-------------------|------------------------|
| Brenda A. Hagemeister | Mikenda Farm/Owner, Manager, Instructor | W | F | 5 |
| Joseph Chambers | Michaels Development/Officer | H | M | 2 |
| Alexander H. Smith | Dr. Phillips High School/Agricultural Instructor | B | M | 2 |

SUMMARY OF QUALIFICATIONS:

Brenda A. Hagemeister: Ms. Hagemeister owns and manages a 40-acre equine facility in east Orlando. She is a member of the American Riding Instructor Program and is a 4-H leader with the Orange County Extension Office. She received her associate's degree from Valencia Community College and her bachelor's degree from the University of Central Florida.

Joseph Chambers: Mr. Chambers grew up in Florida and worked in real estate, focusing on assisting investors in agriculture, commercial and residential properties. He owns agricultural land and enjoys working in citrus groves and other outdoor activities. He is active in the community and is a member of 1000 Friends of Florida, volunteers with St. Johns River Water Management, as well as Orange County's Affordable Housing Advisory Board. Mr. Chambers has a degree in finance from the University of Central Florida and is working on a graduate certificate in sustainable development/construction at the University of Florida.

Alexander H. Smith: Mr. Smith is a teacher and has been employed at Dr. Phillips High School for 36 years. He has been a member of the Florida Association of Agricultural Educators since 1977. He earned his bachelor's degree at Florida A&M University.

CURRENT BOARD

| | <u>ORIGINAL APPOINTMENT</u> | <u>TERM EXPIRES</u> | <u>RACE</u> | <u>SEX</u> | <u>DISTRICT</u> |
|---|--|--------------------------------|--------------------|-------------------|------------------------|
| <u>Citrus Industry</u> Larry B. Bean | 9/15/09 | 12/31/13 | W | M | 5 |
| <u>Foliage Industry</u> Eric F.Reichwein | 8/11/09 | 12/31/11 | W | M | 2 |
| <u>Cattle Industry</u> David R. Ward | 5/8/12 | 12/31/12 | W | M | 5 |
| <u>Flowering Plant Industry</u> Kathrein Markle | 7/8/03 | 12/31/11 | W | F | 1 |
| <u>Equine Industry</u> Hugh "Fred" Dietrich, III | 3/6/12 | 12/31/13 | W | M | 5 |
| <u>Bedding Plant Industry</u> James M. "Monty" Knox, III | 5/10/05 | 12/31/11 | W | M | 1 |
| <u>Flowering Trees and Woody Ornamental Industry</u> Jay E. Sockriter | 8/11/09 | 12/31/10 | W | M | 4 |
| <u>Lawn Spraymen/Pest Control</u> Rick A.Reinhardt | 11/9/10 | 12/31/12 | W | M | 4 |

| | <u>ORIGINAL APPOINTMENT</u> | <u>TERM EXPIRES</u> | <u>RACE</u> | <u>SEX</u> | <u>DISTRICT</u> |
|--|---------------------------------|-------------------------|-------------|------------|-----------------|
| <u>Lawn Maintenance/Landscaping</u> | | | | | |
| Billy Butterfield | 12/5/06 | 12/31/12 | W | M | 4 |
| <u>At Large</u> | | | | | |
| D. Bradley Hester | 1/12/10 | 12/31/12 | W | M | 5 |
| David Dymond | 11/11/08 | 12/31/13 | Other | M | 3 |

ENVIRONMENTAL PROTECTION COMMISSION

MMRB Liaison: Sami Qubty (407) 370-3030

MISSION

Recommends revisions to regulations affecting the continuing protection of the environmental quality of the air, water, and land in Orange County.

STATUS OF VACANCIES

There is one vacancy on this seven-member board due to the removal of Ronald A. Hearst in the professional engineer representative category.

THE MMRB RECOMMENDS:

Consideration of the appointment of Glenn W. Dunkelberger to succeed Ronald A. Hearst in the professional engineer representative category with a term expiring December 31, 2014.

| <u>APPLICANT</u> | <u>OCCUPATION</u> | <u>RACE</u> | <u>SEX</u> | <u>DISTRICT</u> |
|-------------------------|--|--------------------|-------------------|------------------------|
| Glenn W. Dunkelberger | Reiss Engineering Inc./ Chief Engineer | W | M | 4 |

SUMMARY OF QUALIFICATIONS:

Glenn W. Dunkelberger: Mr. Dunkelberger is a professional engineer with 40 years of consulting engineering experience on both national and international levels. He specializes in advanced water treatment design and is a member of American Water Works Association and Institute of Professional Engineers New Zealand. He received both his bachelor's degree and his master's degree from Ohio State University.

CURRENT BOARD

| | <u>ORIGINAL APPOINTMENT</u> | <u>TERM EXPIRES</u> | <u>RACE</u> | <u>SEX</u> | <u>DISTRICT</u> |
|--|--|--------------------------------|--------------------|-------------------|------------------------|
| <u>Professional Engineer</u> Ronald A. Hearst [Removed] | 6/7/11 | 12/31/12 | W | M | 4 |
| <u>Agricultural Interest</u> David R. Ward | 4/10/12 | 12/31/13 | W | M | 5 |
| <u>Conservation Organization</u> John Miklos | 4/6/10 | 12/31/13 | W | M | 4 |
| <u>Regulated Business or Municipal Representative</u> Charles A. White | 2/6/10 | 12/31/13 | W | M | 6 |
| Michael L. Kyhos | 3/8/11 | 12/31/12 | W | M | 4 |
| <u>Environmental Specialist</u> Joel A. Thomson | 3/17/09 | 12/31/13 | W | M | 5 |
| <u>At Large Citizen Representative</u> Jennifer M. Bray | 4/11/06 | 12/31/12 | W | F | 2 |

INDUSTRIAL DEVELOPMENT AUTHORITY

MMRB Liaison: Ron Beardslee, (407) 721-7369

MISSION

Issues revenue bonds or other debt obligations repayable solely from revenues derived from the sale, operation, or leasing of capital projects.

STATUS OF VACANCIES

There is one vacancy on this five-member board in the at large representative category due to the resignation of Michael T. Waldrop.

THE MMRB RECOMMENDS:

Consideration of the appointment of Jean Michel Abi-Aoun to succeed Michael T. Waldrop in the at large representative category with a term expiring December 31, 2015.

| <u>APPLICANT</u> | <u>OCCUPATION</u> | <u>RACE</u> | <u>SEX</u> | <u>DISTRICT</u> |
|-------------------------|--|--------------------|-------------------|------------------------|
| Jean Michel Abi-Aoun | Florida Engineering Group/Vice President and Partner | W | M | 4 |

Jean Michel Abi-Aoun: Mr. Abi-Aoun is vice president and co-owner of Florida Engineering group, a civil engineering firm that is heavily involved with land development projects in Orange County. He has over 24 years of experience in project management, civil site design, capital improvement projects and design for numerous cities, counties, state and federal agencies. He is licensed as a professional engineer and is a member of the American Society of Civil Engineers and the Florida Engineering Society. Mr. Abi-Aoun received a bachelor's and master's degree from Florida Institute of Technology, as well as a master's degree from Webster University.

CURRENT BOARD

| | <u>ORIGINAL APPOINTMENT</u> | <u>TERM EXPIRES</u> | <u>RACE</u> | <u>SEX</u> | <u>DISTRICT</u> |
|----------------------------------|---------------------------------|-------------------------|-------------|------------|-----------------|
| Laura P. Guitar | 12/6/05 | 12/31/12 | W | F | 2 |
| Francois D. Menard | 9/11/07 | 12/31/14 | B | M | 2 |
| Gina E. Dole | 12/6/05 | 12/31/13 | H | F | 5 |
| Sylvia Dunlap | 5/8/07 | 12/31/14 | H | F | 5 |
| Michael T. Waldrop [Resigned] | 3/18/08 | 12/31/11 | W | M | 2 |



November 16, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *R.S.*

SUBJECT: Consent Agenda Item for December 11, 2012
Law Enforcement Trust Fund Expenditure
Orange County Sheriff's Office Request

The Orange County Sheriff's Office is requesting \$12,500 from the Law Enforcement Trust Fund for the following purposes:

Contributions:

1. **Kingdom Network Empowering Communities – \$1,500.** This is for their 5th annual "Stop the Killing, Start Living Choose Peace" rally. The theme is "Unity in the Community."
2. **FOP "Cops and Kids" – \$5,000.** This is for an annual charity event that allows for under-privileged and at-risk children to be given the opportunity to shop with law enforcement officers during the Christmas season and pick out gifts for themselves and their family members.
3. **Legal Aid Society – \$1,000.** This is for their 5th annual "Breakfast of Champions" fundraising event. Their primary purpose is to provide quality legal services for low-income residents, the working poor, children, and disadvantaged groups with special legal needs.
4. **YMCA Teen Achievers Program – \$5,000.** This program provides student access to education programs and the tools necessary for their academic success.

Mayor Teresa Jacobs
-AND-
Board of County Commissioners
Consent Agenda Item for December 11, 2012
November 16, 2012
Page 2

ACTION REQUESTED: Approval for the Orange County Sheriff's Office to spend \$12,500 from the Law Enforcement Trust Fund to provide eligible contributions to the Kingdom Network Empowering Communities (\$1,500), FOP "Cops and Kids" (\$5,000), Legal Aid Society (\$1,000), and to YMCA Teen Achievers Program (\$5,000).

PLEASE NOTE: The Board voted to establish spending limits of 20% for this fund for contributions. At this point in the year, contributions represent 100% of the total expenditures; however, the restriction applies to total expenditures for the year, at year-end. The Sheriff's Office has stated that they monitor their expenditures, and that they will not exceed the 20% total for contributions.

RS/tp

Attachments

c: Eric Gassman, Chief Accountability Officer
Brad Hurd, Comptroller, Orange County Sheriff's Office

ORANGE COUNTY SHERIFF'S OFFICE
Law Enforcement Trust Fund Request Summary
FY13

November 12, 2012

Submissions for Approval to Date

| <u>Contributions</u> | <u>Sheriff Programs/ Equipment</u> | <u>Total</u> |
|----------------------|--|--------------|
| \$6,500.00 | \$0.00 | \$6,500.00 |
| 100.0% | 0.0% | 100.0% |

Submission for Approval **Consent Agenda - December 11, 2012**

| <u>Contributions</u> | <u>Sheriff Programs/ Equipment</u> | <u>Total</u> |
|----------------------|--|--------------|
| \$12,500.00 | \$0.00 | \$12,500.00 |

YTD Submissions for Approval

| <u>Contributions</u> | <u>Sheriff Programs/ Equipment</u> | <u>Total</u> |
|----------------------|--|--------------|
| \$19,000.00 | \$0.00 | \$19,000.00 |
| 100% | 0% | 100.0% |

NOTE: This submission includes requests for:
 Kingdom Network Empowering Communities - \$1,500
 FOP Cops and Kids - \$5,000
 Legal Aid Society - \$1,000
 YMCA Teen Achievers Program - \$5,000




Sheriff Jerry L. Demings

ORANGE COUNTY SHERIFF'S OFFICE

TELEPHONE: 407-254-7000 ♦ P.O. BOX 1440, ORLANDO, FLORIDA 32802-1440 ♦ WWW.OCSO.COM

October 31, 2012

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings 

SUBJECT: Law Enforcement Trust Fund (LETF) Expenditures

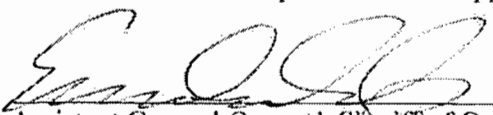
The Sheriff plans to make purchases from the Law Enforcement Trust Fund for the following items and amounts.

| <u>Account No.</u> | <u>Item</u> | <u>Amount</u> |
|--------------------|---|---------------|
| | Kingdom Network Empowering Communities | \$1,500 |

These expenditures are for the purpose(s) indicated below and will not be used to meet normal operating needs:

- _____ 1) to defray the cost of protracted or complex investigations
- _____ 2) to provide additional equipment or expertise
- _____ 3) to provide matching funds to obtain federal grants
- X 4) for school resource officer, crime prevention, safe neighborhood, or drug abuse education and prevention programs
- _____ 5) to provide for other law enforcement purposes

Based on the foregoing representations, in my opinion this purchase(s) falls within the statutory guidelines authorizing expenditures from Law Enforcement Trust Fund monies and do not represent recurring cost for the Agency for subsequent fiscal years. The above item **has** ___ / **has not** X been previously approved for receiving LETF monies. This request does not supplement any other Sheriff's Office expenditure funds.


Assistant General Counsel, Sheriff of Orange County

11/7/12
Date

APPROVED:

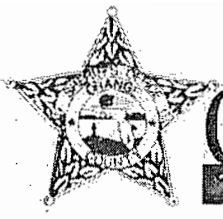
BY: _____
For the Board of County Commissioners

Date



*The First Law Enforcement Agency
in Orange County to Receive Both
International and State Accreditation*





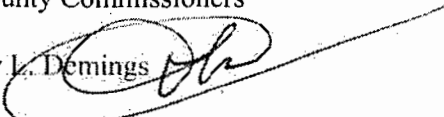
Sheriff Jerry L. Demings

ORANGE COUNTY SHERIFF'S OFFICE

TELEPHONE: 407.254.7000 ♦ P.O. BOX 1440, ORLANDO, FLORIDA 32802-1440 ♦ WWW.OCSO.COM

October 19, 2012

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings 

SUBJECT: Law Enforcement Trust Fund (LETF) Expenditures

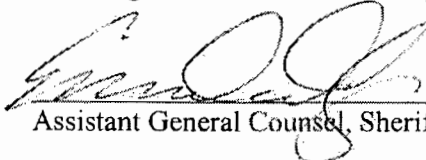
The Sheriff plans to make purchases from the Law Enforcement Trust Fund (LETF) for the following items and amounts.

| <u>Account No.</u> | <u>Item</u> | <u>Amount</u> |
|--------------------|---------------------|---------------|
| | FOP "Cops and Kids" | \$5,000.00 |

These expenditures are for the purpose(s) indicated below and will not be used to meet normal operating needs:

- _____ 1) to defray the cost of protracted or complex investigations
- _____ 2) to provide additional equipment or expertise
- _____ 3) to provide matching funds to obtain federal grants
- X _____ 4) for school resource officer, crime prevention, safe neighborhood, or drug abuse education and prevention programs
- _____ 5) to provide for other law enforcement purposes

Based on the foregoing representations, in my opinion this purchase(s) falls within the statutory guidelines authorizing expenditures from Law Enforcement Trust Fund monies and do not represent recurring cost for the agency for subsequent fiscal years. The above item HAS / Has not been previously approved for receiving LETF monies. This request does not supplement any other Sheriff's Office expenditure funds.



 Assistant General Counsel, Sheriff of Orange County

10/7/12

 Date

APPROVED:

BY: _____
 For the Board of County Commissioners

 Date



The First Agency in Orange County to Receive Both International and State Accreditation.





Sheriff Jerry L. Demings
ORANGE COUNTY SHERIFF'S OFFICE
INTEROFFICE MEMORANDUM

October 19, 2012


TO: Comptroller Brad Hurd
FROM: Sheriff Jerry L. Demings
SUBJECT: State Forfeiture Fund Request

Please develop a trust fund request of \$5,000.00 for the Fraternal Order of Police Lodge #93 – “Cops and Kids” Annual Charity Event.

The “Cops and Kids” Annual Charity Event enables under-privileged and at-risk children the opportunity to go shopping with law enforcement officers at Christmas time to pick out gifts for themselves and their family members. These children are selected from referrals submitted by school resource officers; children advocate groups and local ministries. This also gives the children the opportunity to interact with law enforcement officers in a positive manner.

Please forward the check to my office once this request has been completed.

Thank you for your assistance in this matter.


J.L.D. *fw JLD*
/pev *10/25/12*

Attachments



Sheriff Jerry L. Demings

ORANGE COUNTY SHERIFF'S OFFICE

TELEPHONE: 407-254-7000 ❖ P.O. BOX 1440, ORLANDO, FLORIDA 32802-1440 ❖ WWW.OCSO.COM

October 25, 2012

TO: Board of County Commissioners
 FROM: Sheriff Jerry L. Demings
 SUBJECT: Law Enforcement Trust Fund (LETf) Expenditures

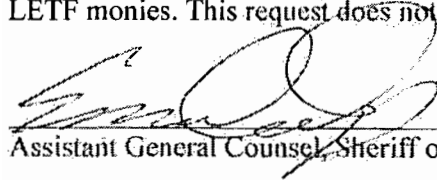
The Sheriff plans to make purchases from the Law Enforcement Trust Fund for the following items and amounts.

| <u>Account No.</u> | <u>Item</u> | <u>Amount</u> |
|--------------------|-------------------|---------------|
| | Legal Aid Society | \$1,000 |

These expenditures are for the purpose(s) indicated below and will not be used to meet normal operating needs:

- _____ 1) to defray the cost of protracted or complex investigations
- _____ 2) to provide additional equipment or expertise
- _____ 3) to provide matching funds to obtain federal grants
- X 4) for school resource officer, crime prevention, safe neighborhood, or drug abuse education and prevention programs
- _____ 5) to provide for other law enforcement purposes

Based on the foregoing representations, in my opinion this purchase(s) falls within the statutory guidelines authorizing expenditures from Law Enforcement Trust Fund monies and do not represent recurring cost for the Agency for subsequent fiscal years. The above item has / has not X been previously approved for receiving LETf monies. This request does not supplement any other Sheriff's Office expenditure funds.



 Assistant General Counsel, Sheriff of Orange County

11/7/12

 Date

APPROVED:

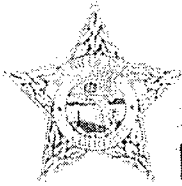
BY: _____
 For the Board of County Commissioners

 Date



*The First Law Enforcement Agency
 in Orange County to Receive Both
 International and State Accreditation*





Sheriff Jerry L. Demings

ORANGE COUNTY SHERIFF'S OFFICE

TELEPHONE 407.254.7000 ✦ PO BOX 1440, ORLANDO, FLORIDA 32802-1440 ✦ WWW.OCSO.COM

October 25, 2012

TO: Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Law Enforcement Trust Fund (LETF) Expenditures

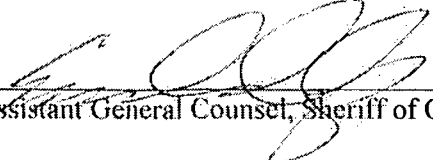
The Sheriff plans to make purchases from the Law Enforcement Trust Fund for the following items and amounts.

| <u>Account No.</u> | <u>Item</u> | <u>Amount</u> |
|--------------------|---------------------|---------------|
| | YMCA Teen Achievers | \$5,000 |

These expenditures are for the purpose(s) indicated below and will not be used to meet normal operating needs:

- _____ 1) to defray the cost of protracted or complex investigations
- _____ 2) to provide additional equipment or expertise
- _____ 3) to provide matching funds to obtain federal grants
- P 4) for school resource officer, crime prevention, safe neighborhood, or drug abuse education and prevention programs
- _____ 5) to provide for other law enforcement purposes

Based on the foregoing representations, in my opinion this purchase(s) falls within the statutory guidelines authorizing expenditures from Law Enforcement Trust Fund monies and do not represent recurring cost for the Agency for subsequent fiscal years. The above item **has X / has not** been previously approved for receiving LETF monies. This request does not supplement any other Sheriff's Office expenditure funds.



 Assistant General Counsel, Sheriff of Orange County

11/7/12

 Date

APPROVED:

BY: _____
 For the Board of County Commissioners

_____ Date



*The First Law Enforcement Agency
 in Orange County to Receive Both
 International and State Accreditation*





Sheriff Jerry L. Demings
ORANGE COUNTY SHERIFF'S OFFICE
INTEROFFICE MEMORANDUM

October 25, 2012

TO: Mr. Brad Hurd
FROM: Sheriff Jerry L. Demings
SUBJECT: Trust Fund Request – Central Florida YMCA

Please develop a trust fund request of \$5,000 for the Central Florida YMCA Achievers Program.

This program provides students access to education programs and the tools necessary for their academic success.

Please forward the checks to my office once this request has been completed.

Thank you for your assistance in this matter.



J.L.D.

/taw

Attachment



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
3

AGENDA ITEM

November 19, 2012

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

FROM: Randy Singh, Manager, Office of Management & Budget *R.S.*

SUBJECT: Consent Agenda Items for December 11, 2012
Budget Amendments #13-09, #13-10, #13-11, #13-12, #13-13, #13-14,
#13-15, and #13-16

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

ACTION REQUESTED: Approval of budget amendments #13-09, #13-10, #13-11, #13-12, #13-13, #13-14, #13-15, and #13-16.

RS/tp

Attachments



November 13, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *R.S.*

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Amendment #13-09, Fund #7301
Justice Assistance Grants (JAG)
Grant/Agreement #: 2012-DJ-BX-1167
Orange County Sheriff's Office

On September 20, 2012, the Board of County Commissioners approved an estimated budget for the Justice Assistance Grant (JAG) program in the amount of \$48,719. The U.S. Department of Justice awarded the grant in the amount of \$412,021, an increase of \$363,302.

This grant will be used to provide security improvements at the Juvenile Assessment Center, the installation of necessary adequate lighting through the Safe Neighborhood Program, the leasing of space for the After School program and Summer program at Parks Recreation Division, the purchase of two electric vehicles for the Corrections Department, and also continue to pay for one Court Program Specialist at Court Administration and one Outreach Prevention Specialist at the Victim Services Center. The Board of County Commissioners approved the grant on August 28, 2012.

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 |
|-----------------------|----------------------------|-------------------|
| 7301-006-7077-3150 | U.S. Department of Justice | \$ 363,302 |
| | TOTAL REVENUES | <u>\$ 363,302</u> |

Mayor Teresa Jacobs
 -AND-
 Board of County Commissioners
 Consent Agenda Item for December 11, 2012
 November 13, 2012
 Page 2

Expenditures:

| Account Number | Classification | Amount |
|------------------------|--|-------------------|
| 4RD-7301-006-7077-3167 | Payments to Other Governmental Agencies | \$ 66,290 |
| 4RA-7301-003-7315-1120 | Regular Salaries & Wages | 2,427 |
| 4RA-7301-003-7315-2110 | FICA Taxes | 221 |
| 4RA-7301-003-7315-2120 | Retirement Contribution | 2,118 |
| 4RA-7301-003-7315-2130 | Life & Health Insurance | (3,727) |
| 4RG-7301-003-7315-4115 | Miscellaneous Operating Supplies / Program Expenses | 6,183 |
| 4RE-7301-081-7085-6420 | Rolling Stock | 25,000 |
| 4RF-7301-060-7015-4115 | Miscellaneous Operating Supplies / Program Expenses | 2,220 |
| 4RF-7301-060-7015-6410 | Equipment | 13,050 |
| 4RJ-7301-060-7011-3197 | Contractual Services Not Otherwise Specified | 119,290 |
| 4RH-7301-062-7017-3197 | Contractual Services Not Otherwise Specified | 15,400 |
| 4RH-7301-062-7017-4115 | Miscellaneous Operating Supplies / Program Expenses | 8,100 |
| 4RB-7301-065-7014-1130 | Other Salaries & Wages | 19,998 |
| 4RB-7301-065-7014-2110 | FICA Taxes | 450 |
| 4RB-7301-065-7014-2120 | Retirement Contribution | 1,367 |
| 4RC-7301-065-7014-3197 | Contractual Services Not Otherwise Specified | 7,054 |
| 4RC-7301-065-7014-3610 | Rental of Equipment / Misc. Items | 2,071 |
| 4RC-7301-065-7014-3620 | Leases – Buildings / Structures | 63,120 |
| 4RC-7301-065-7014-4110 | Office Supplies | 300 |
| 4RC-7301-065-7014-4115 | Miscellaneous Operating Supplies / Program Expenses | 12,070 |
| 4RC-7301-065-7014-4143 | Medical and Surgical Supplies | 300 |
| | TOTAL EXPENDITURES | \$ 363,302 |

RS/PM/tp

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



November 13, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *R.S.*

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Amendment #13-10, Fund 7706
Emergency Solutions Grant (ESG) formerly Emergency Shelter Grants
Agreement #S-11-UC-12-0015
Housing and Community Development Division/Community,
Environmental, & Development Services Department

On August 2, 2011, the Board of County Commissioners (BCC) approved the 2011-2012 Action Plan for the estimated Emergency Solutions Grant awarded by the U.S. Department of Housing and Urban Development (HUD) in the amount of \$269,768. On May 8, 2012, the BCC approved a substantial amendment to the fiscal year 2011-2012 Annual Action Plan. HUD approved the substantial amendment on May 15, 2012 for a total budget of \$421,513. This represents an increase of \$151,745. Funds will be used to assist homeless families and individuals to stabilize and secure permanent housing.

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 |
|-----------------------|--|-------------------|
| 7706-068-9123-3120 | Department of Housing and Urban Development | \$ 151,745 |
| | TOTAL REVENUES | <u>\$ 151,745</u> |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|------------------------------|-------------------|
| 3MT-7706-068-9123-8610 | AID to Private Organizations | \$ 151,745 |
| | TOTAL EXPENDITURES | <u>\$ 151,745</u> |

RS/PM/tp

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



Interoffice Memorandum

AGENDA ITEM

November 19, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *RS*

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Amendment #13-11, Fund #7616
Air Pollution Control – EPA 105
Contract # A-95450410-5
Environmental Protection Division/Community, Environmental, &
Development Services Department

On September 20, 2012, the Board of County Commissioners approved an estimated budget in the amount of \$250,000 for the EPA 105 grant. The U.S. Environmental Protection Agency (EPA) awarded the grant to Orange County Environmental Protection Division in the amount of \$206,342, a decrease of \$43,658. The funding is to continue to protect air quality so that it achieves established ambient air standards and protects human health. The program includes ambient air monitoring and various other activities to reduce or control air pollutants such as ozone, particulate matter, regional haze, sulfur dioxide, carbon monoxide, and mercury.

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 |
|--------------------|---------------------------------|-------------|
| 7621-068-7207-3170 | Environmental Protection Agency | \$ (43,648) |
| | TOTAL REVENUES | \$ (43,648) |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|--------------------------|-----------------------|
| 4HT-7616-068-7207-1120 | Regular Salaries & Wages | \$ (36,765) |
| 4HT-7616-068-7207-2110 | FICA Taxes | (4,472) |
| 4HT-7616-068-7207-2120 | Retirement Contribution | (10,583) |
| 4HT-7616-068-7207-2130 | Life & Health Insurance | 10,230 |
| 4HU-7616-068-7207-3125 | Indirect Costs | (2,068) |
| | TOTAL EXPENDITURES | \$ (43,658) <i>pm</i> |

RS/PM/tp

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



Interoffice Memorandum

AGENDA ITEM

November 19, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Amendment #13-12, Fund #7459, FY 2013
Metropolitan Medical Response System (MMRS)
Grant/Agreement #13-DS-25-06-58-02-242
EMS Office of the Medical Director/Health Services Department

The U.S. Department of Homeland Security through Florida Division of Emergency Management has awarded the Metropolitan Medical Response System grant in the amount of \$281,693. This grant will enhance the existing local and regional emergency preparedness systems to respond effectively to the health and medical consequences of a nuclear/biological or chemical terrorist incident, common hazardous materials or naturally occurring outbreaks.

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:

Table with 3 columns: Account Number, Classification, Amount. Includes entry for U.S. Department of Homeland Security and a TOTAL REVENUES row.

Expenditures:

Table with 3 columns: Account Number, Classification, Amount. Includes entries for Regular Salaries & Wages, FICA Taxes, Retirement Contribution, Life & Health Insurance, Communications, Equipment less than \$1,000, Equipment, Computer Equipment greater than \$500, and a TOTAL EXPENDITURES row.

RS/PM/tp

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



November 19, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *h.s.*

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Amendment #13-13, Fund #7480
State Homeland Security Grant Program-Issue #3 and #9
Fire Rescue Department

The U.S. Department of Homeland Security through the Florida Department of Financial Services approved Orange County Fire Rescue an award in the amount of \$30,122. These funds will be utilized for sustainment, maintenance of equipment and for training to continue participation as a local and regional responder in case of declared emergency. The Board of County Commissioners approved the award on September 18, 2012.

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 |
|-----------------------|--------------------------------------|------------------|
| 7480-034-7624-3182 | U.S. Department of Homeland Security | \$ 30,122 |
| TOTAL REVENUES | | \$ 30,122 |

Expenditures:

| Account Number | Classification | Amount |
|---------------------------|---|------------------|
| 3NT-7480-034-7624-3185 | Contractual Services - Training | \$ 2,000 |
| 3NT-7480-034-7624-3420 | Out-of-County Travel | 2,000 |
| 3NU-7480-034-7624-3820 | Maintenance of Equipment | 5,000 |
| 3NT-7480-034-7624-4030 | Training Costs | 2,605 |
| 3NU-7480-034-7624-4115 | Miscellaneous Operating Supplies/ Program Expenses | 8,517 |
| 3NU-7480-034-7624-4123 | Equipment less than \$1,000 | 5,000 |
| 3NU-7480-034-7624-6410 | Equipment | 5,000 |
| TOTAL EXPENDITURES | | \$ 30,122 |

RS/PM/tp

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

pm



Interoffice Memorandum

AGENDA ITEM

November 19, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *R.S.*

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Amendment #13-14, Fund #8703
Waste Tire Grant
Mosquito Control Division/Health Services Department

On September 20, 2010, the Board of County Commissioners approved an estimated budget for the Mosquito Control grant in the amount of \$18,396. The Florida Department of Agriculture and Consumer Services awarded the grant in the amount of \$18,500 a increase of \$104. The Mosquito Control Program assists Orange County in the control of nuisance and disease transmitting mosquitoes through a variety of techniques.

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 |
|--------------------|---|---------------|
| 8703-060-7224-3425 | FL. Department of Agriculture and Consumer Services | \$ 104 |
| | TOTAL REVENUES | <u>\$ 104</u> |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|--------------------|---------------|
| 4MM-8703-060-7224-6420 | Rolling Stock | \$ 104 |
| | TOTAL EXPENDITURES | <u>\$ 104</u> |

RS/PM/tp

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



November 19, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *RS*

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Amendment #13-15, Fund #8155
Kelly Park – Camp Joy Property
Contract #S0599
Parks & Recreation Division/Community, Environmental, &
Development Services Department

On May 22, 2012, the Board of County Commissioners approved a grant from the Florida Department of Environmental Protection through the Florida Communities Trust Fund in the amount of \$364,560. The grant will be used for reimbursement of 40 percent of the total acquisition cost of Camp Joy property.

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 |
|-----------------------|--|-------------------|
| 8155-065-7432-3446 | FL. Department of Environmental Protection – Cul/Rec CAP | \$ 364,560 |
| | TOTAL REVENUES | <u>\$ 364,560</u> |

Expenditures:

| Account Number | Classification | Amount |
|------------------------|---|-----------------------------|
| 2PY-8155-065-7432-6110 | Land & Permanent Land Rights/ Easements | \$ 364,560 |
| | TOTAL EXPENDITURES | <u>\$ 364,560</u> <i>pm</i> |

RS/PM/tp

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



Interoffice Memorandum

AGENDA ITEM

November 19, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Amendment #13-16, Fund #7621
Air Pollution Control – EPA 105
Contract # XA-95495512
Environmental Protection Division/Community, Environmental, &
Development Services Department

On September 11, 2012, the Board of County Commissioners approved an award from the U.S. Environmental Protection Agency (EPA) for the EPA 103 – Near Road Site Monitoring program in the amount of \$200,000. These funds will be used for the establishment of a near road monitoring station for nitrogen dioxide.

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:

Table with 3 columns: Account Number, Classification, Amount. Includes row for Environmental Protection Agency and TOTAL REVENUES.

Expenditures:

Table with 3 columns: Account Number, Classification, Amount. Includes rows for Contractual Services, Utilities, Communications, Miscellaneous Operating Supplies/Program Expenses, Equipment, Computer Equipment greater than \$500, and TOTAL EXPENDITURES.

RS/PM/tp

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



November 16, 2012

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

FROM: Randy Singh, Manager, Office of Management & Budget

SUBJECT: Consent Agenda Item for December 11, 2012
Budget Transfer #13-0565

Provided for Board approval is a copy of the budget transfer processed by the Office of Management and Budget.

ACTION REQUESTED: Approval of budget transfer #13-0565.

RS/tp

Attachment

BUDGET TRANSFER REQUEST

CONTROL NO 13-0565
(To be assigned by OMB)

BCC
tp

FUND NO 1032/1033

DEPARTMENT(S) Public Works

DATE: 12/11/12

Request the following transfer be made for the reason(s) stated:

pg 1 of 1

| NO. | AGENCY | ORGANIZATION | OBJECT | APPR | AMOUNT FROM | AMOUNT TO |
|--------|--------|--------------------------------------|---------------------------------|------|-------------|------------|
| | 072 | 0475 | 9550 | TCA | \$ 119,930 | |
| TITLE | | Reserves | Reserve - Future Capital Outlay | | | |
| | 072 | 0475 | 9550 | TBA | \$ 48,649 | |
| TITLE | | Reserves | Reserve - Future Capital Outlay | | | |
| | 072 | 2909 | 4495 | MGF | | \$ 48,649 |
| TITLE | | Revenue - Transportation Impact Fees | Refunds Prior Year Revenue | | | |
| | 072 | 2909 | 4495 | MGH | | \$ 119,930 |
| TITLE | | Revenue - Transportation Impact Fees | Refunds Prior Year Revenue | | | |
| NO. | | | | | | |
| TITLE | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL: | | | | | \$ 168,579 | \$ 168,579 |

JUSTIFICATION (to be completed by OMB):

This budget transfer from the impact fee reserve funds is necessary

to cover outstanding impact fee refunds.

