

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

## **TUESDAY, MAY 10, 2016**

### MEETING STARTS AT 9:00 a.m.

- Invocation District 3
- Pledge of Allegiance
- Public Comment\*

## I. CONSENT AGENDA

### A. COUNTY COMPTROLLER

- 1. Approval of the minutes of the March 15, 2016 meeting of the Board of County Commissioners. (Clerk's Office) Page 16-56
- 2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. (Finance/Accounting) Page 16
- 3. Disposition of Tangible Personal Property as follows: (Property Accounting)
  Page 16, 57
  - a. Return leased equipment to vendor
  - b. Scrap assets

### B. COUNTY ADMINISTRATOR

- 1. Approval of the Membership and Mission Review Board's recommendations for the following advisory board appointments and reappointments: (Agenda Development Office) Page 58
  - A. **Environmental Protection Commission:** Appointment of Mark A. Ausley to succeed John Miklos in the conservation organization representative category with a term expiring December 31, 2017. **Page 59-60**
  - B. International Drive CRA Advisory Committee: Reappointment of Philip Caronia in the Mayor's representative category and the appointment of Melanie Becker to succeed Thomas D. Smith in the Universal Boulevard Property Owners Association, Inc. representative category with terms expiring January 1, 2018. Page 61-62

### 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.

## I. CONSENT AGENDA (Continued)

## B. COUNTY ADMINISTRATOR (Continued)

- 2. Confirmation of the appointment of Paul D. Seago to the Membership and Mission Review Board as the District 2 representative with a term expiring December 31, 2016. (Agenda Development Office) Page 63
- 3. Approval of the revisions and additions to the current Orange County Policy 405 Use of County Property and Information. (Human Resources Division) Page 64-66
- 4. Approval and execution of A Resolution of the Board of County Commissioners of Orange County, Florida approving for the purposes of Sections 125.01(1)(z) and 159.47(1)(f) of the Florida Statutes, as amended, the issuance of Orange County Industrial Development Authority Refunding Revenue Bonds (Faith Assembly of God of Orlando, Inc. Project), Series 2016, in an aggregate principal amount not to exceed \$14,000,000; and providing for an effective date. (Industrial Development Authority) Page 67-72
- 5. Approval of Ratification of payment of Intergovernmental claims of March 31, 2016 and April 14, 2016 totaling \$832,688.24. (Risk Management Division) Page 73

### C. ADMINISTRATIVE SERVICES DEPARTMENT

- 1. Approval to award Invitation for Bids Y16-190-PD, Right-of-Way Mowing Apopka Area, Section I, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC. The estimated annual contract award amount is \$262,400. ([Public Works Department Roads and Drainage Division] **Procurement Division**) Page 74-77
- 2. Approval to award Invitation for Bids Y16-191-PD, Right-of-Way Mowing Apopka Area, Section II, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC. The estimated annual contract award amount is \$280,400. ([Public Works Department Roads and Drainage Division] **Procurement Division**) Page 78-81
- 3. Approval to award Invitation for Bids Y16-1008-PD, Rental of Rigging Equipment, to the low responsive and responsible bidder, Christie Lites Orlando, LLC. The estimated contract amount is \$160,000 for a 1-year term. ([Convention Center] Procurement Division) Page 82-84
- 4. Approval to award Invitation for Bids Y16-1013-JS, Hydrofluosilicic Acid, to the low responsive and responsible bidder, Harcros Chemicals, Inc. The estimated contract award amount is \$191,380 for a 1-year term. ([Utilities Department Water Division] Procurement Division) Page 85-87

## I. CONSENT AGENDA (Continued)

## C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

- 5. Approval to award Invitation for Bids Y16-1014-JS, Sodium Hypochlorite, to the low responsive and responsible bidder, Allied Universal Corporation. The estimated contract award amount is \$1,120,000 for a 1-year term. ([Utilities Department Water Division] Procurement Division) Page 88-90
- 6. Approval to award Invitation for Bids Y16-1033-TA, Supply and Delivery of Sod, to the low responsive and responsible bidder, Travis Resmondo Sod, Inc. The estimated contract award amount is \$436,000 for a 1-year term. ([Public Works Department Roads and Drainage Division] **Procurement Division) Page 91-92**
- 7. Approval to award Invitation for Bids Y16-1045-JS, Emergency and Temporary HVAC Equipment Rental and Installation Services, to the low responsive and responsible bidder, Portable Air, LLC. The estimated contract award amount is \$188,982 for a 1-year term. ([Administrative Services Department Facilities Management Division] **Procurement Division) Page 93-94**
- 8. Approval to award Invitation for Bids Y16-732-CC, Barnett Park Administration Building Skylight Replacement, to the low responsive and responsible bidder, Close Construction, LLC. The total contract award amount is \$266,445 (Alternate Bid). ([Administrative Services Department Capital Projects Division] Procurement Division) Page 95-98
- 9. Approval to award Invitation for Bids Y16-744-RM, Orange County Convention Center West Building Dining Hall C Renovations, to the low responsive and responsible bidder, Axios Construction Services, LLC. The total contract award amount is \$1,194,948. ([Convention Center Capital Planning Division] Procurement Division) Page 99-103
- 10. Approval of Purchase Order M78336, Jerome H2S Monitoring Systems, which includes all software, radios, filers and anemometers, with Arizona Instrument LLC, in the amount of \$116,875. ([Utilities Department Solid Waste Division] Procurement Division) Page 104
- 11. Approval of renewal of Software Support and Annual Maintenance for Oracle Applications and Databases, with Oracle USA, Inc., in the amount of \$541,339 for the period of May 31, 2016 through May 30, 2017. ([Office of Accountability Information Systems and Services Division] **Procurement Division) Page 105**
- 12. Selection of Atlantic Housing Partners, L.L.P./Southern Affordable Development L.L.C. for negotiation and award of a Multi-Family Affordable Housing Developers Agreement, under Request for Proposals Y16-613-PD. ([Community, Environmental and Development Services Department Housing and Community Development Division] **Procurement Division) Page 106-108**

## I. CONSENT AGENDA (Continued)

## C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

- 13. Approval and execution of First Amendment to Ground Lease between Orange County and State of Florida, Department of Juvenile Justice and delegation of authority to the Real Estate Management Division to exercise renewal option, if needed, for ground space for Juvenile Justice Facility, Lease #5022, 3150 39<sup>th</sup> Street, Orlando, Florida. District 6. (Real Estate Management Division) Page 109-110
- 14. Approval of Agreement and Utility Easement between Kimzay of Florida, Inc. and Orange County and authorization to disburse funds to pay all recording fees and record instrument for Pump Station No. 3201 (Old Cheney Hwy). District 5. (Real Estate Management Division) Page 111-112
- 15. Approval of Subordination of Encumbrances to Property Rights to Orange County from Bank of America, N.A. and authorization to disburse funds to pay recording fees and record instrument for Sea World Water Meter Easement. District 1. (Real Estate Management Division) Page 113-114
- 16. Approval of Contract for Sale and Purchase and Special Warranty Deed from the University of Florida Foundation, Inc. to Orange County and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing for Fire Station 68 (Invest). District 3. (Real Estate Management Division) Page 115-116

### D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval and execution of the Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 1, 2, 3, 5, and 6. (Code Enforcement Division) Page 117-119

LC 15-1623	LC 16-0259	LC 16-0357	LC 16-0306	LC 16-0248
LC 16-0165	LC 16-0262	LC 16-0224	LC 16-0090	LC 16-0249
LC 16-0167	LC 16-0311	LC 16-0274	LC 16-0121	LC 16-0253
LC 16-0197	LC 16-0313	LC 16-0291	LC 16-0185	LC 16-0256
LC 16-0207	LC 15-1685	LC 16-0300	LC 16-0187	LC 16-0278
LC 16-0213	LC 16-0069	LC 16-0303	LC 16-0233	LC 16-0281
LC 16-0237	LC 16-0295	LC 16-0304	LC 16-0241	LC 16-0282
LC 16-0238	LC 16-0299	LC 16-0305	LC 16-0247	LC 16-0285

2. Acceptance of Recommendation of the Environmental Protection Commission to approve the request for an after-the-fact variance to Section 15-342(g) (enclosed dock) for Faye H. Stanford, After-the-Fact Dock Construction Permit BD-14-09-110. District 1. (Environmental Protection Division) Page 120-125

## I. CONSENT AGENDA (Continued)

# D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT (Continued)

- 3. Approval and execution of Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility by and among Orange County, Florida and Independence Community Association, Inc., and execution of Exhibit "D" Escrow Agreement. District 1. (Environmental Protection Division) Page 126-147
- 4. Note: This item will be pulled to be heard with Public Hearing E.11
  Approval and execution of First Amendment to Adequate Public Facilities
  Agreement for Zanzibar PD by and between Zanzibar Properties, LLC and
  Orange County. District 1. (Planning Division) Page 148-155
- 5. Approval and execution of Proportionate Share Agreement for Windermere Business Plaza Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Taborfield Avenue by and between Windermere Business Plaza, LLC and Orange County for a proportionate share payment in the amount of \$53,015. District 1. (Roadway Agreement Committee) Page 156-168
- 6. Approval and execution of Proportionate Share Agreement for Bank of America, Lakeside Village South PD Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Taborfield Avenue by and between Lakeside II Partners, LLC and Orange County for a proportionate share payment in the amount of \$53,015. District 1. (Roadway Agreement Committee) Page 169-180
- 7. Approval and execution of Second Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement Innovation Way and Beachline Expressway by and among Suburban Land Reserve, Inc., Orange County, Florida and Central Florida Expressway Authority to modify the terms. District 4. (Roadway Agreement Committee) Page 181-211

### E. FAMILY SERVICES DEPARTMENT

- 1. Acceptance of University of Florida's appointment of Ms. Amy Vu as Orange County Extension Agent I, Residential Horticulture. All Districts. (Cooperative Extension Division) Page 212-220
- 2. Approval of May 2016 Neighborhood Pride Sign Grants as recommended by the Neighborhood Grants Advisory Board for Chatham Woods (\$3,500) and Dommerich Hills 4<sup>th</sup> Addition (\$5,000). Districts 2 and 5. (Neighborhood Preservation and Revitalization Division) Page 221-224
- 3. Approval of the May 2016 Neighborhood Pride Mini-Grant as recommended by the Neighborhood Grants Advisory Board for Shenandoah Park (\$1,500). District 3. (Neighborhood Preservation and Revitalization Division) Page 225-228

## I. CONSENT AGENDA (Continued)

## E. FAMILY SERVICES DEPARTMENT (Continued)

- 4. Approval of the May 2016 Neighborhood Pride Capital Improvement Grant as recommended by the Neighborhood Grants Advisory Board for Skycrest Civic Association, Inc. (\$10,000). District 3. (Neighborhood Preservation and Revitalization Division) Page 229-231
- 5. Approval of the April 2016 Business Assistance for Neighborhood Corridors Program grants for Florida Van Rentals, Inc. (\$5,000), Delice Services and Insurance (\$4,156), Ruby's Little Creations (\$5,000), and Little Angels Childcare and Learning Center (\$5,000). Districts 3 and 6. (Neighborhood Preservation and Revitalization Division) Page 232-236
- 6. Approval of May 2016 Neighborhood Pride Entranceway Grants as recommended by the Neighborhood Grants Advisory Board for Woodbury Park HOA (\$3,000) and Oak Park HOA of Orange County, Inc. (\$2,500). Districts 4 and 6. (Neighborhood Preservation and Revitalization Division) Page 237-240

### F. PUBLIC WORKS DEPARTMENT

- 1. Authorization to record the plat of Lake Hart Storage and Nona Car Wash Facility. District 4. (Development Engineering Division) Page 241
- 2. Approval to construct speed humps on Mendelin Street. District 2. (Traffic Engineering Division) Page 242-244
- 3. Approval to install a "No Parking" zone on both sides of Sandy Lane Drive from Hiawassee Road to 2267 Sandy Lane Drive. District 6. (Traffic Engineering Division) Page 245-249
- 4. Approval and execution of Homeowner's Association Agreement for Turnbury Woods Subdivision Traffic Control Devices by and between Turnbury Woods Homeowners Association, Inc. and Orange County, Florida, that provides for the Association to maintain decorative street name and traffic control signposts. District 1. (Traffic Engineering Division) Page 250-258

## I. CONSENT AGENDA (Continued)

## G. UTILITIES DEPARTMENT

- 1. Approval and execution of First Amendment to the Agreement Between the St. Johns River Water Management District and Orange County, D/B/A Orange County Utilities for Malcom Road Minimized Impact/Lower Floridan Wells Project Contract #28087 Amendment #1 by and between the Governing Board of the St. Johns River Water Management District and Orange County, Florida, a Charter County and Political Subdivision of the State of Florida D/B/A Orange County Utilities for the Malcolm Road Minimized Impact/Lower Floridan Wells Project, and delegation of authority to the County Administrator to approve scheduling or other administrative changes and execute any further minor amendments to the agreement which do not affect the total aggregate amount of the budget or intent of the project. District 1. (Administration) Page 259-265
- 2. Approval and execution of Utility Adjustment Agreement by and between Orange County and the Central Florida Expressway Authority for necessary reclaimed water utility work as part of construction project #528-313 (SR 528 Innovation Way Interchange) in the amount of \$2,014,008. District 4. (Administration) Page 266-303

## II. INFORMATIONAL ITEMS\*\*

### A. COUNTY COMPTROLLER

- 1. Receipt of the following items to file for the record: (Clerk's Office)
  Page 304
  - a. Notice of Application for Transfer Utility Assets and Water Certificate given on April 5, 2016, by Oak Springs MHC, LLC.
  - b. Minutes of the January 25, 2016, East Park Community Development District.
  - c. Florida Public Service Commission Final Order Acknowledging Corporate Reorganization and Approving Name Change. In re: Joint application for acknowledgement of corporate reorganization and request for approval of name changes on water and/or wastewater certificates of Cypress Lakes Utilities, Inc. in Polk County; Utilities, Inc. of Eagle Ridge in Lee County; Utilities, Inc. of Florida in Marion, Orange, Pasco, Pinellas, and Seminole Counties; Labrador Utilities, Inc. in Pasco County; Lake Placid Utilities, Inc. in Highlands County; Lake Utility Services, Inc. in Lake County; Utilities, Inc. of Longwood in Seminole County; Mid County Services, Inc. in Pinellas County; Utilities, Inc. of Pennbrooke in Lake County; Utilities, Inc. of Sandalhaven in Charlotte County; Sanlando Utilities Corporation in Seminole County; and Tierra Verde Utilities, Inc. in Pinellas County, to Utilities, Inc. of Florida.
  - d. Orange County Water Utilities System, Orange County, Florida Annual Financial Report for the years ended September 30, 2015 and 2014.
  - e. Audit Report No. 456 Audit of the Air Pollution Control Trust Fund

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

## III. WORK SESSION AGENDA

- A. COUNTY ADMINISTRATOR
- 1. Tourist Development Tax Issues and Update. Page 305

RECESS

## MEETING STARTS AT 2:00 p.m.

## IV. DISCUSSION AGENDA

Discussion Agenda Items scheduled for 2:00 p.m.

