



Interoffice Memorandum

July 16, 2018

AGENDA ITEM

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

THRU: Lonnie C. Bell, Jr., Director *Lonnie C. Bell*
Family Services Department

FROM: Jason Reynolds, AICP, Administrator
Neighborhood Preservation and Revitalization Office
407-836-5547

SUBJECT: Consent Agenda Item – July 31, 2018
Hiawassa Highlands Wall

In March 2017, a resident from the Hiawassa Highlands Neighborhood Association contacted Commissioner Victoria P. Siplin's Office for assistance with repairing their damaged wall. The wall, located at the intersection of North Hiawassee Road and Laurel Hill Drive, is leaning towards the sidewalk. The Hiawassa Highlands residents are concerned that the wall will fall, potentially injuring one of the many pedestrians traversing that area. Staff from Commissioner Siplin's Office contacted the Neighborhood Preservation and Revitalization Office to inquire about using the Neighborhood Pride Grant to repair the wall.

Staff assessed the wall and initially suggested the neighborhood apply for a Wall Repair Grant, which funds projects up to \$20,000 to repair damaged walls. Staff conducted an additional assessment, with the assistance of a general contractor, and determined that the repairs needed for the wall far exceeded the amount offered by the Wall Repair Grant. During the follow up visits to the wall, staff observed people walking on the sidewalk and retaining wall adjacent to the damaged wall and noticed the damaged wall was being held in place by wiring from a chain link fence. Additionally, many of the pedestrians walking on the sidewalk and retaining wall adjacent to the damaged wall were students from nearby schools.

Staff from the Public Works Department, Family Services Department, and County Administration analyzed the wall and determined that the condition of the wall is a risk to public safety. A structural and geotechnical engineer conducted a study and the following is being recommended:

- Remove and replace a portion of the affected wooden fence
- Stabilize the soil around the affected property
- Coordinate with overhead and underground utilities to remove 4 trees
- Demolish and reconstruct the portion of the damaged wall and footer

The cost to complete this work is \$80,000. A general contractor/construction company will perform the work.

This information was presented at a Hiawassa Highlands Neighborhood Association community meeting on June 7, 2018. The residents of the neighborhood overwhelmingly support this course of action.

Adequate funds are in the Neighborhood Preservation and Revitalization Office's budget for this project.

ACTION REQUESTED: Approval and execution of Right of Entry and Hold Harmless Agreement by and between Noormohamed Akbar and Orange County and authorize staff to fund the repairs to the damaged wall at Hiawassa Highlands Neighborhood Association (\$80,000). District 6.

JR/kdj:jam

Attachment

- c: Randy Singh, Assistant County Administrator, County Administration
- Mark Massaro, P.E., Director, Public Works Department
- Deodat Budhu, P.E., Manager, Roads and Drainage Division
- Mehul J. Parekh, P.E., Chief Engineer, Roads and Drainage Division
- Antwan Nelson, Senior Program Coordinator, Neighborhood Preservation and Revitalization Office

BCC Mtg. Date: July 31, 2018

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT, is entered into by and between Noormohamed Akbar (the "Owner"), 7005 Laurel Hill Drive, Orlando, Florida 32818, and Orange County, (the "County"), 201 South Rosalind Avenue, Orlando, Florida 32801.

WHEREAS, the Owner owns certain real property located in Orange County, Florida, more particularly described as:

Parcel # 14-22-28-3530-04-230 (the "Property"); and

WHEREAS, the Owner and the County acknowledge that there is a need for renovation of the wall located at the intersection of Hiawassee Road and Laurel Hill Drive; and

WHEREAS, the County has agreed to remove and replace existing wooden fence, stabilize the soil around the house to avoid damage to foundation, coordinate with overhead and underground utilities for tree removal, remove four (4) trees, and demolish the existing wall/footer and reconstruct the wall and footer (the "Improvements"); and

WHEREAS, the County will need to enter the Property to construct the Improvements; and

WHEREAS, in consideration for the County's construction of the Improvements, the Owner has agreed to grant the County the right to enter the Property and has agreed to indemnify the County from any liability or claims resulting from the construction of the Improvements.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Incorporation of Recitals.* The above recitals are true and correct and are hereby incorporated in this Agreement.
2. *Construction Improvements.* The County hereby agrees it will construct the Improvements as described within thirty days of execution of the Agreement.
3. *Right of Entry.* The Owner hereby grant the County and its employees and agents the right to enter the Property for the purpose of constructing the Improvements effective immediately upon execution of this agreement and terminating upon completion of the Improvements, as determined by the County.

4. *Indemnification.* The Owner shall indemnify and hold harmless the County and its employees and agents from any and all liability, loss or damage, whether monetary or otherwise, which the Owner and any third party should suffer as a result of any claims, demands, costs, or judgements against and arising out of any of the activities under the terms of this Agreement, including any damage sustained to land or otherwise, pursuant to the design or construction of the Improvements or entry on the Property by the County or its employees or agents.

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By:

Teresa Jacobs
Teresa Jacobs,
Orange County Mayor

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

BY:

Kari Mues
Deputy Clerk



OWNER

Noormohamed Akber
Noormohamed Akber

7/9/18
Date

WITNESSES:

Venita Noormohamed, V. Noormohamed
Print Name

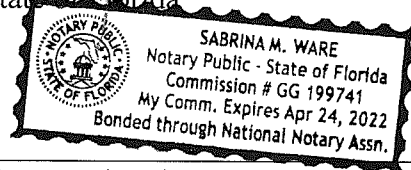
July, 9, 2018
Date

Antwan Nelson Ant
Print Name

7/9/18
Date

The foregoing instrument was acknowledged before me this 9th day of July, 2018, by AKBAR NOORMOHAMED, who is personally known to me or who has produced his identification.

Sabrina M. Ware
Signature of Notary Public
State of Florida



Notary Printed Name or Stamp

My Commission Expires: 4/24/2022