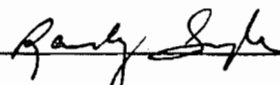
REQUESTED BY: Original on file
(Department Manager)

RECOMMENDED BY: Office of Management & Budget

(County Comptroller)

APPROVED / DISAPPROVED

Board of County Commissioners / County Administrator:



REQUESTING DEPARTMENT: FORWARD ENTIRE SET TO THE OFFICE OF MANAGEMENT AND BUDGET
DISTRIBUTION AFTER APPROVAL: WHITE - FISCAL; GREEN - FINANCE; GOLD - OMB;
YELLOW - OMB; PINK - REQUESTING DEPARTMENT



DATE: November 28, 2012
TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners
FROM: John L. Petrelli, Manager
Risk Management Division
SUBJECT: Approval of Public Official Bond

AGENDA ITEM

Attached for Board Approval is the faithful performance bond required by Florida Statute Section 137.04 for the following public official:

| <u>NAME</u> | <u>TITLE</u> | <u>AMOUNT OF BOND</u> |
|-----------------|---------------------|-----------------------|
| Peter D. Clarke | County Commissioner | \$2,000 |

Section 137.04, Florida Statutes requires "each county commissioner, whether elected or appointed to such office... to obtain a faithful performance bond as required by the board of county commissioners" to remain in effect throughout their term in office.

ACTION REQUESTED:

Approval of faithful performance bond for Commissioner Peter D. Clarke, District 3. (Risk Management Division).

JLP/sm

c. Eric Gassman, Chief Accountability Officer

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of ORANGE

Bond No. 105864260

KNOW ALL MEN BY THESE PRESENTS, That we, Peter D. Clarke
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the
sum of Two Thousand Dollars, we hereby bind ourselves and each of our heirs,
executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official
was elected appointed County Commissioner
(Name of Office)
for a term beginning December 04, 2012 and ending January 10, 2017 and until
his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office
as provided by law, this obligation is void.

Peter D. Clarke

X

(Signature of Official)

Signed and Sealed this 28 day of November, 2012

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)

200 S. Orange Ave, Suite 1350, Orlando, FL 32801
(Address of Local Bonding Company)

(SEAL)

By Michele Montgomery
(Signature of Florida Licensed Agent)

359-54-7900
(Social Security Number of Florida Licensed Agent)

MICHELE E MONTGOMERY
(Type Name of Florida License Agent)

The above is approved this _____ day of _____.

Signature: _____

Approved by: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 105864260

Principal: Peter D. Clarke
2607 Overlake Ave ORLANDO, FL 32806

Obligee: Florida Secretary of State
Division of Elections Room 316, R.A. Gray Building, 500
Bronou TALLAHASSEE, FL 323990250

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint MICHELE MONTGOMERY, of the City of Orlando, State of FL, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

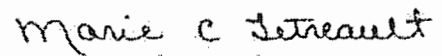
By: 
Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

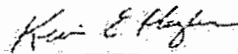
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of November, 2012.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Interoffice Memorandum

November 15, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: *Johnny M. Richardson* Johnny M. Richardson, Manager, Purchasing and Contracts Division

CONTACT: Andres Salcedo P.E., Manager, Utilities Engineering Division

SUBJECT: Award of Invitation for Bids Y13-701-PH, Eastern Water Supply Facility
Roof Replacement (Buildings 50 and 80)

RECOMMENDATION

Approval to award Invitation for Bids Y13-701-PH, Eastern Water Supply Facility Roof Replacement (Buildings 50 and 80), to the low responsive and responsible bidder, Astor Construction Services, Inc., in the contract award amount of \$129,053 plus Additive Bid Item No. 1 for \$3,200 for a total contract award amount of \$132,253. Funding is available in account number 4420-038-1554-6310. The Utilities Engineering Division and the Business Development Division concur with this recommendation.

PURPOSE

The work consists of demolishing the existing roof system at the Eastern Water Supply Facility and construction of a new modified bitumen roofing system on buildings 50 and 80. The additive item is for the installation of a service ladder to the roof. The project is located in eastern Orange County.

DISCUSSION

Astor Construction Services, Inc. has a satisfactory performance record on similar projects. The bid submitted by Astor Construction Services, Inc. is considered reasonable based on technical analysis performed by the County. Therefore, award is recommended to Astor Construction Services, Inc.

| | Base Bid | Additive Item | Total |
|-----------------------------------|-----------|---------------|-----------|
| Astor Construction Services, Inc. | \$129,053 | \$ 3,200 | \$132,253 |
| Meyer Development Services, Inc. | \$149,916 | \$ 4,750 | \$154,666 |
| Roof USA, LLC | \$160,903 | \$ 5,500 | \$166,403 |
| Hartford South, LLC | \$173,320 | \$11,550 | \$184,870 |
| Southland Rowe Roofing, Inc. | \$183,000 | \$ 4,000 | \$187,000 |



BUSINESS DEVELOPMENT DIVISION

September 28, 2012

TO: Patty Hobbs, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y13-701-PH / Eastern Water Supply Facility Roof Replacement Building 50 & 80**

The Business Development Division evaluated the 3 lowest bids of the 5 bids submitted for this project and found that the apparent low bidder Orange County service disabled veteran (SDV) Astor Construction Services, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0.00% MWBE participation in their bid and did not provide good faith effort documentation.

The second low bid submitted by Meyer Development Services, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0.00% MWBE participation in their bid and did not provide good faith effort documentation.

The third low bid submitted by Roof USA, LLC did not meet the Orange County MWBE participation goal of 25%. They reported 0.00% MWBE participation in their bid and did not provide good faith effort documentation.

None of the bids were within the MWBE sliding scale range 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: Errick Young, Manager, Business Development Division

A handwritten signature in dark ink, appearing to be "Errick Young", written over a series of diagonal lines.

BID COMPARISON

IFB-Y13-701-PH / Eastern Water Supply Facility Roof Replacement Building 50 & 80 (Revised)

| Rank | Bidder | Bid Amount | M/WBE \$'s in Bid | % M/WBE (Goal 25%) | GFE | \$ Over Low Bid | % Difference From Low Bid (7%) | \$ Over 2nd Low Bid | % Difference From 2nd Low Bid | EEO % M / W |
|---------|---|--------------|----------------------|-----------------------|-----|--------------------|---|------------------------|--|----------------|
| Low Bid | Astor Construction Services, Inc. [sdv] | \$132,253.00 | \$0.00 | 0.00% | no | | | | | 68 / 6 |
| 2nd Low | Meyer Development Services, Inc. | \$154,666.00 | \$0.00 | 0.00% | no | \$22,413.00 | 16.95% | | | 40 / 40 |
| 3rd Low | Roof USA, LLC | \$166,403.00 | \$0.00 | 0.00% | no | \$34,150.00 | 25.82% | \$11,737.00 | 7.59% | 26 / 15 |
| 4th Low | Hartford South, LLC | \$184,870.00 | \$17,500.00 | 9.47% | no | \$52,617.00 | 39.79% | \$30,204.00 | 19.53% | 41 / 8 |
| 5th Low | Southland Rowe Roofing, Inc. | \$187,000.00 | \$0.00 | 0.00% | no | \$54,747.00 | 41.40% | \$32,334.00 | 20.91% | 55 / 14 |



Interoffice Memorandum

November 15, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: *[Signature]* Johnny M. Richardson, Manager, Purchasing and Contracts Division

CONTACT: Andres Salcedo P.E., Manager, Utilities Engineering Division

SUBJECT: Award of Invitation for Bids Y13-702-PH, Western Water Supply Facility Roof Replacement

RECOMMENDATION

Approval to award Invitation for Bids Y13-702-PH, Western Water Supply Facility Roof Replacement to the low responsive and responsible bidder, Roof USA, LLC., in the total contract award amount of \$241,140.36. Funding is available in account number 4420-038-1554-6310. The Utilities Engineering Division and the Business Development Division concur with this recommendation.

PURPOSE

The work consists of demolishing the existing roof system and the construction of a new modified bitumen roofing system on buildings 200 and 300 at the Western Water Supply Facility. The project is located in western Orange County.

DISCUSSION

Roof USA, LLC has a satisfactory performance record on similar projects. The bid submitted by Roof USA, LLC is considered reasonable based on technical analysis performed by the County. Therefore, award is recommended to Roof USA, LLC.

| | |
|------------------------------|----------------|
| | Base Bid Total |
| Roof USA, LLC | \$241,140.36 |
| Southland Rowe Roofing, Inc. | \$288,000.00 |



BUSINESS DEVELOPMENT DIVISION

October 10, 2012

TO: Patty Hobbs, Senior Contract Administrator
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y13-702-PH / Western Regional Water Supply Facility Roof Replacement

The Business Development Division evaluated 2 bids submitted for this project and found that the apparent low bidder Roof USA, LLC did not achieve good faith effort documentation and reported 0.00% MWBE participation in their bid.

The second low bid submitted by Southland Rowe Roofing, Inc. did not achieve good faith effort documentation and reported 0.00% MWBE participation in their bid.

None of the bids were within the MWBE sliding scale range 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: Errick Young, Manager, Business Development Division

A handwritten signature in dark ink, appearing to be "Errick Young", written over a series of diagonal lines that serve as a background or underline.

BID COMPARISON

IFB-Y13-702-PH / Western Regional Water Supply Facility Roof Replacement


| Rank | Bidder | Bid Amount | M/WBE \$'s in Bid | % M/WBE (Goal 25%) | GFE | \$ Over Low Bid | % Difference From Low Bid (7%) | \$ Over 2nd Low Bid | % Difference From 2nd Low Bid | EEO % M / W |
|---------|------------------------------|--------------|----------------------|-----------------------|-----|--------------------|---|------------------------|--|----------------|
| Low Bid | Roof USA, LLC | \$241,140.36 | \$0.00 | 0.00% | no | | | | | 26 / 15 |
| 2nd Low | Southland Rowe Roofing, Inc. | \$288,000.00 | \$0.00 | 0.00% | no | \$46,859.64 | 19.43% | | | 55 / 14 |



Interoffice Memorandum

November 27, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny M. Richardson, Manager, Purchasing and Contracts Division

CONTACT: Rafael Mena, Chief Information Officer, Information Systems and Services Division
407-836-5202

SUBJECT: Approval of Purchase Order M60309, Renewal of the Software Maintenance Agreement for the AMS Financial Software (Advantage)

RECOMMENDATION:

Approval of Purchase Order M60309 for Renewal of the Software Maintenance Agreement for the AMS Financial Software (Advantage), for the period of October 1, 2012 through September 30, 2013, with CGI Technologies and Solutions, Inc. (formerly American Management Systems, Inc.), in the annual amount of \$682,839.67. Funds are available in account 0001-031-0506-3192. The Information Systems and Services Division concurs with this recommendation.

PURPOSE:

Annual maintenance support for the Advantage software system provides the County with strategic software enhancements, periodic software patches, diagnostic services, system documentation updates, online and telephone hotline support, and future software upgrades. This application affects all financial and subsystem users and supports operations in the following functions: finance (accounting, asset management, treasury accounting and investments management), project and grants management, budget preparation (BRASS) and purchasing.

DISCUSSION:

The original agreement with American Management Systems, Inc. for maintenance of this application was approved by the Board on October 22, 1990, and has been renewed annually since that date. In July 2001 the Board approved the upgrade of the software to the web-based version of Advantage. This software is proprietary to CGI Technologies and Solutions Inc. The price for these services is considered fair and reasonable and is consistent with previous costs.




Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
4

November 20, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts
Division

CONTACT: Jim Becker, Manager, Solid Waste Division
407-254-9660

SUBJECT: Approval of Purchase Order M60927, Second Life Re-Build of Caterpillar
740 Articulated Dump Truck

RECOMMENDATION:

Approval of Purchase Order M60927, Second Life Re-Build of Caterpillar 740 Articulated Dump Truck, to Ring Power Corporation in the total amount of \$319,486.63. Funds are available in account numbers 4410 038 1011 6430 and 4410 038 1025 3820. The Solid Waste Division concurs with this recommendation.

PURPOSE:

The 740 articulated dump truck is used to haul cover soil and road materials to meet the legal and performance requirements of Orange County's permit to operate the landfill. Compost and yard waste is also moved when required.

DISCUSSION:

The 740 articulated dump truck has reached the end of its productive life and must either be traded in for a new 740 articulated dump truck or may be completely re-built to new machine condition, which is referred to as a second life re-build. A new 740 articulated dump truck would cost \$496,000 with a planned 60-month maintenance agreement for \$52,986.63 and a resale value of the dump truck being replaced (\$63,000) would result in a net cost of \$485,986.63. The second life re-build cost is \$298,000 with a planned 60-month maintenance agreement for \$52,986.63 and a resale value of (\$31,500) for a total re-build cost of \$319,486.63. The maintenance agreement provides regularly scheduled maintenance including, but not limited to, the replacement of oils, fluids, filters, mechanical adjustments, lubrications and safety inspections.

The second life re-build provides a savings of \$166,500 over the cost for a new 740 articulated dump truck. Technical staff has evaluated this pricing and considers the second life costs to be reasonable.

Page 2 of 2

Approval of Purchase Order M60927, Second Life Re-build of Caterpillar 740 Articulated Dump Truck

In addition to providing a like new truck with a new equipment warranty of 60 months or 7,500 hours, whichever come first, the second life re-build program is provided by Ring Power Corporation, the manufacturer's local factory authorized sales and service facility. Ring Power Corporation is the only authorized repair facility for Caterpillar equipment in this area. The second life re-build of the dump truck will completely tear down the truck to its component parts. All parts will be refurbished to new part specifications or replaced by new parts.




Interoffice Memorand

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

5

November 28, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Louis Schoolkate, County GIS Coordinator, Community,
Environmental and Development Services

PHONE: 407-836-5304

SUBJECT: Renewal of Software Support and Licensing for GIS Software

RECOMMENDATION:

Approval to renew Software Support and Licensing for GIS Software, with Environmental Systems Research Institute, Inc. (ESRI), from October 1, 2012 through September 30, 2013, in the amount of \$113,550. The Information Systems and Services Division and Growth Management Department concur with this recommendation.

PURPOSE:

This renewal will provide licensing and software support for Public Works, Information Systems and Services and Community, Environmental and Development Services.

DISCUSSION:

Renewal of software support and licensing with ESRI continues the support for Central Addressing Systems, the InfoMap Environment, Land Development Management Systems (LDMS), and GIS Data Warehouse along with all desktop and websites involving GIS.

ESRI is uniquely qualified to provide this suite of GIS software products and services, including annual maintenance for these software products and technical support. ESRI is the only vendor that provides direct annual maintenance and technical support of these GIS software products currently used in Orange County. ESRI directly manufactures the GIS software products and is most knowledgeable of the characteristics of the products.

Renewal of Software Support and Licensing for GIS Software

The County has been using this ESRI suite of software products and services since 1991. In addition, other local government agencies with which the County shares geographic data also use the ESRI suite of software products including Orange County Public School, Orange County Sheriff's Office, Orange County Property Appraiser, Central Florida Regional Transportation Authority and the East Central Florida Regional Planning Council. Given the relationship between the County and the various local, regional, state and federal agencies listed above, and due to our need to share geographic data, it is appropriate that the same vendor be used to ensure continuity and a seamless sharing of data and information.

These costs are considered reasonable as the countywide price is has decreased from \$114,100 the previous year to \$113,550.

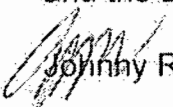


Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
6

November 28, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: George Ralls, MD, Director, Health Services Department
407-836-7611

SUBJECT: Approval of Contract Y13-2044, On-Line Medical Control Agreement for Emergency Medical Services (EMS)

RECOMMENDATION

Approval of Contract Y13-2044, On-Line Medical Control Agreement for Emergency Medical Services (EMS), with Orlando Health Central, Inc. in the estimated annual contract award amount of \$180,000 for a 1-year period. Further request authorization for the Purchasing and Contracts Division to renew the contract for two, additional 1-year periods.

PURPOSE

To provide on-line (radio) medical control to EMS personnel during the management of medical emergencies.

DISCUSSION

The Medical Control Station (MCS) operated by Orlando Health Central, Inc. will provide EMS personnel access to a licensed, board certified emergency physician for consultation by radio 24 hours per day, 7 days per week. The physician will issue medical orders to paramedics during emergency response, in conjunction with medical treatment protocol. Communications with the physician must be available even in the event of a catastrophic event. A P-25 compliant radio system and a back-up UHF radio system are essential requirements to this end. A bi-directional amplifier and antenna equipment were installed at Orlando Health Central, Inc., to allow adequate radio coverage for the physicians answering on-line medical control calls. To comply with Florida Statutes, there is no alternative to verbal orders from a licensed physician during the delivery of medical treatment for conditions that are not addressed in the written protocols.

The hourly rate for this comprehensive service is considerably lower than the hourly rate of a fulltime or part-time employed physician with similar credentials and is considerably lower than typical contract rates for physician services provided by independent contractors. Potential costs are further reduced by minimizing the County's risk exposure because the contracted physicians are covered under their own malpractice policy. This contract provides the County a low cost option for a necessary and technically complex service, while limiting risk potential and preserving control when dealing with performance deficiencies.

Staff determined that Orlando Health Central, Inc. was the only firm with the capability to fully provide the services required. To confirm this understanding, the intent to award this contract as a sole source award was posted to the Orange County website for a period of 14 days with no responses.



Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
7

November 26, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Wayne Furry, Contract Management Administrator, OCCC
407-685-5822

SUBJECT: Approval of Amendment No. 8, Contract Y7-100-GJ, Janitorial Services at the Convention Center

RECOMMENDATION:

Approval of Amendment No. 8 to Contract Y7-100-GJ, Janitorial Services at the Convention Center, with American Maintenance extending the contract through March 31, 2013 in the estimated amount of \$462,086.10 for a revised estimated contract amount of \$6,826,079.10. The Convention Center concurs with this request.

PURPOSE:

This contract provides janitorial services for the Convention Center.

DISCUSSION:

On June 26, 2007, the Board approved award of term contract Y7-100-GJ for janitorial services at the Convention Center to American Maintenance. The initial contract period was from July 1, 2007 through June 30, 2010 at a cost of \$5,029,110 with two 1-year contract renewals through June 30, 2012. The purpose of this amendment is to extend contract performance to allow for the resolution of a protest and to ensure that the successful bidder has sufficient transition time to facilitate the continuity of service delivery.

The amount of this amendment is considered reasonable because the pricing is based on the unit prices of the initial contract.

Page 2 of 2

Approval of Amendment No. 8, Contract Y7-100-GJ
Janitorial Services at the Convention Center

Previous amendments to this contract are as follows:

Amendment No. 1 adjusted scheduled services with no change to the total estimated annual contract amount.

Amendment No. 2 renewed the contract from July 1, 2010 through June 30, 2011 with no change to the total estimated annual contract amount.

Amendment No. 3 deleted Items 6 and 9 and added Lot III, Additional Work, which increased the total estimated contract amount by \$250,350.

Amendment No. 4 renewed the contract from July 1, 2011 through June 30, 2012 with no change to the total estimated annual contract amount.

Amendment No. 5 extended the contract from July 1, 2011 through August 31, 2012 with no change to the total estimated annual contract amount.

Amendment No. 6 increased the total estimated contract amount by \$302,966 to accommodate the extension period of Amendment No. 5.

Amendment No. 7 extended the contract from September 1, 2012 through December 31, 2012 and increased the total estimated contract amount by \$478,601.



Interoffice Me.

REAL ESTATE MANAGEMENT ITEM 1

DATE: November 15, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director *JDT*
Administrative Services Department

FROM: Robert L. Lyle, Program Manager *RLL*
Real Estate Management Division

CONTACT PERSON: William K. Hurt, Jr., Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7087

ACTION REQUESTED: APPROVAL AND EXECUTION OF FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN PYRAMID PROPERTIES VI, LLP AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED

PROJECT: FM/ISS/911 Fourth Amendment
3511, 3517 and 3521 Parkway Center Court
Orlando, Florida

District 2

PURPOSE: To provide for continued occupancy and reduction of rent and operating costs for the County's operations at this facility.

ITEM: Fourth Amendment to Lease Agreement
Cost: Year 1, \$38,196.67 per month
Year 2, \$39,176.67 per month
Year 3, \$40,203.33 per month
Year 4, \$41,440.00 per month
Year 5, \$42,490.00 per month
Size: 28,000 square feet
Option Term: Three additional 5-year renewals

BUDGET: Account No.: 0001-043-0201-3620

APPROVALS: Real Estate Management Division
County Attorney's Office
Facilities Management Division
Information Systems and Services Division
Public Safety Communications Division

REMARKS: Orange County (County) entered into a Lease Agreement approved by the Board of County Commissioners (BCC) June 6, 2000, as amended by Amendment Number One and Modification of Lease approved by the BCC January 2, 2001, Second Amendment to Lease approved by the BCC June 7, 2005, and Third Amendment to Lease Agreement approved by the BCC November 17, 2009 (collectively, the "Lease"), under which County leases approximately 28,000 square feet of office space identified as: Units I-2, J & K, located at 3521 Parkway Center Court; Units F-2, G,H & I-1, located at 3517 Parkway Center Court and Units D, E, & F-1, located at 3511 Parkway Center Court, all in Orlando, Florida.

The County has exercised the last of its renewal options granted by the original lease, and the Landlord is willing to provide additional renewal options and modify the terms of the lease.

This action will renew the term of the lease for five additional years, commencing on January 1, 2013 and provide the County with two additional renewals. Additionally, it will freeze the rent at the current rate for one year and transfer the responsibility for HVAC maintenance, repair and replacement to the Landlord.

All other terms and conditions of the Lease remain in full force and effect.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.





Interol

REAL ESTATE MANAGEMENT ITEM 2

DATE: November 14, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director 
Administrative Services Department

FROM: Robert L. Lyle, Program Manager 
Real Estate Management Division

CONTACT PERSON: William K. Hurt, Jr., Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7087

ACTION REQUESTED: APPROVAL AND EXECUTION OF THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN LAKESIDE BEHAVIORAL HEALTHCARE, INC. F/K/A LAKESIDE ALTERNATIVES, INC. AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED

PROJECT: CRC - Third Amendment
1800 Mercy Drive
Orlando, Florida

District 6

PURPOSE: To modify lease terms to provide additional renewal options.

ITEM: Third Amendment to Lease Agreement
Cost: \$1 per year
Size: 4,700 square feet
Option Term: Two additional 5-year renewals

BUDGET: Account No.: 0001-062-2502-3620

APPROVALS: Real Estate Management Division
County Attorney's Office
Health Services Department
Facilities Management Division

REMARKS: Orange County ("County") currently leases space for operation of its Central Receiving Center (CRC) from Lakeside Behavioral Healthcare, Inc. (LBH) under a Lease Agreement approved by the Board of County Commissioners (BCC) on December 3, 2002; as amended by First Amendment to Lease approved by the BCC August 8, 2006; Second Amendment to Lease approved by the BCC August 28, 2007; and Agreement to Exercise Renewal Option dated July 20, 2012 (collectively the "Lease").

The County has exercised all of the renewal options granted under the original Lease which will expire September 30, 2017, and the Family Services Department (FSD) has requested that additional renewal options be obtained so it can continue to operate the facility in the future. Lakeside Behavioral Healthcare, Inc. (LBH) has agreed to grant two additional renewal options, and has asked the County to modify the original agreement to remove language that encumbers space on the fourth floor, and to include language to allow for relocation of the leased premises in the future, should LBH deem it necessary. FSD has no future need for the additional space on the fourth floor and agrees to the future relocation should it become necessary.

This action will provide the County with two additional five year renewal option terms, removes the language that encumbers the space on the fourth floor and adds language to allow for the relocation of the CRC operations to space of similar size and accessibility, should it become necessary due to remodeling or expansion of the facility in the future.

All other terms and conditions of the lease remain in full force and effect.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.



Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 3

DATE: November 16, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director *JDT*
Administrative Services Department

FROM: Gary Roberts, Acquisition Agent *GR*
Real Estate Management Division

CONTACT PERSON: William K. Hurt, Jr., Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7087

ACTION REQUESTED: APPROVAL AND EXECUTION OF EASEMENT AGREEMENT FOR MONITORING PURPOSES BETWEEN THE CITY OF ST. CLOUD, THE TOHOPEKALIGA WATER AUTHORITY, ORANGE COUNTY, POLK COUNTY AND REEDY CREEK IMPROVEMENT DISTRICT AND AUTHORIZATION TO DISBURSE FUNDS TO PAY ALL RECORDING FEES AND RECORD INSTRUMENT

PROJECT: Water Supply Monitoring Program (STOPR Sites 17, 18, 19, 20, 23, 24, 30, 31, 32 and 39)

Districts 1, 2 and 4, Osceola County, Polk County

PURPOSE: To provide for access, installation, operation and maintenance of water monitoring facilities.

ITEM: Easement Agreement for Monitoring Purposes
Cost: None
Term: Expires June 14, 2027
Options: Parties may terminate easement within sixty (60) days prior notice to granting Party.

BUDGET: Account No.: 4420-038-1322-6110

FUNDS: \$351.70 Orange County Comptroller
(all recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department
Public Works Department
Parks and Recreation Division
Risk Management Division
Polk County
City of St. Cloud
Tohopekaliga Water Authority
Reedy Creek Improvement District

REMARKS: In 2007, Orange County was issued Water Use Permit #48-00134-W (WUP) by the South Florida Water Management District (SFWMD). The SFWMD believes that water use allocation in the Central Florida area should be coordinated regionally. It required that Orange County meet several conditions of its WUP, in cooperation with the City of St. Cloud, Tohopekaliga Water Authority, Polk County, and Reedy Creek Improvement District (the STOPR Group).

Together, the STOPR Group is required to develop and maintain a monitoring program which includes monitoring water levels in 39 different wetlands selected by SFWMD.

This Easement Agreement grants each member of the STOPR Group a non-exclusive easement in and upon parcels owned by other members of the STOPR Group. It is for the purpose of monitoring wetland or lake conditions and surface water and/or shallow groundwater levels to include installation and monitoring of piezometers and staff gauges and to secure the monitoring equipment by such means as may be necessary to include bollards or fencing. The parcels owned by Orange County are Site 23 located southwest of CR 535, Site 30 located east of Clapp Sims Duda Road, Site 32 located northwest of Orange Avenue @ SR 417, and Site 39 located west of Powers Drive.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.





Interoffice M

REAL ESTATE MANAGEMENT ITEM 4

DATE: November 14 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director 
Administrative Services Department

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

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF RESOLUTION AND
AUTHORIZATION TO INITIATE CONDEMNATION PROCEEDINGS

PROJECT: Innovation Place Water, Wastewater and Reclaimed Water Transmission
Main Project

District 4

PURPOSE: Acquisition of one perpetual utility easement and one temporary
construction easement required for water main corridor.

ITEM: Resolution (Parcel 802/702)

BUDGET: Account Nos.: 4420-038-1450-58-6110 (25%)
4420-038-1483-19-6110 (25%)
4420-038-1510-33-6110 (25%)
4420-038-1510-34-6110 (25%)

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: This is the first submittal of parcels for this project to be acquired through eminent domain.

A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: November 13, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director *JDT*
Administrative Services Department

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

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH ADDENDUM TO CONTRACT BETWEEN ORANGE COUNTY AND LELIMAR SANTIAGO, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO LELIMAR SANTIAGO AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: NSP Resale – 12820 Ohio Woods Lane, Orlando, FL 32824 (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 Addendum to Contract

County Deed
Revenue: \$95,000 (less closing costs and NSP assistance)*

REVENUE: Account No.: 7705-065-7679-6870

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 the NSP.

*The revenue (sales price) is \$95,000 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 will pay closing costs, except documentary stamp tax, and 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 closing costs and 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.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.


Interoffice




REAL ESTATE MANAGEMENT ITEM 6

DATE: November 14, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director 
Administrative Services Department

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

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN ORANGE COUNTY AND LAUREN YUKA OBITSU, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO LAUREN YUKA OBITSU AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: NSP Resale – 4718 Fort Knox Court, Orlando, FL 32822 (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
County Deed
Revenue: \$120,200 (less closing costs and NSP assistance)*

REVENUE: Account No.: 7705-065-7679-6870

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 the NSP.

*The revenue (sales price) is \$120,200 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 will pay closing costs, except documentary stamp tax, and 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 closing costs and 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.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.



Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 7

DATE: November 12, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director *JDT*
Administrative Services Department

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

CONTACT PERSON: Ann Caswell, Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH ADDENDUMS TO CONTRACT BETWEEN ORANGE COUNTY AND FRANKLIN MIGUEL ASTACIO, APPROVAL AND EXECUTION OF COUNTY DEED FROM ORANGE COUNTY TO FRANKLIN MIGUEL ASTACIO AND ALMA YAZMIN MIRANDA AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: NSP Resale – 7661 Fordham Creek Lane, Orlando, FL 32818
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 Addendums to Contract

County Deed
Revenue: \$130,000 (less closing costs and NSP assistance)*

REVENUE: Account No.: 7705-065-7679-6870

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 the NSP.

*The revenue (sales price) is \$130,000 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 will pay closing costs, except documentary stamp tax, and 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 closing costs and 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.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.



Interoffice M

REAL ESTATE MANAGEMENT ITEM 8

DATE: November 26, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director *JDT*
Administrative Services Department

FROM: Gary Roberts, Acquisition Agent *WKH for GR*
Real Estate Management Division

CONTACT PERSON: William K. Hurt, Jr., Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7087

ACTION REQUESTED: APPROVAL OF DRAINAGE EASEMENT AND INGRESS-EGRESS EASEMENT BETWEEN LAKE TYLER CONDOMINIUM ASSOCIATION, INC. AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY ALL RECORDING FEES AND RECORD INSTRUMENTS

PROJECT: Lake Tyler Stormwater Improvements

District 6

PURPOSE: To provide for access, construction, operation, and maintenance of drainage improvements.

ITEMS: Drainage Easement (Instrument 802A.1/802B.1)
Cost: Donation
Total size: 22,148 square feet

Ingress-Egress Easement (Instrument 802C.1)
Cost: Donation
Size: 19,062 square feet

BUDGET: Account No.: 0001-068-2422-3148

FUNDS: \$97.90 Orange County Comptroller
(all recording fees)

APPROVALS: Real Estate Management Division
Public Works Department
Environmental Protection Division

REMARKS: Lake Tyler Condominium Association, Inc. has agreed to donate the easement areas. The easements are needed as part of a pipe outfall and maintenance system to benefit the water quality of Lake Tyler. Orange County will be responsible for the maintenance, repair and replacement of the drainage improvements.

A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.



Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 9

DATE: November 26, 2012

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: John D. Terwilliger, Director *JD*
Administrative Services Department

FROM: Sabrina L. Miller, Acquisition Agent *SKH for SM*
Real Estate Management Division

CONTACT PERSON: William K. Hurt, Jr., Assistant Manager

DIVISION: Real Estate Management
Phone: 836-7087

ACTION REQUESTED: APPROVAL OF PURCHASE PRICE ABOVE APPRAISED VALUE, PURCHASE AGREEMENT AND UTILITY EASEMENT BETWEEN OCP MANAGEMENT COMPANY, LLC AND ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND RECORDING FEES AND RECORD INSTRUMENT

PROJECT: Pump Station No. 3148 (Penney's Warehouse)

District 6

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities.

ITEMS: Purchase Agreement

Utility Easement (Instrument 801.1)
Cost: \$8,800
Size: 2,002 square feet

BUDGET: Account No.: 4420-038-1502-94-6110

FUNDS: \$8,800.00 Payable to OCP Management Company, LLC
(purchase price)

\$27.00 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Pump Station No. 3148 needs to be rehabilitated. This easement will provide Orange County Utilities permanent access for the construction, operation and maintenance of the pump station facility.

Grantor to pay documentary stamp tax.

A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.



Interoffice Memorandum

AGENDA ITEM

November 14, 2012

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

FROM: Jon V. Weiss, P.E., Director *JW.*
Community, Environmental and Development
Services Department

**CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1406**

SUBJECT: December 11, 2012 – Consent Item
Florida Department of Environmental Protection
Grant Agreement No. LP6044, Amendment No. 7
Lake Mary Jess Stormwater Improvement Project

The Environmental Protection Division (EPD) is requesting approval of Amendment No. 7 to the Florida Department of Environmental Protection (FDEP) Grant Agreement No. LP6044 (Agreement). Amendment No. 7 will extend the completion date of the referenced grant from January 31, 2013 to June 30, 2013 and update the project work plan.

The Board of County Commissioners approved the original \$466,000 Agreement in February 2006. Subsequently, Amendments 1 and 3 – 6 extended the expiration dates of the Agreement and updated the project work plan, and Amendment 2 modified the scope of work in the project work plan.

The Lake Mary Jess Drainage and Water Quality Improvement Project is designed to improve the water quality of Lake Mary Jess, by treating raw stormwater from the State Road 527 Outfall. This project will redirect the Outfall into a redesigned treatment pond to increase retention time; thus increasing the separation of suspended solids while decreasing the nutrient load draining into Lake Mary Jess. The Lake Mary Jess Drainage and Water Quality Improvement

Page Two
December 11, 2012 – Consent Item
Florida Department of Environmental Protection
Grant Agreement No. LP6044, Amendment 7

Project's design phase is complete and the project is entering the construction phase. The construction phase is estimated to be completed by April 2013.

The total budget for construction is \$499,760, with FDOT contributing \$100,000 towards the total cost. Additional funding sources include Orange County, City of Edgewood, and Florida Department of Transportation.

This Amendment was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED: Approval of State Financial Assistance Agreement DEP Agreement No. LP6044 Orange County Amendment No. 7 between the Florida Department of Environmental Protection and Orange County for the Lake Mary Jess Stormwater Improvement Project to extend the grant completion date to June 30, 2013. District 3

JVW/LC: mn

Attachments

STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP6044
ORANGE COUNTY
AMENDMENT NO. 7

THIS AGREEMENT as entered into on the 16th day of February, 2006, and amended on the 26th day of February, 2007, the 17th day of June, 2008, the 30th day of June, 2009, the 17th day of May, 2010, the 3rd day of March, 2011, and the 6th day of April, 2012, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ORANGE COUNTY (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested an extension of the term of the Agreement in order to complete the project as planned; and,

WHEREAS, the Department has determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. is hereby revised to change the completion date of the Agreement from January 31, 2013, to June 30, 2013.
2. Section 5. is hereby deleted in its entirety and replaced with the following:

Progress Reports (**Attachment C**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the 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 Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

3. **Attachment A-6**, Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-7**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to any prior **Attachment A's** shall hereinafter refer to **Attachment A-7**, Revised Project Work Plan.