### A. COUNTY ADMINISTRATOR

1. Appointment of two Board members and one citizen member to the 2016 Value Adjustment Board and the designation of two alternate Board members and one alternate citizen member. **Page 308-309** 

### B. COUNTY COMPTROLLER

- 1. Selection of one firm and two ranked alternates to provide Audit Services under Request for Proposals Y16-184, from the following firms, listed in Audit Committee ranking order. Further recommend the Board authorize negotiation and execution of the final contract by the Procurement Division within budget for a contract term of one year with five 1-year renewals. Page 310-314
  - #1 ranked Cherry Bekaert, LLP
  - #2 ranked Moore Stephens Lovelace, PA
  - #3 ranked Carr, Riggs & Ingram, LLC

### C. OFFICE OF REGIONAL MOBILITY

1. MetroPlan Orlando Board Meeting Briefing. Page 315

### D. COUNTY MAYOR

1. Open discussion on issues of interest to the Board. Page 316-317

## III. WORK SESSION AGENDA (Continued)

Work Session Agenda Items scheduled for 2:00 p.m.

- A. COUNTY ADMINISTRATOR (Continued)
- 2. Community Development District The Grove Resort. District 1. Page 306
- B. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT
- UCF Alafaya Trail Pedestrian Safety Study. (Transportation Planning Division)
   Page 307

## V. <u>RECOMMENDATIONS</u>

April 21, 2016 Planning and Zoning Board Recommendations

## VI. PUBLIC HEARINGS

## Public hearings scheduled for 2:00 p.m.

### A. Municipal Service Benefit Unit

- Meadow Woods Planned Development, amend for streetlighting; District
- 2. Summerport Area, amend for streetlighting; District 1
- 3. Summerport Trail and Summerport Trail Phase 2, amend for retention pond(s) maintenance; District 1
- 4. Watermark Area, amend for streetlighting and for retention pond(s) maintenance; District 1
- 5. Windermere Trails Area, amend for streetlighting and for retention pond(s) maintenance; District 1

## B. Conservation Area Impact

6.✓ Applicant: Gary T. Randall Revocable Trust, Moss Park Road and Innovation Way Intersection, permit; District 4

## C. Shoreline Alteration/Dredge and Fill

7.✓ Applicant: Robert Renard, between Fish Lake and Pocket Lake, permit, District 1

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.

<sup>√</sup> 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.

## VI. PUBLIC HEARINGS (Continued)

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

### D. Land Use Plan Amendment

8.✓ Applicant: Daryl M. Carter, New Independence Planned Development (PD), Case # LUPA-16-01-005; District 1

## E. Preliminary Subdivision Plan

- 9.✓ Applicant: John Prowell, VHB, Inc., Lake Avalon Planned Development (PD)/Lake Avalon Preliminary Subdivision Plan (PSP), Case # PSP-15-11-365; District 1
- 10.✓ Applicant: Adam Smith, VHB, Inc., Waterleigh PD/Waterleigh Phases 2A
   & 2B Parcels 14 (portion of), 20, 21 (portion of), 24 (portion of), & APF
   Road Preliminary Subdivision Plan, Case # PSP-15-11-360; District 1
- 11. ✓ Applicant: Adam Smith, VHB, Inc., Zanzibar Property PD/Zanzibar Property Phase 1 Preliminary Subdivision Plan (PSP), Case # PSP-15-07-200; District 1

### F. Substantial Change

12.✓ Applicant: Brian Kittle, Meritage Homes of Florida, Inc., Kerina Parkside PD/Parkside Tract 2 Preliminary Subdivision Plan (PSP), Case # CDR-15-12-385, amend plan: District 1

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.

<sup>√</sup> 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.

## VI. PUBLIC HEARINGS (Continued)

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

#### G. Ordinance

13. Amending Orange County Code, Article V, Chapter 23, Section 34-155, pertaining to school impact fees and associated student generation rates.

## H. Board of Zoning Adjustment Board-Called

14.✓ Applicant: Save A Life Pet Rescue, Inc., Case # SE-16-01-143, March 3, 2016; District 5

√ 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) 836-5517.

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

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

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

#### I. CONSENT AGENDA COUNTY COMPTROLLER 1-3



### OFFICE OF THE COMPTROLLER

ORANGE COUNTY FLORIDA

MARTHA O. HAYNIE, CPA County Comptroller 201 South Rosalind Avenue Post Office Box 38 Orlando, FL 32802 Telephone: 407-836-5690 Fax: 407-836-5599 www.occcompt.com

COUNTY COMMISSION AGENDA Tuesday, May 10, 2016

### **COUNTY COMPTROLLER**

## **Items Requiring Consent Approval**

- 1. Approval of the minutes of the March 15, 2016, meeting of the Board of County Commissioners.
- 2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. Signature authorization and accompanying detail of most recently disbursed County funds are available in the Clerk's Office and on the Comptroller's web site.
- 3. Disposition of Tangible Personal Property

Approval is requested of the following:

- a. Return leased equipment to vendor
- b. Scrap assets

### ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS' MEETING

Date: Tuesday, March 15, 2016

Location: Commission Chambers, Orange County Administration Center,

First Floor, 201 S. Rosalind Avenue, Orlando, Florida

Members Present: County Mayor Teresa Jacobs; Commissioners S. Scott Boyd,

Bryan Nelson, Pete Clarke, Jennifer Thompson, Ted Edwards,

Victoria P. Siplin

Others Present: County Comptroller Martha Haynie as Clerk, County Administrator

Ajit Lalchandani, County Attorney Jeffrey J. Newton, Deputy Clerk

Katie Smith, Documents Coordinator Lakela Christian

• CALL TO ORDER, 9:08 a.m.

• INVOCATION - Dr. Case Thorp, First Presbyterian Church

PLEDGE OF ALLEGIANCE

• REASSUMED CHAIR

County Mayor Jacobs reassumed the Chair from Vice-Mayor Nelson.

COUNTY CONSENT AGENDA

Motion/Second: Commissioners Clarke/Boyd

AYE (voice vote): All members

Action: The Mayor

 Deferred action on Community, Environmental and Development Services Department Item 4 for consideration with public hearing for Kathy Hattaway-Bengochea, HCl Planning & Land Development Consultants, Reams Road Property Planned Development / Land Use Plan (PD/LUP) Case # LUP-15-05-139

and further, the Board approved the balance of the County Consent Agenda items as follows:

### County Comptroller

1. Approval of the minutes of the January 5, 2016 and January 26, 2016, meetings of the Board of County Commissioners. (Clerk's Office)

- 2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. Periods are as follows:
  - February 26, 2016, to March 3, 2016; total of \$49,569,293.74
  - March 4, 2016, to March 10, 2016; total of \$28,493,334.84.

(Finance/Accounting)

3. Disposition of Tangible Personal Property (Property Accounting)

Approval is requested of the following:

a. Trade-in assets toward the purchase of new equipment

### County Attorney

1. Approval to make payment in the amount of \$2,354,716.04 in the case of Orange County vs. Buchman, et al (Trial Case No. 2008-CA-26977 and Appellate Case No. 5D14-3544).

### County Administrator

- 1. Approval of the Membership and Mission Review Board's recommendations for advisory board appointments and reappointments: (Agenda Development Office)
  - A. Agricultural Advisory Board: Consideration of the reappointment of Larry B. Bean in the citrus industry representative category with a term expiring December 31, 2017 and Alexander H. Smith in the at large representative category with a term expiring December 31, 2016; the appointment of Caitlyn Glatting to succeed Joseph Chambers in the at large representative category with a term expiring December 31, 2016; and the appointment of Zachary Marimon to succeed David Dymond in the at large representative category with a term expiring December 31, 2017. Note: This would be a fourth term for Larry B. Bean and will require a supermajority vote of the Board of County Commissioners.
  - B. Animal Services Advisory Board: Consideration of the appointment of Paul L. Wean to succeed Elizabeth Bertrand in the attorney representative category with a term expiring December 31, 2016 and Lisa A. Franchina to succeed Sue N. Carpenter in the at large representative category with a term expiring December 31, 2017.
  - C. Animal Services Classification Committee: Consideration of the reappointment of Deputy Sheriff Gustavo Marinoni in the K-9 Handler representative category, Crockett Bohannon in the at large representative category, and Vanessa Bouffard in the alternate representative category with terms expiring December 31, 2017.

- D. Community Development Advisory Board: Consideration of the reappointment of Mary M. Hurley in the District 5 representative category with a term expiring June 30, 2017.
- E. Environmental Protection Commission: Consideration of the reappointment of Sally Atwell in the Regulated Business or Municipal Representative category with a term expiring December 31, 2017.
- F. Nuisance Abatement Board: Consideration of the reappointment of Donald L. Pittman, Steven Alexander, and Rosalind B. Johnson in the at large representative category with terms expiring January 1, 2018 and the appointment of Lindsay D. Kiley to succeed Jason G. Toll in the at large representative category with a term expiring January 1, 2018.
- 2. Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings for the official county record. (Agenda Development Office)
- 3. Approval to spend \$401,341.28 from the Law Enforcement Impact Fee fund to purchase equipment. (Office of Management and Budget)
- 4. Approval to pay the third quarter billing for the Orange County Property Appraiser in the amount of \$2,932,035.61. (Office of Management and Budget)
- 5. Approval of budget transfer #16C-110. (Office of Management and Budget)
- 6. Approval of Ratification of payment of Intergovernmental claims of January 28, 2016 and February 11, 2016 totaling \$519,473.06. (Risk Management Division)

### Administrative Services Department

- 1. Approval to award Invitation for Bids Y16-157-MA, Recycling and Waste Disposal Services, to the low responsive and responsible bidder, Disposall, Inc., for an estimated contract amount of \$2,134,872.90 for a 3-year contract. Further, authorized the Procurement Division to renew the contract for two additional 1-year terms. ([Administrative Services Department Facilities Management Division] Procurement Division)
- 2. Approval to award Invitation for Bids Y16-179-JS, Limerock Road Base, to the low responsive and responsible bidder, Dixie Lime and Stone Company, in the estimated contract award amount of \$350,000. Further, authorized the Procurement Division to renew the contract for two additional 1-year terms. ([Utilities Department Solid Waste Division] Procurement Division)

- 3. Approval to award Invitation for Bids Y16-180-JS, Tree Trimming and Related Services for Parks and Recreation Division, to the low responsive and responsible bidder, Blades of Green, Inc., in the estimated annual contract amount of \$224,300. Further, authorized the Procurement Division to exercise two 1-year renewals. ([Community, Environmental and Development Services Department Parks and Recreation Division] Procurement Division)
- 4. Approval to award Invitation for Bids Y16-199-JS, Liquid Carbon Dioxide, to the single responsive and responsible bidder, Air Liquide Industrial U.S. LP, in the estimated annual contract award amount of \$757,000 for a 1-year term contract. Further, authorized the Procurement Division to renew the contract for two additional 1-year terms. ([Utilities Department Water Division] Procurement Division)
- 5. Approval to award Invitation for Bids Y16-714-CH, Wildwood Area Road Network Pond C Underdrain and Slurry Trench Improvements Project, to the low responsive and responsible bidder, Cathcart Construction Company Florida, in the estimated contract award amount of \$359,143. ([Public Works Department Engineering Division] Procurement Division)
- 6. Approval to award Invitation for Bids Y16-716-CC, Orange County Courthouse Generator Fuel Delivery System Retrofit & Master Controller Upgrade, to the low responsive and responsible bidder, Eau Gallie Electric, Inc., in the total contract award amount of \$390,452. ([Administrative Services Department Capital Projects Division] Procurement Division)
- 7. Approval to award Invitation for Bids Y16-733-CC, Regional Computing Center Roof Replacement, to the low responsive and responsible bidder, R.F. Lusa & Sons Sheetmetal, Inc. in the total contract award amount of \$294,490. ([Administrative Services Department Capital Projects Division] Procurement Division)
- 8. Approval to purchase the renewals of all lines of coverage (as outlined below) for the County's Commercial Insurance Program under Contract Y15-192-ZM, Insurance Broker and Consultant Services, for premiums not-to-exceed \$4,900,300. ([Office of Accountability Risk Management Division] Procurement Division)

Commercial Property Program	\$ 4,000,000	
Includes Stand-alone Terrorism, Boiler & Machinery		
and Vehicle and Mobile Equipment Policies		
Excess Public Entity Liability	\$	510,000
Cyber Liability & Extortion	\$	100,000
Commercial Crime & Public Officials Bonds	\$	15,000
Tenant User's/Vendor Liability Programs	\$	34,500
Neighborhood Services Grants- Liability	\$	13,000
Corporate Counsel	\$	10,000
Corrections AD&D and Med Pay Policies	\$	12,800

Broker's Fee \$ 205,000

9. Approval of Purchase Order M77480 – Purchase of Siemens Signal Controller Assemblies and Clary UPS Assemblies, with Temple, Inc., for the total amount of \$809,094. ([Public Works Department Traffic Engineering Division] Procurement Division)