4. In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 7 to State Financial Assistance Agreement LP6044 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Deputy Division Director of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Deputy Director of the Department of Environmental Protection, Division of Water Resource Management.

ORANGE COUNTY

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Teresa Jacobs
Orange County Mayor*

By: _____
Deputy Director
Division of Water Resource Management

Date: _____

Date: _____

Tommy Williams, DEP Grant Manager

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

By: _____
Deputy Clerk

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

| <u>Specify Type Letter/Number</u> | <u>Description (include number of pages)</u> |
|-----------------------------------|--|
| Attachment A-7 | Revised Project Work Plan (2 pages) |

**ATTACHMENT A-7
REVISED GRANT WORK PLAN
ORANGE COUNTY
LP6044**

| |
|---|
| Project Title: Lake Mary Jess Stormwater Improvement Project |
| Project Location: 5636 Commerce Drive Orlando FL, 32839. |
| <p>Project Background: The objective of this project is to provide water quality treatment to the raw stormwater that discharges from the Orange Avenue Canal into Lake Mary Jess. The scope of work includes the engineering design, permitting, preparing procurement package, technical and construction documents, coordinating with various utility and governmental agencies, and final construction as related to the retrofitting of an adjacent dry detention pond to a wet retention pond system. The new wet retention pond will receive and treat the first flush of raw stormwater coming from the Orange Avenue Canal.</p> <p>All of the property acquisitions, geotechnical work, engineering, design and permitting have been completed. The bid process is now complete and the contract has been awarded to Conpilog International. Orange County anticipates that the notice to proceed to be issued within the next month and for construction to begin in December 2012.</p> <p>All local funding and financial participation has been secured and awaiting disbursement once construction is initiated. It is unlikely that the County will be able to proceed with the project if this grant is not continued. If such happened, the funds already expended to date for property acquisition, engineering, design and permitting will be in vain. In addition, the County would have to terminate its legal agreements with the other financial participants (Florida Department of Transportation, City of Edgewood, Lake Jessamine Taxing District and Lake Mary Jess Taxing District) if this grant funding was not renewed.</p> |
| <p>Project Description: This project is designed to add pretreatment to the raw stormwater that flows through the Orange Avenue Canal, leading into Lake Mary Jess. The adjacent dry pond will be reconfigured to a wet retention pond and it will be interconnected with the Orange Avenue Canal. There will be a flow diversion device that will direct flow into the wet pond, where the water will interact and ultimately slow down by way of a sheet pile wall (installed down the middle, perpendicular to the canal). This interaction will allow total suspended solids (TSS) to precipitate out of the water column and aid in the removal of phosphorus and nitrogen from the discharged water to Lake Mary Jess.</p> <p>1.Task : Prepare Construction Plans 1a.Deliverable(s): Construction Plans Performance Measures: Construction Plans must be approved by Orange County Public Works Engineering Division and FDOT prior to bid. Financial Consequences: All discrepancies with the FINAL construction plans shall be reviewed and corrected by the contractor prior to bid.</p> |

Completion Date: May 2012 - Completed

Budget Information:

Contractual: Prepare Construction Plans -DEP \$57,500.00, Orange County match \$97,349.21.

2.Task: Construction

2a.Deliverable(s): Construction Invoices

Performance Measures: Contractor must follow all rules laid out in the bid-package supplied by Orange County Purchasing and Contracts Division.

Financial Consequences: All discrepancies with the final product will be the responsibility of the contractor to correct before final payment.

Completion Date: June 2013

Budget Information:

Contractual: Construction including construction oversight – DEP \$408,500, Orange County match \$368,650.79

Total Budget by Task and Deliverables:

| Task | DEP Funding | Matching Funds and Source | |
|------------------------------|--------------|---------------------------|-----------------|
| | | Matching Funds | Source of Funds |
| 1 Prepare construction plans | \$57,500.00 | \$97,349.21 | Orange County |
| 2 Construction | \$408,500.00 | \$368,650.79 | Orange County |
| Total: | \$466,000.00 | \$466,000.00 | |
| Project Total: | | \$932,000.00 | |

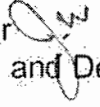


Interoffice Memorandum

AGENDA ITEM

November 7, 2012

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) 836-1406**

SUBJECT: December 11, 2012 – Consent Item
Watershed Atlas Project Agreements

The Environmental Protection Division is bringing forward six Interlocal Agreements for Watershed Atlas Project with the cities of Apopka, Maitland, Winter Park, Winter Garden, Ocoee, and Orlando for approval.

In March of 2005, the Board of County Commissioners (Board) approved development of a Watershed Atlas to provide an accessible Internet location for surface water related information specific to Orange County. The University of South Florida, which has developed Atlases for a number of Central Florida counties, developed the Atlas for Orange County. The site is available for the general public, Orange County staff, and business professionals who desire to review current and historic water quality data, lake studies, and other information related to the County's vast water resources.

In 2006, and again in 2009, the Board approved Interlocal Agreements with several municipalities to cost share approximately 60% of the annual maintenance (\$57,650 per year for three years – this cost has not changed since 2005) of the Atlas website. The cost shares for the Interlocal Agreements were determined using 2010 Census data. Interlocal Agreements formalizing the

Page Two
December 11, 2012 – Consent Item
Watershed Atlas Interlocal Agreements

maintenance funding were prepared with three-year limits. The County has asked the participating partners to renew their Agreements.

Three agreements were approved by the Board on October 16, 2012. Six additional Interlocal Agreements have been returned for a three-year period for approval from the City of Apopka (\$7,506), City of Maitland (\$4,710), City of Ocoee (\$6,858), City of Orlando (\$60,000), City of Winter Garden (\$6,750), and City of Winter Park (\$6,021).

ACTION REQUESTED: Approval of Orange County, Florida and City of Apopka, Florida, City of Maitland, Florida, City of Ocoee, Florida, City of Orlando, Florida, City of Winter Garden, Florida, and City of Winter Park, Florida Interlocal Agreements for Watershed Atlas Project. All Districts

JVW/LC: mn

Attachments

ORANGE COUNTY, FLORIDA
and
CITY OF APOPKA, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2012, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Apopka, a municipal corporation existing by and under the laws of the State of Florida ("Apopka").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2012 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Apopka with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of thirty-six (36) months; and

WHEREAS, under the new agreement, Apopka has agreed to continue assisting the County in paying for the maintenance of the Project.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term and Termination. This agreement shall commence on _____, 2012 ("Commencement Date") and shall be for a period of thirty-six (36) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Apopka's Contribution. Apopka has appropriated for the period commencing on June 1, 2012 and ending on May 31, 2015, the total sum of seven thousand five hundred and six dollars (\$7,506), to be used by the County solely for the purpose of maintaining the Project. Apopka's contribution shall be made to the County in three (3) payments during the term of this agreement. The first payment, in the amount of two thousand five hundred and two dollars (\$2,502.00), shall be due thirty (30) days from the Commencement Date. The second and third payments, in the amounts of two thousand five hundred and two dollars (\$2,502.00) each, shall be due on the first and second anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use Apopka's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Apopka as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Apopka or by its designees during normal business hours for a period of three (3) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Apopka shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Apopka's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Apopka or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Program Manager, Ecological Assessment
800 Mercy Dr. Ste 4
Orlando, Fl 32808
Phone: 407-836-1400
Fax: 407-836-1441

To Apopka: John Jreij, P.E.
Assistant Public Services Director
748 East Cleveland St.
Apopka, FL 32703
Phone: 407-703-1731
Fax: 407-703-1748

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Apopka for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

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IN WITNESS WHEREOF, Orange County and Apopka have hereunto executed this agreement as of the day and year first above written.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs
Orange County Mayor

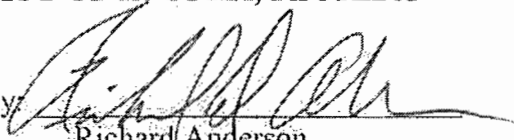
Date: _____

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

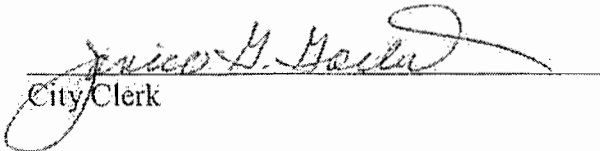
CITY OF APOPKA, FLORIDA

By:  _____

Richard Anderson
City of Apopka
Chief Administrative Officer

Date: 11-14-2012

ATTEST:

 _____
City Clerk

6/08/12

ORANGE COUNTY, FLORIDA
and
CITY OF MAITLAND, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2012, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Maitland, a municipal corporation existing by and under the laws of the State of Florida ("Maitland").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2012 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Maitland with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of thirty-six (36) months; and

WHEREAS, Maitland has agreed to assist the County in paying for the maintenance of the Project.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term and Termination. This agreement shall commence on _____, 2012 ("Commencement Date") and shall be for a period of thirty-six (36) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Maitland's Contribution. Maitland has appropriated for the period commencing on June 1, 2012 and ending on May 31, 2015, the total sum of four thousand seven hundred and ten dollars (\$4,010), to be used by the County solely for the purpose of maintaining the Project. Maitland's contribution shall be made to the County in three (3) payments during the term of this agreement. The first payment, in the amount of one thousand five hundred seventy dollars (\$1,570.00), shall be due thirty (30) days from the Commencement Date. The second and third payments, in the amounts of one thousand five hundred seventy dollars (\$1,570.00) each, shall be due on the first and second anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use Maitland's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Maitland as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Maitland or by its designees during normal business hours for a period of three (3) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Maitland shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Maitland's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Maitland or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Environmental Program Supervisor, Ecological Assessment
800 Mercy Dr. Ste 4
Orlando, FL 32808
Phone: 407-836-1400
Fax: 407-836-1441

To Maitland: Marissa Williams
Stormwater Manager
City of Maitland
1827 Fennel Street
Maitland, FL 32751
Phone: 407-539-6203
Fax: 407-539-6275

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Maitland for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Orange County and Maitland have hereunto executed this agreement as of the day and year first above written.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

CITY OF MAITLAND, FLORIDA

By: _____

Heather A. Schickel

Its: MAYOR

Date: 10-22-12

ATTEST:

Maura W. W. W.

City Clerk

ORANGE COUNTY, FLORIDA
and
CITY OF OCOEE, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2012, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Ocoee, a municipal corporation existing by and under the laws of the State of Florida ("Ocoee").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2012 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Ocoee with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of thirty-six (36) months; and

WHEREAS, Ocoee has agreed to assist the County in paying for the maintenance of the Project.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term and Termination. This agreement shall commence on _____, 2012 ("Commencement Date") and shall be for a period of thirty-six (36) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Ocoee's Contribution. Ocoee has appropriated for the period commencing on June 1, 2012 and ending on May 31, 2015, the total sum of six thousand eight hundred fifty-eight dollars (\$6,858), to be used by the County solely for the purpose of maintaining the Project. Ocoee's contribution shall be made to the County in three (3) payments during the term of this agreement. The first payment, in the amount of two thousand two hundred eighty-six dollars (\$2,286.00), shall be due thirty (30) days from the Commencement Date. The second and third payments, in the amounts of two thousand two hundred eighty-six dollars (\$2,286.00) each, shall be due on the first and second anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use Ocoee's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Ocoee as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Ocoee or by its designees during normal business hours for a period of three (3) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Ocoee shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Ocoee's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Ocoee or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Program Manager, Ecological Assessment
800 Mercy Dr. Ste 4
Orlando, FL 32808
Phone: 407-836-1400
Fax: 407-836-1441

To Ocoee: Robert Frank
City Manager
150 N. Lakeshore Dr.
Ocoee, FL 34761
Phone: 407-905-3170
FAX: 407-905-3176

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Ocoee for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

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IN WITNESS WHEREOF, Orange County and Ocoee have hereunto executed this agreement as of the day and year first above written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

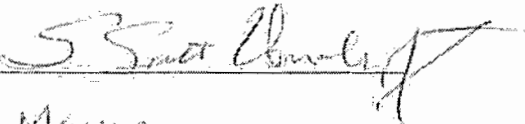
By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

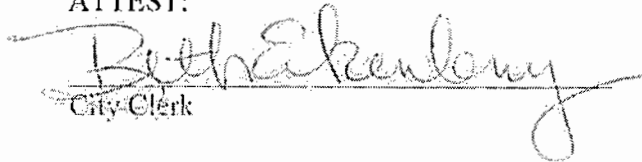
By: _____
Deputy Clerk

CITY OF OCOEE, FLORIDA

By: 
Its: Mayor

Date: 10-3-12

ATTEST:


City Clerk

ORANGE COUNTY, FLORIDA
and
CITY OF ORLANDO, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 1st day of June 2012, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Orlando, a municipal corporation existing by and under the laws of the State of Florida ("Orlando").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") entered into a contract dated June 1, 2009 ("2009 Contract") where USF implemented and maintained the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, which expired on May 31, 2012, the County agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the County and USF entered into a new contract dated June 1, 2012 ("2012 Contract"), identified as Orange County Contract #Y12-167-ZM, where USF continues to maintain the Project; and

WHEREAS, the Project provides the County and Orlando with information about their water quality and other watershed related projects and information; and

WHEREAS, previously, the County and Orlando entered into an agreement to maintain the Project for a thirty-six (36) month period; and

WHEREAS, both parties to this Agreement now desire to annually maintain the Project for an additional period of thirty-six (36) months; and

WHEREAS, the parties have determined that there is a public interest in continuing to maintain the Project in order to promote the health, safety and welfare of Central Florida citizens; and

WHEREAS, under this new Agreement, Orlando has agreed to continue assisting the County in paying for the maintenance of the Project.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term and Termination. This Agreement shall commence effective June 1, 2012 (“Commencement Date”) and shall remain in effect for a period of thirty-six (36) months. However, this Agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Orlando’s Contribution. Orlando agrees to pay the County for the period commencing on June 1, 2012 and ending on May 31, 2015, the total sum of sixty thousand dollars (\$60,000.00), to be used by the County solely for the purpose of maintaining the Project. Orlando’s contribution shall be made to the County in three (3) annual payments during the term of this agreement. The first payment, in the amount of twenty thousand dollars (\$20,000.00), shall be due thirty (30) days from the Commencement Date or thirty (30) days from the date of final execution of this Agreement, whichever is later. The second and third payments, in the amounts of twenty thousand dollars (\$20,000.00) each, shall be due on the first and second anniversary, respectively, of the Commencement Date of this Agreement. In the event of termination, amounts owed by Orlando under this Agreement shall be prorated to the date of termination.

Section 3. Use of Funds. The County shall use Orlando’s funds solely for the maintenance of the Project by USF.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Orlando as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Orlando or by its designees during normal business hours for a period of three (3) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Orlando shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Orlando’s funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Orlando or its designees.

Section 5. Public Records Law. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this Agreement, shall not discriminate against any worker, vendor, employee

or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this Agreement.

Section 8. Notices. All notices permitted or required by this Agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Environmental Program Supervisor, Ecological Assessment
800 Mercy Dr., Ste. 4
Orlando, FL 32808
Phone: 407-836-1400
Fax: 407-836-1441

To Orlando: Stormwater Compliance Program Manager
Streets and Stormwater Division
1030 S. Woods Ave
Orlando, FL 32805
Phone: 407-246-2037
Fax: 407-246-4050

Section 9. Independent Contractor. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Orlando for any purpose or for any manner whatsoever.

Section 10. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 11. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

Section 12. Waiver. Performance of this Agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 13. Amendments. This Agreement may be amended only through a written document executed by the parties.

Section 14. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be

in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15. Filing. A copy of this Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 16. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Agreement.

Section 17. Severability. In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 18. Signatory. Each person executing this Agreement represents that he or she has the authority to enter into this Agreement on behalf of the entity involved.

Section 19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

IN WITNESS WHEREOF, Orange County and Orlando have hereunto executed this Agreement as of the day and year first above written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Pro Tem Samuel B. Inglis

Date: 11/20/12

ATTEST:
Alana C. Brenner
City Clerk

ORANGE COUNTY, FLORIDA
and
CITY OF WINTER GARDEN, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____ 2012, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Winter Garden, a municipal corporation existing by and under the laws of the State of Florida ("Winter Garden").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2012 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Winter Garden with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of thirty-six (36) months; and

WHEREAS, Winter Garden has agreed to continue assisting the County in paying for the maintenance of the Project.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term and Termination. This agreement shall commence on _____, 2012 ("Commencement Date") and shall be for a period of thirty-six (36) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Winter Garden's Contribution. Winter Garden has appropriated for the period commencing on June 1, 2012 and ending on May 31, 2015, the total sum of six thousand seven hundred fifty dollars (\$6,750), to be used by the County solely for the purpose of maintaining the Project. Winter Garden's contribution shall be made to the County in three (3) payments during the term of this agreement. The first payment, in the amount of two thousand two hundred fifty dollars (\$2,250.00), shall be due thirty (30) days from the Commencement Date. The second and third payments, in the amounts of two thousand two hundred fifty dollars (\$2,250.00) each, shall be due on the first and second anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use Winter Garden's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Winter Garden as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Winter Garden or by its designees during normal business hours for a period of three (3) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Winter Garden shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Winter Garden's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Winter Garden or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Program Manager, Ecological Assessment
800 Mercy Dr. Ste 4
Orlando, FL 32808
Phone: 407-836-1400
Fax: 407-836-1441

To Winter Garden: Don Cochran
Asst. to the City Manager for Public Service
300 W. Plant St.
Winter Garden, FL 34787
Phone: 407-656-4111, ext. 2263

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Winter Garden for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Orange County and Winter Garden have hereunto executed this agreement as of the day and year first above written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

**CITY OF WINTER GARDEN,
FLORIDA**

By: *John Reas*
Its: Mayor

Date: Sept. 13, 2012

ATTEST:
Kathy Golden
City Clerk

ORANGE COUNTY, FLORIDA
and
CITY OF WINTER PARK, FLORIDA

INTERLOCAL AGREEMENT
for
WATERSHED ATLAS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2012, by and between Orange County, a charter county and political subdivision of the State of Florida ("County"), and the City of Winter Park, a municipal corporation existing by and under the laws of the State of Florida ("Winter Park").

WITNESSETH:

WHEREAS, the County and the University of South Florida ("USF") have entered into a contract dated June 1, 2012 ("Contract") where USF has implemented the Watershed Atlas Project ("Project"); and

WHEREAS, under the Contract, the County has agreed to pay USF a designated sum for the annual maintenance of the Project; and

WHEREAS, the Project will provide the County and Winter Park with information about their water quality and other watershed related projects and information; and

WHEREAS, both parties now desire to renew the Contract for a period of thirty-six (36) months; and

WHEREAS, Winter Park has agreed to continue assisting the County in paying for the maintenance of the Project.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term and Termination. This agreement shall commence on _____, 2012 ("Commencement Date") and shall be for a period of thirty-six (36) months. However, this agreement can be terminated by either party, with or without cause, upon no less than sixty (60) days notice in writing to the other party. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 2. Winter Park's Contribution. Winter Park has appropriated for the period commencing on June 1, 2012 and ending on May 31, 2015, the total sum of six thousand twenty-one dollars (\$6021), to be used by the County solely for the purpose of maintaining the Project. Winter Park's contribution shall be made to the County in three (3) payments during the term of this agreement. The first payment, in the amount of two thousand seven dollars (\$2,007.00), shall be due thirty (30) days from the Commencement Date. The second and third payments, in the amounts of two thousand seven dollars (\$2,007.00) each, shall be due on the first and second anniversary, respectively, of this agreement.

Section 3. Use of Funds. The County shall use Winter Park's funds solely for the maintenance of the Project.

Section 4. Right to Inspect and Audit Books. The County will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Winter Park as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Winter Park or by its designees during normal business hours for a period of three (3) years from the expiration of this agreement. Any cost incurred by the County as a result of an audit by Winter Park shall be the sole responsibility of and shall be borne by the County. In addition, should the County provide any or all of Winter Park's funds to sub-recipients, then and in that event, the County shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Winter Park or its designees.

Section 5. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by either party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 6. Equal Opportunity Employment/Procurement. The County, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Indemnification. To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly, each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 8. Assignment. Neither party may assign its rights hereunder without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this agreement.

Section 9. Notices. All notices permitted or required by this agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Orange County: Program Manager, Ecological Assessment
800 Mercy Dr. Ste 4
Orlando, Fl 32808
Phone: 407-836-1400
Fax: 407-836-1441

To Winter Park: Donald Marcotte, P.E.
Assistant Director/City Engineer
401 Park Ave. South
Winter Park, FL 32789-4386
Phone: 407-599-3424
Fax: 407-599-3417

Section 10. Independent Contractor. It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint venturers between the parties hereto or as constituting the County as the agent or representative of Winter Park for any purpose or for any manner whatsoever.

Section 11. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 12. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this agreement.

Section 13. Waiver. Performance of this agreement by any party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Amendments. This agreement may be amended only through a written document executed by the parties.

Section 15. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. Filing. A copy of this agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 17. No Third-Party Beneficiaries. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this agreement.

Section 18. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 19. Signatory. Each person executing this agreement represents that he or she has the authority to enter into this agreement on behalf of the entity involved.

Section 20. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Orange County and Winter Park have hereunto executed this agreement as of the day and year first above written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY OF WINTER PARK, FLORIDA

By: _____
Its: Randy Knight, C. Manager
Date: 9/20/12

ATTEST:

City Clerk

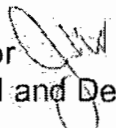


Interoffice |

AGENDA ITEM

November 28, 2012

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
(407) 836-6202**

SUBJECT: December 11, 2012 – Consent Item
Department of Environmental Protection
Agreement No. S0599, Amendment No. 1
(Kelly Park/Camp Joy - FCT Grant)

On June 10, 2010, Orange County purchased the Camp Joy property as an addition to Kelly Park for group camping and environmental education. On February 23, 2011, an application was submitted to the Florida Communities Trust (FCT) for reimbursement of 40% of the acquisition cost. In January 2012, we were notified by the State that our project had been selected to receive funding in the amount of \$364,560 subject to completion of FCT Management and Project Plans. A Department of Environmental Protection Grant Agreement for the project was approved, on May 22, 2012, by the Board of County Commissioners and executed by the State on July 5, 2012.

Amendment No. 1 will extend the expiration date of the Agreement to December 31, 2013, to allow sufficient time to complete the required FCT Management and Project Plans. This agreement has been reviewed as to form and/or substance by County staff.

**ACTION REQUESTED: Approval of DEP Agreement No. S0599
Amendment No.1 between the State of Florida
Department of Environmental Protection and
Orange County, Florida for Kelly Park/Camp Joy-
FCT Grant Agreement. District 2**

JVW/MS:bt

Attachments

FLORIDA COMMUNITIES TRUST
FF11 Award Number 11-014-FF11
KELLY PARK

**DEP AGREEMENT NO. S0599
AMENDMENT NO. 1**

THE DEP AGREEMENT No. S0599 entered into on the 5th day of July 2012, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ORANGE COUNTY, FLORIDA, (hereinafter referred to as "Grantee") is hereby amended.

WHEREAS, the Grantee determines that it is necessary to extend the project period ending date to December 31, 2013; and

WHEREAS, the Department, acting as the Florida Communities Trust, agrees with the Grantee that the amendment is needed.

NOW, THEREFORE, DEP Agreement No. S0599 is hereby amended as follows:

1. Section (I) of the Agreement is revised to change the ending date of the Agreement from December 31, 2012, to December 31, 2013.

In all other respects, DEP Agreement No. S0599 and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

ORANGE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

FLORIDA COMMUNITIES TRUST

By: _____

By: _____

Print Name: Teresa Jacobs
Title: Orange County Mayor

Al Dougherty
Deputy Secretary

Date: _____

Date: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Print Name: _____

By: _____
Kristen L. Coons, Trust Counsel

DEP Agreement #S0599



Interoffice Memo

I. CONSENT AGENDA
HEALTH SERVICES
DEPARTMENT
1

DATE: November 20, 2012

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

FROM: George Ralls, M.D., Director *GR*
Health Services Department
Contact: (407) 836-7611

SUBJECT: Certificate of Public Convenience and Necessity
Renewal for Reedy Creek Emergency Services
Consent Agenda – December 11, 2012

The EMS Office of the Medical Director requests the approval of the renewal Certificate of Public Convenience and Necessity for Reedy Creek Emergency Services to provide Advanced Life Support Transport Service. Reedy Creek Emergency Services has submitted the attached application requesting the renewal of their Certificate of Public Convenience and Necessity. The current Certificate has been in effect as an Advanced Life Support transport since 1996, and formerly as an ALS Non-Transport since 1983.

The Emergency Medical Services Office has determined that all requirements have been met by Reedy Creek Emergency Services as contained in Orange County Ordinance 2001-9.

ACTION REQUESTED: **Approval of the renewal Certificate of Public Convenience and Necessity for Reedy Creek Emergency Services to provide Advanced Life Support Transport Service. The term of this certificate is from January 31, 2013 through January 31, 2015. There is no cost to the County.**

GR/vb
Attachments

cc Linda Weinberg, Deputy County Administrator



RECEIVED

NOV 13 2012

Office of the Medical Director

ORANGE COUNTY, FLORIDA
EMS OFFICE OF THE MEDICAL DIRECTOR
RENEWAL APPLICATION
FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

[X] ALS TRANSPORT
[BLS] BLS TRANSPORT
[] ALS AIR TRANSPORT

[] ALS NON-TRANSPORT
[BLS] BLS NON-TRANSPORT
[] INTERFACILITY TRANSPORT

APPLICATION DATE 11/9/12

1. NAME OF SERVICE Reedy Creek Emergency Services

2. BUSINESS ADDRESS (STREET) 651 Buena Vista Drive CITY Lake Buena Vista

COUNTY Orange

STATE FL

ZIP CODE 32830

3. PHONE NUMBER 407-560-1977

FAX 407-560-1959

4. 24 Hour Number 407-560-1977

Internet E-Mail address www.rcid.org

Manager's Name Wm. Ray Colburn Title Fire Chief

NOTE: (IF THERE ARE ANY CHANGES TO BE MADE TO YOUR PREVIOUS APPLICATION, PLEASE LIST BY NUMBER IN THE SPACE PROVIDED BELOW. (Use separate sheet if necessary). COMPLETE PERSONNEL AND VEHICLE ROSTER ATTACHMENTS, IF THERE ARE ANY CHANGES).

None

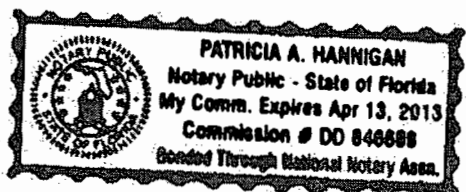
TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT AND THERE ARE NO OTHER CHANGES TO BE MADE TO THE ORIGINAL APPLICATION.

Wm. Ray Colburn
SIGNATURE

11/13/12
DATE:

NOTARY SIGNATURE Patricia A. Hannigan

NOTARY SEAL



**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
EMS OFFICE OF THE MEDICAL DIRECTOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, the REEDY CREEK EMERGENCY SERVICES has requested authorization to provide
Advanced Life Support services to the citizens of Orange County and
(Advanced Life or Basic Life Support)

WHEREAS, there has been a demonstrated need to provide these essential services to the citizens of Orange County; and,

WHEREAS, the above named service affirms that it will maintain compliance with requirements of the State and County Laws, Ordinances and Rules and Regulations.

THEREFORE, the Board of County Commissioners of Orange County hereby issues a Certificate of Public Convenience and Necessity to this ALS Transport service.
(BLS, ALS-transport; or ALS non-transport)

Date Issued: January 31, 2013 Date of Expiration: January 31, 2015

Limitations: None



Interoffice Memorandum

October 26, 2012

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: **Installation of a Traffic Signal on Narcoossee Road at Tavistock Lakes Boulevard/Emerson Lake Boulevard**

GMB Engineers & Planners, Inc. has conducted a traffic signal warrant analysis at the intersection of Narcoossee Road and Tavistock Lakes Boulevard/Emerson Lake Boulevard.

The study consisted of an evaluation of field conditions, including delay, sight distance, 24-hour traffic volumes by time of day, and traffic thresholds. For a traffic signal to become warranted, it must meet at least one of the eight traffic signal warrants published in the Manual of Uniform Traffic Control Devices. The future traffic conditions at this intersection justify the installation of a traffic signal. The traffic signal warrant analysis shows that conditions were satisfied for signal warrant 1 (eight-hour volume) and warrant 2 (four-hour volume). The total cost of the design, permitting and construction of the traffic signal will be funded by developer. Orange County agrees to the perpetual maintenance of the signal. The traffic signal will remain on flash until warrants are met.

Staff recommends that the Board approve the installation of a traffic signal on Narcoossee Road at Tavistock Lakes Boulevard/Emerson Lake Boulevard.

Action Requested: Approval of the installation of a traffic signal on Narcoossee Road at Tavistock Lakes Boulevard/Emerson Lake Boulevard. District 4.

MVM/RDR/KMB/ns

Attachments



Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS
DEPARTMENT
2

November 27, 2012

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 Villagio At Waterford Lakes**

The Public Works Department requests authorization to record the plat of Villagio At Waterford Lakes. This is a two (2) lot plat located at the northwest corner of the Waterford Lakes Parkway and Woodbury Road intersection.

This plat complies with requirements of the Villagio At Waterford Lakes Planned Development/Camden Waterford Lakes Development Plan as reviewed by the Orange County Development Review Committee on July 25, 2012 and approved on September 26, 2012.

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 Villagio At Waterford Lakes. District 4.

MVM/DMA/gs



Interoffice Memora

I. CONSENT AGENDA
UTILITIES DEPARTMENT
1

November 26, 2012

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

SUBJECT: **BCC Agenda Item - Consent Agenda
December 11, 2012 BCC Meeting
South Service Area/East Service Area Water Main and Reclaimed
Water Main Project State Revolving Fund Loan Program Resolutions
Contact Person: Jason D. Herrick, P.E., Deputy Director
Utilities Department
407-254-9700**

The Orange County Utilities Department has applied to the Florida Department of Environmental Protection (FDEP) State Revolving Fund Loan Program for loans to construct the South Service Area/East Service Area Water Main and Reclaimed Water Main, as authorized by Resolutions 2010-M-39 and 2010-M-40, adopted by the Board on May 11, 2010. These resolutions authorized a loan not to exceed \$7,700,000.

FDEP has additional funds available for the project, and has offered to fund the project at a level that exceeds the amount referenced in the above noted resolutions. This consent agenda item is for the purpose of approving revised resolutions authorizing an increased funding level for the loans, up to a limit of \$15,000,000.

The Orange County Attorney's Office staff has reviewed the documents and finds them to be acceptable. Utilities Department staff recommends approval.

Action Requested: Approval of the following:

- a) Resolution of the Orange County Board of County Commissioners regarding the State Revolving Fund Loan Program; and
- b) Resolution of the Orange County Board of County Commissioners regarding the Declaration of Official Intent of the County to Reimburse Itself from Proceeds of a Loan from the State Revolving Fund Loan Program for Expenses to be Incurred by the County with respect to the South Service Area/East Service Area Water Main and Reclaimed Water Main Projects; and Related Matters.

District 1.

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

THE STATE REVOLVING FUND LOAN PROGRAM

Resolution No. 2012-_____

WHEREAS, Chapter 403, Florida Statutes, provides for loans to local government agencies to finance the construction of water pollution control improvements; and

WHEREAS, Florida Administrative Code rules require authorization by County Resolution to apply for loans, to establish pledged revenues, to designate an authorized representative to provide assurances of compliance with loan program requirements, and to enter into loan agreements; and

WHEREAS, the State Revolving Fund loan priority list designates that the South Service Area/East Service Area Water Main and Reclaimed Water Main Project Nos. 4420-038-1508-16-6340 and 4420-038-1411-35-6340 (the "Projects") are eligible for available funding, and the Board of County Commissioner desires to authorize a loan to the County from the State Revolving Fund Loan for such Project (the "Loan"); and

WHEREAS, the County has applied for loans with the Department of Environmental Protection under the State Revolving Fund for project financing for the South Service Area/East Service Area Water Main and Reclaimed Water Main Projects; and

WHEREAS, Orange County expresses its interest and intention to enter into loan agreements with the Department of Environmental Protection under the State Revolving Fund for project financing for the Projects; and

WHEREAS, Orange County has issued the Series 1998 Water Utilities System Refunding Revenue Bonds (the "Bonds") pursuant to Resolution No. 92-B-06 adopted by the Orange County Board of County Commissioners on June 12, 1992, as supplemented pursuant to Resolution No. 92-B-07 adopted by the Board of County Commissioners on June 12, 1992, Resolution No. 92-B-08 adopted by the Board of County Commissioners on June 23, 1992, and Resolution No. 98-B-01 adopted by the Orange County Board of County Commissioners on January 13, 1998, as amended (the "1998 Series Resolution" and collectively with Resolutions 92-B-06, 92-B-07 and 92-B-08, the "Bond Resolution"); and

WHEREAS, the Loan shall be junior to lien and subordinate to the Bonds.

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

Section 1. Premises Ratified. The foregoing premises are incorporated herein by reference and made a part hereof.

Section 2. Loan Authorized. The Board of County Commissioners of Orange County hereby authorizes execution of the Loan to finance the Projects.

Section 3. Revenue. The revenues pledged for the repayment of the Loan are water and wastewater system revenues on deposit in the Reserve Revenue Account established pursuant to the Bond Resolution and legally available under the Bond Resolution for state loan repayments. The Board hereby designates the Loan authorized hereby as subordinate indebtedness which is junior in lien and subordinate to the County's outstanding Series 1998 Water Utilities System Refunding Revenue Bonds.

Section 4. Authorization to Act. The County Mayor, the County Comptroller, the County Attorney, the County Administrator and the officers, attorneys and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Resolution consistent with the requirements of this Resolution, the Loan Application, and the County Charter for the performance of all the terms, covenants and agreements authorized by this Resolution, the Loan Application and the closing of the Loan authorized herein. The County Mayor is hereby authorized to execute one or more loan agreements describing the terms of the Loan in form and content satisfactory to the County Attorney. This authorization is expressly made upon the following conditions: (i) the principal amount of the Loan shall not exceed

\$15,000,000, (ii) the interest rate shall not exceed 4.0% per annum, and (iii) the repayment period shall not exceed twenty (20) years. The initial loan agreement for the project will be less than the total amount authorized herein and subsequent loan agreements up to the amount authorized may be approved by the County Administrator in consultation with the Office of Fiscal and Administrative Services, the Comptrollers Office as to financial issues, and the County Attorney's office.

Section 5. Severability. If any section or portion of a section of this Resolution shall be held to be invalid, then such section or portion hereof shall be null and void and shall be deemed severable from the remaining sections hereof and shall in no way affect the validity, force, or effect of any other section of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this _____ day of _____, 2012.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

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

By: _____
Deputy Clerk

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

**THE DECLARATION OF OFFICIAL INTENT OF THE COUNTY
TO REIMBURSE ITSELF FROM PROCEEDS OF A LOAN
FROM THE STATE REVOLVING FUND LOAN PROGRAM
FOR EXPENSES TO BE INCURRED BY THE COUNTY WITH
RESPECT TO THE SOUTH SERVICE AREA/EAST SERVICE
AREA WATER MAIN AND RECLAIMED WATER MAIN
PROJECTS; AND RELATED MATTERS**

Resolution No. 2012 – _____

WHEREAS, in connection with the acquisition and construction of the South Service Area/East Service Area Water Main and Reclaimed Water Main during Fiscal Years ending September 30, 2012 and September 30, 2013 (the “Projects”) by Orange County, Florida (the “County”) the County expects to incur expenses for which the County will advance internal funds; and

WHEREAS, the County intends to reimburse itself for all or a portion of such amounts expended for the Projects from the proceeds of a loan from the State Revolving Fund Loan Program or any other debt issued by the County for such purpose (the “Loan”); and

WHEREAS, the United States Treasury Regulation Section 1.150-2 (the “Reimbursement Regulations”) prescribe conditions under which the proceeds of bonds, notes or other obligations may be used to reimburse advances made for capital and certain other expenditures paid before the issuance of such bonds, notes or other obligations to meet the requirements of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Reimbursement Regulations require the County to provide a declaration of intent to reimburse itself with proceeds from the Loan for amounts expended for the Project; and

WHEREAS, the County wishes to take steps to comply with the Reimbursement Regulations so that amounts advanced by the County for the Project will be eligible for reimbursement from proceeds of the Loan.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of the County, and other applicable provisions of law.

Section 2. Findings. The WHEREAS clauses stated above are hereby incorporated as part of this Resolution.

Section 3. Declaration of Official Intent. The County hereby declares its official intent to reimburse itself from the proceeds of the Loan for expenses incurred with respect to the Project prior to the date of this Resolution and subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under the Reimbursement Regulations. The Loan to be obtained to finance the Projects is not expected to exceed an aggregate principal amount of \$ 15,000,000.

Section 4. Incidental Action. The County Mayor or any person designated for such purpose by the Board of County Commissioners of the County is hereby authorized to take such actions as may be necessary to carry out the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its adoption.

ADOPTED this ____ day of _____, 2012.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

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

By: _____
Deputy Clerk

COMPTROLLER

OFFICE OF THE COMPTROLLER

ORANGE
COUNTY
FLORIDA

MARTHA O. HAYNIE, 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, December 11, 2012

COUNTY COMPTROLLER

Informational only – No Board action required

Receipt of the following items to file for the record:


- a. City of Orlando Ordinance 2012-42, An Ordinance of the City of Orlando, Florida relating to a street name change; renaming a segment of "Andes Ave.," generally located west of the northerly extension of Andes Ave., north of Lake Underhill Dr. and S.R. 408/East-West Expwy., to "George Desalvia Way," directing amendments to the official maps of the City of Orlando, Florida; providing for severability, correction of scrivener's errors, and an effective date.
- b. City of Orlando Ordinance 2012-39, An Ordinance of the City of Orlando, Florida relating to a street name change; renaming "Bellevue Ave.," generally located between Kaley St. and 147 ft. north of Pennsylvania St., to "Kuhl Ave.;" directing amendments to the official maps of the City of Orlando, Florida; providing for severability, correction of scrivener's errors, and an effective date.
- c. City of Orlando Voluntary Annexation Request - ANX2012-00011. Notice of Proposed Enactment. On December 3, 2012, the Orlando City Council will consider proposed Ordinance #2012-47, entitled an Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City of Orlando, Florida, certain real property generally located north of the E. Par St., south of Cornell Ave., east of Formosa Ave., and west of Pinewood Dr.; comprised of .48 acres, more or less; amending the city's adopted Growth Management Plan to designate the property as office low intensity on the city's official Future Land Use Map; and designating the property as low intensity office with the Wekiva Overlay District on the city's official Zoning Map; providing for severability, correction of scrivener's errors, and an effective date. A public hearing on this Ordinance will be held during the Council's regular meeting beginning at 2:00 p.m., in the Council Chambers, 2nd floor, in Orlando City Hall, 400 S. Orange Ave., Orlando Florida.

Items filed for the record can be accessed at www.occompt.com. Then navigate to Clerk of the BCC.



November 30, 2012

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

From: Ajit M. Lalchandani, County Administrator 

Subject: Election of Vice-mayor
DISCUSSION AGENDA ITEM DECEMBER 11, 2012

On December 11, 2012, the Board of County Commissioners will be asked to elect one of its members to serve as Vice-mayor for the 2013 calendar year. I have listed below the Vice-mayors for the last five years.

- 2012 – District 4 Commissioner Jennifer Thompson
- 2011 – District 1 Commissioner S. Scott Boyd
- 2010 – District 2 Commissioner Fred Brummer
- 2009 – District 6 Commissioner Tiffany Moore Russell
- 2008 – Former District 5 Commissioner Bill Segal

If you have any questions, please give me a call.


ACTION REQUESTED: Election of Vice-mayor for the 2013 calendar year.

AML/cjg



November 30, 2012

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

FROM: Ajit M. Lalchandani, County Administrator 

SUBJECT: Appointments and Reappointments – MetroPlan Orlando
DISCUSSION AGENDA DECEMBER 11, 2012

Section 339.175(2), Florida Statutes, provides the methodology to determine the membership of the MetroPlan Orlando Board of Directors. Orange County is allocated six representatives. Currently, Mayor Jacobs and Commissioners Boyd, Brummer, Thompson, Edwards, and Moore Russell represent Orange County. There is a vacancy for a commissioner to serve as the County's permanent alternate on the Board due to the departure of former Commissioner Martinez. Commissioners Boyd's, Thompson's, and Edwards' terms have expired.

Accordingly, on December 11, 2012, the Board will be requested to appoint/reappoint three commissioners to serve on the MetroPlan Orlando Board of Directors with terms expiring December 1, 2015 and appoint one commissioner to serve as the permanent alternate with a term expiring December 1, 2014.

Upon the Board's approval and as required by Section 351-1.004, Florida Administrative Code, my office will notify MetroPlan Orlando of the Board's actions through delivery of a copy of the minutes of the Board's meeting.


ACTION REQUESTED: Appointment/reappointment of three commissioners to serve on the MetroPlan Orlando Board of Directors with terms expiring December 1, 2015 and appointment of one commissioner to serve as the permanent alternate with a term expiring December 1, 2014.

AL/cjg



November 30, 2012

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

From: Ajit M. Lalchandani, County Administrator 

Subject: Appointment to Visit Orlando Board of Directors
DISCUSSION AGENDA ITEM DECEMBER 11, 2012

On April 28, 2009, the Board of County Commissioners approved an addendum to the 2007 Tourism Promotion Agreement between Orange County and Visit Orlando. The addendum to the existing agreement increased the reporting obligations of Visit Orlando and provided for additional oversight of travel and entertainment expenditures and executive compensation. The addendum also provided for two appointees of the Board to serve on the Visit Orlando Board of Directors. The additional Board representatives may not be elected officials or members of the Tourist Development Council.

Subsequently, on April 20, 2010, the Board appointed Roger Cepero and Craig Mateer to serve on the Visit Orlando Board of Directors. The term of Craig Mateer will expire December 31, 2012, and he is interested in serving another term. On December 11, 2012, the Board will be asked to either reappoint Mr. Mateer to an additional two-year term or appoint another individual to succeed him.

If you have any questions, please give me a call.


ACTION REQUESTED: Reappointment of Craig Mateer to the Visit Orlando Board of Directors with a term expiring December 31, 2014 or appointment of an individual to succeed him.

AML/cjg



November 30, 2012

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

FROM: Ajit Lalchandani, County Administrator 

SUBJECT: Proposed Pedestrian Bridge connecting Orange County Convention Center and Rosen Plaza Hotel
DISCUSSION AGENDA ITEM DECEMBER 11, 2012

At the October 30, 2012 Board meeting, staff presented the Highest and Best Use Study of a 14 acre parcel at the Orange County Convention Center (OCCC). The subject property is located adjacent to the west building of the OCCC. As you know, Mr. Harris Rosen, president of Rosen Hotels and resorts, has proposed to build a pedestrian bridge on this property connecting Rosen Plaza hotel with the OCCC west building.

At the December 11, 2012 Board meeting, staff will update the Board on the ongoing discussions with Mr. Rosen regarding the proposed pedestrian bridge. Staff will also update the Board regarding discussions with I-Drive stakeholders dealing with pedestrian safety improvements in the vicinity of the OCCC. In addition, staff will present an update on the International Drive transit lanes project.

This presentation is for informational purposes only and no action is required of the Board

cc: Tom Ackert, Executive Director, Orange County Convention Center
John Terwilliger, Director, Administrative Services Department




Interoffice Memorandum

III. DISCUSSION AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

1

November 19, 2012

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny M. Richardson, Manager, Purchasing and Contracts Division

CONTACT: Robin L. Hammel, P.E., Manager, Public Works Engineering Division
PHONE: (407) 836-7909

SUBJECT: Consultant Selection, RFP Y12-824-CH
Final Engineering Design Services for Lake Underhill Road (from
East of Econlockhatchee Trail to West of Rouse Road)

RECOMMENDATION

Selection of one firm and two ranked alternates to provide Final Engineering Design Services for Lake Underhill Road (from East of Econlockhatchee Trail to West of Rouse Road), under Request for Proposals Y12-824-CH, from the following firms listed alphabetically. Further request the Board authorize the Purchasing and Contracts Division to negotiate and award a contract provided that it does not exceed the budget of \$1,300,000. Funds are available in account number 1023-072-5115-6311.

Corzo, Castella, Carballo, Thompson, Salman, P.A.
DRMP, Inc.
Kimley-Horn and Associates, Inc.

This item was reviewed and approved by the Procurement Committee on October 24, 2012. Commissioner Martinez was assigned to the Procurement Committee.

PURPOSE

To select a firm to provide engineering design services and construction plan preparation for Lake Underhill Road (from East of Econlockhatchee Trail to West of Rouse Road).

DISCUSSION

The Consultant shall perform engineering design, construction plan preparation and public information program for the Lake Underhill Road project. Engineering design will include roadway design, drainage design, permitting, signalization design, landscaping and maintenance of traffic. The public information component will include various small group meetings with impacted citizens, newsletters, and a website.

Page 2 of 2

RFP Y12-824-CH, Final Engineering Design Services for Lake Underhill Road
(from East of Econlockhatchee Trail to West of Rouse Road)

Four proposals were received. The proposal of Reynolds, Smith and Hills (290 points) scored too low for Board consideration.

The consensus scores of the Procurement Committee are attached.

| RFP#:Y12-824-CH Final Engineering Design Services for Lake Underhill Road (East of Econlockhatchee Trail to West of Rouse Road) | PROJECT MANAGER (Factor 1.666) | | PROJECT ENGINEER (Factor 1.666) | | PROJECT TEAM | | M/WBE | | LOCATION | | VOLUME | | SCOPE | | S-D VETERAN | | WAGE RCP | | TOTAL |
|--|--------------------------------------|----------------|---------------------------------------|----------------|-----------------|----------------|-----------|----------------|-----------|----------------|-----------|----------------|-----------|----------------|-------------|----------------|-----------|----------------|-------|
| | 15 | | 10 | | 15 | | 15 | | 10 | | 5 | | 30 | | 2 | | 1 | | |
| WEIGHT | 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 | |
| Corzo, Castella, Carballo, Thompson, Salman, P.A. | 3 | 75 | 3 | 50 | 3.2 | 48 | 5 | 75 | 5 | 50 | 5 | 25 | 4 | 120 | 0 | 0 | 0 | 0 | 443 |
| DRMP, Inc. | 1 | 25 | 0 | 0 | 3.0 | 45 | 4 | 60 | 5 | 50 | 4 | 20 | 5 | 150 | 0 | 0 | 0 | 0 | 350 |
| Kimley-Horn and Associates, Inc. | 0 | 0 | 3 | 50 | 3.0 | 45 | 4 | 60 | 5 | 50 | 3 | 15 | 4 | 120 | 0 | 0 | 0 | 0 | 340 |



Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

October 24, 2012

TO: Carol Hewitt, Senior Contract Administrator, Purchasing and Contracts Division
FROM: Angela Brown, Senior Contract Administrator, Business Development Division
SUBJ: Y12-824-CH / Final Engineering Design Services for Lake Underhill Road (From East of Econlockhatchee Trail to West of Rouse Road)

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

CORZO, CASTELLA, CARBALLO, THOMPSON, SALMAN, P.A.
Minority Prime - Hispanic Male

M/WBE Subconsultants:

Table with 3 columns: Subconsultant Name, Projected %, and Sub-Consultant Role. Includes entries for Nadic Engineering Services, Inc., Geodata Consultants, Inc., JCR Consulting, Inc., Barnes, Ferland and Associates, Inc., and TLP Engineering Consultants, Inc., along with summary rows for Total M/WBE Participation, EEO Staff, and Points.

BONUS POINTS:

No Welfare Recipient(s) Proposed

No Registered Service Disabled Veterans Proposed

Total Bonus Points: 0

**DRMP, INC.
Majority Prime**

M/WBE Subconsultants:

| | | |
|---|----|-----------------------------------|
| Antillian Engineering Associates, Inc. (African American Male) | 4% | Geotechnical Services |
| Environmental Management and Design Services, Inc. (White Female) | 2% | Threatened and Endangered Species |
| Geodata Consultants, Inc. (Hispanic Male) | 7% | Survey |
| GMB Engineers and Consultants, Inc. (Asian Islander Male) | 1% | Traffic Counts |
| Herbert-Halback, Inc. (White Female) | 2% | Landscaping |
| TLP Engineering Consultants, Inc. (White Female) | 8% | Maintenance of Traffic |
| WBQ Design and Engineering, Inc. (African American Male) | 3% | Utility Coordination |

Total M/WBE Participation: 27%

EEO Staff: 24%

Points: 4

BONUS POINTS:

No Welfare Recipient(s) Proposed

Registered Service Disabled Veteran(s) Proposed:

| | | |
|--|---|----------------|
| Alliance Design and Construction, Inc. | 2 | Cost Estimates |
|--|---|----------------|

Total Bonus Points: 2

**KIMLEY-HORN & ASSOCIATES, INC.
Majority Prime**

M/WBE Subconsultants:

| | | |
|--|-----|---------------------|
| TLP Engineering Consultants, Inc. (White Female) | 13% | Drainage/Permitting |
| Nadic Engineering Services, Inc. (African American Female) | 6% | Geotechnical |
| Geodata Consultants, Inc. (Hispanic Male) | 5% | Survey |
| Environmental Management & Design, Inc. (White Female) | 3% | Environmental |

| | | |
|-------------------------------------|------------|------------------------|
| JCR Consulting, Inc. (White Female) | 2% | Landscape |
| AVCON, Inc. (Asian Pacific Male) | 3% | Structural Engineering |
| Total M/WBE Participation: | 32% | |
| EEO Staff: | 41% | |
| Points: | 4 | |

BONUS POINTS:

No Welfare Recipient(s) Proposed

No Registered Service Disabled Veteran(s)
Proposed

Total Bonus Points: 0

**REYNOLDS, SMITH & HILLS, INC.
Majority Prime**

M/WBE Subconsultants:

| | | |
|---|-----|--------------------------------------|
| Herbert Halback, Inc. (White Female) | 3% | Public Involvement |
| TLP Engineering Consultants, Inc. (White Female) | 12% | MOT, Utility Design and Coordination |
| Geodata Consultants, Inc. (Hispanic Male) | 3% | Survey & R/W Mapping |
| Nadic Engineering Services, Inc. (African American Female) | 7% | Geotechnical |
| Aspireon Consulting Group, Inc. (White Female) | 2% | Signalization |

Total M/WBE Participation:
EEO Staff: 27%
50%
Points: 4

BONUS POINTS:

No Welfare Recipient(s) Proposed

No Registered Service Disabled Veteran(s)
Proposed

Total Bonus Points: 0

~~Errick Young, Manager, BDD~~



November 27, 2012

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

FROM: James E. Harrison, Esq., P.E. *Chief for*
Assistant County Administrator
Office of Regional Mobility

**CONTACT: Carla Bell Johnson, AICP, Assistant to the Director
Office of Regional Mobility**

PHONE: 407-836-5314

SUBJECT: December 11, 2012—Discussion Item
MetroPlan Orlando Board Meeting Briefing

The next scheduled meeting of the MetroPlan Orlando Board is December 12, 2012. Staff will provide an overview of the agenda for this meeting and seek discussion of any issues that may affect Orange County. This item is for informational purposes only. No action is requested of the Board.

JEH/CBJ/lab



ORANGE COUNTY MAYOR

TERESA JACOBS

P.O. Box 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

III. DISCUSSION AGENDA
COUNTY MAYOR

1

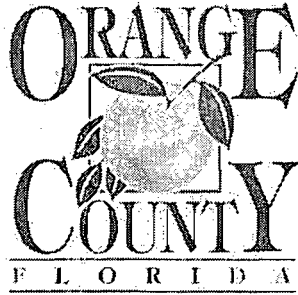
December 3, 2012

To: Board of County Commissioners
From: Mayor Teresa Jacobs
Subject: Open Board Discussion
DISCUSSION AGENDA ITEM DECEMBER 11, 2012

As previously announced, I have allotted time for open discussion on issues of interest at the December 11, 2012 Board meeting. The list of submitted topics is attached for your review. I look forward to engaging in a dialogue with you on the many issues facing Orange County.

TJ/cjg

Attachment



AGENDA

Open Discussion

Tuesday, December 11, 2012

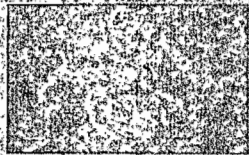
Board of County Commissioners Chambers

201 S. Rosalind Ave. Orlando, FL 32802

1. Creation of standard protocols for County Departments to notify Commission offices of meetings and events that occur within each district. (District 5)
2. Interpretation of Section 17-310 of Procurement Code (District 6)



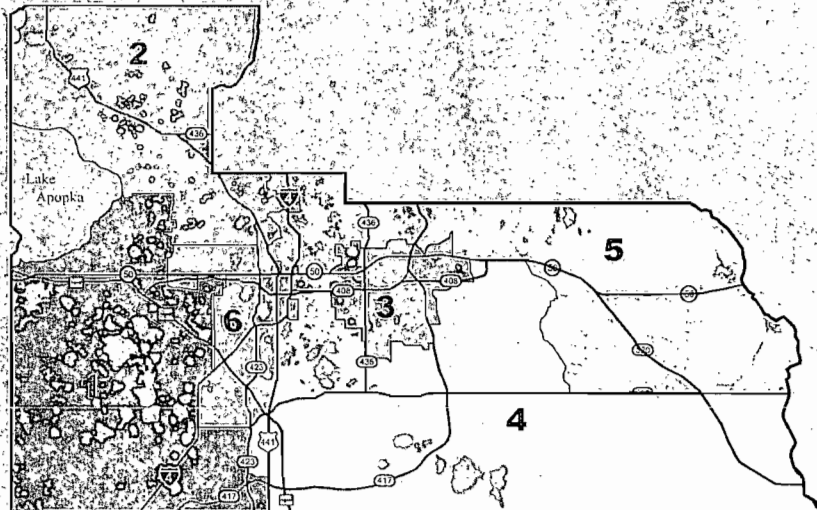
Orange County
Community,
Environmental
&
Development
Services
Department,
Planning Division



Comprehensive
Planning
Development
Review
Research and
Intergovernmental
Coordination
Community Planning
& Placemaking



Orange County, Florida
**Planning and
Zoning Commission/
Local Planning Agency**




Recommendations

November 15, 2012

Prepared by
Orange County Community, Environmental &
Development Services Department,
Planning Division, Development Review Section

Planning and Zoning Commission/
Local Planning Agency
(PZC / LPA)



| | |
|------------------------------------|-------------|
| Betsy VanderLey | District #1 |
| Marvin Barrett Chairman | District #2 |
| Joe Roberts | District #3 |
| Pat DiVecchio | District #4 |
| Rick V. Baldocchi Vice-Chairman | District #5 |
| Virginia L. Whittington | District #6 |
| Paul Wean | At Large |
| Kevin Seraaj | At Large |
| Jose Carlos Ayala | At Large |

TABLE OF CONTENTS

Planning and Zoning Commission

November 15, 2012

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| <u>Site and Building Requirements</u> | iii |
| <u>Buffer Yard Requirements</u> | vii |

REZONING PUBLIC HEARING(S)

| | |
|-------------------|----|
| RZ-12-11-034 | |
| District # 6..... | 1 |
| LUPA-12-08-178 | |
| District # 3..... | 11 |

TABLE OF HEARINGS
Planning and Zoning Commission
November 15, 2012

| <u>Case # Applicant</u> | <u>Request</u> | <u>Commission District</u> | <u>Recommendations</u> | | <u>BCC Hearing Required</u> |
|--|---------------------------|--------------------------------|--------------------------------|--------------------------------|---------------------------------|
| | | | <u>Staff</u> | <u>P&Z</u> | |
| I. REZONING PUBLIC HEARING(S) | | | | | |
| RZ-12-11-034 Desiree Sanchez | R-2 <i>to</i> C-3 | 6 | Approve with 2 restrictions | Approve with 2 restrictions | No |
| LUPA-12-08-178 Jamie T. Poulos, Poulos & Bennett, LLC | R-1A & PD <i>to</i> PD | 3 | Approve with conditions | Approve with conditions | Yes |
| LUP-11-06-135 William E. Burkett <i>(continued to the December 20, 2012 PZC Hearing)</i> | A-2 <i>to</i> PD | 2 | Approve with conditions | TBD | Yes |

SITE and BUILDING REQUIREMENTS

Orange County Code Section 38-1501. Basic Requirements

| District | Min. lot area (sq. ft.) ††† | Min. living area (sq. ft.) | Min. lot width (ft.) | *Min. front yard (ft.) | *Min. rear yard (ft.) | Min. side yard (ft.) | Max. building height (ft.) | Lake setback (ft.) |
|--------------------------|---------------------------------------|----------------------------|---|---|-----------------------|----------------------|----------------------------|--------------------|
| A-1 | 21,780 (½ acre) | 850 | 100 | 35 | 50 | 10 | 35 | * |
| A-2 | 21,780 (½ acre) | 850 | 100 | 35 | 50 | 10 | 35 | * |
| A-R | 108,900 (2½ acres) | 1,000 | 270 | 35 | 50 | 25 | 35 | * |
| R-CE | 43,560 (1 acre) | 1,500 | 130 | 35 | 50 | 10 | 35 | * |
| R-CE-2 | 2 acres | 1,200 | 250 | 45 | 50 | 30 | 35 | * |
| R-CE-5 | 5 acres | 1,200 | 185 | 50 | 50 | 45 | 35 | * |
| R-1AAAA | 21,780 (½ acre) | 1,500 | 110 | 30 | 35 | 10 | 35 | * |
| R-1AAA | 14,520 (1/3 acre) | 1,500 | 95 | 30 | 35 | 10 | 35 | * |
| R-1AA | 10,000 | 1,200 | 85 | 25† | 30† | 7.5 | 35 | * |
| R-1A | 7,500 | 1,200 | 75 | 20† | 25† | 7.5 | 35 | * |
| R-1 | 5,000 | 1,000 | 50 | 20† | 20† | 5† | 35 | * |
| R-2 | One-family dwelling, 4,500 | 1,000 | 45***** | 20† | 20† | 5† | 35 | * |
| | Two dwelling units (DUs), 8,000/9,000 | 500/1,000 per DU | 80/90***** | 20† | 20† | 5† | 35 | * |
| | Three DUs, 11,250 | 500 per DU | 85† | 20† | 30 | 10 | 35**, *** | * |
| | Four or more DUs, 15,000 | 500 per DU | 85† | 20† | 30 | 10**** | 35**, *** | * |
| R-3 | One-family dwelling, 4,500 | 1,000 | 45***** | 20† | 20† | 5 | 35 | * |
| | Two DUs, 8,000/9,000 | 500/1,000 per DU | 80/90***** | 20† | 20† | 5† | 35 | * |
| | Three dwelling units, 11,250 | 500 per DU | 85† | 20† | 30 | 10 | 35**, *** | * |
| | Four or more DUs, 15,000 | 500 per DU | 85† | 20† | 30 | 10**** | 35**, *** | * |
| R-L-D | N/A | N/A | N/A | 10 for side entry garage, 20 for front entry garage | 15 | 0 to 10 | 35*** | * |
| R-T | 7 spaces per gross acre | Park size min. 5 acres | Min. mobile home size 8 ft. x 35 ft. | 7.5 | 7.5 | 7.5 | N/A | * |
| R-T-1 | | | | | | | | |
| SFR | 4,500***** | 45***** | 1,000 | 25/20 †† | 25/20 †† | 5 | 35 | * |
| Mobile home | 4,500***** | 45***** | Min. mobile home size 8 ft. x 35 ft. | 25/20 †† | 25/20 †† | 5 | 35 | * |
| R-T-2 (prior to 1/29/73) | 6,000 | 60 | SFR 500 Min. mobile home size 8 ft. x 35 ft. | 25 | 25 | 6 | N/A | * |
| (after | 21,780 | 100 | SFR 600 | 35 | 50 | 10 | N/A | * |

Rezoning Recommendation Report
Orange County Planning Division
PZC Hearing Date: November 15, 2012

| District | Min. lot area (sq. ft.) ††† | Min. living area (sq. ft.) | Min. lot width (ft.) | *Min. front yard (ft.) | *Min. rear yard (ft.) | Min. side yard (ft.) | Max. building height (ft.) | Lake setback (ft.) |
|----------|--|----------------------------|--------------------------------------|---|--|----------------------------------|--|--------------------|
| 1/29/73) | ½ acre | | Min. mobile home size 8 ft. x 35 ft. | | | | | |
| NR | One-family dwelling, 4,500 | 1,000 | 45***** | 20 | 20 | 5 | 35/3 stories †† | * |
| | Two DUs, 8,000 | 500 per DU | 80/90***** | 20 | 20 | 5 | 35/3 stories †† | * |
| | Three DUs, 11,250 | 500 per DU | 85 | 20 | 20 | 10 | 35/3 stories †† | * |
| | Four or more DUs, 1,000 plus 2,000 per DU | 500 per DU | 85 | 20 | 20 | 10 | 50/4 stories †† | * |
| | Townhouse, 1,800 | 750 per DU | 20 | 25, 15 for rear entry driveway | 20, 15 for rear entry garage | 0, 10 for end units | 40/3 stories †† | * |
| NAC | Non-residential and mixed use development, 6,000 | 500 | 50 | 0/10 maximum, 60% of building frontage must conform to max. setback | 15, 20 adjacent to single-family zoning district | 10, 0 if buildings are adjoining | 50 feet †† | * |
| | One-family dwelling, 4,500 | 1,000 | 45***** | 20 | 20 | 5 | 35/3 stories †† | * |
| | Two DUs, 8,000 | 500 per DU | 80***** | 20 | 20 | 5 | 35/3 stories †† | * |
| | Three DUs, 11,250 | 500 per DU | 85 | 20 | 20 | 10 | 35/3 stories †† | * |
| | Four or more DUs, 1,000 plus 2,000 per DU | 500 per DU | 85 | 20 | 20 | 10 | 50 feet/4 stories, 65 feet with ground floor retail †† | * |
| NC | Townhouse, 1,800 | 750 per DU | 20 | 25, 15 for rear entry driveway | 20, 15 for rear entry garage | 0, 10 for end units | 40/3 stories †† | * |
| | Non-residential and mixed use development, 8,000 | 500 | 50 | 0/10 maximum, 60% of building frontage must conform to max. setback | 15, 20 adjacent to single-family zoning district | 10, 0 if buildings are adjoining | 65 feet †† | * |
| | One-family dwelling, 4,500 | 1,000 | 45***** | 20 | 20 | 5 | 35/3 stories †† | * |
| | Two DUs, 8,000 | 500 per DU | 80***** | 20 | 20 | 5 | 35/3 stories †† | * |
| | Three DUs, 11,250 | 500 per DU | 85 | 20 | 20 | 10 | 35/3 stories †† | * |
| P-O | Four or more DUs, 1,000 plus 2,000 per DU | 500 per DU | 85 | 20 | 20 | 10 | 65 feet, 80 feet with ground floor retail †† | * |
| | Townhouse | 750 per DU | 20 | 25, 15 for rear entry driveway | 20, 15 for rear entry garage | 0, 10 for end units | 40/3 stories †† | * |
| | | 10,000 | 500 | 85 | 25 | 30 | 10 for one- and two-story bldgs., plus 2 for each add. story | 35** *** |

**Rezoning Recommendation Report
Orange County Planning Division
PZC Hearing Date: November 15, 2012**

| District | Min. lot area (sq. ft.) ††† | Min. living area (sq. ft.) | Min. lot width (ft.) | *Min. front yard (ft.) | *Min. rear yard (ft.) | Min. side yard (ft.) | Max. building height (ft.) | Lake setback (ft.) |
|----------|--------------------------------|----------------------------|--|--|--|--|--|--------------------|
| C-1 | 6,000 | 500 | 80 on major streets (see Art. XV); 60 for all other streets#; 100 ft. for corner lots on major streets (see Art. XV) | 25 | 20 | 0; or 15 ft. when abutting residential district; side street, 15 ft. | 50; or 35 within 100 ft. of all residential districts | * |
| C-2 | 8,000 | 500 | 100 on major streets (see Art. XV); 80 for all other streets ## | 25, except on major streets as provided in Art. XV | 15; or 20 when abutting residential district | 5; or 25 when abutting residential district; 15 for any side street | 50; or 35 within 100 feet of all residential districts | * |
| C-3 | 12,000 | 500 | 125 on major streets (see Art. XV); 100 for all other streets ### | 25, except on major streets as provided in Art. XV | 15; or 20 when abutting residential district | 5; or 25 when abutting residential district; 15 for any side street | 75; or 35 within 100 feet of all residential districts | * |

| District | Min. front yard (feet) | Min. rear yard (feet) | Min. side yard (feet) | Max. building height (feet) |
|-----------|------------------------|-----------------------|-----------------------|---|
| I-1A | 35 | 25 | 25 | 50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts |
| I-1 / I-5 | 35 | 25 | 25 | 50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts |
| I-2 / I-3 | 25 | 10 | 15 | 50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts |
| I-4 | 35 | 10 | 25 | 50, or 35 within 100 ft. of all residential districts; 100, when 500 ft. or more from residential districts |

NOTE: These requirements pertain to zoning regulations only. The lot areas and lot widths noted are based on connection to central water and wastewater. If septic tanks and/or wells are used, greater lot areas may be required. Contact the Health Department at 407-836-2600 for lot size and area requirements for use of septic tanks and/or wells.

FOOTNOTES

| | |
|-------|---|
| * | Setbacks shall be a minimum of 50 feet from the normal high water elevation contour on any adjacent natural surface water body and any natural or artificial extension of such water body, for any building or other principal structure. Subject to the lakeshore protection ordinance and the conservation ordinance, the minimum setbacks from the normal high water elevation contour on any adjacent natural surface water body, and any natural or artificial extension of such water body, for an accessory building, a swimming pool, swimming pool deck, a covered patio, a wood deck attached to the principal structure or accessory structure, a parking lot, or any other accessory use, shall be the same distance as the setbacks which are used per the respective zoning district requirements as measured from the normal high water elevation contour. |
| ** | Buildings in excess of 35 feet in height may be permitted as a special exception. |
| *** | Buildings in excess of 1 story in height within 100 feet of the property line of any single-family residential district may be permitted as a special exception. |
| **** | Side setback is 30 feet where adjacent to single-family district. |
| ***** | For lots platted between 4/27/93 and 3/3/97 that are less than 45 feet wide or contain less than 4,500 sq. ft. of lot area, or contain less than 1,000 square feet of living area shall be vested pursuant to Article III of this chapter and shall be considered to be conforming lots for width and/or size and/or living area. |
| ***** | For attached units (common fire wall and zero separation between units) the minimum duplex lot width is 80 feet and the duplex lot size is 8,000 square feet. For detached units the minimum duplex lot width is 90 feet and the duplex lot size is 9,000 square feet with a minimum separation between units of 10 feet. Fee simple interest in each half of a duplex lot may be sold, devised or transferred independently from the other half. For duplex lots that: <ul style="list-style-type: none"> (i) are either platted or lots of record existing prior to 3/3/97, and (ii) are 75 feet in width or greater, but are less than 90 feet, and (iii) have a lot size of 7,500 square feet or greater, but less than 9,000 square feet are deemed to be vested and shall be considered as conforming lots for width and/or size. |

**Rezoning Recommendation Report
Orange County Planning Division
PZC Hearing Date: November 15, 2012**

| | |
|-----|--|
| # | Corner lots shall be 100 [feet] on major streets (see Art. XV), 80 [feet] for all other streets. |
| ## | Corner lots shall be 125 [feet] on major streets (see Art. XV), 100 [feet] for all other streets. |
| ### | Corner lots shall be 150 [feet] on major streets (see Art. XV), 125 [feet] for all other streets. |
| ‡ | For lots platted on or after 3/3/97, or un-platted parcels. For lots platted prior to 3/3/97, the following setbacks shall apply: R-1AA, 30 feet, front, 35 feet rear, R-1A, 25 feet, front, 30 feet rear, R-1, 25 feet, front, 25 feet rear, 6 feet side; R-2, 25 feet, front, 25 feet rear, 6 feet side for one (1) and two (2) dwelling units; R-3, 25 feet, front, 25 feet, rear, 6 feet side for two (2) dwelling units. Setbacks not listed in this footnote shall apply as listed in the main text of this section. |
| † | Attached units only. If units are detached, each unit shall be placed on the equivalent of a lot 45 feet in width and each unit must contain at least 1,000 square feet of living area. Each detached unit must have a separation from any other unit on site of at least 10 feet. |
| †† | Maximum impervious surface ratio shall be 70%, except for townhouses, nonresidential, and mixed use development, which shall have a maximum impervious surface ratio of 80%. |
| ††† | Based on gross square feet. |

These requirements are intended for reference only; actual requirements should be verified in the Zoning Division prior to design or construction.