- 10. Approval of Purchase Order M77482 Purchase of Adaptive Signal System (InSync), with Rhythm Engineering, LLC, for the total amount of \$1,489,100. ([Public Works Department Traffic Engineering Division] Procurement Division)
- 11. Approval of Purchase Order M77643 Purchase of Siemens PLC's (Programmable Logic Controllers), Memory Cards and Power Supply Units with AWC, Inc, in the amount of \$215,798.93. ([Utilities Department Field Services Division] Procurement Division)
- 12. Approval of Contract Y16-1026-TA, Inmate Management System (IMS) Maintenance and Support for the period of April 1, 2016 through March 31, 2021 with DSI-ITI, LLC, in the amount of \$2,010,670. ([Office of Accountability Information Systems and Services Division] Procurement Division)
- 13. Approval to award contracts under Request for Proposals Y16-132-ZM, Civil Engineering, Planning, Vertical Construction Management and Real Estate Acquisition Staff Augmentation for Roadway Design and Right-of-Way Acquisition Engineering (Lot A) to Hill International, Inc. in the amount of \$3,965,936 and Visium Resources, Inc. in the amount of \$2,541,760; Traffic Control Engineering (Lot B) to Hill International, Inc. in the amount of \$812,344; Roadway Construction Inspection (Lot C) to Moten Tate, Inc. in the amount of \$787,446.40; Transportation Planning (Lot D) to Moten Tate, Inc. in the amount of \$517,504; Real Estate Management (Lot E) to Hill International, Inc. in the amount of \$4,013,776 and Visium Resources, Inc. in the amount of \$3,174,080 and Vertical Construction Management Project Management (Lot F) to Hill International, Inc. in the amount of \$1,735,427.20. Further, authorized the Procurement Division to execute a 5-year contract with two additional one year periods. ([Public Works Department Engineering Division] Procurement Division)

- 14. Approval and execution of Lease Agreement between Orange County and Harbor House of Central Florida, Inc. and delegation of authority to the Real Estate Management Division to exercise renewal option, if necessary, for office space for Harbor House @ OC Courthouse, Lease File #5090, 425 N. Orange Avenue, 4th Floor, Orlando, Florida. District 5. (Real Estate Management Division)
- 15. Approval and execution of Second Amendment to Standard Shopping Center Lease between Equity One, Inc. and Orange County for Clinic Space at Alafaya Commons #2037, 11881 East Colonial Drive, Space No. 4A, Orlando, Florida. District 5. (Real Estate Management Division)
- 16. Approval and execution of Notice to Tax Collector of Application for Tax Deed, authorization for Comptroller to pay all fees and costs and perform all actions necessary and incidental to Tax Deed Sales for Tax Certificates Held by Orange County (properties valued over \$5,000 for Tax Year 2009). Districts 1, 2, 4, 5 and 6. (Real Estate Management Division)
- 17. Approval and execution of Notice to Tax Collector of Application for Tax Deed, authorization for Comptroller to pay all fees and costs and perform all actions necessary and incidental to Tax Deed Sales for Tax Certificates Held by Orange County (properties valued over \$5,000 for Tax Year 2010). Districts 1, 2, 3, 4, 5 and 6. (Real Estate Management Division)
- 18. Approval and execution of Access and Drainage Easement Agreement between Orange County and The School Board of Orange County and authorization to record instrument for Avalon Middle School Access (Patrick Dean Park). District 4. (Real Estate Management Division)
- 19. Approval and execution of Sidewalk Easement Agreement between Louis L. Huntley Enterprises, Inc. and Orange County, approval of Subordination of Encumbrances to Property Rights to Orange County from Firstatlantic Bank and authorization to record instruments for Thermo King Bachman (Permit # B14902480). District 4. (Real Estate Management Division)
- 20. Approval of Warranty Deed and Non-Exclusive Drainage Easement from Core Real Estate Limited LLC to Orange County and authorization to perform all actions necessary and incidental to closing for Core Academy PD/UNP/LUP. District 1. (Real Estate Management Division)
- 21. Approval of General Warranty Deed from Asbury Theological Seminary, Incorporated to Orange County and authorization to perform all actions necessary and incidental to closing for Valencia College Lane (RAC) (Asbury Theological Seminary). District 3. (Real Estate Management Division)

22. Approval of Utility Easement between TPG Smoothie, Inc., Sunnyspring Enterprises, LLC and Orange County and authorization to record instrument for Pep Boys – Site Work Only OCU Permit: B14901655 OCU File #: 77766. District 4. (Real Estate Management Division)

### Community, Environmental and Development Services Department

1. Approval and execution of the Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. All Districts. (Code Enforcement Division)

LC 15-1493	LC 15-1458	LC 15-1272	LC 15-1352	LC 15-1487
LC 15-1544	LC 15-1561	LC 15-1523	LC 15-1387	LC 15-1510
LC 15-1675	LC 15-1609	LC 15-1582	LC 15-1412	LC 15-1511
LC 15-1160	LC 15-1624	LC 15-1608	LC 15-1419	LC 15-1557
LC 15-1177	LC 15-1666	LC 16-0178	LC 15-1433	LC 15-1586
LC 15-1179	LC 15-1667	LC 16-0180	LC 15-1475	LC 15-1633
LC 15-1209	LC 15-1677	LC 16-0229	LC 15-1476	LC 15-1649
LC 15-1251	LC 15-1679	LC 15-1573	LC 15-1480	LC 15-1662

- 2. Approval and execution of DEP Agreement No. S0484 Amendment No. 4 between the State of Florida Department of Environmental Protection (FDEP) and Orange County, Florida for the Petroleum Restoration Program to expand Orange County's area of responsibility under the program to include Lake County. Program to be fully funded by FDEP. All Districts. (Environmental Protection Division)
- 3. Approval and execution of Multi-Family Affordable Housing Developer's Agreement for Impact Fee Subsidy by and between Orange County, Florida and Brixton Landing, Ltd., in the amount of \$75,000. District 2. (Housing and Community Development Division)
- 4. Approval and execution of Right of Way Conveyance and Adequate Public Facilities Agreement Reams Road Property PD by and between Mattamy Orlando LLC and Orange County for the conveyance of 1.75 acres of APF Land providing \$39,375 in Transportation Impact Fee Credits and for the satisfaction of an APF Deficit fee in the amount of \$79,879.82. District 1. (Roadway Agreement Committee)

(This item was deferred.)

5. Approval and execution of Second Amendment to Town Center East Road Network Agreement Hamlin Groves Trail; Porter Road by and among SLF IV/Boyd Horizon West JV, LLC, Orange County, Florida, and Orlando Health Central, Inc. to adjust the performance thresholds needed for vested trips to be allocated and the timing of award of transportation impact fee credits. District 1. (Roadway Agreement Committee)

## Family Services Department

- 1. Approval and execution of License Agreement between Orange County, Florida and City of Winter Garden regarding the use of Orange County's Community Centers for the Maxey Community Center. (Community Action Division)
- 2. Receipt and filing of Head Start Policy Council Program Information and Updates February 2016 and Head Start Policy Council Meeting Minutes January 21, 2016 for the official county record. (Head Start Division)
- Approval of the February 2016 Business Assistance for Neighborhood Corridors Program Grants for Aloma Kids Academy (\$1,200) and Pine Hills Preschool and Childcare Center (\$1,866). Districts 5 and 6. (Neighborhood Preservation and Revitalization Division)

### Health Services Department

 Approval and execution of the Paratransit Services License for Reliable Non-Emergency Medical Transportation to provide wheelchair/stretcher service. The term of this license is from March 31, 2016 through March 31, 2018. There is no cost to the County. (EMS Office of the Medical Director)

### Public Works Department

- Approval and execution of Resolution 2016-M-10 of the Orange County Board of County Commissioners regarding the Adoption of the Orange County Title VI Nondiscrimination Policy and Plan for compliance with the Title VI Requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Other Nondiscrimination Authorities and approval of Title VI Nondiscrimination Policy and Plan. All Districts. (Transportation Planning Division)
- 2. Authorization to record the plat of Curry Ford Market Square. District 3. (Development Engineering Division)
- 3. Approval and execution of Acknowledgement of Joint Maintenance and Use Agreement (Curry Ford Market Square-Lot 1) by and between Wal-Mart Stores East, LP and Orange County, Florida. District 3. (Development Engineering Division)

### INFORMATIONAL ITEMS

## County Comptroller

- 1. Receipt of the following items to file for the record: (Clerk's Office)
  - a. City of Apopka Annexation Ordinances and Vicinity Maps as follows:
    - Ordinance No. 2459 entitled: An Ordinance of the City of Apopka, Florida to extend its territorial and municipal limits to annex pursuant to Florida Statute 171.044 the hereinafter described lands situated and being in Orange County, Florida, owned by JTD Land At Rogers Rd., LLC, located at 2303 Rogers Road; providing for directions to the City Clerk, severability, conflicts, and an effective date.
    - Ordinance No. 2460 entitled: An Ordinance of the City of Apopka, Florida to extend its territorial and municipal limits to annex pursuant to Florida Statute 171.044 the hereinafter described lands situated and being in Orange County, Florida, owned by Huy Tran and Hai Anh Nguyen, located at 904 Schopke Lester Road; providing for directions to the City Clerk, severability, conflicts, and an effective date.
    - Ordinance No. 2461 entitled: An Ordinance of the City of Apopka, Florida to extend its territorial and municipal limits to annex pursuant to Florida Statute 171.044 the hereinafter described lands situated and being in Orange County, Florida, owned by Property Industrial Enterprises, LLC, located at 300 West 2nd Street; providing for directions to the City Clerk, severability, conflicts, and an effective date.
    - Ordinance No. 2462 entitled: An Ordinance of the City of Apopka, Florida to extend its territorial and municipal limits to annex pursuant to Florida Statute 171.044 the hereinafter described lands situated and being in Orange County, Florida, owned by Debra Evans Cargil, located at 202 South Hawthorne Avenue; providing for directions to the City Clerk, severability, conflicts, and an effective date.
    - Ordinance No. 2463 entitled: An Ordinance of the City of Apopka, Florida to extend its territorial and municipal limits to annex pursuant to Florida Statute 171.044 the hereinafter described lands situated and being in Orange County, Florida, owned by Apopka Clear Lake Investments, LLC, located south of Peterson Road and West of Binion Road; providing for directions to the City Clerk, severability, conflicts, and an effective date.
    - Ordinance No. 2465 entitled: An Ordinance of the City of Apopka, Florida to extend its territorial and municipal limits to annex pursuant to Florida Statute 171.044 the hereinafter described lands situated and being in Orange County, Florida, owned by Jerry Kirkland and Lannette Kirkland, LLC, located 3707 Rock Springs Road; providing for directions to the City Clerk, severability, conflicts, and an effective date.
  - b. Minutes of the November 23, 2015, East Park Community Development District meeting.

- c. City of Orlando Ordinances with Exhibit A (Legal Descriptions), Exhibit B (Annexation Maps), and Exhibits C & D (Future Land Use Maps and Zoning Maps), Fiscal Impact Statements and Orlando Sentinel Notices of Proposed Enactment as follows:
  - Ordinance No. 2016-12 entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located north of E. Harding St., east of S. Fern Creek Ave., south of E. Kaley St., and west of Kasper Ct., and comprised of 0.15 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as residential low intensity on the City's Official Future Land Use Maps; designating the property as the R-2A 1-2 family district along with the traditional city overlay district on the City's Official Zoning Maps; providing for amendment of the City"s Official Future Land Use and Zoning Maps; providing for severability, correction of scrivener's errors, and an effective date.
  - Ordinance No. 2016-3 entitled: An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located north of E. Michigan St., east of Dickson Ave., south of E. Jersey Ave., and west of Ives Ave., addressed as 1730 E. Jersey Ave., and comprised of 0.324 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as residential low intensity, in part, and mixed use corridor medium intensity, in part, on the City's Official Future Land Use Maps; designating the property as the MU-1 Medium Intensity mixed use corridor district along with the traditional city overlay district, in part, and the R-2A 1-2 family district along with the traditional city overlay district, in part, on the City's Official Zoning Maps; providing for amendment of the City's Official Future Land Use and Zoning Maps; providing for severability, correction of scrivener"s errors, and an effective date.
- d. City of Orlando Voluntary Annexation Request Starwood Property ANX2015-00013, ANX2015-000119, ANX2015-00020. Notice of Proposed Enactment. On February 29, 2016, the Orlando City Council will consider proposed Ordinance #2016-26, entitled An Ordinance of the City Council of the City of Orlando, Florida, annexing to the corporate limits of the City certain land generally located north Wewahootee Rd., east of State Road 417, south of State Road 528, and west of International Corporate Park Blvd., and comprised of 2,559 acres of land, more or less; providing findings, amendment of the City's boundary description, and for amendment of the City's Official Maps; providing for severability, correction of scrivener's errors, and an effective date. A public hearing on this Ordinance will be held during Council's regular meeting beginning at 2:00 p.m., in Council Chambers, 2nd floor, Orlando City Hall, 400 S. Orange Ave., Orlando, Florida.
- e. Florida Public Service Commission Consummating Order. In re: Petition to approve revision to Tariff Sheets Nos. 6.2811, 6.282, and 6.284 rate schedule LS-1 Lighting Service, by Duke Energy Florida, LLC.

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

### COUNTY DISCUSSION AGENDA

### County Administrator

 Approval and execution of Orange County, Florida Amended and Restated Water and Wastewater Utility Revenue Bond Resolution and approval and execution of Resolution of the Orange County Board of County Commissioners regarding authorization for Water and Wastewater Utility Revenue Bonds, Series 2016. (Fiscal and Business Development Division)

County Staff presented to the Board an outline regarding two Resolutions pertaining to Water and Wastewater Utility Revenue Bonds. The presentation included 2016 Bond Proceeds and Projects, and 2016 Resolutions.

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board approved and executed Resolution 2016-B-02 of Orange County, Florida Amended and Restated Water and Wastewater Utility Revenue Bond.