BUFFER YARD REQUIREMENTS

Orange County Code Section 24-5.

Buffer yards prescribed are intended to reduce, both visually and physically, any negative impacts associated with abutting uses. Buffer yards shall be located on the outer perimeter of a lot or parcel, extending to the parcel boundary. Buffer yards shall not be located on any portion of an existing or dedicated public or private street or right-of-way.

(a) *Buffer classifications:*

- (1) **Type A, opaque buffer:** This buffer classification shall be used to separate heavy industrial (I-4 and M-1) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of fifty (50) feet wide. The type A buffer shall utilize a masonry wall.
- (2) **Type B, opaque buffer:** This buffer classification shall be used to separate commercial (general and wholesale) (C-2 and C-3) and industrial (general and light) (I-2/I-3 and I-1/I-5) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of twenty-five (25) feet wide. The type B buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be four (4) feet high and seventy (70) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (3) **Type C, opaque buffer.** This buffer classification shall be used to separate neighborhood retail commercial (C-1), industrial-restricted (I-1A) and multi-family uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of fifteen (15) feet wide. The type C buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (4) **Type D, opaque buffer:** This buffer classification shall be used to separate professional office (P-O) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of ten (10) feet wide. The type D buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (5) **Type E, mobile home and RV park buffer:** This buffer classification shall be used to separate mobile home and RV parks from all abutting uses. This buffer shall be twenty-five (25) feet wide. Where the park abuts an arterial highway, the buffer shall be fifty (50) feet wide. This buffer shall not be considered to be part of an abutting mobile home space, nor shall such buffer be used as part of the required recreation area or drainage system (ditch or canal). This buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof. This buffer must be at least five (5) feet in height and fifty (50) percent opaque within eighteen (18) months after installation.

- (6) *Type F, residential subdivision buffer*: See subdivision regulations (Chapter 34, Orange County Code).

These requirements are intended for reference only; actual requirements should be verified in the Zoning Division prior to design or construction.

CASE # RZ-12-11-034
Commission District: 6

GENERAL INFORMATION

| | |
|----------------------------|---|
| APPLICANT | Desiree Sanchez |
| OWNER | Sanchez Law Group PA Trustee |
| PROJECT NAME | N/A |
| HEARING TYPE | Planning and Zoning Commission |
| REQUEST | R-2 (Residential District) (1957) to C-3 (Wholesale Commercial District) |
| LOCATION | 2217 W. Central Boulevard; generally located at the northwest corner of Barlow Street and W. Central Boulevard. |
| PARCEL ID NUMBER | 28-22-29-9000-00-220 |
| PUBLIC NOTIFICATION | The notification area for this public hearing was 1,000 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One hundred and nine (109) notices were mailed to those property owners in the mailing area. A community meeting was not held for this application. |
| TRACT SIZE | ~0.327 acres |
| PROPOSED USE | C-3 wholesale commercial uses |

STAFF RECOMMENDATION

PLANNING

Make a finding of consistency with the Comprehensive Plan and approve the requested C-3 (Wholesale Commercial District) zoning subject to the following waiver and two (2) restrictions:

Waiver:

- 1. A waiver from Section 38-880(3) of the Orange County Code is granted to reduce the minimum lot width requirement on corner lots from 125 feet to 115.8 feet; and**

Restrictions:

1. Billboards and pole signs shall be prohibited.
2. A six (6) foot high concrete or masonry wall shall be constructed along the northern and western property lines, adjacent to residential zoning.

IMPACT ANALYSIS

Land Use Compatibility

The proposed **C-3 (Wholesale Commercial District)** zoning with restrictions would allow for land uses that are compatible with the existing development in the area.

Comprehensive Plan (CP) Consistency

The CP Future Land Use Map (FLUM) designates this location as **Commercial (C)**, which recognizes areas suitable for office, retail, wholesale, service and general business trade. The **C-3 (Wholesale Commercial District)** zoning is consistent with Commercial FLUM designation and the following CP objectives and policies:

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU1.4.6 establishes that the following guidelines illustrate different types of commercial and retail development consistent with the Orange County Comprehensive Plan. It is the goal of the 2030 CP to increase densities and intensities in the Urban Service Area in order to accommodate projected growth. The Commercial floor area ratio (FAR) shall be 3.0 unless otherwise restricted by County policy or code (See FLU1.1.4A, FLU2.2.4 – FLU2.2.7, and FLU3.2.1 – FLU3.2.13). The basis for increasing densities and intensities is the finding that productive use of vacant land within the Urban Service Area is critical to the County's future urban form. Therefore, with respect to new development and redevelopment, the County is seeking more integrated forms of commercial and non-residential development, including vertical mixed use design and complementary land uses in close proximity to one another, in its desired development pattern for the County's Urban Service Area.

FLU8.1.1 states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning. Density shall be calculated by the total number of units divided by developable land. (Natural lakes and designated Conservation Areas are excluded from the gross land area.)

FLU8.2.1 states that 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 the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

FLU8.2.11 states that compatibility may not necessarily be determined to be a land use that is identical to those uses that surround it. Other factors may be considered, such as the design attributes of the project, its urban form, the physical integration a project and its function in the broader community, as well its contribution toward the Goals and Objectives in the CP. The CP shall specifically allow for such a balance of considerations to occur.

SITE DATA

| | |
|---------------------------|--|
| Existing Use | Single family residence |
| Adjacent Zoning | N: R-2 (Residential District) (1957) E: C-3 (Retail Commercial District) (1961) W: R-2 (Residential District) (1957) S: City of Orlando |
| Adjacent Land Uses | N: Vacant E: Warehouse/Storage yard W: Single-family residential S: City of Orlando |

PERMITTED USES – C-3 (Wholesale Commercial District)

Wholesale Commercial District Summary *

| | |
|------------------------------|--|
| Min. Lot Area: | 12,000 sq. ft. |
| Min. Lot Width: | 125 ft. (on major streets, see Article XV) 100 ft. (on all other streets) |
| Min. Lot Width (Corner Lots) | 150 ft. (on major streets, see Article XV) 125 ft. (on all other streets) |
| Max. Height: | 75 ft. (35 ft. within 100 ft. of all residential districts) |
| Min. Floor Area: | 500 sq. ft. |
| Building Setbacks: | |
| Front: | 25 ft. |
| Rear: | 15 ft. (30 ft. if abutting residential districts) |
| Side: | 5 ft. (25 ft. if abutting residential districts) |
| Side Street: | 15 ft. |

These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.

The intent and purpose of the C-3 zoning district is to implement and be consistent with the commercial land use designation of the Future Land Use Map. The C-3 district is composed of land and structures where more intense commercial activity is located.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code. The applicant has requested the C-3 zoning district for the purpose of offering wholesale commercial uses.

SPECIAL INFORMATION

Subject Property Analysis

The applicant is seeking to rezone the .327 acre subject property from R-2 (Residential District) to C-3 (Wholesale Commercial District). There is an existing 900 square foot single family residence on site. The applicant has indicated their intent is to convert the existing residence to a commercial structure to allow for wholesale commercial uses.

The subject property is located along a stretch of W. Central Boulevard that is characterized by commercial and residential uses of various intensities. Several of the surrounding properties have been rezoned from R-2 (Residential District) to C-3 (Wholesale Commercial District) in recent years. It is the opinion of staff that the requested rezoning, with the proposed restrictions, is consistent with the development pattern of the surrounding areas and with the applicable provisions of the Orange County Comprehensive Plan.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Future Land Use Map designation.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area

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 in an Airport Noise Zone.

Environmental

Prior to demolition or construction activities associated with existing structures, the applicant will have to provide a Notice of Asbestos Renovation or Demolition form to the Orange County Environmental Protection Division.

If new construction is proposed, the applicant is advised to use caution to prevent erosion along the boundary of the property, and into all drainage facilities and ditches. Construction will require Best Management Practices (BMPs) for erosion control.

Transportation/Access

The subject parcel is located within a designated Alternative Mobility Area and will be assessed for mobility strategies once a development program is determined.

The parcel is adjacent to W. Central Boulevard, a two lane local road and sidewalks adjacent to the parcel appear to be complete. There is no signed bicycle route along W. Central Boulevard, but transit service is within a quarter mile of this parcel (Link #21).

Code Enforcement

There are no pending code enforcement violations on the property at this time.

Water/Wastewater/Reclaim

Existing service or provider

| | |
|------------------|------------------------------|
| Water: | Orlando Utilities Commission |
| Wastewater: | Orlando |
| Reclaimed Water: | City of Orlando |

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 & Recreation

The applicant is proposing to use the property for commercial purposes. Orange County Parks and Recreation did not comment on this case, as it does not involve an increase in residential units or density.

Specific Project Expenditure Report and Relationship Disclosure Form

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

PZC Recommendation – (November 15, 2012)

Make a finding of consistency with the Comprehensive Plan and approve the requested C-3 (Wholesale Commercial District) zoning subject to the following waiver and two (2) restrictions:

Waiver:

1. A waiver from Section 38-880(3) of the Orange County Code is granted to reduce the minimum lot width requirement on corner lots from 125 feet to 115.8 feet; and

Restrictions:

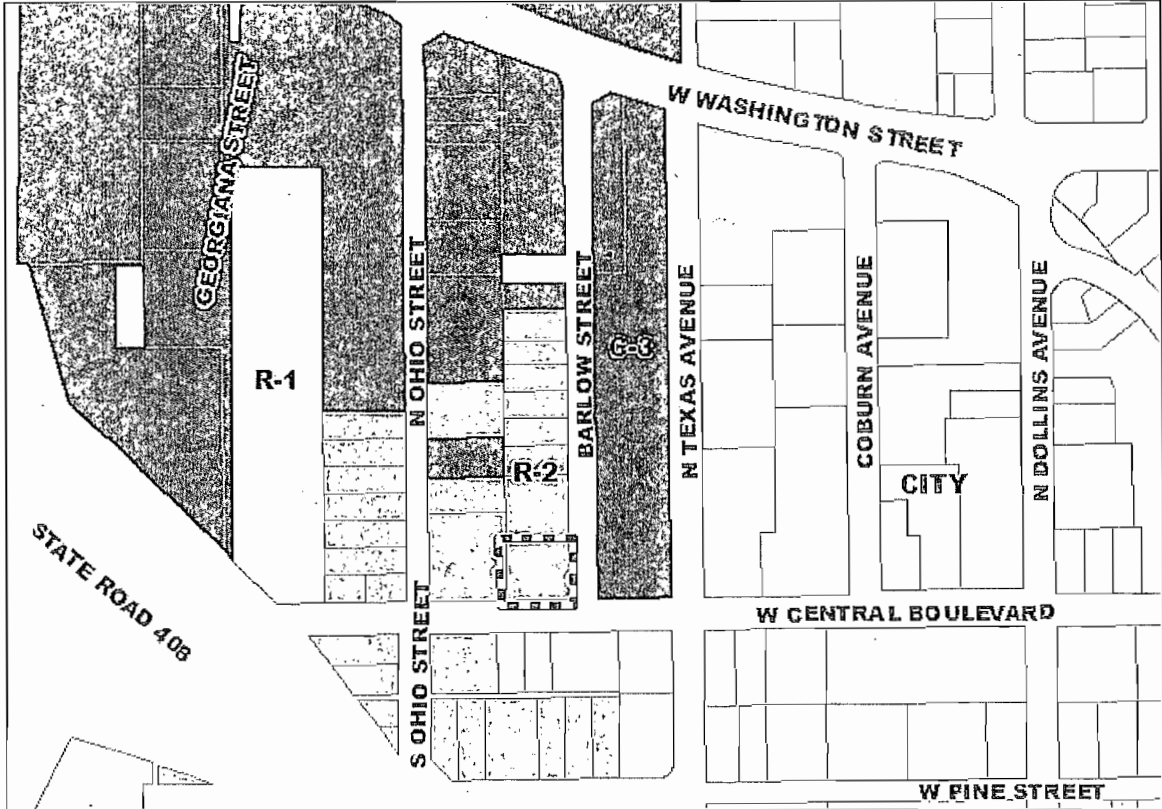
1. Billboards and pole signs shall be prohibited.
2. A six (6) foot high concrete or masonry wall shall be constructed along the northern and western property lines, adjacent to residential zoning.

PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

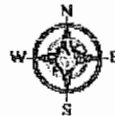
Desiree Sanchez, applicant, concurred with the staff recommendation of approval, including the one (1) waiver and two (2) restrictions. Chairman Barrett opened the public hearing. No members of the public were present for comment. The public hearing was closed. In response to Commissioner Whittington, staff noted that C-3 is an intense, quasi-industrial zoning district that allows for uses such as wholesaling and warehousing. Commissioner Whittington noted that the correct address for the property is 2217 West Central Boulevard. Commissioner Whittington made a motion to find the request consistent with the CP and **APPROVE** the requested C-3 (Wholesale Commercial District) zoning with the one (1) waiver and two (2) restrictions found in the staff report.

| | |
|------------------------|---|
| Motion/Second | Virginia Whittington/ Jose Ayala |
| Voting in Favor | Kevin Seraaj, Paul Wean, Betsy VanderLey, Pat DiVecchio, Joe Roberts and Marvin Barrett |
| Absent | Rick Baldocchi |

RZ-12-11-034



Subject Property

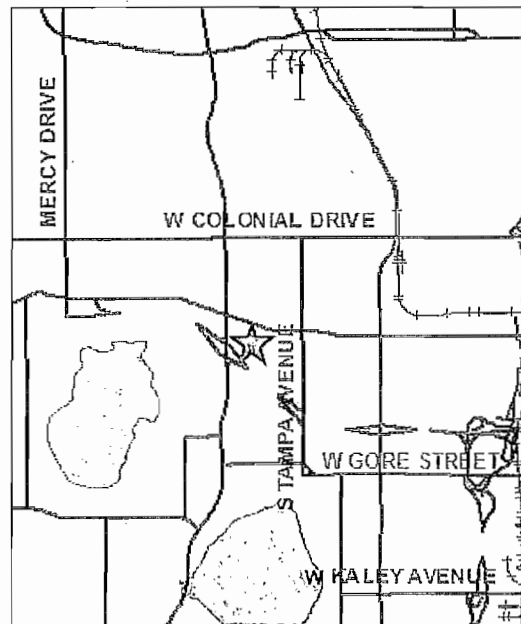


Subject Property

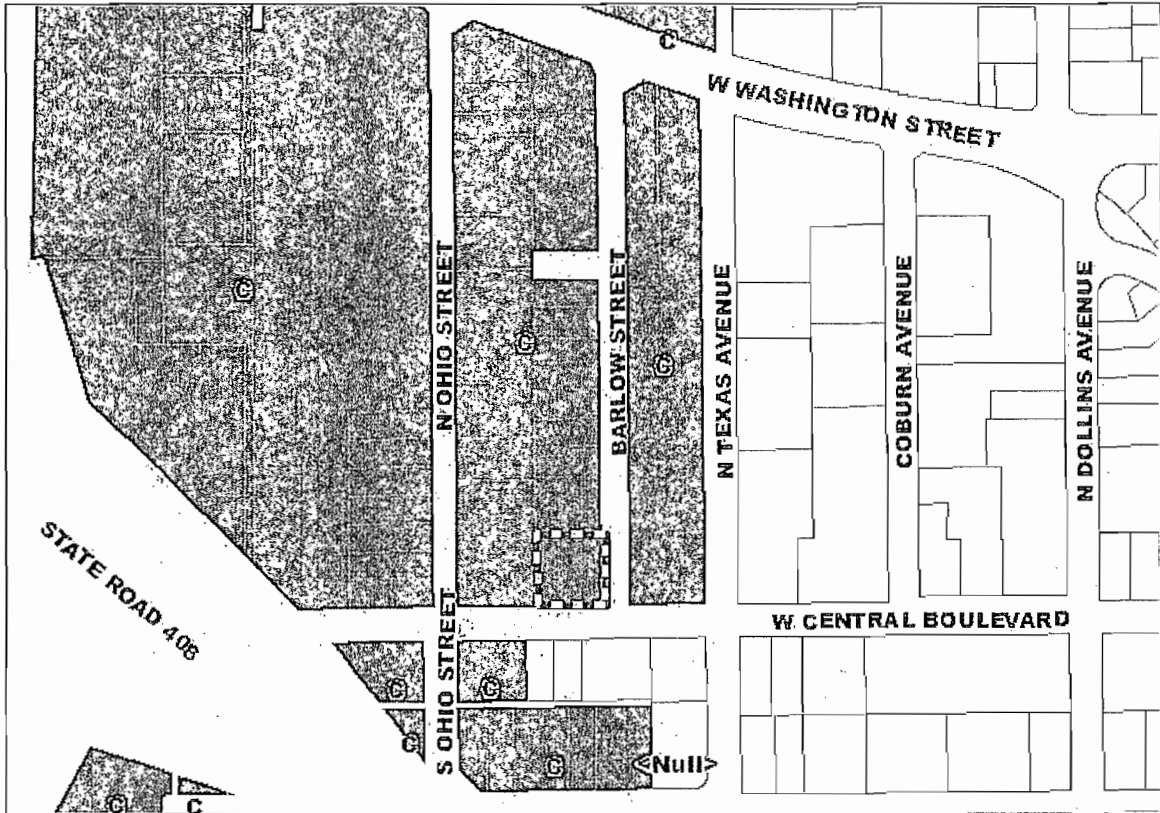
Zoning

Request: R-2 to C-3
 Applicant: Desiree Sanchez
 District: # 6
 S/T/R: 28/22/29
 Location: 2217 W Central Boulevard
 Tract Size: ~.327 Acres

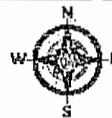
1 inch = 292 feet




RZ-12-11-034



 Subject Property

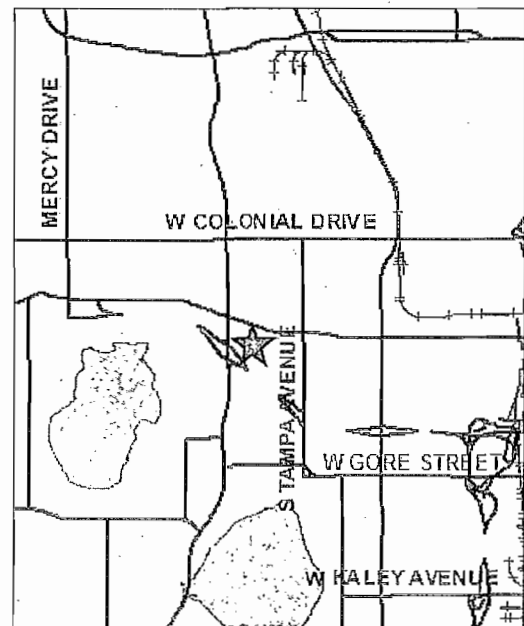


 Subject Property

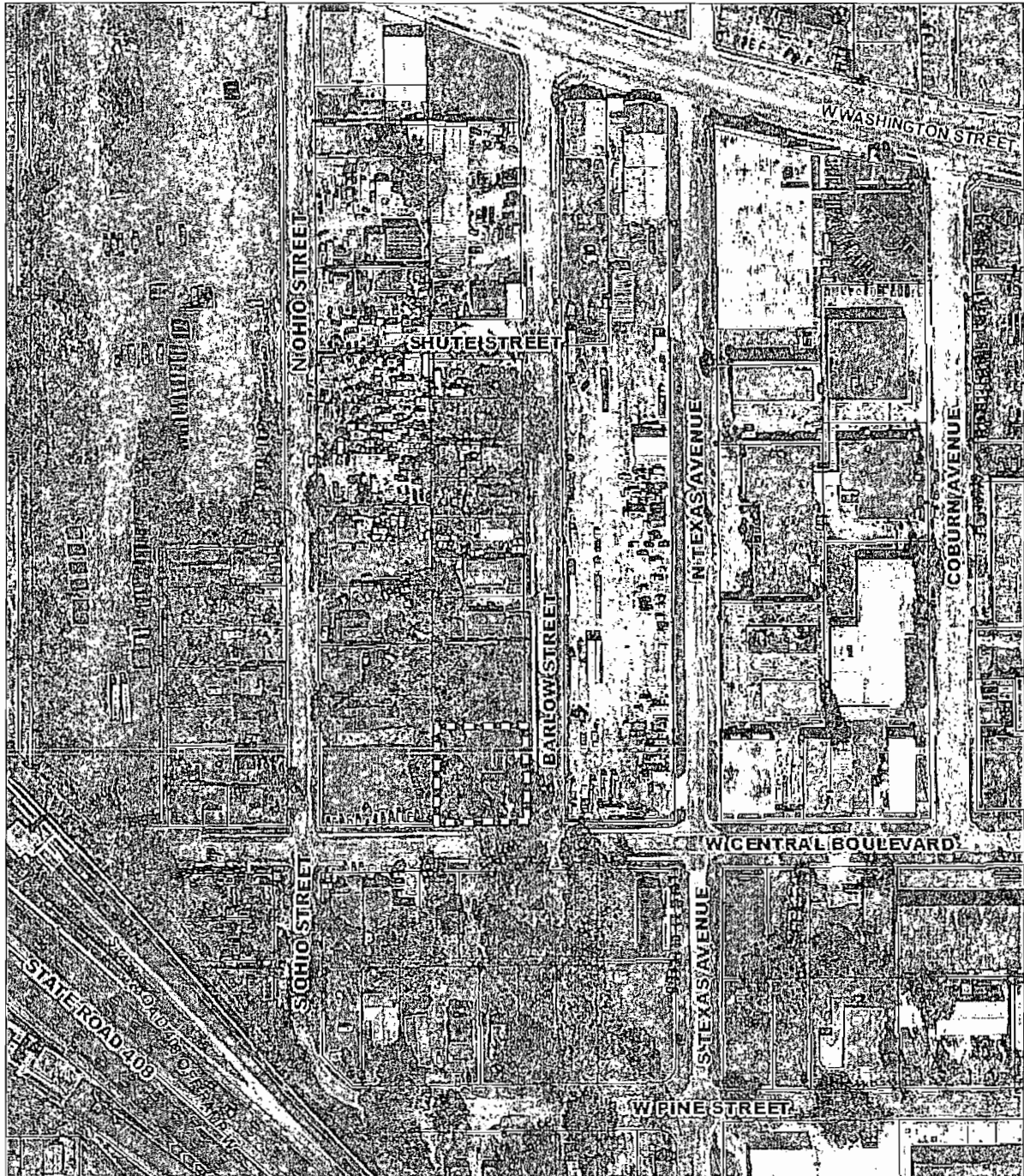
Future Land Use

FLU: Commercial (C)
 Applicant: Desiree Sanchez
 Tract Size: ~.327 Acres
 District: # 6
 S/T/R: 17 / 22 / 31

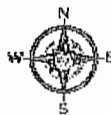
1 inch = 283 feet



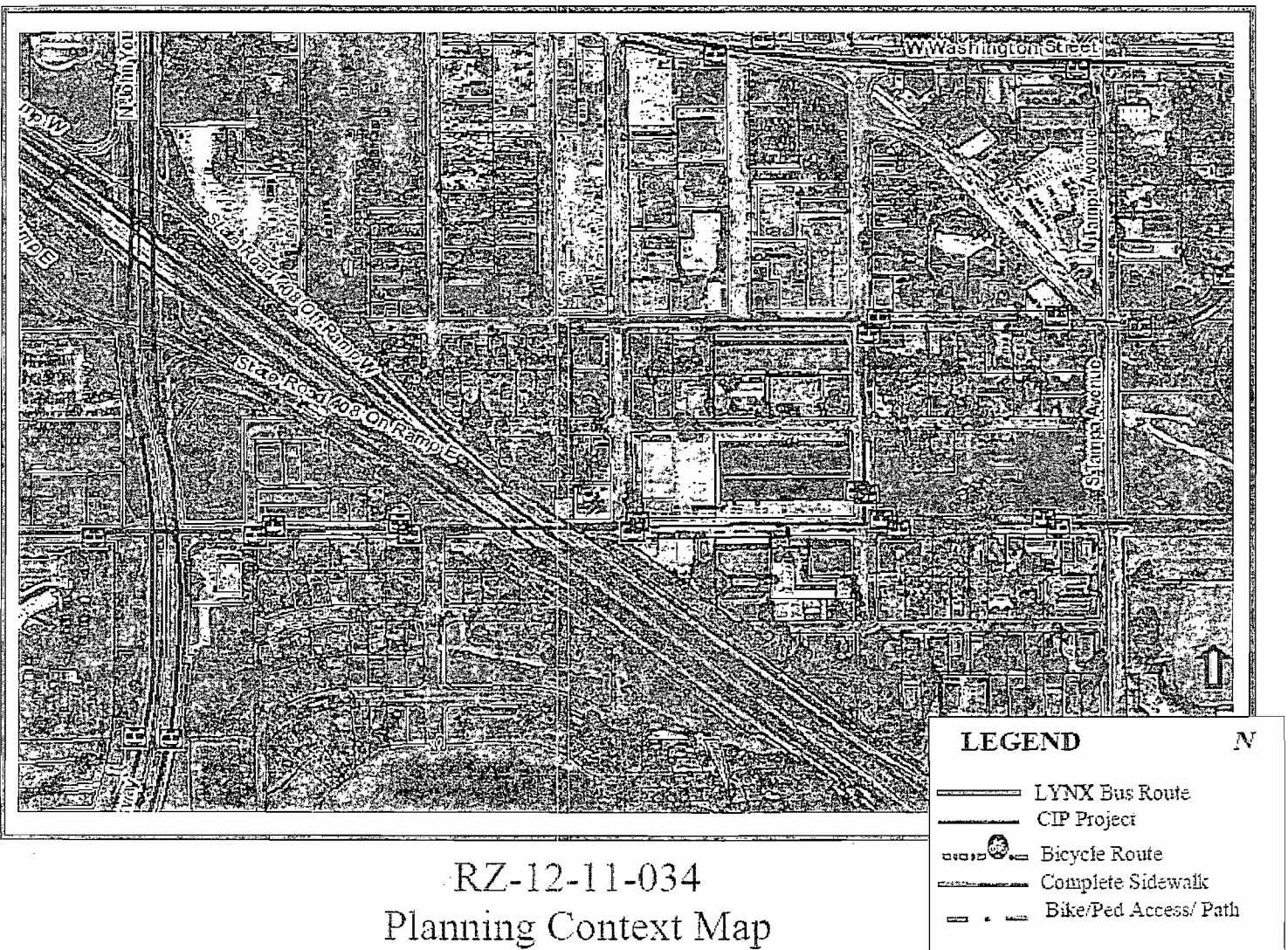
RZ-12-11-034



 Subject Property



1 inch = 167 feet



RZ-12-11-034
Planning Context Map

CASE # LUPA-12-08-178

Commission District: # 3

GENERAL INFORMATION

| | |
|----------------------------|--|
| APPLICANT | Robert Reubusch |
| OWNERS | Adventist Health System/Sunbelt, Inc. |
| PROJECT NAME | Florida Hospital East Planned Development |
| HEARING TYPE | Planning and Zoning Commission |
| REQUEST | R-1A (Single-Family Dwelling District) (1961) and PD (Planned Development District) (1982) to PD (Planned Development District), including two (2) waivers from Orange County Code Section 31.5 to allow for the continued use of an existing billboard adjacent to State Road 408. |
| LOCATION | Generally located on the north side of Lake Underhill Drive, east of South Goldenrod Road, west of South Chickasaw Trail, and south of State Road 408. |
| PARCEL ID NUMBERS | 26-22-30-0000-00-001; 26-22-30-0000-00-003; 26-22-30-0000-00-068; 26-22-30-0000-00-069; 26-22-30-0000-00-109; and 26-22-30-000-10-000 |
| PUBLIC NOTIFICATION | <p>The notification area for this public hearing was 5,280 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One-thousand nine hundred and eighty-one (1,981) notices were mailed to those property owners in the mailing area.</p> <p>A community meeting was not held for this application.</p> |
| TRACT SIZE | ~49.99 acres (total) / ~4.97 acres (addition) |
| PROPOSED USE | Additional surface parking area, including existing development entitlements for 475 hospital beds; 120 nursing home beds; 123,000 square feet of medical office; and 10,000 square feet of outpatient surgery. Additional entitlements are not sought through this request. |

STAFF RECOMMENDATION

DRC RECOMMENDATION (September 26, 2012 and October 10, 2012)

Make a finding of consistency with the Comprehensive Plan and Approve the PD zoning, subject to the following sixteen (16) conditions:

1. Development shall conform to the Florida Hospital East PD Land Use Plan dated "Received October 26, 2012," 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, ordinance 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 zoning and the land use plan dated "Received October 26, 2012," 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. All acreages regarding 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.
4. The Developer shall obtain water and wastewater service from Orange County Utilities.
5. New billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with Ch. 31.5.

6. Outdoor sales, storage and display shall be prohibited.
7. The entire Florida Hospital East shall be platted. Prior to the issuance of any vertical building permits, the plat shall be approved on the BCC Consent Agenda.
8. Tree removal/earthwork shall not occur unless and until construction plans for the 1st Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
9. Mobility strategies will be required base on the use and size of the proposed development.
10. A waiver from Section 31.5-68(b) to allow the maximum height of the existing pole sign to be elevated to seventy-five (75) feet in lieu of thirty (30) feet.
11. A waiver from Section 31.5-68(g) to allow the existing pole sign to have a maximum copy area of seven hundred and seventy five (775) square feet per sign face in lieu of three hundred (300) square feet per sign face.
12. All previous applicable BCC Conditions of Approval, dated October 26, 2004, shall apply:
 - a. Development shall conform to the Florida Hospital-East PD/Land Use Plan (LUP), dated "Received July 2, 2004"; and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.
 - b. The uses, densities, intensities, and all of the conditions of approval of the PD/LUP have been negotiated and agreed to by both the applicant and the County. The PD/LUP constitutes an agreement between the parties. The applicant and the applicant's successors in interest have the contract right to develop the PD with the uses, densities, and intensities approved by the County, subject to the restrictions and requirements in the conditions of approval, and neither the applicant nor the County shall have the right to rezone or downzone the property, or otherwise alter the uses, densities, and intensities, or to delete, waive, or amend any condition of approval except through an amendment to the PD/LUP that is negotiated and approved by both parties.

13. All previous applicable BCC Conditions of Approval, dated, January 30, 1996, shall apply:
 - a. Development shall conform to the Florida Hospital East Orlando Planned Development and Land Use Plan, dated "Received November 22, 1995," and to the following conditions of approval. Development based on this approval shall comply with all other applicable federal, state, and county laws, ordinances and regulations, which are incorporated herein by reference, except to the extent [the applicable laws, ordinances, and regulations] are expressly waived or modified by these conditions, or by action approved by the Orange County Board of County Commissioners, or by action of the Board of County Commissioners. b. A five-foot (5') sidewalk shall be provided along Lake Underhill Road.

14. All previous applicable BCC Conditions of Approval, dated September 24, 1991, shall apply:
 - a. A minimum of twenty (20)-foot landscape buffer shall be provided along Chickasaw Trail. A detailed landscape plan shall be submitted at the Development Plan submittal stage.
 - b. A detailed sign plan showing all existing and proposed signage of the overall PD shall be submitted at the Development Plan submittal stage.

15. All previous applicable BCC Conditions of Approval, dated June 24, 1985, shall apply:
 - a. Approval for the sign shall only be for identification of the hospital and shall comply with the sign regulations of the Zoning Resolution.
 - b. Developers shall move the main driveway to the easternmost construction entrance location and shut down the present driveway by January 1, 1987.

16. All previous applicable BCC Conditions of Approval, dated June 15, 1982, shall apply:
 - a. Dedication of access rights to Orange County from all property on Lake Underhill Drive and Chickasaw Trail except approved entrances. Dedicate to Orange County an additional right of way required for the future widening of Lake Underhill Drive and Chickasaw Trail.
 - b. Install a five foot sidewalk on the north side of Lake Underhill Drive. Determination of sidewalk requirement on the West side of Chickasaw Trail shall be made at time of Final Development Plan submission.
 - c. Fire protection shall be provided in accordance with Section 9.7.2 of the Subdivision Regulations.