Motion/Second: Commissioners Edwards/Thompson

AYE (voice vote): All members

Action: The Board approved and executed Resolution 2016-B-03 of the Orange County Board of County Commissioners regarding authorization for Water and Wastewater Utility Revenue Bonds, Series 2016.

### Administrative Services Department

- 1. Selection of one firm and two alternates; Request for Proposals Y16-806-CC, Design Services for a Fire Station Prototype, from the following firms listed alphabetically. Further, arecommend the Board authorize execution of the final contract by the Procurement Division provided that it does not exceed the budget of \$300,000
  - Architects Design Group/ADG, Inc.
  - Bentley Architects + Engineers, Inc.
  - C.T. HSU + Associates, P.A.

([Administrative Services Department Capital Projects Division] Procurement Division)

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board selected one firm, Architects Design Group/ADG, Inc., and two rankedalternates, #1 C.T. HSU + Associates, P.A., and #2 Bentley Architects + Engineers, Inc., Design Services for a Fire Station Prototype; and further, authorized execution of the final contract by the Procurement Division provided that it does not exceed the budget of \$300,000, Request for Proposals Y16-806-CC.

- 2. Selection of one firm to provide Centralized Community Resource/Case Management Software Application, Request for Proposals Y15-143-ZM, from the following firms listed alphabetically:
  - Cocentrix, Inc.
  - Social Solutions
  - Spirit, Inc.

Request authority for the Procurement Division to negotiate and execute a 5-year contract within the budget of \$398,925. ([Health Services Department] Procurement Division)

Motion/Second: Commissioners Edwards/Clarke

AYE (voice vote): All members

Action: The Board selected one firm, Spirit, Inc., to provide Centralized Community Resource/Case Management Software Application; and further, authorized the Procurement Division to negotiate and execute a 5-year contract within a budget of \$398,925, Request for Proposals Y15-143-ZM.

Community, Environmental and Development Services Department

1. Public Speaker Automation System. All Districts. (Planning Division)

County staff provided the Board with a presentation regarding a proposed Public Speaker Automation System. The presentation included a project timeline and implementation components.

Board discussion ensued.

Action: None

### WORK SESSION AGENDA

Community, Environmental and Development Services Department

1. Sustainable Land Development Code Update. All Districts. (Planning Division)

County staff presented to the Board an update regarding the Sustainable Land Development Code. The focus of the update was on creating a graphical, calibrated, and sustainable code that will produce more predictable development patterns than can be achieved through the County's current regulatory mechanisms.

### • RELINQUISHED CHAIR

County Mayor Jacobs relinquished the Chair to Vice-Mayor Nelson

Action: None

• MEETING RECESSED, 10:13 a.m.

• MEETING RECONVENED, 2:05 p.m.

Members Present: County Mayor Teresa Jacobs; Commissioners S. Scott Boyd,

Bryan Nelson, Pete Clarke, Jennifer Thompson, Ted Edwards,

Victoria P. Siplin

Others Present: County Administrator Ajit Lalchandani, County Attorney Jeffrey J.

Newton, Deputy County Attorney Joel Prinsell, Deputy Clerk Katie

Smith, Documents Coordinator Lakela Christian

#### RECOMMENDATIONS

February 18, 2016 Planning and Zoning Commission Recommendations

Motion/Second: Commissioners Thompson/Clarke

AYE (voice vote): All members

Action: The Board accepted the recommendations of the Orange County Planning and Zoning Commission under the date of February 18, 2016, with the exception of and authorizing a public hearing be scheduled for Case # RZ-16-02-005, Tony A. Ray; subject to the usual right of appeal by any aggrieved party.

#### PUBLIC HEARINGS

Municipal Service Benefit Unit

1. Ashlin Park Phases 1 and 2, amend for streetlighting and for retention pond(s); District 4

Applicant:

John Reny, Ashton Woods Homes – Florida Developer.

Consideration:

Amend by resolution a Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance to include Ashlin Park Phase 2

subdivision at Ashlin Park Phases 1 and 2

Location:

District 1: Parcel ID (multiple parcels); Section 25, Township 23, Range

27; Orange County, Florida (legal property description on file)

Motion/Second:

Commissioners Boyd/Thompson

AYE (voice vote): All members

Action: The Board adopted a resolution amending a Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Ashlin Park Phases 1 and 2, annual cost of \$54.00 per lot for streetlighting for operational expenses and administrative fees and \$77.00 per unit, per lot for maintenance of retention pond(s).

2. Avalon Town Center, Avalon Town Center Phases 2A and 2B, amend for retention pond(s) maintenance; District 4

Applicant:

John Suglio, Anchor Development Group, LLC Developer.

Consideration:

Amend by resolution an existing Municipal Service Benefit Unit for

retention pond(s) maintenance to include Avalon Town Center Phase 2B subdivision at Avalon Town Center, Avalon Town Center Phases

2A and 2B

Location:

District 4; Parcel ID (multiple parcels); Section 06, Township 23, Range

32; Orange County, Florida (legal property description on file)

Motion/Second:

Commissioners Thompson/Edwards

AYE (voice vote): All members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for the maintenance of retention pond(s) at Avalon Town Center, Avalon Town Center Phases 2A and 2B, annual cost of \$77.00 per lot, per year for maintenance of retention pond(s).

3. Avalon Park Area Master Roads, amend for streetlighting; District 4

Applicant:

John Suglio, Anchor Development Group, LLC Developer.

Consideration: Amend by resolution an existing Municipal Service Benefit Unit for

streetlighting to include Avalon Town Center - Phase 2B subdivision at

Avalon Park Area Master Roads

Location:

District 4; Multiple parcels and Sections, Townships, and Ranges;

Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Thompson/Edwards

AYE (voice vote): All members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for streetlighting at Avalon Park Area Master Roads, annual cost of \$25.00 per lot for streetlighting for operational expenses and administrative fees.

Countrywalk Units 4 and 5, Phases 1, 2, 3, 3 Replat and 4, amend for streetlighting 4. and the retention pond(s) maintenance: District 4

Applicant:

Craig C. Harris, Manager JTD Land Company, LLC Developer.

Consideration:

Amend by resolution an existing Municipal Service Benefit Unit for retention pond(s) maintenance and streetlighting to Countrywalk Units 4 and 5 Phase 3 Replat and Countrywalk Units 4 and 5 Phase 4 subdivisions at Countrywalk Units 4 and 5, Phases 1, 2,

3. 3 Replat and 4

Location:

District 4: Parcel ID (multiple parcels); Section 32, Township 22, Range

31; Orange County, Florida (legal property description on file)

Motion/Second:

Commissioners Thompson/Edwards

AYE (voice vote): All members

Action: The Board adopted a resolution amending a Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Countrywalk Units 4 and 5, Phases 1, 2, 3, 3 Replat and 4, annual cost of \$70.00 per lot, per year for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

5. Estates at Wekiva and Estates at Wekiva Phase 2, amend for streetlighting and for retention pond(s) maintenance; District 2

Applicant:

Daniel A. Kaiser, Land Development Director, K Hovnanian Homes

Developer

Consideration: Amend by resolution an existing Municipal Service Benefit Unit for streetlighting and retention pond(s) maintenance to include Estates at Wekiva Phase 2 subdivision at Estates at Wekiva and Estates at

Wekiva Phase 2

Location:

District 2; Parcel ID (multiple parcels); Section 36, Township 20, Range

28; Orange County, Florida (legal property description on file)

Motion/Second:

Commissioners Nelson/Boyd

AYE (voice vote): All members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for streetlighting and maintenance of retention pond(s) at Estates at Wekiva and Estates at Wekiva Phase 2, annual cost of \$184.00 per lot, per year for streetlighting for operational expenses and administrative fees and \$77.00 per lot for maintenance of retention pond(s).

6. Isleworth Fourth, Fifth and Seventh Amendments, amend for retention pond(s) maintenance; District 1

Applicant:

Jefferson R. Voss, Isleworth Land Company, Developer

Consideration: Amend by resolution an existing Municipal Service Benefit Unit for retention pond(s) maintenance to include Isleworth Fifth Amendment and Isleworth Seventh Amendment subdivisions at Isleworth Fourth,

Fifth and Seventh Amendments

Location:

District 1; Parcel ID (multiple parcels); Section 16, Township 23, Range

28; Orange County, Florida (legal property description on file)

Motion/Second:

Commissioners Boyd/Thompson

AYE (voice vote): All members

Action: The Board adopted a resolution amending an existing Municipal Service Benefit Unit for the maintenance of retention pond(s) at Isleworth Fourth, Fifth and Seventh Amendments, annual cost of \$77.00 per lot, per year for maintenance of retention pond(s).

7. Lake Preserve Phase 1 and Lake Preserve Phase 2, amend for streetlighting; District 4

Applicant:

Brian Kittle, Meritage Homes of Florida, Inc., Developer

Consideration:

Amend by resolution an existing Municipal Service Benefit Unit for

streetlighting to include Lake Preserve - Phase 2 at Lake Preserve

Phase 1 and Lake Preserve Phase 2

Location:

District 4; Parcel ID (multiple parcels); Section 33, Township 24, Range

30; Orange County, Florida (legal property description on file)

(This public hearing was cancelled.)

Preliminary Subdivision Plan

Dennis Seliga, Boyd Horizon West, LLC, Hamlin PD / UNP / CCM - 7 Preliminary 8. Subdivision Plan, Case # PSP-15-04-101; District 1

Applicant:

Dennis Seliga, Boyd Horizon West, LLC, Hamlin PD / UNP / CCM - 7

Preliminary Subdivision Plan - Case # PSP-15-04-101

Consideration:

Hamlin PD / UNP / CCM - 7 Preliminary Subdivision Plan, Case # PSP-15-04-101, submitted in accordance with Section 34-69 Orange County Code (Subdivision Regulations); and Orange County Code, Chapter 30, Article III, Section 30-89 and Orange County Code, Chapter 38, Article VIII, Division 1, Section 38-1207; This Preliminary Subdivision Plan (PSP) is a request to subdivide and construct 115 single family residential dwelling units on 37.26 gross acres in two (2) phases; The following waivers from Chapter 38 of the Orange County Code are also requested:

- 1. A waiver from Orange County Code Section 38-1384(F)(2) is granted to eliminate the required pedestrian path or walkway from the primary entrance to the sidewalk, in lieu of all lots with alleys or lots sixty feet (60') in width or less requiring a pedestrian path or walkway from the primary entrance to the sidewalk.
- 2. A waiver from Orange County Code Section 38-1384(G)(B) is granted to allow for double wide garage entries on front-loaded lots that are less than sixty-five feet (65') in width, but greater than fifty feet (50') in width, specifically on lots 4, 8, 25, 33, 37, 42, 61, 67, 72, 82, 86, 92, 99, 104, 111; in lieu of the requirement that prohibits double-wide garage entries on all front-loaded lots less than sixty-five feet (65') in width.
- 3. A waiver from Orange County Code Section 38-1384(G)(3) is granted to allow side-loaded/ courtyard entry garages to be placed in front of the primary structure on lots equal to or greater than fifty feet (50') in width (subject to applicable design standards), specifically on lots 2, 13, 14, 29, 30, 50, 51, 58, 59, 63, 64, 79, 80, 94, 95, 112, 113; in lieu of only lots greater than sixty-five feet (65') in width to allow side-loaded / courtyard entry garages to be placed in front of the primary structure.
- 4. A waiver from Orange County Code Section 38-1390.54(A)(4) is granted to eliminate the requirement for three (3) steps to elevate the finished floor of residential buildings above the adjacent sidewalk grade, where side-loaded/courtyard entry garages are proposed, in lieu of the requirement that residential building finished floor elevations shall be elevated a minimum of three (3) steps above the adjacent sidewalk grade

Location:

District 1; property generally located South of Porter Road / West of Hamlin Groves Trail; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board continued the public hearing until April 5, 2016, at 2 p.m.

9. Rick Merkel, Highland Engineering, LLC, Boggy Creek Crossings PD - Boggy Creek Crossings PSP, Case # PSP-15-01-031; District 4

Applicant: Rick Merkel, Highland Engineering, Inc., Boggy Creek Crossings PD -

Boggy Creek Crossings PSP, Case # PSP-15-01-031

Consideration: Boggy Creek Crossings PD - Boggy Creek Crossings PSP, Case #

PSP-15-01-031, submitted in accordance with Sections 34-69 and 30-89, Orange County Code; this request is to subdivide 16.78 acres into

four (4) lots for a maximum of 170,000 square feet of C-1 (retail

commercial) uses.

Location:

District 4; property generally located West of Boggy Creek Road / North of Simpson Road; Orange County, Florida (legal property

description on file in Planning Division)

The following person addressed the Board: Rick Merkel.

Motion/Second: Commissioners Thompson/Edwards

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved Rick Merkel, Highland Engineering, Inc., Boggy Creek Crossings PD – Boggy Creek Crossings PSP, Case # PSP-15-01-031 on the described property, subject to the following conditions:

- 1. Development shall conform to the Boggy Creek Crossings PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Boggy Creek Crossings Preliminary Subdivision Plan dated "Received January 11, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received January 11, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

- Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
- 5. Outside sales, storage, and display shall be prohibited.
- 6. The stormwater management system shall be designed to retain the 100-year / 24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year / 24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
- 7. Prior to the issuance of any vertical building permits, the property shall be platted.
- 8. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
- Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
- 10. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- 11. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.

- 12. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
- 13. Prior to commencement of any earth work or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
- 14. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
- 15. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.
- 16. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of Construction Plan initial submittal.

Preliminary Subdivision Plan/Development Plan

10. Dennis Seliga, Boyd Horizon West, LLC, Hamlin PD / UNP / Lakewalk at Hamlin Preliminary Subdivision Plan / Development Plan, Case # PSP-15-08-222; District 1

Applicant:

Dennis Seliga, Boyd Horizon West, LLC, Hamlin PD / UNP / Lakewalk

at Hamlin Preliminary Subdivision Plan / Development Plan, Case #

PSP-15-08-222

Consideration: Hamlin PD / UNP / Lakewalk at Hamlin Preliminary Subdivision Plan / Development Plan, Case # PSP-15-08-222, submitted in accordance with Section 34-69 Orange County Code (Subdivision Regulations);

and Orange County Code, Chapter 30, Article III, Section 30-89 and Orange County Code, Chapter 38, Article VIII, Division 1, Section 38-1207; This Preliminary Subdivision Plan (PSP) is a request to subdivide and construct 316 multi-family residential dwelling units on 21.96 gross acres in one (1) phase; The following waiver from Chapter 38 of the Orange County Code is also requested:

1. A waiver from Orange County Section 38-1890.51 Table 4-1 and Section 38-1390.55 (C)(10) is granted to allow a minimum setback of zero (0) feet for the locations identified on the PSP-DP, in lieu of ten (10) feet.

Location:

District 1; property generally located South of New Independence Parkway / East of Hamlin Groves Trail; Orange County, Florida (legal property description on file)

Motion/Second: Commissioners Boyd/Siplin

AYE (voice vote): All members

Action: The Board continued the public hearing until April 5, 2016, at 2 p.m.

#### Rezoning

NOTE: THE FOLLOWING ITEMS WERE CONSIDERED TOGETHER.

11. Kathy Hattaway-Bengochea, HCl Planning & Land Development Consultants, Reams Road Property Planned Development / Land Use Plan PD/LUP, Case # LUP-15-05-139; District 1

Applicant:

Kathy Hattaway-Bengochea, HCI Planning & Land Development Consultants, Reams Road Property Planned Development / Land Use

Plan (PD/LUP) Case # LUP-15-05-139

Consideration: Request to rezone four (4) parcels containing 100.20 gross acres from A-1 (Citrus Rural District), A-2 (Farmland Rural District), and R-CE-2 (Rural Residential District) to PD (Planned Development District), in order to construct 161 single family residential dwelling units, including 47 single family detached homes and 114 attached townhomes;

pursuant to Orange County Code, Chapter 30.

Location:

District 1; property generally located Southwest side of Reams Road, approximately 600 feet northwest of Jayme Drive; Orange County,

Florida (legal property description on file)

and

COUNTY CONSENT AGENDA (CONTINUED)

Community, Environmental and Development Services Department (Deferred)

4. Approval and execution of Right of Way Conveyance and Adequate Public Facilities Agreement Reams Road Property PD by and between Mattamy Orlando LLC and Orange County for the conveyance of 1.75 acres of APF Land providing \$39,375 in Transportation Impact Fee Credits and for the satisfaction of an APF Deficit fee in the amount of \$79,879.82. District 1. (Roadway Agreement Committee)

The following persons addressed the Board:

- Kathy Hattaway
- Kathryn Pease
- Don Kendzior
- John Miklos
- Marc Stehli

The following material was presented to the Board prior to the close of the public hearing: Exhibit 1, from Don Kendzior

Board discussion ensued.

Motion/Second: Commissioners Boyd/Edwards

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive; and further, approved the request by Kathy Hattaway-Bengochea, HCl Planning & Land Development Consultants, Reams Road Property Planned Development / Land Use Plan (PD/LUP) Case # LUP-15-05-139 to rezone four (4) parcels containing 100.20 gross acres from A-1 (Citrus Rural District), A-2 (Farmland Rural District), and R-CE-2 (Rural Residential District) to PD (Planned Development District), in order to construct 161 single family residential dwelling units, including 47 single family detached homes and 114 attached townhomes; on the described property; subject to the following conditions:

1. Development shall conform to the Reams Road Property Planned Development / Land Use Plan (PD/LUP) dated "Received July 8, 2015," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or

- intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received July 8, 2015," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. A Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review, as part of the Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
- 5. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- 6. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
- 7. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

- 8. This project is subject to, and shall comply with, the terms of a Right-of-Way Conveyance and Adequate Public Facilities (APF) Agreement addressing the conveyance of right-of-way needed for Reams Road improvements and satisfaction of APF requirements.
- 9. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on May 12, 2015.
  - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 5 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
    - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
    - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
    - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 10. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PD, including hydraulically dependent parcels outside the PD boundaries; such MUP shall include supporting calculations showing that the PD-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.

- 11. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the PD and to accommodate the ultimate flows for the entire Village (SAP).
- 12. The Developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.

Motion/Second: Commissioners Boyd/Nelson

AYE (voice vote): All members

Action: The Board approved and executed the Right of Way Conveyance and Adequate Public Facilities Agreement Reams Road Property PD by and between Mattamy Orlando LLC and Orange County for the conveyance of 1.75 acres of APF Land providing \$39,375 in Transportation Impact Fee Credits and for the satisfaction of an APF Deficit fee in the amount of \$79.879.82.

### Substantial Change

12. Thomas Sullivan, Gray-Robinson, Vineland Pointe Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-05-145, amend plan; District 1 (Continued from December 15, 2015 and February 9, 2016)

Applicant: Thomas Sullivan, Gray-Robinson, Vineland Pointe Planned

Development / Land Use Plan (PD / LUP), Case # CDR-15-05-145

Consideration: Substantial change request to amend the Vineland Pointe PD by

increasing PD Phase I development entitlements from 440 residential units to 680 residential units and 50,000 square feet of commercial, and by adding "Tourist Commercial" as a permitted use within PD Phase I; pursuant to Orange County Code, Chapter 30, Article III, Section 30-89 and Orange County Code, Chapter 38, Article VIII,

Division 1, Section 38-1207

Location: District 1; property generally located East of Darryl Carter Parkway,

approximately 2,000 feet north of S. International Drive; Orange

County, Florida (legal property description on file)

Based upon input from the District Commissioner, County staff proposed the following modification to Condition of Approval #7:

Developer to meet terms of the Vineland Point Road Impact Fee Agreement and construct Vineland-widening (OR Book 07703 / Page 1210).

Based upon input from the District Commissioner and agreed upon by the applicant, County staff proposed new Condition of Approval #12:

Any Development Plan for Commercial or residential in excess of 440 units in Phase 1 shall require a community meeting and a public hearing by the Board of County Commissioners.

Due to the new condition, existing Condition of Approval #12 was renumbered to Condition of Approval #13.

The following persons addressed the Board:

- Tom Sullivan
- Jeff Deacon
- Jerry Aldrich

The following material was presented to the Board prior to the close of the public hearing: Exhibit 1, from Jeff Deacon

Board discussion ensued.

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Thomas Sullivan, Gray-Robinson, Vineland Pointe Planned Development / Land Use Plan (PD / LUP), Case # CDR-15-05-145, to amend the Vineland Pointe PD by increasing PD Phase I development entitlements from 440 residential units to 680 residential units and 50,000 square feet of commercial, and by adding "Tourist Commercial" as a permitted use within PD Phase I; which constitutes a substantial change to the development on the described property; subject to the following conditions:

Development shall conform to the Vineland Pointe Planned Development / Land Use Plan (PD/LUP) dated "Received August 6, 2015" and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, 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 August 6, 2015" the condition of approval shall control to the extent of such conflict or inconsistency.

- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and/or Development Plan (DP) submittal.
- 5. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- 6. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
- 7. Developer to meet terms of the Vineland Point Road Impact Fee Agreement (OR Book 07703, Page 1210).
- 8. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.

- 9. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board and effective on November 20, 2015.
  - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 440 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
  - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
  - e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 10. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval, and include main sizes supporting demands.
- 11. Right-of-way for Lake Street shall be dedicated to Orange County as depicted on the Land Use Plan, prior to approval of the first PSP / DP.
- 12. Any Development Plan for Commercial or residential in excess of 440 units in Phase 1 shall require a community meeting and public hearing by the Board of County Commissioners.

- 13. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 20, 2013 shall apply:
  - Pole signs and new billboards shall be prohibited. Existing billboard may а. remain, as stipulated in the Agreement dated August 14, 2000, and amended on June 18, 2013, and August 20, 2013.
  - b. The following BCC Conditions of approval dated April 19, 2005 shall apply:
    - 1) Outdoor storage and display shall be prohibited.
    - 2) Project shall conform to the Lake Willis Guidelines.
    - No access to Lake Willis Drive or the East Road. 3)
- 13. Harry Brumley, HB Associates, LLC, Orangewood Center Planned Development (PD) Land Use Plan (LUP), Case # CDR-15-10-325, amend plan; District 1

Applicant:

Harry Brumley, HB Associates, LLC, Orangewood Center Planned Development / Land Use Plan (PD / LUP), Case# CDR-15-10-325

Consideration:

A substantial change to the Orangewood Center Planned Development / Land Use Plan (PD/LUP) to accommodate two (2) proposed hotels with a combined total of 315 rooms, and 25,090 square feet of tourist commercial uses. More specifically, proposed changes would create a Phase 3 (comprised of proposed PD Parcels 1, 2 and 3); allow Tourist Commercial Uses within PD Parcels 1-3; establish a maximum development intensity of 60 rooms per acre and a maximum building height of 200 feet for hotels within PD Parcels 2 and 3; add setbacks for the residential portion of the PD; add notes addressing transit, and required landscape, pedestrian and utility easements along Central Florida Parkway; add transportation concurrency vested rights information; and establish a phased trip generation table; pursuant to Orange County Code, Chapter 30, Article III, Section 30-89 and Orange County Code, Chapter 38, Article VIII, Division 1, Section 38-1207

Location:

District 1; property generally located South side of Central Florida Parkway and east of International Drive; Orange County, Florida (legal property description on file)

The following persons addressed the Board: Harry Brumley.

Motion/Second: Commissioners Boyd/Clarke

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Harry Brumley, HB Associates, LLC, Orangewood Center Planned Development / Land Use Plan (PD / LUP), Case# CDR-15-10-325, to accommodate two (2) proposed hotels with a combined total of 315 rooms, and 25,090 square feet of tourist commercial uses. More specifically, proposed changes would create a Phase 3 (comprised of proposed PD Parcels 1, 2 and 3); allow Tourist Commercial Uses within PD Parcels 1-3; establish a maximum development intensity of 60 rooms per acre and a maximum building height of 200 feet for hotels within PD Parcels 2 and 3; add setbacks for the residential portion of the PD; add notes addressing transit, and required landscape, pedestrian and utility easements along Central Florida Parkway; add transportation concurrency vested rights information; and establish a phased trip generation table; which constitutes a substantial change to the development on the described property; subject to the following conditions:

- Development shall conform to the Orangewood Center Planned Development / 1. Land Use Plan (PD/LUP) dated "Received January 11, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received January 11, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or

- undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. The required 15-foot transit easement and a separate 20-foot landscape, pedestrian and utility easement for future roadway shall be shown on the plan and shall be conveyed concurrently at time of platting or dedicated to the County via separate instrument prior to Development Plan (DP) approval.
- 5. The developer shall obtain water, wastewater and reclaimed water from Orange County Utilities.
- 6. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.
- 7. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with the Tourist Commercial standards of Chapter 31.5 of the Orange County Code.
- 8. Outside sales, storage, and display shall be prohibited.
- 9. All proposed vertical structures shall be located a minimum of 20 feet from the centerline of any Utilities transmission main with a diameter of 16-inches or more.
- 10. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts. The applicant is herein notified that this conservation area determination may result in a reduction and/or reconfiguration of some of the developable areas as shown on the Land Use Plan. Limits of any designated conservation area shall be flagged in a clear and obvious manner before and during the clearing process. The conservation area and required buffers shall be designated as separate tracts/easements as required by code, with development rights dedicated to Orange County at the time of platting.
- 11. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X. "Wetland Conservation Area", prior to Construction Plan approval, no conservation area or buffer encroachments, alterations or removal shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- 12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated August 22, 1988, shall apply:

- a. A six (6) foot high masonry wall shall be provided along the entire northern property boundary, east of the conservation area.
- b. Commercial uses shall be limited to those permitted in the Tourist Commercial uses. Portable signs, billboards and adult entertainment uses shall be prohibited. The project shall meet the Tourist Commercial performance standards.
- c. The Development Plan for the recreation area shall be submitted concurrently with the Development Plan for the multi-family tract.
- d. Building setbacks shall be as follows:

	Tourist Commercial	Residential
North Property Line	25 FT	50 FT
South Property Line	25 FT	25 FT
Conservation Area	50 FT	50 FT
International Drive ROW	50 FT	
Orangewood Boulevard ROW		50 FT
Central Florida Parkway ROW	/ 50 FT	

- e. Prior to Development Plan submittal for the tourist/commercial tract, verification from Florida Power Corporation and Orlando Utilities Commission shall be provided to the County, specifying they have no objection to any proposed development within the easements.
- f. The developer will be responsible for all access improvements as determined by the County Engineer, including the intersection of International Drive and Central Florida Parkway.
- g. Prior to approval of any Development Plans for multi-family sites, a secondary access shall be provided to either north or south.
- h. Compensating storage shall be provided for all fill below the 100 year flood elevation of 81.0.
- i. Signage for the residential tract shall be consistent with Article XXII of the Zoning Resolution. Tourist Commercial sign standards shall apply to the commercial tract.
- j. Recreation facilities shall be provided consistent with Article XXIX of the Zoning Resolution.
- k. A 25 foot wide landscape buffer shall be provided along International Drive, Orangewood Boulevard, and Central Florida Parkway.

14. Christopher J. Allen, Dewberry, Savona Planned Development (PD) Land Use Plan (LUP), Case # CDR-15-11-335, amend plan; District 1

Applicant:

Christopher J. Allen, Dewberry, Savona Planned Development / Land Use Plan (PD / LUP) / Case# CDR-15-11-335

Consideration:

Substantial change request for the following three (3) waivers from Orange County Code:

- 1. A waiver from Section 38-1254(2)(d) to allow for a 50-foot setback from an Expressway (in conjunction with a 14-foot high wall), in lieu of a 75-foot setback from an Expressway.
- 2. A waiver from Section 38-1408(f)(2) to allow for a wall with a maximum height of 14 feet, in lieu of a wall with a maximum height of 8 feet, in the rear yard of lots that abut the Florida Turnpike only; and
- 3. A waiver from Orange County Code Section 38-1501 (the applicable R-1AA District Standards) to allow for a minimum 5-foot-side yard building setback; in lieu of a minimum 7.5-foot-side yard building setback; pursuant to Orange County Code, Chapter 30, Article III, Section 30-89 and Orange County Code, Chapter 38, Article VIII, Division 1, Section 38-1207

Location:

District 1; property generally located East side of South Apopka Vineland Road, north of Courtleigh Drive, and south and west of the Florida Turnpike; Orange County, Florida (legal property description on file)

The following person addressed the Board: Sarah Meyer (phonetic).