- d. Street Improvements:
 - 1) Full intersection improvements are required at the intersection of all driveway entrances at Lake Underhill Drive and Chickasaw Trail.
 - 2) Deceleration lanes and bypass lanes and left turn lanes will be required.
 - 3) A complete overlay of the entire intersection improvement is required. A new pavement marking layout will be required in conformance with Manual on Uniform Traffic Control Devices.
 - 4) All public road improvements shall be designed in accordance with the Manual on Uniform Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida.
 - 5) At the time of plan submittal, the engineer of record shall submit certification that the project complies with the minimum standards for street design.
 - 6) Provide landscape buffer or buffer wall along Lake Underhill Drive and Chickasaw Trail.
- e. If temporary sewer system is approved, it shall be required to connect to the Orange County System as soon as capacity is available.
- f. Stormwater Management:
 - 1) Stormwater Management Plan shall comply with Orange County Subdivision Regulations and shall be subject to the approval of the County Engineer and the Director of Pollution Control.
 - 2) Retention/detention facilities shall be designed for storage of the entire runoff from a 50 year, 24 hour 9.6 inch storm, unless a positive outfall can be obtained.
 - 3) Pond shall be designed in accordance with County regulations.
 - 4) A soils report will be required from a certified soils laboratory for the retention area. Permeability tests are required. Borings shall indicate AASHTO soils classification, determination of water table elevation, (24 Hour test) and anticipated wet/dry season fluctuation.
- g. Prior to construction of sanitary facilities stormwater management systems, and water facilities, the applicable Federal, State and Water Management Permits shall be required and copies submitted to the County Engineering Department.
- h. Added Stipulations:

- 1) Landscaped buffering is to extend the full length of Chickasaw and Lake Underhill Roads.
- 2) Consider placing main entrance to East serving both the hospital and the health complex, in lieu of two (2) main entrances (one for hospital and one for health care complex).
- 3) The Board stated this approval did not include approval for construction of helicopter facilities.

IMPACT ANALYSIS

Land Use Compatibility

The proposed **PD (Planned Development District)** zoning would allow land uses that are compatible with the existing development in the area.

Comprehensive Plan (CP) Consistency

The CP Future Land Use Map currently designates the subject property as **Institutional (INST) and Medium Density Residential (MDR)**.

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU1.4.3 states that the location of commercial development shall be concentrated at major intersections and within Activity Centers and Neighborhood Activity Nodes within the Urban Service Area.

FLU1.4.4 states that the disruption of residential areas by poorly located and designed commercial activities shall be avoided.

FLU1.4.6 establishes that the following guidelines illustrate different types of commercial and retail development consistent with the Orange County Comprehensive Plan. It is the goal of the 2030 CP to increase densities and intensities in the Urban Service Area in order to accommodate projected growth. The Commercial floor area ratio (FAR) shall be 3.0 unless otherwise restricted by County policy or code (See FLU1.1.4A, FLU2.2.4 – FLU2.2.7, and FLU3.2.1 – FLU3.2.13). The basis for increasing densities and intensities is the finding that productive use of vacant land within the Urban Service Area is critical to the County's future urban form. Therefore, with respect to new development and redevelopment, the County is seeking more integrated forms of commercial and non-residential development, including vertical mixed use design and complementary land uses in close proximity to one another, in its desired development pattern for the County's Urban Service Area.

FLU8.1.1 states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning

district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning. Density shall be calculated by the total number of units divided by developable land. (Natural lakes and designated Conservation Areas are excluded from the gross land area.)

FLU8.1.2 states that Planned Developments (PDs) intended to incorporate a broad mix of uses under specific design standards shall be allowed, provided that the PD land uses are consistent with the cumulative densities or intensities identified on the Future Land Use Map.

FLU8.2.1 states that 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 the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.

SITE DATA

| | |
|---------------------------|--|
| Existing Use | Hospital / Vacant land |
| Adjacent Zoning | N: State Road 408 E: PD (Planned Development District) (Expressway Center PD) (1987) and C-1 (Retail Commercial District) (1983) W: C-1 (Retail Commercial District) (1979) S: C-1 (Retail Commercial District) (1959) and PD (Planned Development District) (Palms at Lake Underhill PD) (2009) and P-O (Professional Office District) (1979)(1981) and R-3 (Multiple-Family Dwelling District) (1984) |
| Adjacent Land Uses | N: State Road 408 E: Retail Center / Walmart W: Orange County retention pond S: Medical office / office / retail / vacant land |

ZONING DISTRICT STANDARDS (PD)

Florida Hospital East PD Summary *

| | |
|-------------------------------|---|
| Lot Area: | ~49.99 acres |
| Max. Entitlements (existing): | 475 hospital beds; 120 nursing home beds; 3,000 square feet of medical office; 10,000 square feet of outpatient surgery |
| Max. Building Height: | 165' |
| Max. Impervious Area: | 70% |
| Building Setbacks | |
| <i>Front (South):</i> | 40 feet plus 1 foot per 4 feet of building height in excess of 60 feet (Lake Underhill Road) |
| <i>Rear (North):</i> | 60 feet (SR 408) |
| <i>Side (West):</i> | 25 feet |
| <i>Side (East):</i> | 40 feet (Chickasaw Trail) 20 feet (SE corner parcel; 7-Eleven site) |

* *These regulations may not reflect all the requirements for this PD; refer to the Approved PD Land Use Plan for required information, requirements, and regulations.*

Permitted Uses

475 hospital beds; 120 nursing home beds; 123,000 square feet of medical office; 10,000 square feet of outpatient surgery.

SPECIAL INFORMATION

Subject Property Analysis

Through this request, the applicant is seeking to aggregate and rezone an adjacent 4.97-acre parcel with the existing Florida Hospital East PD. The subject 4.97-acre parcel is currently vacant. It is the applicant's intent to initially develop the vacant parcel with additional surface parking (related to an expansion of the existing Emergency Room facilities), with the ability to use the site for future facility expansion. The request would not increase existing development entitlements.

The request also includes two (2) waivers from Section 31.5 to allow for the continued use of an existing billboard adjacent to State Road 408. Due to recent site development related to the SR 408, the billboard currently sits below the grade of the roadway. The waivers would allow the billboard to be raised in order for it to be visible from SR 408.

The Orange County Development Review Committee (DRC) has reviewed this project and recommends approval of the rezoning petition, subject to the sixteen (16) conditions listed previously.

Rural Settlement

The subject property is not located within a Rural Settlement.

Joint Planning Area

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 located within Airport Noise Zone E. Per Sec. 9-604, vacant lands zoned for non-residential use, and existing non-residential developments are exempt from aircraft noise/land use control zone regulations.

Environmental

There are wetlands and surface waters on the added parcel (Area F). An Orange County Conservation Area Determination (CAD) must be completed before PSP/DP submittal, as outlined in Chapter 15, Article X Wetland Conservation Areas. Wetland boundary lines as shown are estimates that will need verification during the County CAD process and will need to be finalized with a certified survey in that process.

No construction, clearing, filling, alteration or grading is allowed within or immediately adjacent to a conservation area without first obtaining EPD approval. Reference Orange County Code Chapter 15, Article X, Section 15-376. Approval of this request does not authorize any direct or indirect impacts to conservation areas. Contact Mr. Neal Thomas of EPD 407-836-1451 to arrange a meeting prior to PSP/DP design.

This site is located within the boundary of the Orlando Range and Chemical Yard. The applicant should use caution in the event any unexploded ordinance or chemical residue is discovered during site studies, surveying or clearing. As a general safety precaution, all site workers should be trained if any suspicious items are located. Should anyone encounter or suspect they have encountered munitions, it is vitally important that they follow the U.S. Army Corps of Engineers recommended "3Rs": Recognize the item may be dangerous, Retreat and do not touch it, and Report the location to the local Sheriff's office immediately.

Transportation Concurrency / Access

The proposed project is located with the Orange County Alternative Mobility Area and will not be subject to transportation concurrency requirements. A Planning Concept Study shall be submitted and approved prior to Development Plan (DP) approval.

Water/Wastewater/Reclaim

| | |
|------------------|-------------------------------------|
| | <u>Existing service or provider</u> |
| Water: | Orange County Utilities |
| Wastewater: | Orange County Utilities |
| Reclaimed Water: | Orange County Utilities |

Schools

The applicant is proposing to utilize the property for commercial purposes. Orange County Public Schools (OCPS) did not comment on this case, as it does not involve an increase in residential units or density.

Parks & Recreation

Not required for non-residential development.

Specific Project Expenditure Report and Relationship Disclosure Form

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

ACTION REQUESTED

Make a finding of consistency with the Comprehensive Plan and Approve the PD zoning, subject to the following sixteen (16) conditions:

1. Development shall conform to the Florida Hospital East PD Land Use Plan dated "Received October 26, 2012," 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, ordinance 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 zoning and the land use plan dated "Received October 26, 2012," 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. All acreages regarding 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.
4. The Developer shall obtain water and wastewater service from Orange County Utilities.
5. New billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with Ch. 31.5.
6. Outdoor sales, storage and display shall be prohibited.
7. The entire Florida Hospital East shall be platted. Prior to the issuance of any vertical building permits, the plat shall be approved on the BCC Consent Agenda.
8. Tree removal/earthwork shall not occur unless and until construction plans for the 1st Preliminary Subdivision and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
9. Mobility strategies will be required base on the use and size of the proposed development.
10. A waiver from Section 31.5-68(b) to allow the maximum height of the existing pole sign to be elevated to seventy-five (75) feet in lieu of thirty (30) feet.
11. A waiver from Section 31.5-68(g) to allow the existing pole sign to have a maximum copy area of seven hundred and seventy five (775) square feet per sign face in lieu of three hundred (300) square feet per sign face.
12. All previous applicable BCC Conditions of Approval, dated October 26, 2004, shall apply:
 - a. Development shall conform to the Florida Hospital-East PD/Land Use Plan (LUP), dated "Received July 2, 2004"; and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.
 - b. The uses, densities, intensities, and all of the conditions of approval of the PD/LUP have been negotiated and agreed to by both the applicant and the County. The PD/LUP constitutes an agreement between the parties. The applicant and the applicant's successors in interest have the contract right to develop the PD with the uses, densities, and intensities approved by the County, subject to the restrictions and requirements in the conditions of

approval, and neither the applicant nor the County shall have the right to rezone or downzone the property, or otherwise alter the uses, densities, and intensities, or to delete, waive, or amend any condition of approval except through an amendment to the PD/LUP that is negotiated and approved by both parties.

13. All previous applicable BCC Conditions of Approval, dated, January 30, 1996, shall apply:
 - a. Development shall conform to the Florida Hospital East Orlando Planned Development and Land Use Plan, dated "Received November 22, 1995," and to the following conditions of approval. Development based on this approval shall comply with all other applicable federal, state, and county laws, ordinances and regulations, which are incorporated herein by reference, except to the extent [the applicable laws, ordinances, and regulations] are expressly waived or modified by these conditions, or by action approved by the Orange County Board of County Commissioners, or by action of the Board of County Commissioners. b. A five-foot (5') sidewalk shall be provided along Lake Underhill Road.

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 - a. A minimum of twenty (20)-foot landscape buffer shall be provided along Chickasaw Trail. A detailed landscape plan shall be submitted at the Development Plan submittal stage.
 - b. A detailed sign plan showing all existing and proposed signage of the overall PD shall be submitted at the Development Plan submittal stage.

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 - b. Developers shall move the main driveway to the easternmost construction entrance location and shut down the present driveway by January 1, 1987.

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 - a. Dedication of access rights to Orange County from all property on Lake Underhill Drive and Chickasaw Trail except approved entrances. Dedicate to Orange County an additional right of way required for the future widening of Lake Underhill Drive and Chickasaw Trail.
 - b. Install a five foot sidewalk on the north side of Lake Underhill Drive. Determination of sidewalk requirement on the West side of Chickasaw

Trail shall be made at time of Final Development Plan submission.

- c. Fire protection shall be provided in accordance with Section 9.7.2 of the Subdivision Regulations.

- d. Street Improvements:
 - 1) Full intersection improvements are required at the intersection of all driveway entrances at Lake Underhill Drive and Chickasaw Trail.
 - 2) Deceleration lanes and bypass lanes and left turn lanes will be required.
 - 3) A complete overlay of the entire intersection improvement is required. A new pavement marking layout will be required in conformance with Manual on Uniform Traffic Control Devices.
 - 4) All public road improvements shall be designed in accordance with the Manual on Uniform Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida.
 - 5) At the time of plan submittal, the engineer of record shall submit certification that the project complies with the minimum standards for street design.
 - 6) Provide landscape buffer or buffer wall along Lake Underhill Drive and Chickasaw Trail.

- e. If temporary sewer system is approved, it shall be required to connect to the Orange County System as soon as capacity is available.

- f. Stormwater Management:
 - 1) Stormwater Management Plan shall comply with Orange County Subdivision Regulations and shall be subject to the approval of the County Engineer and the Director of Pollution Control.
 - 2) Retention/detention facilities shall be designed for storage of the entire runoff from a 50 year, 24 hour 9.6 inch storm, unless a positive outfall can be obtained.
 - 3) Pond shall be designed in accordance with County regulations.
 - 4) A soils report will be required from a certified soils laboratory for the retention area. Permeability tests are required. Borings shall indicate AASHTO soils classification, determination of water table elevation, (24 Hour test) and anticipated wet/dry season

fluctuation.

- g. Prior to construction of sanitary facilities stormwater management systems, and water facilities, the applicable Federal, State and Water Management Permits shall be required and copies submitted to the County Engineering Department.
- h. Added Stipulations:
 - 1) Landscaped buffering is to extend the full length of Chickasaw and Lake Underhill Roads.
 - 2) Consider placing main entrance to East serving both the hospital and the health complex, in lieu of two (2) main entrances (one for hospital and one for health care complex).
 - 3) The Board stated this approval did not include approval for construction of helicopter facilities.

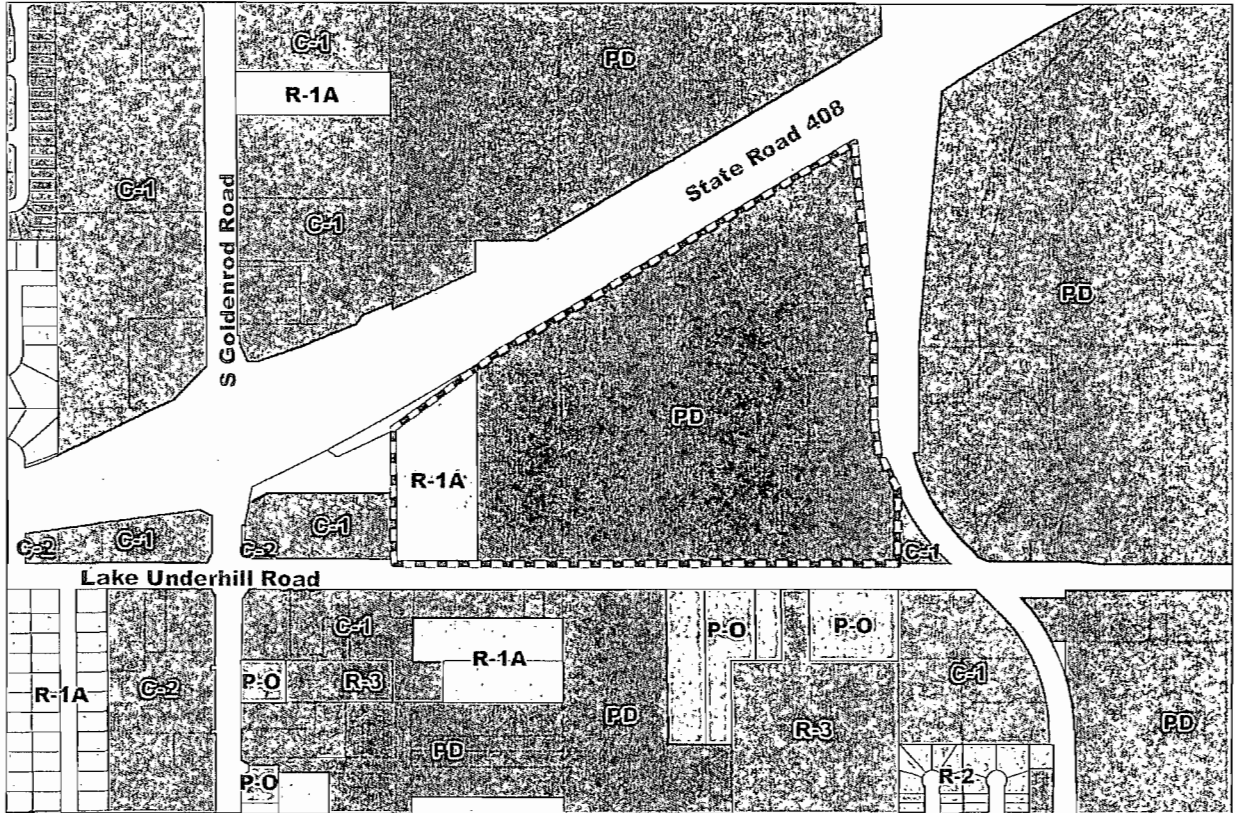
PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

Jamie Poulos, Poulos and Bennett, Inc., appeared on behalf of the applicant and agreed with the staff recommendation of approval subject to the sixteen (16) conditions found in the staff report. In response to Commissioner Whittington, staff noted that the billboard will be treated as an on-site sign, and that the waivers are required due to improvements to SR 408 which have rendered the sign invisible from the right-of-way. The sign will only be used for Florida Hospital. In response to Commissioner Roberts, staff noted that the previous condition of approval which stated that the hospital shall explore relocation of the primary entrance to the east was a condition originally place on the PD in 1982. Staff noted that this condition will not require the applicant to relocate the entrance to the property.

Commissioner Roberts made a motion to find the request consistent with the CP and **APPROVE** the requested P-D (Planned Development District) zoning with the two (2) waivers and sixteen (16) conditions found in the staff report.

| | |
|------------------------|--|
| Motion/Second | Joe Roberts/ Kevin Seraaj |
| Voting in Favor | Marvin Barrett, Jose Ayala, Virginia Whittington, Pat DiVecchio, Betsy VanderLey and Paul Wean |
| Absent | Rick Baldocchi |

LUPA-12-08-178

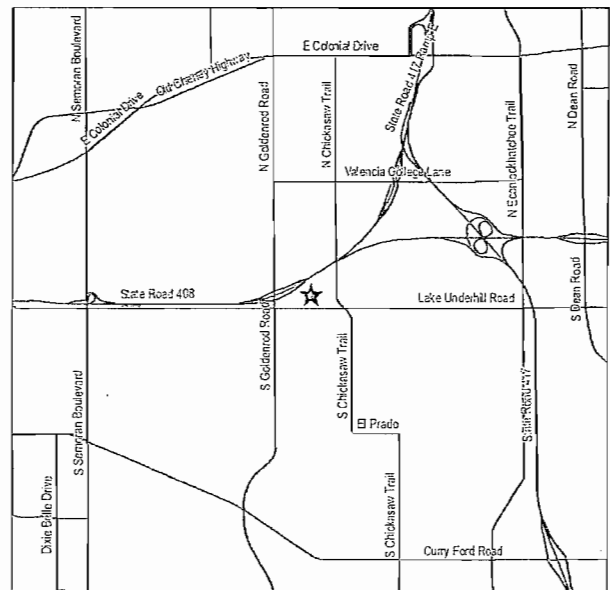


Subject Property

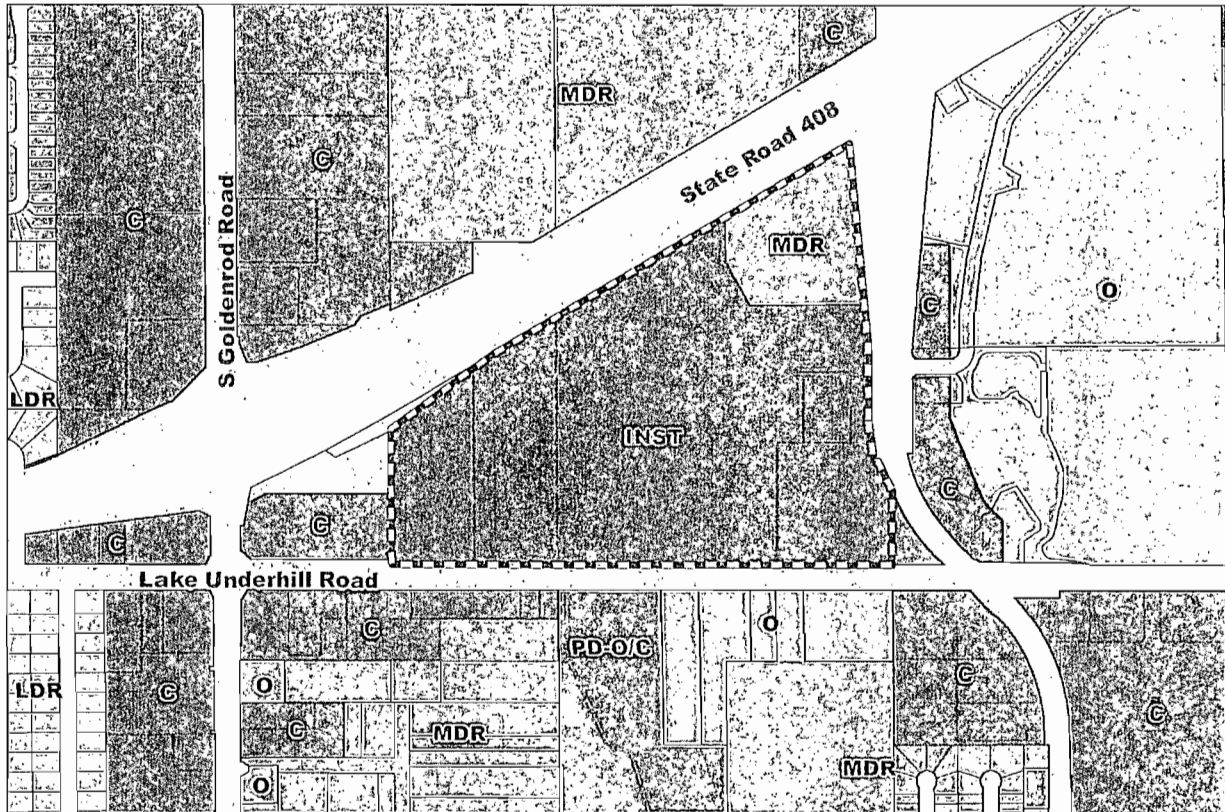


Subject Property

| Zoning | |
|-------------------|--------------------------|
| REQUEST: | R-1A and PD to PD |
| APPLICANT: | Robert Rebusch |
| LOCATION: | 7727 Lake Underhill Road |
| TRACT SIZE: | ~49.99 Acres |
| DISTRICT: | #3 |
| S/T/R: | 26 / 22 / 30 |
| 1 inch = 625 feet | |



LUPA-12-08-178



Subject Property



Subject Property

Future Land Use

FLUM: Institutional (INST) and
 Medium Density
 Residential (MDR)

APPLICANT: Robert Rebusch

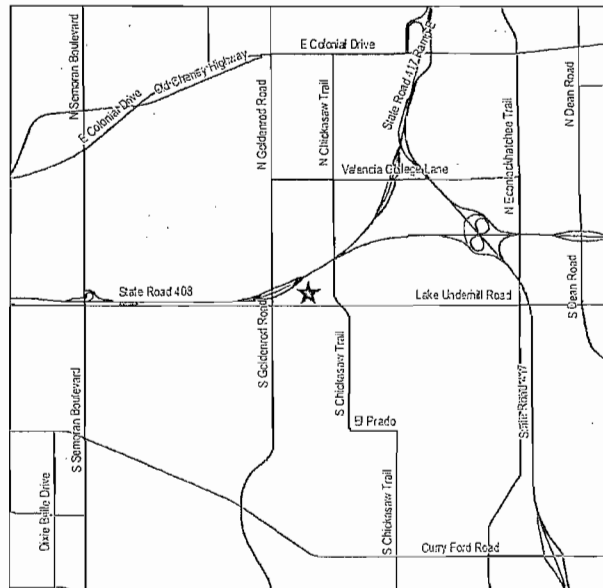
LOCATION: 7727 Lake Underhill Road

TRACT SIZE: ~49.99 Acres

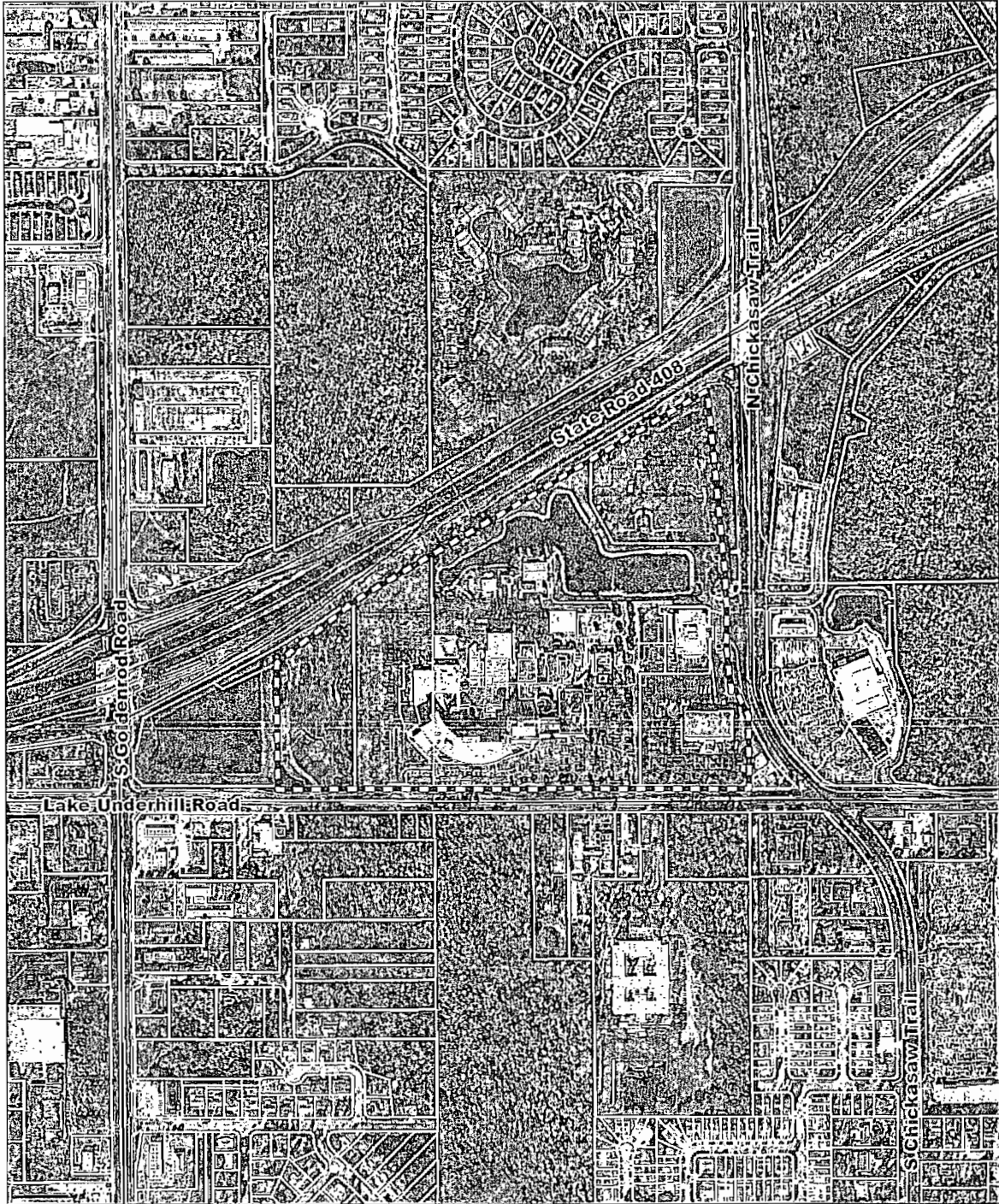
DISTRICT: #3

S/I/R: 26 / 22 / 30

1 inch = 625 feet



LUPA-12-08-178

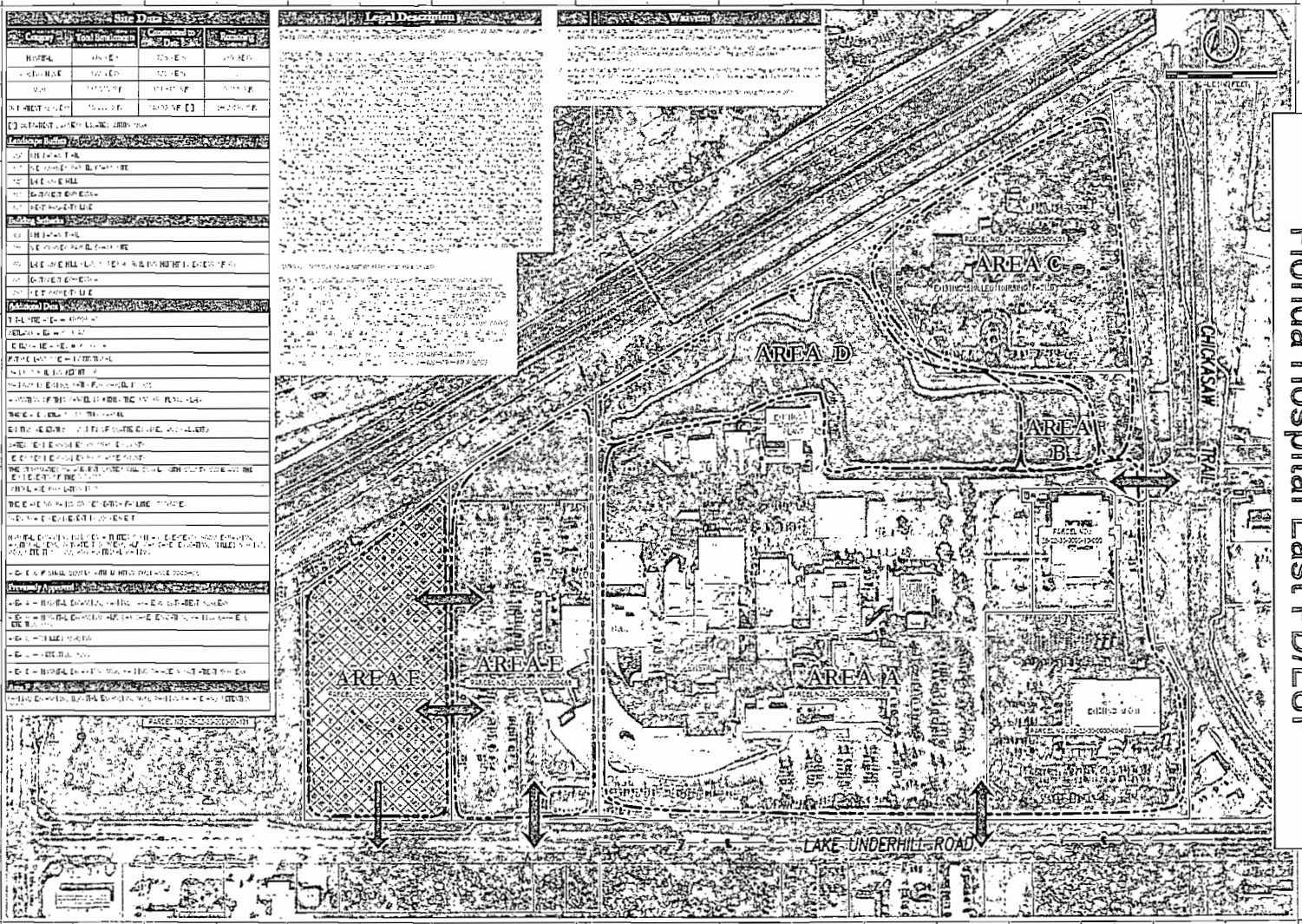


Subject Property



Subject Property

Florida Hospital East PD/LUP






Interoffice Memorandum

November 29, 2012

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: December 11, 2012 – Public Hearing
Harry H. Newkirk, Upham, Inc.
Case #CDR-12-09-189
Woodland Lakes Planned Development / Land Use Plan
(PD/LUP) - *Substantial Change* - District 4

The Woodland Lakes Planned Development (PD) is generally located south of Lake Underhill Road and west of Alafaya Trail in District 4. The overall PD contains approximately 912 acres and has development entitlements for 292 multi-family residential units; 785 single family residential units; 105,000 sq. ft. of office; 75,000 sq. ft. of industrial/showroom; 157,045 sq. ft. of institutional (school); and 616,328 sq. ft. of commercial land uses.

Through this request, the applicant is seeking a waiver from Orange County Code Section 38-1272(a)(3) to allow for a zero-foot (0') interior side setback for PD Tract A – Lot 6B only, in lieu of a ten-foot (10') side setback. This waiver is required to accommodate a proposed 20,955 sq. ft. Goodwill Retail Store (*Development Plan #DP-12-07-149*).

Due to the non-residential character of surrounding parcels, a community meeting was not required by the Development Review Committee (DRC).

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies

December 11, 2012 – Public Hearing
Harry H. Newkirk, Upham, Inc.
Case #CDR-12-09-189
Woodland Lakes Planned Development / Land Use Plan (PD/LUP)
Substantial Change – District 4
Page 2 of 2

of these and the PD/LUP may be found in the Blue Folder for public hearings and 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 Woodland Lakes Planned Development / Land Use Plan (PD/LUP) dated “Received October 17, 2012”, subject to the conditions listed in the Staff Report. District 4

Attachments

CASE # CDR-12-09-189

Commission District: # 4

GENERAL INFORMATION

APPLICANT Harry H. Newkirk, Upham, Inc.

OWNER MT Land Holdings, Inc.
(*affected PD Tract A – Lot 6B only*)

PROJECT NAME Woodland Lakes Planned Development / Land Use Plan
(PD/LUP) Amendment (*Substantial Change*)

HEARING TYPE Board of County Commissioners (BCC) Public Hearing

REQUEST A waiver from Orange County Code Section 38-1272(a)(3) to allow for a zero-foot (0') interior side setback for PD Tract A – Lot 6B only, in lieu of a ten-foot (10') side setback.

LOCATION 12186 Lake Underhill Road; generally located south of Lake Underhill Road and east/northeast of Huckelberry Finn Drive, in District 4.

PARCEL ID NUMBER 27-22-31-8987-00-061
(*affected PD Tract A – Lot 6B only*)

PUBLIC NOTIFICATION The notification area for this public hearing was 1,500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Sixty-three (63) notices were mailed to surrounding property owners.

A community meeting was not required for the application.

TRACT SIZE ~ 912 Acres (*overall PD*) and
~ 5.77 Acres (*affected PD Tract A – Lot 6B only*)

IMPACT ANALYSIS

Land Use Compatibility

The overall PD contains approximately 912 acres and has development entitlements for 292 multi-family residential units; 785 single family residential units; 105,000 sq. ft. of office; 75,000 sq. ft. of industrial/showroom; 157,045 sq. ft. of institutional (school); and 616,328 sq. ft. of commercial land uses. Through this request, the applicant is seeking a waiver from Orange County Code Section 38-1272(a)(3) to allow for a zero foot (0') interior side setback for PD Tract A – Lot 6B only, in lieu of a ten-foot (10') side setback.

This waiver is required to accommodate a proposed 20,955 sq. ft. Goodwill Retail Store (*Development Plan #DP-12-07-149*).

The subject parcel is adjacent to other non-residential tracts; and the proposed waiver would not adversely impact surrounding projects.

Comprehensive Plan Consistency

The subject property is located within the Orange County Urban Service Area and is designated *Planned Development (PD)* on the adopted Future Land Use Map (FLUM). The proposed PD amendment and waiver request are consistent with the Comprehensive Plan.

Transportation / Concurrency

The request does not affect existing development entitlements, and thus would not result in any transportation/concurrency issues.

STAFF RECOMMENDATION

DRC RECOMMENDATION (September 26, 2012)

Make a finding of consistency with the Comprehensive Plan and approve the substantial change to the Woodland Lakes Planned Development / Land Use Plan (PD/LUP), subject to the following condition(s):

1. Development shall conform to the PD Land Use Plan dated "Received October 17, 2012," 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, ordinance 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 zoning and the land use plan dated "Received October 17, 2012," 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

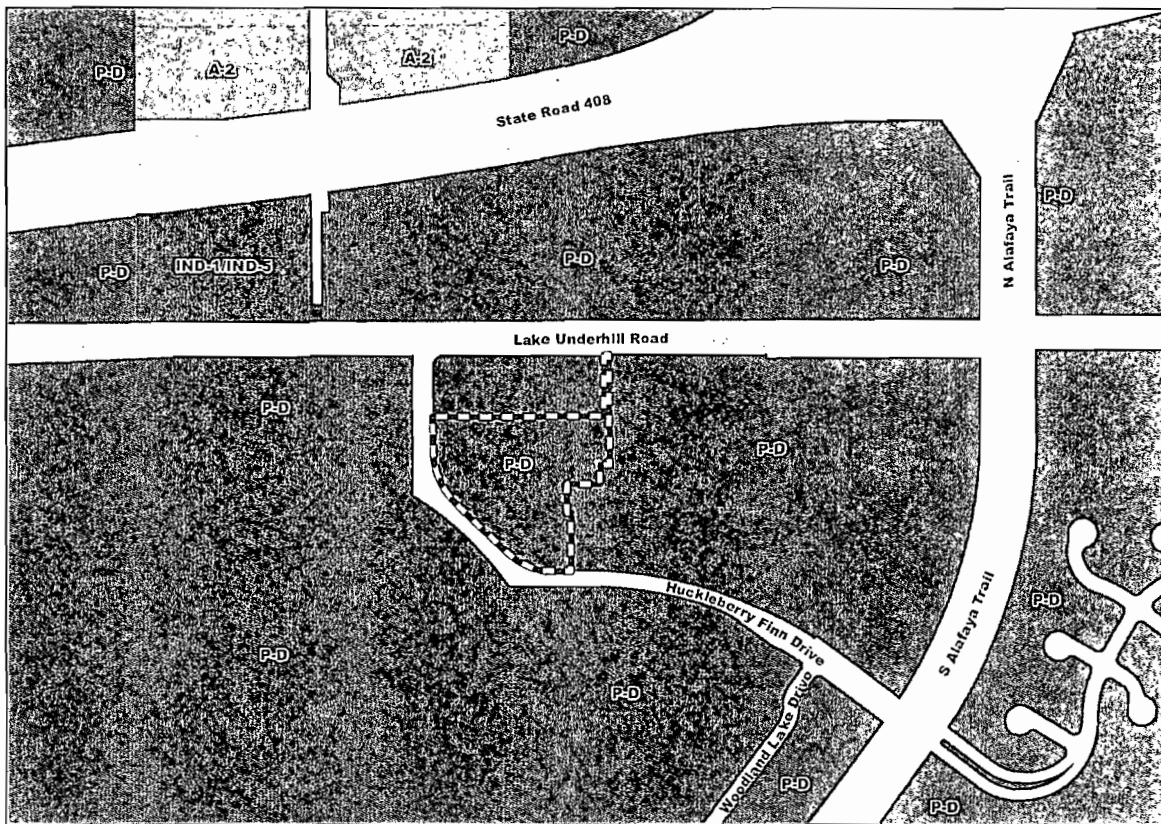
reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. A waiver from Section 38-1272(a)(3) is granted to allow a zero (0') foot interior side yard setback for PD Tract A - Lot 6B only, in lieu of ten (10') feet.
4. All previous applicable BCC Conditions of Approval, dated March 16, 1999, shall apply:
 - a. Prior to approval of any development plan, a developer's agreement shall be approved by Orange County addressing road improvements outlined in the Development Order.
 - b. A ten-acre (10) park shall be dedicated to Orange County. Prior to construction of the park, the developer shall have the opportunity to review the master plan of the park. If the developer opts to develop the park site prior to the County, it shall be permitted subject to approval of the park plan by Orange County.
 - c. A 15-acre elementary school site shall be dedicated to the Orange County School Board at no cost to Orange County or the School Board.
 - d. Biomedical waste incineration shall be prohibited.
 - e. The number of multi-family units shall not exceed 821; Tract N shall be designated as mixed use.

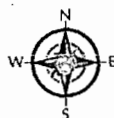
PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(October 11, 2005)*

Upon a motion by Commissioner Stewart, seconded by Commissioner Segal, and carried with all members present and voting AYE by voice vote, the Board made a finding of consistency with the Comprehensive Policy Plan; and further, approved the request by Pat Christiansen, Woodland Lakes Planned Development/Land Use Plan (PD/LUP), to allow outdoor storage for Lots 13 and 14 of Tract B, provided the storage area is completely screened by a masonry wall at least 8 feet in height; which constitutes a substantial change to the development of the above-described property, subject to conditions.

ZONING MAP



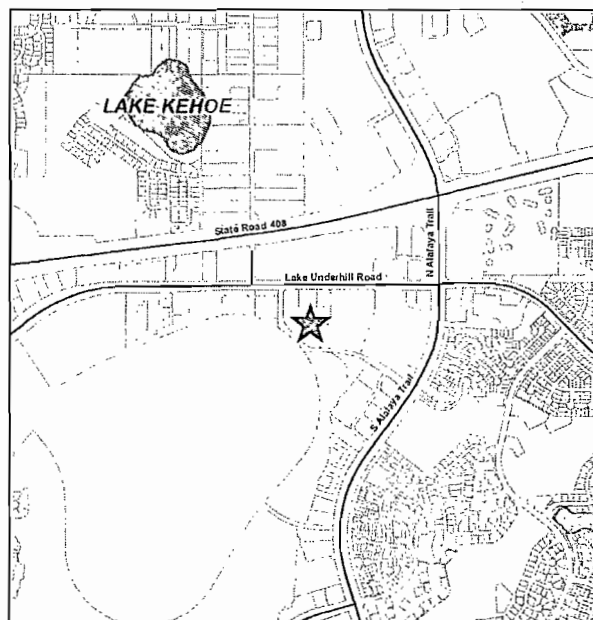
 Subject Property



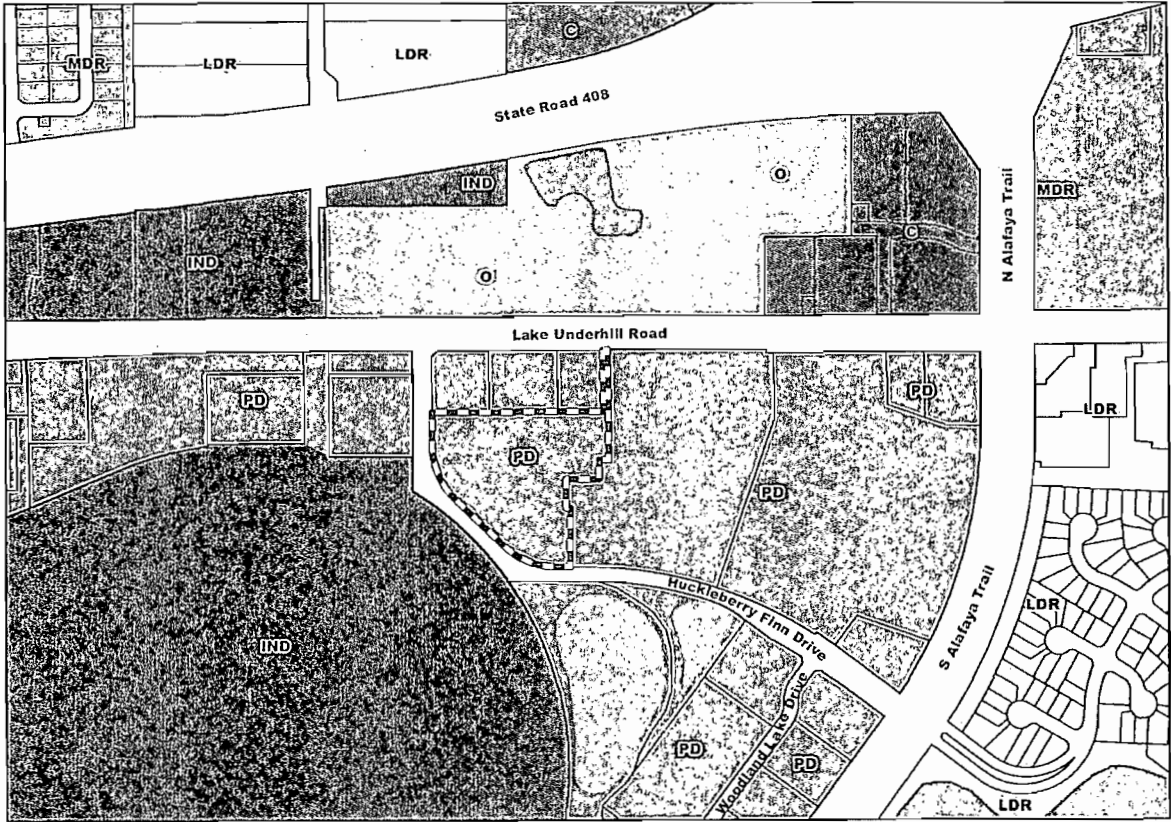
 Subject Property


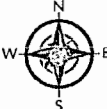

Request: Substantial Change
 Applicant: Harry Newkirk
 District: # 4
 S/T/R: 27/22/31
 Tract Size: 5.77 Acres

1:6,800



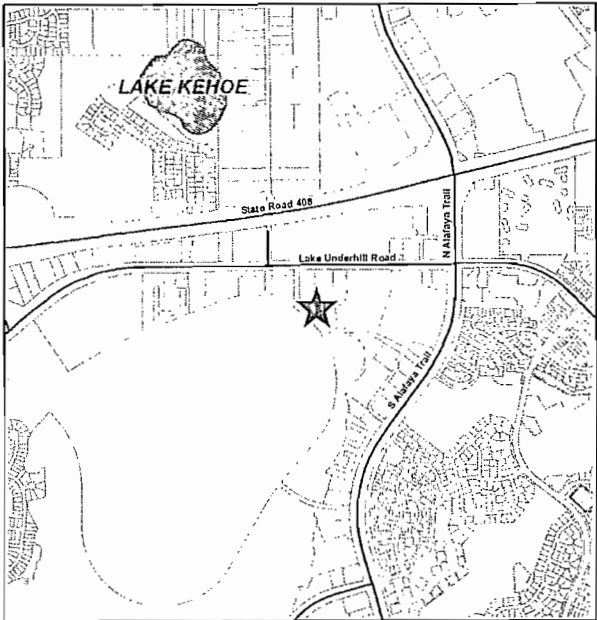
FUTURE LAND USE MAP



 Subject Property
 
 Subject Property

Request: Substantial Change
Applicant: Harry Newkirk
District: # 4
S/T/R: 27/22/31
Tract Size: 5.77 Acres

1:6,800

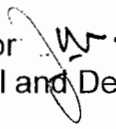




Interoffice Memorandum

November 29, 2012

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: December 11, 2012 – Public Hearing
John M. Florio, Donald W. McIntosh Associates, Inc.
Case #CDR-12-09-197
Isleworth Planned Development / Land Use Plan (PD/LUP) -
Substantial Change - District 1

The Isleworth Planned Development (PD) contains approximately 1,680 acres and is generally located south of Conroy Windermere Road, between Chase Road and Apopka Vineland Road in District 1. Existing PD entitlements include 900 single family detached dwelling units; 10,000 sq. ft. of tennis club uses; 2.3 acres of equestrian trails and stables; two (2) 18-hole championship golf courses; and multiple 40,000 – 60,000 sq. ft. golf club houses.

Through this request, the applicant is seeking to convert the land use of a ~0.433 acre portion of an existing golf course / open space tract **to** residential for one (1) single family lot. The applicant is not seeking to increase existing residential entitlements.

Due to the nature of this request, a community meeting was not required by the Development Review Committee (DRC).

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form 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 Blue Folder for public hearings and 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 Isleworth Planned Development / Land Use Plan (PD/LUP) dated “Received September 25, 2012”, subject to the conditions listed in the Staff Report. District 1

Attachments

CASE # CDR-12-09-197

Commission District: # 1

GENERAL INFORMATION

APPLICANT John M. Florio, Donald W. McIntosh Associates, Inc.

OWNER Isleworth Golf and Country Club, Inc.

PROJECT NAME Isleworth Planned Development / Land Use Plan (PD/LUP) Amendment (*Substantial Change*)

HEARING TYPE Board of County Commissioners (BCC) Public Hearing

REQUEST To convert the land use of a ~0.433-acre portion of an existing golf course / open space tract **to** residential for one (1) single family lot.

LOCATION The overall PD is generally located south of Conroy Windermere Road, between Chase Road and Apopka Vineland Road in District 1. More specifically, the proposed ~0.433-acre residential lot is located west of Fairway Oaks Drive, approximately 1/10 mile north of Isleworth Country Club Drive.

PARCEL ID NUMBER 16-23-28-3899-70-070 (*portion of Lot 14 and proposed as 16-23-28-3899-01-140*)

PUBLIC NOTIFICATION The notification area for this public hearing was 1,500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Seventy-six (76) notices were mailed to surrounding property owners.

A community meeting was not required for the application.

TRACT SIZE ~1,680 acres (*overall PD*)
~0.433 acre (*proposed lot only*)

IMPACT ANALYSIS

Land Use Compatibility

Through this request, the applicant is seeking to convert the land use of a ~0.433-acre portion of an existing golf course / open space tract **to** residential for one (1) single family lot. The change in land use would not increase existing residential entitlements or adversely impact surrounding parcels.

Comprehensive Plan Consistency

The subject property is located within the West Windermere Rural Settlement and has an underlying Future Land Use Map (FLUM) designation of Rural Settlement 1/1 (RS 1/1). The request appears to be consistent with the Comprehensive Plan.

Transportation / Concurrency

The request does not affect existing development entitlements and would not result in any transportation/concurrency issues.

STAFF RECOMMENDATION

DRC RECOMMENDATION (August 22, 2012)

Make a finding of consistency with the Comprehensive Plan and approve the substantial change to the Isleworth Planned Development / Land Use Plan (PD/LUP), subject to the following condition(s):

1. Development shall conform to the Isleworth PD Land Use Plan dated "September 25, 2012" 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, ordinance 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 zoning and the land use plan dated "September 25, 2012" the condition of approval shall control to the extent of such conflict or inconsistency.
2. All previous applicable BCC Conditions of Approval dated October 4, 2011 shall apply:

- a. 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.
 - b. Seven lots (Lots 15, 62, 63, 64, 71, a portion of lot 114, and 375) shall be used for Golf Course & Tournament Events for a period not to exceed ten years. After ten years, the lots shall revert back to residential uses. If at any time within the said ten years the applicant wishes to utilize the lots for residential purposes, a substantial change to the Land Use Plan shall be required.
3. All previous applicable BCC Conditions of Approval dated October 10, 1995, and December 19, 1983, shall apply:
- a. Waiver of Section 28-1203(3) for Development Plan submittal in conjunction with the Land Use Plan is granted.
 - b. The developer shall submit to the Environmental Protection Department application for the construction of the boat ramp which shall be reviewed at a public hearing.
 - c. Use of the boat ramp shall be limited to residents and their guests only.
 - d. DENSITIES:
 - 1) There shall be a maximum of two hundred (200) one-quarter (1/4) acre lots in the entire Isleworth Golf and Country Club P.D.; with a maximum of one hundred (100) one-quarter (1/4) acre lots in the East Village. In the event all the one-quarter (1/4) acre lots are not used in the East Village, the balance of the two hundred (200) one-quarter (1/4) acre lots may be used in the West Village.
 - e. CONSERVATION:
 - 1) Limited development will be permitted in the Conservation Area between holes 10 and 17 in the West Village, provided that development is minimized to preserve, to the greatest extent possible, the Conservation Area. The extent of this development shall be determined by Orange County after the Environmental Study now being conducted has been completed.

- 2) Selective clearing of shoreline vegetation, as listed in the Conservation Area criteria, may be selectively removed only along golf holes 2 and 18 of the East Village. A tree removal plan shall be submitted for approval prior to clearing. The extent of the vegetation clearing and tree removal shall be determined by Orange County after the Environmental Study now being conducted has been completed.
- 3) Due to the extensive Conservation Area along the shoreline, shoreline clearing and alteration for residential area will be limited in accordance with the Lakeshore Protection Ordinance, effective June 10, 1983 and any successor ordinances.
- 4) The extension and widening of the two roads through the Conservation Areas shall be allowed, provided that filling is minimized and drainage structures to insure the flow of water between wetlands are maintained. The extent of this encroachment shall be determined by Orange County after the Environmental Study now being conducted has been completed.
- 5) Where the Final Development Plan contemplates the installation of berms and reverse swales, along lakeshores on lakefront lots to impede direct drainage into lakes, the plat shall clearly reflect a drainage/swale easement of sufficient width to accommodate such berms and swales and their associated retention areas and clearly indicate that alteration and/or removal of the berm and swale system is prohibited. The development rights to this easement area shall be dedicated to Orange County. The bottom swale elevation shall be at no less than the 101 foot elevation. Restrictive covenants shall also prohibit alteration or removal of any such berms and swales. Enforcement responsibility shall be assigned to mandatory homeowners' association and Orange County. This swale/berm system shall be included in and installed as part of the developer's primary drainage plan.
- 6) All Conservation Areas shall be clearly designated as "Conservation Areas" on the Final Development Plan and on the plat of the Isleworth Planned Development. On the plat of lakefront residential lots platted to the normal high water elevation, and which contain only narrow band Conservation Areas within their boundaries, the narrow band conservation areas shall be clearly identified as "narrow band Conservation Areas." Development rights to all "Conservation Areas" including the "narrow band Conservation Areas" shall be dedicated to Orange County provided, however, that such dedication of development rights to the narrow band Conservation Areas shall not preclude the construction private docks and/or boathouses pursuant to applicable Orange County permitting procedures. Within this dedication there shall be a provision allowing clearing and vegetation removal for lake access of an area of not more than 20% or 30 feet, whichever is greater, within "narrow band Conservation areas" by the owner of a lakefront residential lot. Except as to this clearing and vegetation removal of the aforesaid 20% or 30 feet, whichever is greater for lake access, such dedication and the restrictive covenants applicable to the Isleworth Planned Development shall prohibit all but selective clearing of

undergrowth to permit lake views on lakefront lots. Enforcement responsibility shall be assigned to mandatory homeowners' association and Orange County.

- 7) No docks or boathouses shall be constructed unless a permit is issued pursuant to applicable State and County ordinances and procedures.
- 8) Clubhouse boat docks shall be temporary daytime use only. There shall be no overnight marina-type boat storage at these facilities. Fueling and repair services shall be prohibited.
- 9) There shall be no more than 210 lakefront lots having a minimum of one-half (1/2) acre, exclusive of any Conservation Area included within lot lines.
- 10) There shall be no variance to the requirement that lakefront lots have a minimum width of 100 feet at the water's edge, as measured along the normal high water elevation.
- 11) Trees (other than citrus trees) shall not be removed from lakefronts without written consent given by Windermere Navigation Control District after a tree removal plan is first submitted, except on East Village Golf Course holes 2 and 18, where Item 3(B) requires submittal of a tree removal plan to the County.

f. ZONING REQUIREMENTS:

- 1) Minimum living area shall be 2,000 square feet. Setbacks and accessory uses shall be established at the time of Development Plan submittals, except that there shall be a 50 foot setback from the centerline of the major internal collector road and 50feet from the right of way of Conroy Road.
- 2) Stables shall be limited to private boarding uses. Stables and barns shall be setback a minimum of 100 feet from perimeter of Isleworth PD; corral fencing shall be a minimum of 50 feet from perimeter of Isleworth PD. Developer shall address method of animal care, disposal of animal waste and size of grazing and corral area at the time of Development Plan submittal.
- 3) All lakefront lots shall be a minimum of 100 feet in width at the waters edge, measured along the normal high water elevation.
- 4) Thirty-five (35) foot maximum building height restriction shall be placed on all structures except where the developer can demonstrate that topographical features cause a substantial design constraint with regards to clubhouses.
- 5) Building elevations and locations of guard houses or security gates shall be presented with the development plans.

- 6) A ten foot wide landscaped buffer is required along the entire perimeter of the Isleworth project; with the exception of designated entry points and golf course frontage. This buffer will include a wall where off-site residential lots abut the property boundary or landscape material and fencing where the abutting property is open space. Where the golf course abuts a dedicated right of way line, a minimum width of 75 feet from the edge of the fairway will be maintained as buffer. In addition, a fence and landscape screen shall be provided. The details of the screening will be provided with the submittal of Development Plans for Isleworth.
- 7) If any (Professional Golf Association) PGA or (Ladies Professional Golf Association) LPGA sanctioned golf tournaments are held on the project (coursers), the sponsors shall provide for adequate remote parking and transportation for the tournament, as approved by the Public Works Director.
- 8) The following waivers are granted:
 - *Private Streets*
 - *Water Line Extensions/Fire Protection*
 - *Sidewalks*

g. UTILITIES:

- 1) Fire protection shall be provided in accordance with Section 9.7.2 of Subdivision Regulations which require that hydrants be within 500 feet of each dwelling and flow 500 gallons/minute at 20 (per square inch) psi, and with Ordinance #81-19 for the two club houses which require that hydrants be within 250 feet of each structure and flow 1500 gallons/minute at 20 psi with minimum 8 inch mains.
- 2) Potable water and fire protection water service shall be provided by Orange County Public Utilities. The developer shall be responsible for extending off-site water systems from existing system to project, subject to Agreement with the County Utilities Department.
- 3) The use of septic tanks may be permitted subject to the following conditions:
 - *Lot-by-lot approval in accordance with all State and County Regulations, as adopted by the Board of County Commissioners on April 18, 1983, and the Growth Management Policy.*
 - *Where Leon fine soils exist, soil borings will be required. Location and number of borings to be determined by the Consulting Engineers an Orange County Health Department.*

- *Where the tennis clubhouse is proposed in Rudedge Fine Sands located north of Tibbett Butler, the disposal facilities shall be located in suitable soils.*
 - *The clubhouse must comply with State and County regulations.*
- 4) Available water capacity will be committed only upon approval of final construction plans and submission of (Florida Department of Environmental Regulations) FDER Permit Application. Priority will be based on first come, first served. (Executed Agreements and County Ordinance being the only exception to the above.)
- h. STORMWATER MANAGEMENT:
- 1) Stormwater Management plans shall comply with Orange County Subdivision Regulations and shall be subject to the approval of the County Engineer and the Director of Pollution Control. Retention/detention facilities shall be designed for the retention of the runoff, resulting from the first inch of rainfall, with detention of the runoff resulting from a 25 year, 24 hour storm (8.6") such that the peak rate of discharge is limited to redeveloped conditions. A soils report will be required from a certified soil laboratory for the retention area. Permeability test are required. Borings shall indicate AASHTO soils classification, gradation, determination of water table elevation (24 hour test), and anticipated wet/dry season fluctuation.\
 - 2) Retention/detention facilities shall be designed with a "dry bottom" with the exception of water features associated with the golf course.
 - 3) Compensating storage will be required for all fill material placed below the 100 year flood elevation. Minimum finished floor elevation is to be established at elevation 104 feet or 18 inches above centerline grade, whichever is greater. These elevations may need to be modified higher, taking into consideration septic tank drain field elevations. A detailed lot grading plan shall be required prior to construction plan approval.
- i. TRANSPORTATION:
- 1) The Final Development Plan will provide for unrestricted vehicular access for all residents of the Isleworth PD along the internal major collector road from Conroy-Windermere Road through East and West Villages to State Road 535.
 - 2) Chase Road:
 - *Chase Road will be a public road and within the project shall have 60 feet of dedicated right of way; additional right of way may be required for drainage facilities for a two-lane roadway. Dedication shall be at no cost to the County. The relocated road will be two lanes with 24 foot travel way and appropriate intersection construction at East and West Village collector roads.*

- *All golf cart crossings on public roads shall be grade separated.*
- *All improvements to Chase Road, internal to the project, will be accomplished prior to issuance of Certificate of Occupancy for the East Village.*

3) Off-Site Improvements:

- *The intersection of Main Street and Conroy-Windermere Road shall be signalized and a southbound left turn lane, a northbound right turn lane, and westbound left and right turn lanes shall be constructed by the Developer when warranted and determined by the Manual on Uniform Traffic Control Devices.*
- *Developer shall dedicate at no cost to the County eighty (80) feet of right of way from the centerline of Conroy-Windermere Road abutting the project in conjunction with the recording of plat for East Village.*
- *Full intersection improvements including traffic signal modification and turn lanes at Conroy Windermere Road and Apopka-Vineland Road intersection shall be completed prior to issuance of Certificates of Occupancy for East Village.*
- *Prior to proceeding with Development Plan for the West Village a traffic analysis will be provided identifying off-site impacts and proportionate Isleworth participation in the cost of any required four-laning of Conroy-Windermere Road from the main entrance of Isleworth to Kirkman Road must be assured.*
- *Dedication of access rights to Orange County for all lots adjacent to Conroy Road, Chase Road, and Winter Garden-Vineland Road (State Road-S.R. 535).*
- *Documentation of abandonment for the railroad right of way shall be submitted prior to approval for the Development Plan for the East Village.*
- *All roads shall be designed in accordance with the Manual on Uniform Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida and at the time of plan submittal, the engineer of record shall submit certification that the project complies with the minimum standards for street design. Traffic control signs and markings shall conform to the Manual on Uniform Traffic Control Devices.*
- *Swale drainage will be permitted only if the subgrade soil conditions are suitable as certified by a certified soils engineer and provided that the wet weather water elevation is at least two feet below the invert of the swales.*

- *The typical road cross section shall conform to County Standards and may include landscaping and signage. All signs, other than traffic signs, shall conform with the Orange County Zoning Resolution, Article XXII. Maintenance of landscaping and signage shall be the responsibility of the property owners association in accordance with the Developer's Agreement, or restrictive covenants as approved by the County Attorney.*

j. DEVELOPER'S AGREEMENT:

- 1) The Developer shall prepare a Developer's Agreement or restrictive covenants, recorded in the public records, to insure that the present and future property owners are aware that future assessments are to be made against all property owners within the project to insure maintenance of private roads, drainage and common areas. The Developer's Agreement shall contain language to insure that an organization is created for the purpose of managing the assessments against the property and providing the necessary maintenance for the systems listed above. This Developer's Agreement shall be submitted and approved by the Board prior to Development Plan approval as approved by the County Attorney.

k. MAINTENANCE BUILDINGS:

- 1) Maintenance buildings for the Golf Course and Club House that are to be located adjacent to off-site residential property are required to have a 25 foot landscaped or wall buffer.

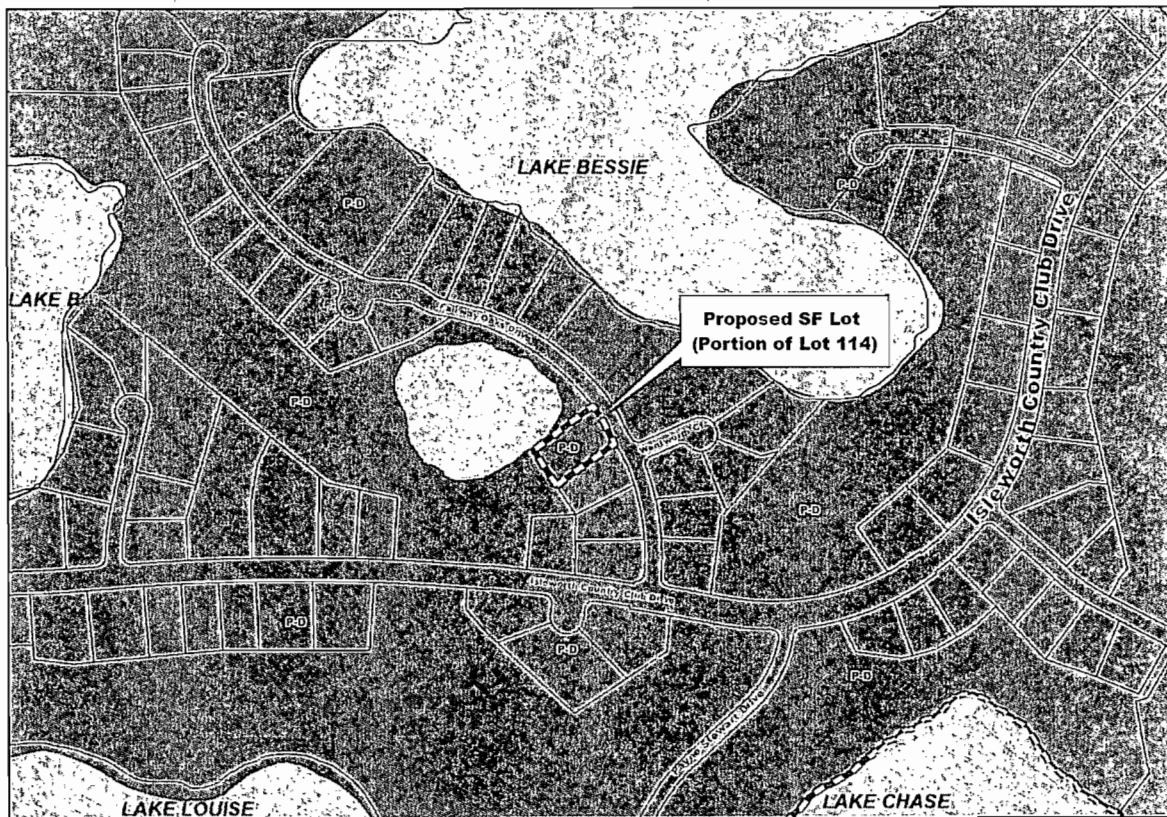
l. DEVELOPMENT OF REGIONAL IMPACT ISSUE:

- 1) Prior to submission of any Development Plan, any Preliminary Subdivision Plan or any other application for development permit, the Developer shall deliver to Orange County a binding letter of interpretation that the Isleworth PD is not a Development of Regional Impact (DRI) or shall have completed the DRI process under Chapter 380, Florida Statutes, in which case all conditions of approval for such DRI shall be incorporated in and Development Plan.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (October 4, 2011)


Upon a motion by Commissioner Boyd, seconded by Commissioner Brummer, and carried with all Commissioners present voting AYE (*Commissioner Russell was absent*), the Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by John Florio, Donald W. McIntosh Associates, Inc., Isleworth Planned Development (PD) Land Use Plan (LUP) (Case #CDR-11-04-107), to allow seven (7) Single-Family Residential lots to be used for golf course and associated purposes; which constitutes a substantial change to the development on the described property, subject to conditions.