Motion/Second: Commissioners Boyd/Nelson

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Christopher J. Allen, Dewberry, Savona Planned Development / Land Use Plan (PD / LUP) / Case# CDR-15-11-335, for the following three (3) waivers from Orange County Code:

- 1. A waiver from Section 38-1254(2)(d) to allow for a 50-foot setback from an Expressway (in conjunction with a 14-foot high wall), in lieu of a 75-foot setback from an Expressway.
- A waiver from Section 38-1408(f)(2) to allow for a wall with a maximum height of 14 feet, in lieu of a wall with a maximum height of 8 feet, in the rear yard of lots that abut the Florida Turnpike only; and
- A waiver from Orange County Code Section 38-1501 (the applicable R-1AA District Standards) to allow for a minimum 5-foot side yard building setback, in lieu of a minimum 7.5-foot side yard building setback

which constitutes a substantial change to the development on the described property; subject to the following conditions:

- Development shall conform to the Savona Planned Development / Land Use Plan 1. (PD/LUP) dated "Received January 7, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received January 7, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. The following Education Condition of Approval shall apply:
  - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of March 31, 2014.

- b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 48 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
- c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
- d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
- e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- 5. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approved this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
- 6. Site development activity shall comply with State recommended Best Management Practices to protect soils during clearing, earthwork and construction. Fugitive dust emissions shall not be allowed from any activity including: vehicular movement, transportation of materials, construction, alteration, loading, unloading, storing or handling; without taking reasonable precautions to prevent such emissions. Reasonable precautions include application of water, dust suppressants, and other measures defined in Orange County Code Chapter 15 Environmental Control, Article III Air Quality Control, Division 2 Rules, Section 15-89.1 Air Pollution Prohibited.
- 7. The following waivers from Orange County Code are granted:

- a. A waiver from Section 38-1254(2)(d) to allow for a 50-foot setback from an Expressway (in conjunction with a 14-foot high wall), in lieu of a 75-foot setback from an Expressway;
- A waiver from Section 38-1408(f)(2) to allow for a wall with a maximum height of 14-feet, in lieu of a wall with a maximum height of 8-feet, in the rear yard of lots that abut the Florida Turnpike only; and
- c. A waiver from Orange County Code Section 38-1501 (the applicable R-1AA District Standards) to allow for a minimum 5-foot side yard building setback, in lieu of a minimum 7.5-foot side yard building setback.
- 8. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated April 8, 2014, shall apply:
  - a. The CC&Rs shall reflect the presence of a water and reclaimed water storage and pumping facility adjacent to the lots located on the south side of this development.
  - b. The developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
  - c. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities prior to Construction Plan submittal. The MUP must be approved prior to Construction Plan approval.
  - d. Approval of this PD shall void the Savona Cluster PSP.
  - e. Tree removal / earthwork shall not occur unless and until Construction Plans for the first Preliminary Subdivision and / or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
  - f. In order to accommodate a unified development, provide a potential connection to the property to the north for a potential future connection, if deemed necessary.
- 15. Abdul Alkadry, Harris Civil Engineers, LLC, Lake Olivia Reserve Preliminary Subdivision Plan (PSP), Substantial Change Case # CDR-15-09-256, amend plan; District 1

Applicant: Abdul Alkadry, Harris Civil Engineers, LLC, Lake Olivia Reserve

Preliminary Subdivision Plan (PSP) - Substantial Change - Case #

CDR-15-09-256

Consideration: Substantial change request to increase the number of proposed lots

from eight (8) to twelve (12) on a total of 26.07 acres; pursuant to

Sections 34-69 and 30-89, Orange County Code.

Location:

District 1; property generally located South of Gotha Road / West of Florida"s Turnpike; Orange County, Florida (legal property description on file in Planning Division)

The following person addressed the Board: Abdul Alkadry.

Board discussion ensued.

Based upon input from the District Commissioner and agreed upon by the applicant, County staff proposed the following new Condition of Approval #16:

Landscaping plan shall be submitted to and approved by the Development Review Committee prior to construction plan approval.

Due to the new condition, existing Condition of Approval #16 was renumbered to Condition of Approval #17.

Motion/Second: Comr

Commissioners Boyd/Nelson

AYE (voice vote): All members

Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Abdul Alkadry, Harris Civil Engineers, LLC, Lake Olivia Reserve Preliminary Subdivision Plan (PSP) – Substantial Change – Case # CDR-15-09-256, to increase the number of proposed lots from eight (8) to twelve (12) on a total of 26.07 acres; which constitutes a substantial change to the development on the described property; subject to the following conditions:

- 1. Development shall conform to the Lake Olivia Reserve Preliminary Subdivision Plan dated "Received January 19, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received January 19, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to

- the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.
- 5. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of initial re-plat submittal.
  - 6. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.
  - 7. This property shall be re-platted.
  - 8. Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or any other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall first apply for a permit, prior to installation. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction.
  - 9. Prior to commencement of any earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

- 10. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- 11. The site shall be stabilized following grubbing, clearing, earth work, or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans, a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
- 12. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
- 13. The Developer shall obtain water from Orange County Utilities.
- 14. Construction plans within this PSP shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.
- 15. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan approval and must apply for and obtain a capacity reservation certificate prior to approval of the re-plat. Nothing in this condition, and nothing in the decision to approve this preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
- 16. <u>Landscaping plan shall be submitted to, and approved by, the Development Review Committee prior to construction plan approval.</u>
- 17. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 5, 2001, shall apply:

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Deputy	y CI	erk									

57	Asset Number	Asset Description	Purchase Date	Original Cost	Depreciated Value	Department/Office last using equipment	Disposition Requested	Justification
		•				·		
	748997	COPIER,CANON	5/1/2013	36,168.95	0.00	Communications	End of lease	Lease expires on April 30, 2016 and will not be renewed.
	903470	MAIL MACHINE, PITNEY BOWES	10/18/1994	1,912.00	0.00	Solid Waste	<b>\</b>	Leased equipment was removed by vendor prior to obtaining Board approval
	946070 946071 970753	RESCUE AIRBAG KIT,PARATECH RESCUE AIRBAG KIT,PARATECH RESCUE AIRBAG KIT,MAXIFORCE	2/15/2001 2/15/2001 7/26/2001	2,596.87 2,596.87 1,825.80	0.00 0.00 0.00	Fire & Rescue	Scrap Assets	Assets are damaged, won't hold pressure, and unsafe to use
	987842 987843 989136 989137	LEKTRIEVER,KARDEX LEKTRIEVER,KARDEX LEKTRIEVER,KARDEX LEKTRIEVER,KARDEX	8/1/1985 8/1/1985 9/1/1986 9/1/1986	11,298.20 11,298.20 13,856.21 13,856.21	0.00 0.00 0.00 0.00	Family Services		Assets have exceed their life expectancy. Due to age, parts are no longer available
	04140020 04140021	15,000 GALLON UNLEADED FUEL TANK 15,000 GALLON DIESEL FUEL TANK	9/30/2000 9/30/2000	81,559.09 81,559.09	32,720,40 32,720,40	Capital Projects on behalf of Roads & Drainage	V	Removal of existing fuel system is required to mitigate potential hazardous impacts at 3-Points Maintenance Facility located at 4737 S. Goldenrod Road
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AGENDA DEVELC 201 South Rosalind Avenue 407-836-5426 • Fax: 407-83

ida 33802-1393

April 25, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

**THRU** 

Cheryl J. Gillespie, Supervisor

Agenda Development Office

FROM:

Pamela Mann-Jackson, Advisory Board Coordinator

Agenda Development Office

SUBJECT: Membership and Mission Review Board Recommendations CONSENT AGENDA ITEM MAY 10, 2016.

1. At its April 15, 2016 meeting, the Membership and Mission Review Board approved recommending the following advisory board appointments and reappointments:

A. Environmental Protection Commission: Appointment of Mark A. Ausley to succeed John Miklos in the conservation organization representative category with a term expiring December 31, 2017.

B. International Drive CRA Advisory Committee: Reappointment of Philip Caronia in the Mayor's representative category and the appointment of Melanie Becker to succeed Thomas D. Smith in the Universal Boulevard Property Owners Association, Inc. representative category with terms expiring January 1, 2018.

ACTION REQUESTED: Approval of the Membership and Mission

Review Board's recommendations for advisory

board appointments and reappointments.

Attachments

### **ENVIRONMENTAL PROTECTION COMMISSION**

MMRB Liaison: Picton Warlow, (407) 467-1311

### **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 are no vacancies on this seven-member board. The term of John Miklos has expired.

### THE MMRB RECOMMENDS:

Consideration of the appointment of Mark A. Ausley to succeed John Miklos in the conservation organization representative category with a term expiring December 31, 2017.

<u>APPLICANT</u>	OCCUPATION	RACE	ETHN	<u>SEX</u>	DISTRICT
Mark A. Ausley	Bio-Tech Consulting, Inc./Project Manager	W	NH	M	2

### **SUMMARY QUALIFICATIONS:**

Mark A. Ausley: Mr. Ausley graduated from the University of Florida with a bachelor's of science degree. He is a licensed certified wildlife biologist by the Wildlife Society. Mr. Ausley has served as an environmental consultant for nearly 20 years in Central Florida.

### **CURRENT BOARD**

	ORIGINAL APPOINTMENT	TERM EXPIRES	RACE	ETHN	SEX	DIST
Professional Engineer						
Glenn W. Dunkelberger	12/11/12	12/31/16	W	NH	M	3
Agricultural Interest David R. Ward	4/10/12	12/31/17	W	*	M	5
Canada and the Constitution of						
Conservation Organizati John Miklos	<u>on</u> 4/6/10	12/31/15	W	*	М	3
Regulated Business or M	lunicipal Represe	ntative				
Sally Atwell	6/18/13	12/31/17	Α	NH	F	2
Mark N. Corbett	12/15/15	12/31/16	W	NH	M	5
Environmental Specialis	<del></del>					
Jonathan Huels	6/10/14	12/31/17	W	NH	M	5
At Large Citizen Represe	entative					
Alexis M. Preisser	1/15/13	12/31/16	W	NH	F.	5

<sup>\*</sup>Unknown

### INTERNATIONAL DRIVE CRA ADVISORY COMMITTEE

MMRB Liaison: Picton Warlow, (407) 467-1311

### **MISSION**

Advises the Board of County Commissioners on the implementation of the International Drive redevelopment plan and the identification and prioritization of projects.

### **STATUS OF VACANCIES**

There are two vacancies on this seven member board due to the removal of Doug Gehret in the ETC of Central Florida representative category and Terry W. Prather in the International Drive Chamber of Commerce representative category for lack of attendance. The terms of Phillip Caronia and Thomas D. Smith have expired.

### THE MMRB RECOMMENDS:

Consideration of the reappointment of Philip Caronia in the Mayor's representative category and the appointment of Melanie Becker to succeed Thomas D. Smith in the Universal Boulevard Property Owners Association, Inc. representative category with terms expiring January 1, 2018.

APPLICANT	OCCUPATION	RACE	<u>ETHN</u>	<u>GEN</u>	DIST
Melanie Becker	SLRC Holdings/Universal Orlando/ Director External Affairs	*	*	F	5

### **SUMMARY OF QUALIFICATIONS:**

**Melanie Becker:** Ms. Becker graduated from the University of Central Florida with a bachelor's of arts degree. She is a member of the Central Florida Hotel and Lodging Association and BusinessForce.

### **CURRENT BOARD**

	ORIGINAL APPOINTMENT	TERM EXPIRES	RACE	<u>ETHN</u>	<u>GEN</u>	DIST
Tangelo Park Civic Association Jeroline G. Adkinson	<u>1</u> 8/7/12	1/1/17	В	*	F	6
I-Drive Master Transit District Susan Godorov	. 1/11/11	1/1/17	W	*	F	5
ETC of Central Florida Doug Gehret [REMOVED]	8/7/12	1/1/17	W	*	M	1
I-Drive Chamber of Commerce Terry W. Prather [REMOVED]	12/3/13	1/1/16	В	*	M	1
Universal Boulevard Property C	Owners Associat	ion				
Thomas D. Smith	8/5/14	1/1/16	W	NH	M	6
<u>Mayor's Representative</u> Philip Caronia	5/5/15	1/1/16	W	NH	M	1
At Large Elisabeth J. Mendes	1/13/15	1/1/18	W	NH	F	1

<sup>\*</sup>Unknown



AGENDA DEVELO 201 South Rosalind Avenue 407-836-5426 • Fax: 407-83

ida 32802-1393

May 3, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Cheryl J. Gillespie, Supervisor (W

Agenda Development Office

SUBJECT:

Appointment to the Membership and Mission Review Board

**CONSENT AGENDA ITEM MAY 10, 2016** 

The Membership and Mission Review Board (MMRB) is composed of nine members, one appointed from each of the county commission districts upon recommendation of the district commissioner, one appointed at large upon recommendation of the County Mayor, and two at large members nominated by the County Mayor or any County Commissioner and appointed by the full board. The district commissioner and County Mayor appointments must be confirmed by the Board of County Commissioners.

Commissioner Nelson has requested Board confirmation of his appointment of Paul D. Seago to succeed Tara L. Barrett on the MMRB with term expiring December 31, 2016. A copy of Mr. Seago's advisory board application for appointment is available upon request.

Please let me know if you require further information.

**ACTION REQUESTED:** 

Confirmation of the appointment of Paul D. Seago to the Membership and Mission Review Board as the District 2 representative with a term expiring December 31, 2016.

### I. CONSENT AGENDA COUNTY ADMINISTRATOR



Interoffice Memorandum

DATE:

April 25, 2016

TO:

Mayor Teresa Jacobs

And

**Board of County Commissioners** 

FROM:

. Kuando Daye, Director, Human Resources Division

SUBJECT:

Consent Agenda - May 10, 2016

Orange County Policy Revision

405 Use of County Property and Information

CONTACTS:

Pati Giambarberee, Human Resources Division

407-836-5828

Samantha Maxwell, Human Resources Division

407-836-5829

Human Resources Division staff continuously reviews the Orange County Policy Manual to determine areas needing revision due to changes in laws and the dynamics of the organization. The most recent review has resulted in proposed changes to the following policy:

#### 405 - Use of County Property and Information

Due to significant changes to electronic communications, this policy revision is necessary to ensure the continued security of the County's electronic communication systems and ensure compliance with Florida Statutes in regards to public records.

Attached, for your review, is the revised policy with changes denoted by underlining and strike through. Your offices will be contacted regarding a briefing on this agenda item.

#### REQUESTED ACTION:

Approval of the revisions and additions to the current Orange County Policy 405 Use of County Property and Information.

Ajit Lalchandani, County Administrator С Eric Gassman, Chief Accountability Officer George Ralls, Deputy County Administrator Randy Singh, Assistant County Administrator Chris Testerman, Assistant County Administrator Jim Harrison, Assistant County Administrator Pati Giambarberee, Human Resources Administrator Samantha Maxwell, Sr. Human Resources Analyst

### 405 Use of County Property and Information

### POLICY:

Employees are provided with equipment, such as tools, <u>computers</u>, vehicles, materials and uniforms to enable safe and efficient performance of assigned duties. Appropriate inventory control measures are to be maintained by each division. Negligence, abuse, misuse, unauthorized personal use or the willful or negligent loss or destruction of County property will result in disciplinary action. Employees may be held financially responsible and required to reimburse the County for equipment damaged, destroyed, lost, or stolen due to neglect, abuse, misuse or personal use.

Information that is obtained in the course of official duties shall not be released by an employee unless the employee is charged with this responsibility as part of his/her official duties. Employees may not either directly or indirectly, use their official positions with the County or information obtained in connection with their employment for private gain or personal benefit. This applies to employee access to and/or use, on and off duty, to the County's network and data applications at the assigned work site, other County work sites or off site, including access to and/or use of the County's systems which may occur at home.

Upon separation, employees are required to return all County property. Failure to do so may will result in the withholding of the employee's final leave paycheck until all property is returned.

# 405.1 Personal Calls/Mail, Visitors and E-Mail; Use of Computer Network and Internet Use; E-Mails, Use of Cell Phones and other Mobile Devices

The receiving and making of personal telephone calls <u>and</u>; e-mails, accessi<u>ng</u> to the <u>County's computer network and internet</u> for personal use, <u>and personal use of a utilizing cellular phones or other mobile devices for personal use, and the receiving of personal visitors while on County time, is discouraged; these activities and shall be done sparingly so as not to causenot be excessive or disruption ive to the workplace or interfere with work productivity environment.</u>

The receiving of personal visitors on County time is also discouraged. Additionally, ‡the County will not handle and distribute personal mail or packages of its employees. All employees shall advise correspondents, businesses, etc., that personal mail must be delivered to their designated personal mailing address and not their place of employment.

Use of the County's computer network and systems is a privilege. Employees may only access areas of the network that they are authorized to use, and are expected to comply with all provisions of Orange County Administrative Regulation 7.06, General, Electronic Mail and Network Security Policy. Employees seeking to gain a higher level of privilege to the network than that for which they are currently authorized must obtain permission from the County's Chief Information Officer (CIO) or designee.

Employees shall keep their network IDs, passwords, County cell phones and other mobile devices secure, and are responsible for any effects on the County network resulting from failing to do so. Introducing or sharing unauthorized, downloaded content is prohibited; engaging in actions that could or do circumvent, disrupt or damage the network and its security is prohibited.

Effective: 04/11/2004 Revised: 10/13/2009 All of the above, as well as other misuse of the County's electronic computer systems is a violation of policy and subject to disciplinary action, up to and including termination.

The County utilizes software and programs in its electronic information systems that allow monitoring by authorized personnel and that create and store copies of any messages, files, or other information that is entered into, received by, sent, or viewed on the systems. There is no expectation of privacy with regard to any information or activity conducted, sent, performed, or viewed on or with County equipment or Internet access. Accordingly, employees should assume that whatever they do, type, enter, send, receive and view on County electronic information systems is electronically stored and subject to inspection, monitoring, evaluation, and County use at any time.

Using personal devices to access, store or transmit County information and materials, including emails, is discouraged. If personal devices are used, employees must ensure security for those personal devices by utilizing security access codes for those devices. Employees shall advise management as soon as reasonably possible of the loss or theft of any of their personal devices that contain County information and materials, including emails.

Employees are prohibited from using cellular phones or other for any purpose including, but not limited to, placing calls, text messaging or instant messaging, while driving a County vehicle unless a hands free device is in use. The use of a cellular phone or other for any purpose to conduct County business without a hands free device while driving a County vehicle or a personal vehicle is prohibited.

Public Safety and other departments requiring radio-communications-may, due to operational necessity, create internal departmental modifications to this policy

Violation of any portion of this policy, or failing to permit inspection of any device used to access the County computer network and/or electronic information systems (for the purpose of accessing records on that device that relate to County business), may result in disciplinary action up to and including termination of employment.

Effective: 04/11/2004 Revised: 10/13/2009

## Holland & Knig

I. CONSENT AGENDA COUNTY ADMINISTRATOR

200 South Orange Avenue, Suite 2600 | Orla Holland & Knight LL.P | www.hklaw.com

Leighton D. Yates, Jr. Direct Dial: 407-244-1126 Email: Leighton.Yates@hklaw.com

April 21, 2016

### VIA HAND DELIVERY AND EMAIL

Mayor Teresa Jacobs AND Orange County Board of County Commissioners Orange County Administration Center 201 South Rosalind Avenue, 5th Floor Orlando, FL 32801

Action Requested: Approval and execution of a Resolution of the Board of County Commissioners of Orange County, Florida approving for the purposes of Sections 125.01(1)(2) and 159.47(1)(F) of the Florida Statutes, as amended, the issuance of Orange County Industrial Development Authority Refunding Revenue Bonds (Faith Assembly of God of Orlando, Inc. Project), Series 2016 in an aggregate principal amount not to exceed \$14,000,000; and providing for an effective date

### Dear Mayor Jacobs:

Re:

We serve as legal counsel to the Orange County Industrial Development Authority (the "<u>Authority</u>") in connection with the proposed Orange County Industrial Development Authority Refunding Revenue Bonds (Faith Assembly of God of Orlando, Inc. Project), Series 2016 in the principal amount of not to exceed \$14,000,000 (the "<u>Refunding Bonds</u>").

The Authority hereby respectfully requests that at its May 10, 2016 meeting, the Orange County Board of County Commissioners (the "Board") approve under Sections 159.47(l)(f) and 125.01(l)(z), Florida Statutes, the issuance by the Authority of the Refunding Bonds. The Authority adopted Resolution No. 2016-01 relating to the Refunding Bonds (the "Authority Bond Resolution") at the regular meeting of the Authority held on April 19, 2016. While the Authority Bond Resolution authorizes Refunding Bonds in an amount not to exceed \$14,000,000, it is estimated by Faith Assembly of God of Orlando, Inc., a Florida nonprofit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (the "Borrower"), that only about \$12,747,175.05 of Refunding Bonds actually will be issued. All of the Refunding Bonds initially will be privately placed with Wells Fargo Bank, N.A. and will be issued under documents that are typical for Wells Fargo's industrial development bond program.

Mayor Teresa Jacobs Orange County Board of County Commissioners April 21, 2016 Page 2

There is no new project and no new money associated with the Refunding Bonds. Instead, the proceeds of the Refunding Bonds will be used to refund the not to exceed \$14,000,000 Orange County Industrial Development Authority Industrial Development Revenue Bonds (Faith Assembly of God of Orlando, Inc. Project), Series 2010 (the "Refunded Bonds") issued by the Authority on or about August 23, 2010 to finance costs incurred by the Borrower in connection with its acquisition, construction, renovation, improvement and/or equipping of Faith Christian Academy located at 9307 Curry Ford Road, Orlando, Florida (the "Faith Christian Academy Project"). The Board previously approved the Refunded Bonds in 2010 for purposes of both Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Statutory Requirements (as hereinafter defined) by its Resolution No. 2010-B-03 dated August 3, 2010 (the "2010 Board Approval"). The Faith Christian Academy Project financed with the proceeds of the Refunded Bonds was completed some years ago.

As you know, the Refunding Bonds may be issued only if the Board has approved the Refunding Bonds as required by Sections 159.47(l)(f) and 125.01(l)(z), <u>Florida Statutes</u> (collectively, the "<u>Statutory Requirements</u>"). For the Board's convenience, I have the following in this package:

- 1. The proposed Board Resolution in the form similar to that used in the past by the Board for its approval of industrial development revenue bonds issued by the Authority (the "Board Resolution"). Section 2 of the proposed Board Resolution explicitly provides that the approval therein is limited solely to the approval of the Refunding Bonds as required by the Statutory Requirements.
- 2. A copy of the Authority Bond Resolution with the form of Trust Indenture and the form of Loan Agreement attached, certified by the Authority's Secretary as adopted by the Authority on April 19, 2016. The Authority Bond Resolution with attachments is to be attached to the Board Resolution as Exhibit A;
- 3. Draft minutes of the Authority's April 19, 2016 meeting, without attachments; and
- 4. The 2010 Board Approval.

Should the Board desire to consider the Board Resolution at its May 10, 2016 meeting, the adoption of the Board Resolution need only be placed on the consent agenda for that meeting. Once the Board has adopted the Board Resolution, the Authority and the Borrower will have all of the legislative authority necessary to issue the Refunding Bonds and loan the proceeds thereof to the Borrower and to finalize various customary financing documents with the assistance of staff and advisors.

In order to permit the sale of the Refunding Bonds, we will appreciate the Board's consideration of the enclosed Board Resolution at its May 10, 2016 meeting.

Mayor Teresa Jacobs
Orange County Board of County Commissioners
April 21, 2016
Page 3

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.

If there is a problem with scheduling this matter on May 10, 2016 or if you or any of the other members of the Board or its staff should require any additional information, please get in touch with me at your earliest convenience.

ACTION REQUESTED: Approval and execution of a Resolution of the Board of County Commissioners of Orange County, Florida approving for the purposes of Sections 125.01(1)(2) and 159.47(1)(F) of the Florida Statutes, as amended, the issuance of Orange County Industrial Development Authority Refunding Revenue Bonds (Faith Assembly of God of Orlando, Inc. Project), Series 2016 in an aggregate principal amount not to exceed \$14,000,000; and providing for an effective date.

Very truly yours,

Leighton D. Yates, Jr.

Lewer Dan

cc:

(All with enclosures)

Ms. Cheryl Gillespie, Agenda Development (3 copies)

Mr. Ajit Lalchandani, Orange County Administrator

Jeffrey Newton, Esq., Orange County Attorney

Lila I. McHenry, Esq., Assistant County Attorney

Ms. Peggy McGarrity, Chief Deputy Comptroller

Mr. Fred Winterkamp, Manager, Fiscal and Business Services

Ms. Ann Catris, Secretary, Orange County Industrial Development Authority

Brian Watson, Esq., Burr & Forman, Bond Counsel

#40784702\_v3

### RESOLUTION NO. 2016 -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA APPROVING FOR THE PURPOSES OF SECTIONS 125.01(1)(Z) AND 159.47(1)(F) OF THE FLORIDA STATUTES, AS AMENDED, THE ISSUANCE OF ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REFUNDING REVENUE BONDS (FAITH ASSEMBLY OF GOD OF ORLANDO, INC. PROJECT), SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,000,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Orange County, Florida (the "Board") declared a need for the Orange County Industrial Development Authority (the "Authority"), appointed its members, and empowered it to act under the provisions of Chapter 159, Part III, Florida Statutes; and

WHEREAS, on April 19, 2016, the Authority adopted the Authority Resolution, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, for the purpose of providing for the issuance of not to exceed \$14,000,000.00 Orange County Industrial Development Authority Refunding Revenue Bonds (Faith Assembly of God of Orlando, Inc. Project), Series 2016 (the "Bonds") for the benefit of Faith Assembly of God of Orlando, Inc., a not for profit corporation organized and existing under the laws of the State of Florida (the "Borrower") for the purpose of (i) paying all or any part of the cost of issuance of the Bonds (within applicable limits), and (ii) refinancing the project consisting of the acquisition, construction, renovation, improvement and/or equipping of an approximately 150,000 square foot educational facility for the Borrower's school, which is located at the Northwest corner of the intersection of State Road 417 and Curry Ford Road, Orlando, Orange County, Florida (the "Project"); and

WHEREAS, the Board has been requested by the Authority to consider and approve the Authority's issuance of the Bonds under the provisions of Sections 125.01(1)(z) and 159.47(1)(f), Florida Statutes, as amended;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Orange County Florida as follows:

**SECTION 1.** Issuance by the Authority of its Orange County Industrial Development Authority of its Refunding Revenue Bonds (Faith Assembly of God of Orlando, Inc. Project), Series 2016 in an aggregate principal amount of not to exceed \$14,000,000.00 as contemplated by the Authority's Resolution shall be and hereby is approved.

**SECTION 2.** This approval is solely for the purposes of Sections 125.01(1)(z) and 159.47(1)(f) of the Florida Statutes. The issuance of the Bonds and the use of the proceeds

thereof to refinance the costs of the Project as contemplated by the Authority's Resolution shall be and hereby are approved.

SECTION 3. The approval given herein shall not be construed as: (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason if its adoption of this Resolution to make any such endorsement, finding, or recommendation or to have waived any right of the Board or to have estopped the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project, and the Authority shall so provide in financing documents setting forth the details of the Bonds.

[Remainder of page intentionally left blank.]