ZONING MAP



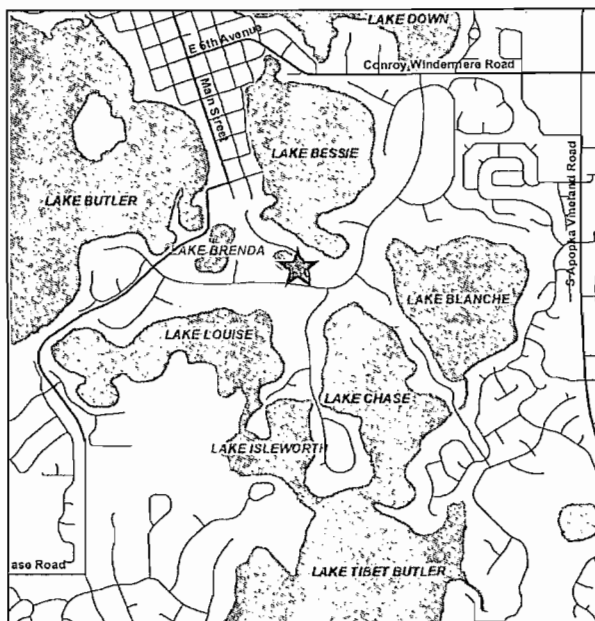
 Subject Property



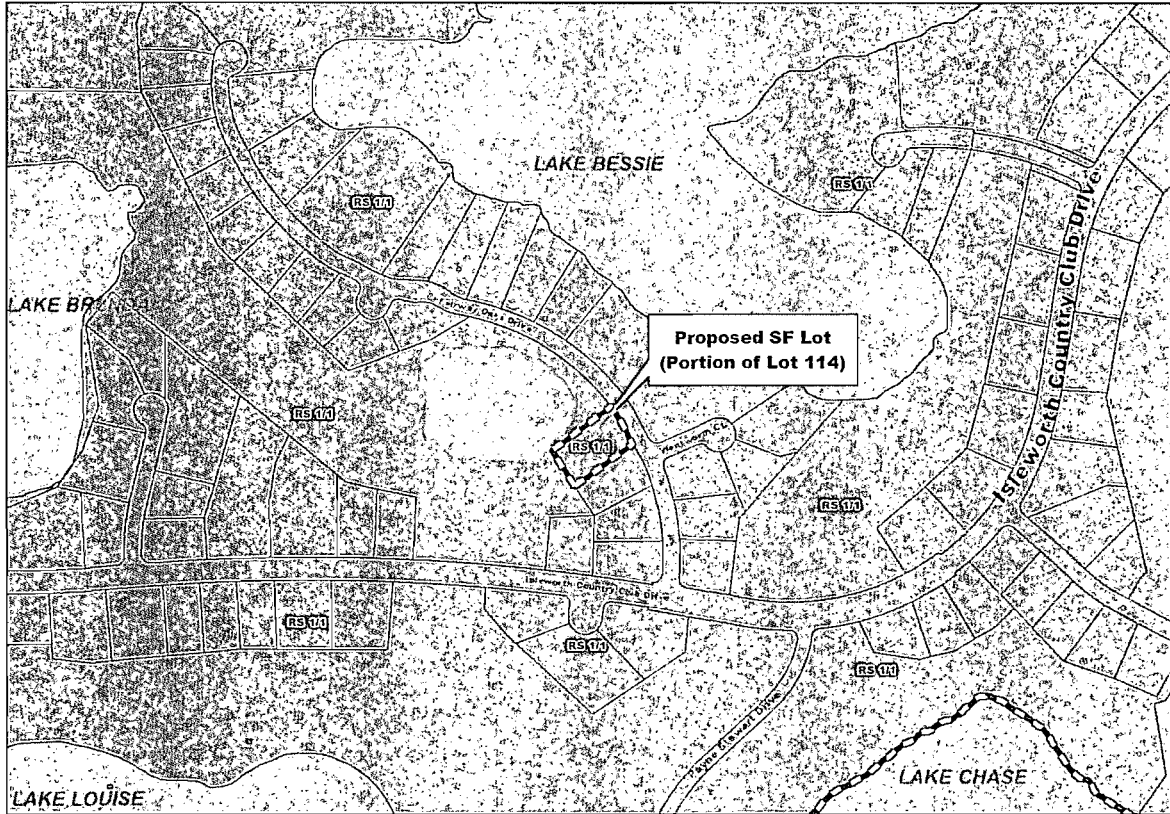
 Subject Property

Request: Substantial Change
 Applicant: John Florio
 District: # 1
 S/T/R: 16/23/28
 Tract Size: 0.62 Acre

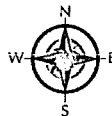
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FUTURE LAND USE MAP

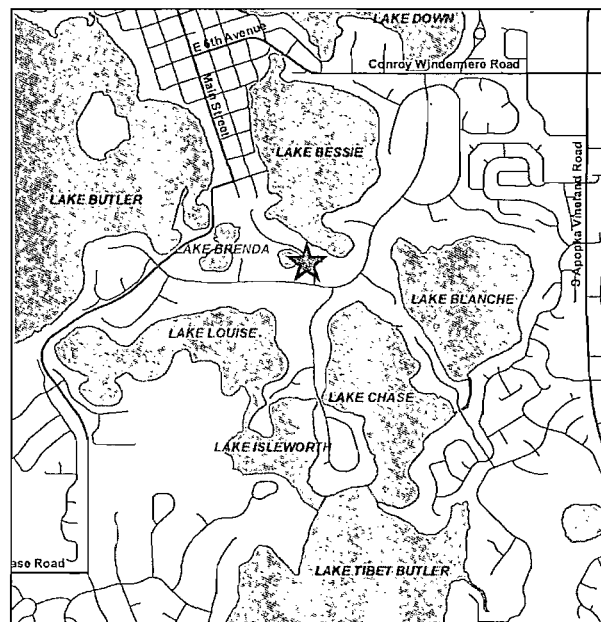


Subject Property



Subject Property

| | |
|--------------------|---------------------------|
| Request: | Substantial Change |
| Applicant: | John Florio |
| District: | # 1 |
| S/T/R: | 16/23/28 |
| Tract Size: | 0.62 Acre |
| 1:5,600 | |



Isleworth PD/LUP (7th Amendment)

DRAWING NO. 12-07000002-0001
SHEET 2 OF 2

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS
2215 FORT MEADE BLVD., SUITE 200
ORANGE, FLORIDA 32824

Isleworth P.D. - East
Orange County, Florida
Amendment to Approved LUP

| NO. | DATE | BY | DESCRIPTION |
|-----|----------|----|------------------|
| 1 | 10/10/12 | DW | PRELIMINARY PLAN |
| 2 | 10/10/12 | DW | FINAL PLAN |
| 3 | 10/10/12 | DW | FINAL PLAN |
| 4 | 10/10/12 | DW | FINAL PLAN |
| 5 | 10/10/12 | DW | FINAL PLAN |
| 6 | 10/10/12 | DW | FINAL PLAN |
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DEVELOPMENT PROGRAM ORIGINAL LAND USE PLAN

1. **Location:** 5000 Acres (5000 ± Acres)
2. **Address:** 5000 Acres (5000 ± Acres)
3. **City:** Orange
4. **County:** Orange
5. **Map:** 12-07000002-0001
6. **Scale:** 1" = 500'

APPROVED PLAN

PER MAY 25, 1995 AMENDMENT

The proposed land use plan was approved by the Board of County Commissioners on May 25, 1995.

BUILDING SETBACKS PER ORIGINAL PSP

| Setback | Requirement |
|---------|-------------|
| Front | 25 Feet |
| Rear | 10 Feet |
| Side | 10 Feet |
| Corner | 10 Feet |
| Water | 10 Feet |
| Power | 10 Feet |
| Other | 10 Feet |

DEVELOPMENT PROGRAM FOR LAND USE PLAN 4TH AMENDMENT

AMENDMENT DATA:

LAND USE PLAN

1. Land area: 5000 Acres
2. Location: 5000 Acres (5000 ± Acres)
3. City: Orange
4. County: Orange
5. Map: 12-07000002-0001
6. Scale: 1" = 500'

SETBACKS PER 4TH AMENDMENT

| Setback | Requirement |
|---------|-------------|
| Front | 25 Feet |
| Rear | 10 Feet |
| Side | 10 Feet |
| Corner | 10 Feet |
| Water | 10 Feet |
| Power | 10 Feet |
| Other | 10 Feet |

DEVELOPMENT PROGRAM FOR LAND USE PLAN 5TH AMENDMENT

AMENDMENT DATA:

LAND USE PLAN

1. Land area: 5000 Acres
2. Location: 5000 Acres (5000 ± Acres)
3. City: Orange
4. County: Orange
5. Map: 12-07000002-0001
6. Scale: 1" = 500'

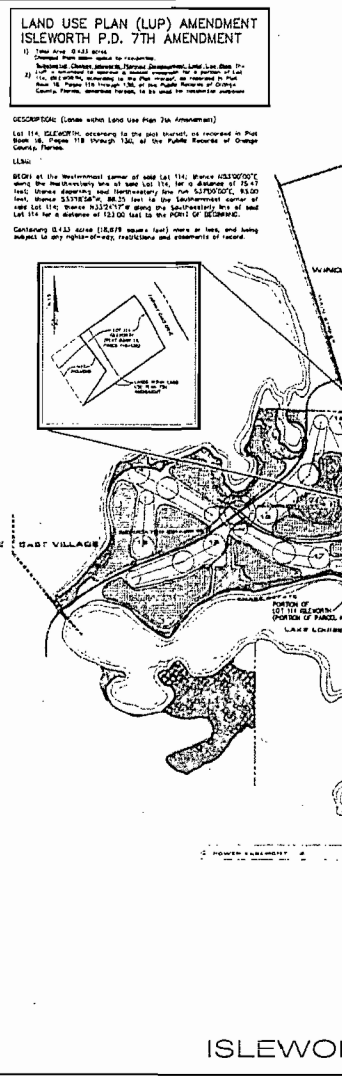
SETBACKS PER 5TH AMENDMENT

| Setback | Requirement |
|---------|-------------|
| Front | 25 Feet |
| Rear | 10 Feet |
| Side | 10 Feet |
| Corner | 10 Feet |
| Water | 10 Feet |
| Power | 10 Feet |
| Other | 10 Feet |

LAND USE PLAN (LUP) AMENDMENT ISLEWORTH P.D. 6TH AMENDMENT

LAND USE PLAN

1. Land area: 5000 Acres
2. Location: 5000 Acres (5000 ± Acres)
3. City: Orange
4. County: Orange
5. Map: 12-07000002-0001
6. Scale: 1" = 500'





Interoffice Memorandum

November 28, 2012

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

FROM: Jon V. Weiss, P.E., Director *J.V.W.*
Community, Environmental and Development
Services Department

**CONTACT PERSON: John Smogor, Chairman
Development Review Committee
407 836-5616**

SUBJECT: December 11, 2012 – Public Hearing
Rick Ortiz, Davidson Design Group, Case #CDR-12-07-137
ILH Interchange Center Planned Development / Land Use Plan
Substantial Change – District 1

Due to an error in the initially published newspaper advertisement for this request, this public hearing has been cancelled and rescheduled for December 18, 2012. A revised newspaper advertisement for the December 18, 2012, public hearing has been published, and all surrounding property owners within 1,500 feet of the subject property have been notified.

JVW/ODH

Attachment

CASE # CDR-12-07-137

Commission District: # 1

GENERAL INFORMATION

APPLICANT Rick Ortiz, Davidson Design Group, Inc.

OWNERS U.S. Bank National Association, Trustee; Diajef, LLC (*1/2 Int.*); Laurie Industries, LLC (*1/2 Int.*); 6730 Central Florida Parkway, LLC; 4900 Beech Place, LLC; and Orlando Vacation Suites II Condominium Association, Inc.; and Hilton Grand Vacations Development Company – Orlando

PROJECT NAME ILH Interchange Center Planned Development / Land Use Plan (PD/LUP) Amendment (*Substantial Change*)

HEARING TYPE Board of County Commissioners (BCC) Public Hearing

REQUEST To modify the existing PD conditions of approval to reflect the adoption of an "Order Approving the Rescission of the Development Order for the ILH Interchange Center Development of Regional Impact (DRI)" by the Board of County Commissioners on April 10, 2012; and to amend the PD/LUP to reflect the maximum development program permitted by the underlying Activity Center Mixed Use (ACMU) Future Land Use Map designation.

LOCATION Generally located south of the Central Florida Parkway, east and west of Westwood Boulevard, in District 1.

PARCEL ID NUMBERS 11-24-28-3829-00-010; 11-24-28-3829-00-020; 11-24-28-3829-00-021; 11-24-28-3829-00-022; 11-24-28-3829-00-023; 11-24-28-3829-00-030; 12-24-28-6422-01-001; 12-24-28-6422-02-001; 12-24-28-6422-03-010; 12-24-28-6422-03-021; 12-24-28-6422-03-022; 12-24-28-6422-99-999; 13-24-28-6424-01-001; 13-24-28-6424-02-001; 13-24-28-6424-03-001; 13-24-28-6424-04-001; 13-24-28-6424-05-001; 13-24-28-6424-06-001; 13-24-28-6424-07-001; 13-24-28-6424-08-001; 13-24-28-6424-09-001; and 13-24-28-6424-99-999

PUBLIC NOTIFICATION The notification area for this public hearing was 1,500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Twenty-nine (29) notices were mailed to surrounding property owners.

A community meeting was not required for the application.

TRACT SIZE ~77.35 gross acres
 ~67.36 net developable acres

IMPACT ANALYSIS

Land Use Compatibility

Through this request, the applicant is seeking to modify the existing PD conditions of approval to reflect the adoption of an Order Approving the Rescission of the Development Order for the ILH Interchange Center Development of Regional Impact (DRI) by the Board of County Commissioners on April 10, 2012; and to amend the PD/LUP to reflect the maximum development program permitted by the underlying Activity Center Mixed Use (ACMU) Future Land Use Map designation (shown below):

- Timeshare:** 60 units per acre / 4,043 units
- Hotel:** 60 units per acre / 4,043 units
- Commercial:** 0.34 F.A.R. / 997,925 square feet
- Office:** 1.5 F.A.R. / 4,402,609 square feet
- Residential:** 30 units per acre / 606 units (30% of net dev. area)

The proposed development program, as outlined above, is consistent with the previously applicable DRI-related development program and would not adversely impact any surrounding properties.

Comprehensive Plan Consistency

The ILH Interchange Center PD/LUP, as proposed, is consistent with the underlying Activity Center Mixed Use (ACMU) Future Land Use Map (FLUM) designation and all other applicable Goals, Objectives and Policies of the Orange County Comprehensive Plan.

Transportation / Concurrency

The proposed development program appears to be consistent with the original ILH Interchange Center Development of Regional Impact (DRI) Development Order (DO). Furthermore, the project is vested from transportation concurrency under Vested Rights Certificate #92-268.

STAFF RECOMMENDATION

DRC RECOMMENDATION (October 24, 2012)

Make a finding of consistency with the Comprehensive Plan and approve the substantial change to the ILH Interchange Center Planned Development / Land Use Plan (PD/LUP), subject to the following condition(s):

1. Development shall conform to the ILH Interchange Center PD Land Use Plan dated "Received October 15, 2012," 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, ordinance 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 zoning and the land use plan dated "Received October 15, 2012," the condition of approval shall control to the extent of such conflict or inconsistency.
2. A master signage plan for Lot 2 was previously approved with Lot 2 Master Infrastructure Development Plan. Additional signage within the PD shall comply with the standards set forth in Chapter 31.5, Article IV, Division (Tourist-Commercial); as may be amended from time to time. Billboards shall be prohibited.
3. All previous applicable BCC Conditions of Approval, dated November 1, 2011, shall apply:
 - a. 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.

- b. A waiver from Section 38-1287 (2), (3), and (4) is granted to allow for an internal lot line building setback of 0 feet in lieu of 30 feet, a side setback of 0 feet in lieu of 20 feet, and a side and rear paving setback, on interior lot lines only, of 0 feet in lieu of 7.5 feet.
4. All previous applicable BCC Conditions of Approval, dated October 8, 1990, shall apply:
- a. Approval of this project shall supersede previous land use approvals for these portions of the Central Florida Parkway P-D and Western Fun World P-D contained within the ILH Interchange Center DRI/P-D.
 - b. The following uses shall be prohibited in this project.
 - *Automobile dealerships and outdoor display of vehicles*
 - *Muffler shops*
 - *Mobile home and boat sales*
 - *Adult entertainment establishments*
 - c. A master drainage system shall be submitted for review prior to construction plan approval.
 - d. Wastewater service shall be obtained from Orange County, subject to County rate resolutions and ordinances. Any transfer of capacity shall be in accordance with the Sand Lake wastewater Allocation Rules. No construction plans will be approved until water and wastewater capacity is purchased and available. The on-site water and wastewater systems will not be Owned or maintained by Orange County.
 - e. In order to effectively monitor the functioning of the project's stormwater treatment system and its effects on conditions in receiving surface waters, the applicant or successors shall provide for the establishment and operation of a surface water monitoring program consisting of the following components:
 - 1) Surface water samples shall ,be collected at the following locations:
 - *At stations 1 and 4 in VWCD Canal C-1, as identified in the DRI ADA; and*
 - *In the on-site master, stormwater detention/conservation area, as depicted on Map G in the DRI/ADA.*
 - 2) Water quality samples 'and flow measurements shall be collected at least four times annually on a seasonal basis from the time of the Development Order to at least four years after construction buildout.

- 3) Water quality parameters to be measured at each location shall be determined by the South Florida Water Management District with input from Orange County and the Valencia Water Control District. The data to be collected should also include concurrent flow measurements (as applicable), with the collected data being furnished to the jurisdictional local government and the South Florida Water Management District. [RIL: 29F-1.091 '(2) (b) 1,5,6 FAC; CRPP: 19F-19.001, 38.3, 38.7, FAC; P: Meadow Wood Substantial Deviation DRI #688-05]

- f. If the stormwater management measures implemented by the applicant are found to adversely impact water quality and/or quantity conditions on or downstream of the project site, the applicant or successors will take appropriate actions, including the incorporation of additional water quality treatment and/or water management methods into the project's surface drainage system if necessary, to correct the deficiencies and/or mitigate any identified degradation resulting from the project's facilities. [RIL: 29F-1.091, (4) (b) (a), FAC; CRPP:29F-19.001, 39.4, 39.6, 43.1, FAC; P: Formosa Gardens DRI #689-07].

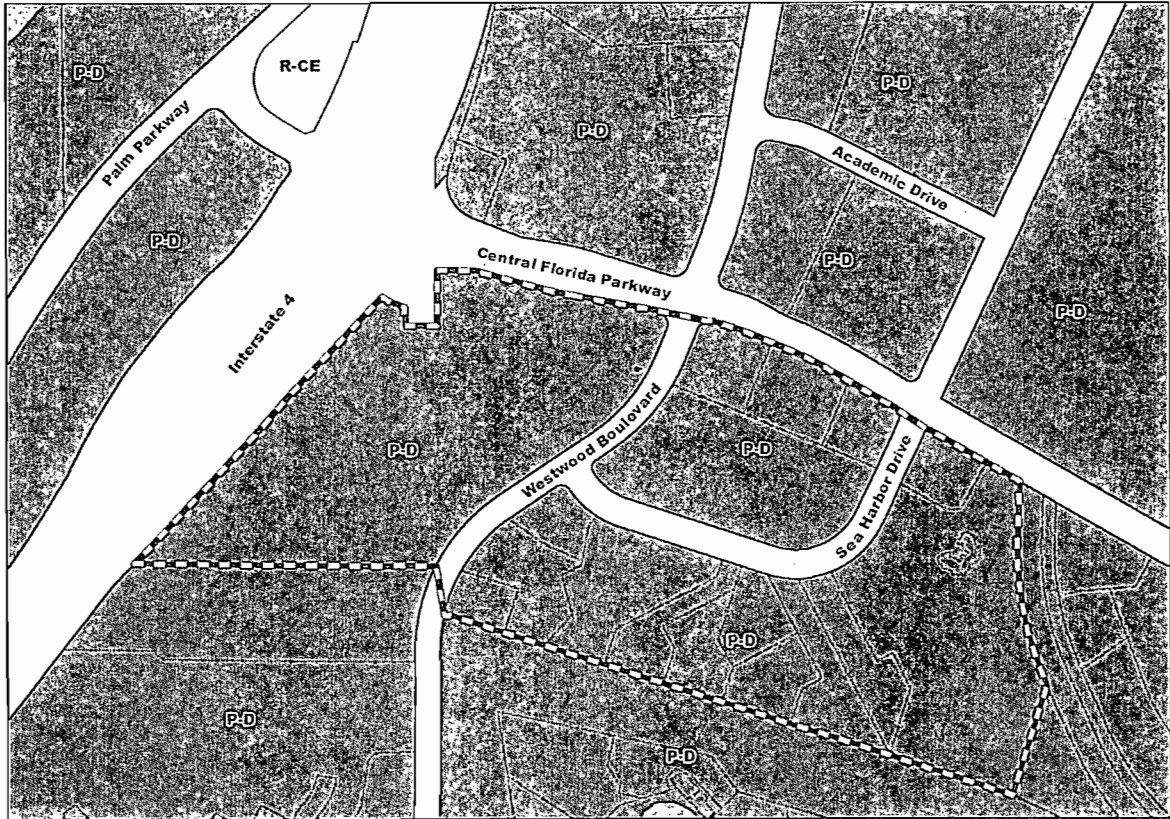
- g. The applicant shall ensure that adequate and safe pedestrian facilities will be constructed on the site which allow for movement between the project and the adjacent Sea World attraction and International Drive. Bicycles shall be considered in the design of new or approved roadway facilities and bicycle storage facilities shall be provided on site.

- h. To promote the provision of housing for project employees that is reasonably accessible to the site, the developer shall participate in then applicable County ordinances relating to the affordable housing program to be adopted by Orange County. [RIL: 29F-1.091 (6), FAC; Chapter 380.06 (12) (a), Florida statutes: CRPP: 29F-19.001, 19.1, FAC]

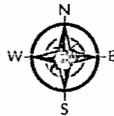
PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION *(April 10, 2012)*

Upon a motion by Commissioner Brummer, seconded by Commissioner Martinez, and carried with all Commissioners voting AYE, the Board approved the County Consent Agenda which included the adoption of an Order Approving the Rescission of the Development Order for the ILH Interchange Center Development of Regional Impact.

ZONING MAP



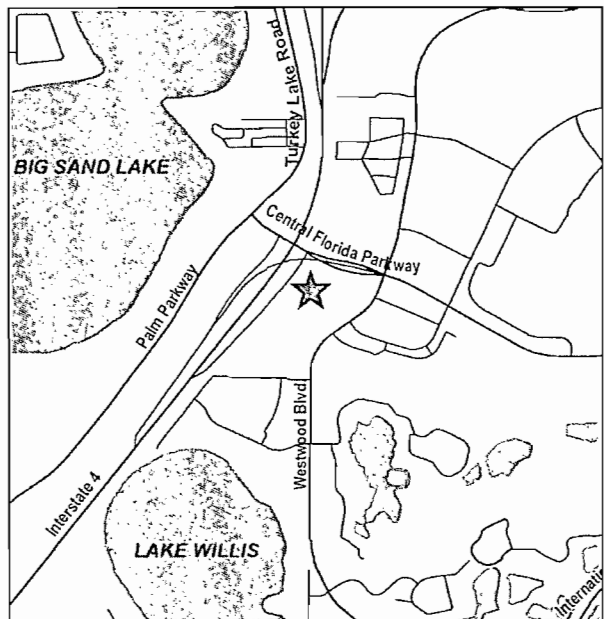
Subject Property



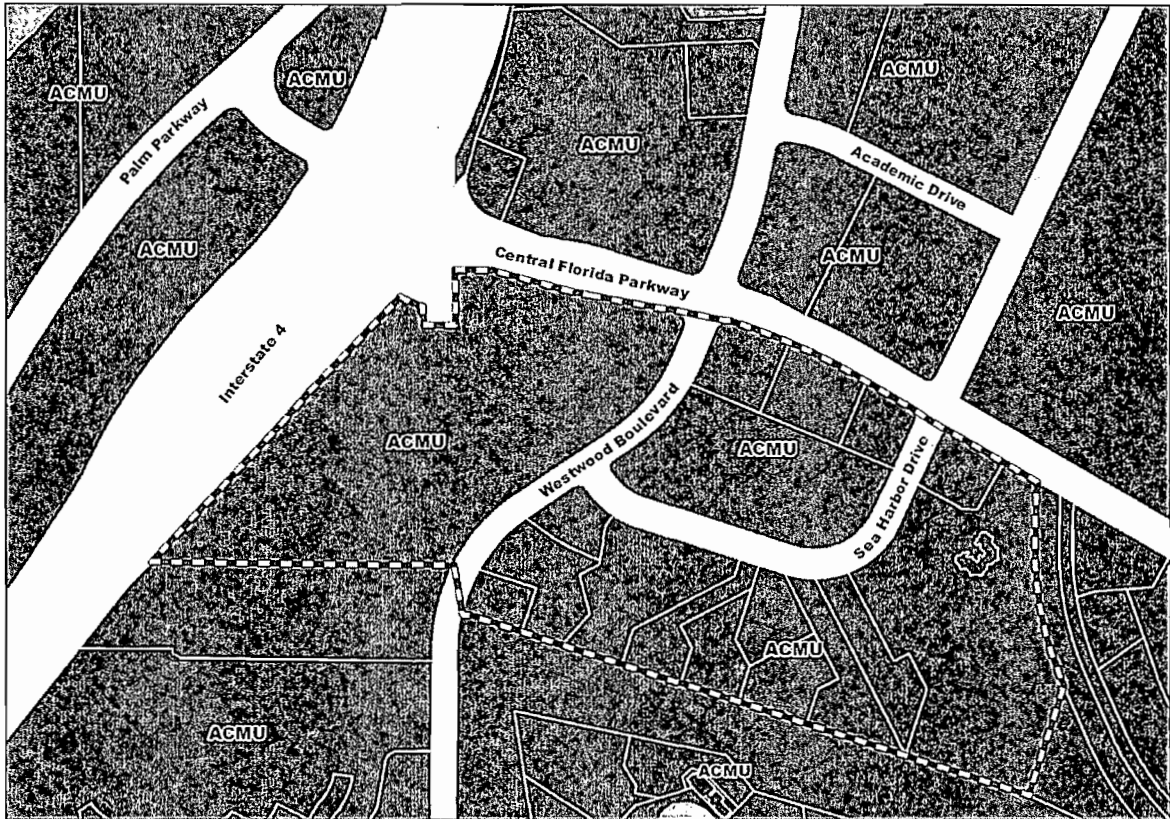
Subject Property


Request: Substantial Change
 Applicant: Rick Ortiz
 District: # 1
 S/I/T/R: 11/24/28
 Tract Size: 77.35 Acres

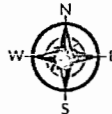
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FUTURE LAND USE MAP



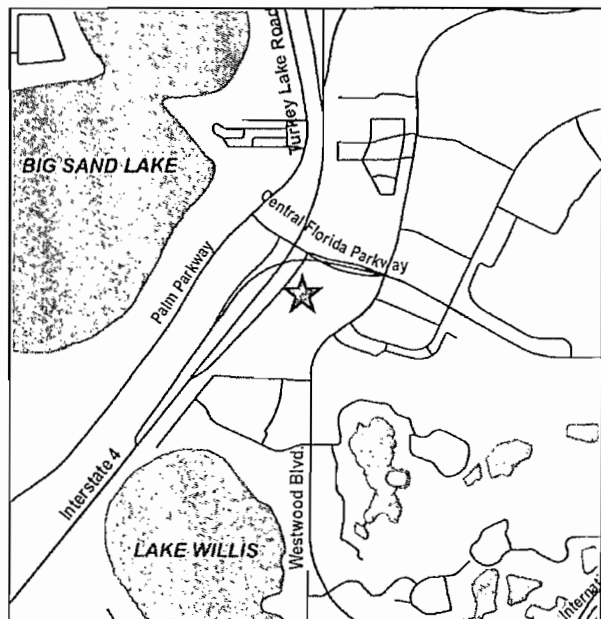
 Subject Property



 Subject Property

Request: Substantial Change
 Applicant: Rick Ortiz
 District: # 1
 S/T/R: 11/24/28
 Tract Size: 77.35 Acres

1:7,000





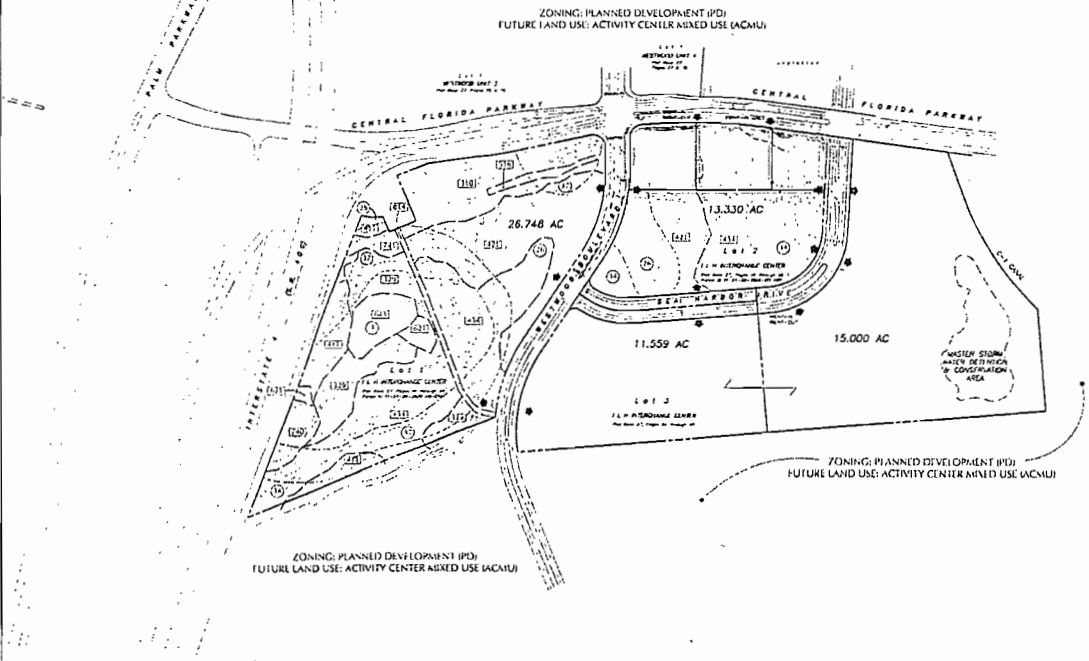
VICINITY MAP
Section 12 - Township 24 S - Range 28 E

SOIL CLASSIFICATIONS AND HYDROLOGIC GROUP

| SOIL TYPE | HYDROLOGIC GROUP |
|-----------|------------------|
| 1 | U |
| 2 | B |
| 3 | C |
| 4 | D |

FELUCY CODE AND DESCRIPTION

| FELUCY CODE | DESCRIPTION |
|-------------|--------------------------|
| 1101 | WATERWAY |
| 1102 | WATERWAY WITH BRUSH |
| 1103 | WATERWAY WITH VEGETATION |
| 1104 | WATERWAY |
| 1105 | WATERWAY WITH BRUSH |
| 1106 | WATERWAY WITH VEGETATION |
| 1107 | WATERWAY |
| 1108 | WATERWAY WITH BRUSH |
| 1109 | WATERWAY WITH VEGETATION |
| 1110 | WATERWAY |
| 1111 | WATERWAY WITH BRUSH |
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| 1196 | WATERWAY WITH VEGETATION |
| 1197 | WATERWAY |
| 1198 | WATERWAY WITH BRUSH |
| 1199 | WATERWAY WITH VEGETATION |
| 1200 | WATERWAY |



- Notes:
- The application is an amendment to the previously approved Land Use Plan.
 - The existing zoning is PD - ILH Interchange Center. No zoning change is proposed. Approval of the land use plan amendment shall supersede previous land use approvals for the ILH Interchange Center DR/PPD.
 - A site specific development plan is not being processed at this time. Development shall comply with the standards set forth in Chapter 28, Article VIII, Division 4, Subdivision II - Tourist Commercial.
 - Land use: A future land use plan which would provide for the development on the property with the full range of uses which are permitted under the Activity Center Mixed Use (ACMU) land use designation. Specific uses, densities and setbacks as outlined under policies 1.1.3 and 1.1.4 of the International Drive Activity Center Strategic Development Plan shall apply to any proposed development. Prohibited uses are those also listed under Policy 1.1.6.
 - Wastewater service shall be obtained from Orange County, subject to County rate resolutions and ordinances. Any sanitor of capacity shall be in accordance with the sand lake wastewater allocation rules. No construction permits shall be issued until water and wastewater capacity is available and purchased. (Please note water will be provided for irrigation by Orange County). The onsite water and wastewater system will not be owned or maintained by Orange County.
 - None of this property is located in the 100-year flood plain based upon FEMA 100-year flood maps.
 - The location of access points have been previously approved and are shown on this plan.
 - Any additional right-of-way or right-of-access requests must meet the access criteria in Chapter 30, Article VIII Division 4, Subdivision II.
 - A master signage plan for Lot 2 was previously approved with the Lot 2 Master Infrastructure Development Plan. Additional signage within the PD shall comply with the standards set forth in Chapter 31.5, Article IV, Division 2, as may be amended from time to time.
 - A certified landscape plan shall be prepared by a landscape architect registered in the State of Florida for any developments within the PD and shall be labeled as either a "40-40-20 Plan" or a "Florida Friendly Plan". See Sec. 24-40(1) for general submittal requirements, Sec. 24-40(1)(f) for 40-40-20 Plan requirements, and Sec. 24-4(1)(2) for Florida Friendly Plan requirements. A permanent irrigation plan certifying that irrigation shall be designed and installed to conform to Chapter 31, Sec. 601-4(1) of the Orange County Code.

SITE DATA:

| | |
|---|-----------------------------|
| Total property area within PD | 77.35 ac |
| Stormwater Treatment & Conveyance area: | 5.98 ac |
| See Harbor Road and R.O.W. | 3.90 ac |
| Net Developable Area within PD: | 67.39 ac |
| Development Density Criteria per ID 1.1.4 | |
| Time/Area: | 60 DU/ac |
| Hot: | 60 DU/ac |
| Commercial: | 0.34 F.A.R. |
| Office: | 1.5 F.A.R. |
| Roadside: | 30% of Net Developable area |
| Setbacks: | 60 DU/ac = 606 units |

| | |
|--------------------------|--|
| Interstate 4: | 75 feet |
| Building Setback: | 20 feet |
| Paramount Setback: | |
| Central Florida Parkway: | 60 feet |
| Building Setback: | 25 feet |
| Paramount Setback: | |
| Westwood Boulevard: | 40 feet |
| Building Setback: | 20 feet |
| Paramount Setback: | |
| See Harbor Drive: | 40 feet |
| Building Setback: | 20 feet |
| Paramount Setback: | |
| PD Perimeter: | 25 feet |
| Building Setback: | 7.5 feet (with lot lines) or 5 feet (per lot line) |
| Interlot Lot Lines: | |

Building Height:
Building heights shall comply with the current commercial development standards unless a specific height is established by the Board of County Commissioners. Any building height over 200 feet will require FAA approval.

Impervious Coverage:
The maximum impervious coverage shall not exceed seventy (70) percent of the net lot area within the PD.

Open Space:
Open space shall be provided per the requirements of Section 28-1234 of the Orange County Code.



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| | |
|---------|-----------------------------|
| DATE | 12/11/2012 |
| BY | DAVIDSON DESIGN GROUP, INC. |
| FOR | ILH INTERCHANGE CENTER PD |
| PROJECT | ORANGE COUNTY, FLORIDA |

LAND USE PLAN
ILH INTERCHANGE CENTER PD
ORANGE COUNTY, FLORIDA

| | |
|---------|-----------------------------|
| DATE | 12/11/2012 |
| BY | DAVIDSON DESIGN GROUP, INC. |
| FOR | ILH INTERCHANGE CENTER PD |
| PROJECT | ORANGE COUNTY, FLORIDA |

ILH Interchange Center PD/LUP

Orange County Planning Division
DRC Staff Report
BCC Hearing Date: December 11, 2012