**SECTION 4.** Nothing contained in this approval shall be deemed to create any obligation or obligations of the County or the Board.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this \_\_\_\_ day of May, 2016.

### ORANGE COUNTY, FLORIDA

	By:
	Teresa Jacobs
	Orange County Mayor
[SEAL]	
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ATTEST:	
	<u> </u>
Clerk	



#### RISK MANAGEMENT DIVI JOHN PETRELLI, MANAGI 109 E. Church Street, Suite 200, Orlan (407) 836-9640 • FAX (407) 836-9630

#### I. CONSENT AGENDA COUNTY ADMINISTRATOR 5

#### **MEMORANDUM**

TO:

Mayor Teresa Jacobs

-AND-

Board of County Commissioners

FROM:

John Petrelli, CPCU, AIC, ARM

DATE:

April 15, 2016

SUBJECT:

Ratification of Intergovernmental Claims

The Intergovernmental Risk Management Committee at its meeting on March 31, 2016 ratified payment of claims as follows for Fiscal Years 1977/1978 through 2015/2016:

WORKERS' COMPENSATION

\$ 67,674.67

PROPERTY DAMAGE/LOSS GENERAL, & AUTO LIABILITY

\$ 69,226.92

**TOTAL** 

\$ 136,901.59

The Intergovernmental Risk Management Committee at its meeting on April 14, 2016 ratified payment of claims as follows for Fiscal Years 1977/1978 through 2015/2015:

WORKERS' COMPENSATION PROPERTY DAMAGE/LOSS

\$ 254,798.61

GENERAL, & AUTO LIABILITY

\$ 440,988.04

TOTAL.

\$ 695,786.65

#### Action Requested:

Approval of Ratification of payment of Intergovernmental claims of March 31, 2016 and April 14, 2016 totaling \$832,688.24.



#### Interoffice Memorand

April 14, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FROM:)

Carrie Woodell, Acting Manager, Procurement Division

CONTACT:

Deodat Budhu, Manager, Roads and Drainage Division

407-836-7919

SUBJECT:

Award of Invitation for Bids Y16-190-PD, Right-of-Way

Mowing – Apopka Area, Section I

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-190-PD, Right-of-Way Mowing – Apopka Area, Section I, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC, in the estimated annual contract award amount of \$262,400. Further request authorization for the Procurement Division to exercise option years one and two.

#### PROCUREMENT:

To provide right-of-way mowing in the Apopka Area, Section I, located in District 2.

#### **FUNDING**:

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

#### APPROVALS:

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

Y16-190-PD Page 2 of 2

#### REMARKS:

Five bids from pre-qualified bidders were received and evaluated for responsiveness, responsibility and price. Groundtek of Central Florida, LLC is the lowest responsive responsible bidder. The bid is considered reasonable based on comparison to prices for the same services under the current County right-of-way contract for the same area. Therefore, award is recommended to Groundtek of Central Florida, LLC. P&L Lawn Maintenance, Inc. requested and was granted approval to withdraw their bid.

#### Bid tabulation is as follows:

	BASIC YEAR	OPTION YEAR 1	OPTION YEAR 2	TOTAL EST BID
Groundtek of Central Florida, LLC Begley's Cleaning Service, Inc.	\$262,400 \$268,825	\$336,800 \$339,875	\$411,200 \$408,525	\$1,010,400 \$1,017,225
dba Millennium Grounds and Waters		*		, , ,
Ameriscapes Landscape Management Services, LLC	\$353,875	\$319,625	\$357,375	\$1,030,875
Lawnwalker Services, Inc.	\$741,375	\$824,875	\$917,375	\$2,483,625
P&L Lawn Maintenance, Inc.	Withdrew Bi	d		



April 1, 2016

TO:

Perry Davis, Senior Purchasing Agent

Procurement Division

FROM:

Kesi Warren, Senior Contract Administrator

Business Development Division

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

IFB-Y16-190-PD, Right of Way Mowing Apopka Area Section I (Revised)

The Business Development Division evaluated the 4 bids submitted for this project and found that this contract may be awarded to **Groundtek of Central Florida** a Certified Minority/Women Business Enterprise bidder. The Orange County certified firm is the lowest bidder. Thus, the bid preference does not apply, per the County's M/WBE Ordinance, Section 17-324.

c: Sheena Ferguson, Manager, Business Development Division

heena Terguson

Rank	Bidder	Bid Amount	\$ Over Low Bid	% Difference From Low Bid (5%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid
Low Bid	Groundtek of Central Florida, Inc. (HM)	\$1,010,400				***
2nd Low	Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	\$1,017,225	\$6,825	0.68%		
3rd Low	Ameriscapes Landscape Management Services, LLC	\$1,030,875	\$20,475	2.03%	\$13,650	1.34%
4th Low	Lawnwalker Services, Inc.	\$2,483,625	\$1,473,225	145.81%	\$1,466,400	144.16%



#### Interoffice Memoran

April 14, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FROM:

Carrie Woodell, Acting Manager, Procurement Division

CONTACT:

Deodat Budhu, Manager, Roads and Drainage Division

407-836-7919

SUBJECT:

Award of Invitation for Bids Y16-191-PD, Right-of-Way

Mowing - Apopka Area, Section II

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-191-PD, Right-of-Way Mowing – Apopka Area, Section II, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC, in the estimated annual contract award amount of \$280,400. Further request authorization for the Procurement Division to exercise option years one and two.

#### PROCUREMENT:

To provide right-of-way mowing in the Apopka Area, Section II, located in District 2.

#### **FUNDING**:

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

#### APPROVALS:

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

Y16-191-PD Page 2 of 2

#### REMARKS:

Five bids from pre-qualified bidders were received and evaluated for responsiveness, responsibility and price. Groundtek of Central Florida, LLC is the lowest responsive responsible bidder. The bid is considered reasonable based on comparison to prices for the same services under the current County right-of-way contract for the same area. Therefore, award is recommended to Groundtek of Central Florida, LLC. P&L Lawn Maintenance, Inc. requested and was granted approval to withdraw their bid.

Bid tabulation is as follows:

	BASIC YEAR	OPTION YEAR 1	OPTION YEAR 2	TOTAL EST BID
Groundtek of Central Florida, LLC Begley's Cleaning Service, Inc. dba Millennium Grounds and Waters	\$280,400 \$304,650	\$315,200 \$339,875	\$350,000 \$371,500	\$ 945,600 \$1,016,025
Ameriscapes Landscape Management Services, LLC	\$404,250	\$319,625	\$340,000	\$1,063,875
Lawnwalker Services, Inc. P&L Lawn Maintenance, Inc.	\$606,050 Withdrew Bi	\$545,425 d	\$531,000	\$1,682,475



April 1, 2016

TO:

Perry Davis, Senior Purchasing Agent

Procurement Division

FROM:

Kesi Warren; Senior Contract Administrator

Business Development Division

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

IFB-Y16-191-PD, Right of Way Mowing Apopka Area Section II (Revised)

The Business Development Division evaluated the 4 bids submitted for this project and found that this contract may be awarded to Groundtek of Central Florida a Certified Minority/Women Business Enterprise bidder. The Orange County certified firm is the lowest bidder. Thus, the bid preference does not apply, per the County's M/WBE Ordinance, Section 17-324.

c: Sheena Ferguson, Manager, Business Development Division

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#### BID COMPARISON

## Y16-191-PD, Right of Way Mowing Apopka Area Section II (Revised)

Rank	Bidder	Bìd Amount	\$ Over Low Bid	% Difference From Low Bid (5%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid
Low Bid	Groundtek of Central Florida, Inc. (HM)	\$945,600				\$
2nd Low	Begley's Cleaning Service, Inc. dba Millennium Grounds & Waters	\$1,016,025	\$70,425	7.45%		
3rd Low	Ameriscapes Landscape Management Services, LLC	\$1,063,875	<b>\$</b> 118,275	12.51%	\$47,850	4.71%
4th Low	Lawnwalker Services, Inc.	\$1,682,475	\$736,875	77.93%	\$666,450	65.59%

#### Interoffice Memorandun



April 20, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FRÔN:

Carrie Woodell, Acting Manager, Procurement Division

CONTACT:

John Schmidt, CPPB, Contract Management Administrator

**Orange County Convention Center** 

407-685-5822

SUBJECT:

Award of Invitation for Bids Y16-1008-PD

Rental of Rigging Equipment

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-1008-PD, Rental of Rigging Equipment, to the sole responsive and responsible bidder, Christie Lites Orlando, LLC, for an estimated contract amount of \$160,000 for a 1-year term. Further request authorization for the Procurement Division to renew the contract for four additional 1-year terms.

#### PROCUREMENT:

This contract will provide rigging equipment on an as-needed basis to support customer demands. This equipment will be used to supplement the existing inventory on in-house equipment maintained at the Convention Center.

#### **FUNDING:**

Funding is available in account number 4430-035-0919-3610.

#### APPROVALS:

The Convention Center and the Business Development Division concur with this recommendation.

#### REMARKS:

One bid was received in response to the Invitation for Bids. The bid was evaluated for price, responsiveness and responsibility. The responsive, responsible bid form Christie Lites Orlando, LLC meets all of the requirements of the solicitation. Therefore, Christie Lites Orlando, LLC is recommended for award. The other major supplier for these items received the Invitation for Bids, but due to an oversight on their part, failed to submit a bid.

Page 2 Award of Invitation for Bids, Y16-1008-PD Rental of Rigging Equipment

The bid was determined to be fair and reasonable by staff when compared to prior contracts for like equipment. Christie Lites Orlando, LLC has a satisfactory record of performance with the county.

The bid tabulation is as follows:

#### **Bid Tabulation**

Fixed Percentage Discount
Off Price List Supplied

1. Rental of Rigging Equipment

55% Discount

	<u>Cost Per</u> <u>Delivery/Pickup</u>
	Delivery/1 lekup
2. Routine Delivery/Pickup 24' Truck	\$500
3. Routine Delivery/Pickup 53' Truck	\$1,100
4. Routine Delivery/Pickup Van	\$290
5. Emergency Delivery/Pickup 24' Truck	\$750
6. Emergency Delivery/Pickup 53' Truck	\$1,650
7. Emergency Delivery/Pickup Van	\$435
8. Shipping for all semi-trailer deliveries to be	paid at cost



March 24, 2016

TO:

Perry Davis, Senior Purchasing Agent

Procurement Division

FROM:

Kesi Warren, Senior Contract Administrator

**Business Development Division** 

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

IFB #Y16-1008-PD, Rental of Rigging Equipment

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

c: Sheena Ferguson, Manager, Business Development Division

#### Interoffice Memorandum

April 15, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FROM:

Carrie Woodell, Acting Manager, Procurement Division

CONTACT:

Jacqueline Torbert, Manager, Water Division

407-254-9850

SUBJECT: Award of Invitation for Bids Y16-1013-JS, Hydrofluosilicic Acid

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-1013-JS, Hydrofluosilicic Acid, to the low responsive and responsible bidder, Harcros Chemicals, Inc., in the estimated contract award amount of \$191,380 for a 1-year term contract. Further request authorization for the Procurement Division to renew the contract for two additional 1-year terms.

#### PROCUREMENT:

Hydrofluosilicic acid (fluoride) is added to drinking water as a public health benefit to assist in the prevention of tooth decay.

#### **FUNDING:**

Funds are available in account number 4420 038 1324 4150.

#### APPROVALS:

The Water Division and Business Development Division concur with this recommendation.

#### REMARKS:

Two bids were received in response to Invitation for Bids Y16-1013-JS and were evaluated for responsiveness, responsibility and price. The low bid of Harcros Chemicals, Inc. is \$.22 per gallon lower than the current contract price and is considered reasonable.

Harcros Chemicals, Inc. is the current contractor and they have a satisfactory performance history with the county. Therefore, recommendation is made for award to Harcros Chemicals, Inc.

The bid tabulation is attached.

#### BID TABULATION IFB Y16-1013-JS HYDROFLUOSILICIC ACID

				Harcros (	Chemicals, Inc.	Univar	USA, Inc.
Item #	Description	Estimated Annual Quantity	Unit of	Unit Price	Extended Price	Unit Price	Extended Price
1	Hydrofluosilicic Acid, normal delivery	75,000	Gallons	\$2.48	\$186,000	\$2,59	\$194,250
2	Hydrofluosilicic Acid, emergency delivery	2,000	Gallons	\$2.69	\$5,380	\$2.92	\$5,840
Tot	al Estimated Bid				\$191,380		\$200,090



March 22, 2016

TO:

Jim Schell, Senior Purchasing Agent

Procurement Division

FROM:

Kesi Warren, Senior Contract Administrator

**Business Development Division** 

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

IFB #Y16-1013-JS, Hydrofluosilicie Acid

The Business Development Division evaluated the **2 bids** submitted for this project and found that **none** of the bidders are Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division

## ORANGE COUNTY GOVERNMENT

#### Interoffice Memorandu

April 8, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FROMS

Carrie Woodell, Acting Manager, Procurement Division

CONTACT:

Jacqueline Torbert, Manager, Water Division

407-254-9850

SUBJECT:

Award of Invitation for Bids Y16-1014-JS, Sodium Hypochlorite

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-1014-JS, Sodium Hypochlorite, to the low responsive and responsible bidder, Allied Universal Corporation, in the estimated contract award amount of \$1,120,000 for a 1-year contract. Further request authorization for the Procurement Division to renew the contract for two additional 1-year terms.

#### PROCUREMENT:

Sodium Hypochlorite is used to disinfect water supplied to Utilities customers and as a disinfection agent to meet the water quality standards for re-claimed water.

#### **FUNDING:**

Funds are available in account numbers 4420 038 1324 4151 and 4420 038 1355 4151.

#### APPROVALS:

The Water Division, Water Reclamation Division and Business Development Division concur with this recommendation.

#### REMARKS:

Two bids were received in response to Invitation for Bids Y16-1014-JS and were evaluated for responsiveness, responsibility and price. The low bidder, Allied Universal Corporation has a satisfactory record of performance with the county. Therefore, award is recommended to Allied Universal Corporation.

The bid tabulation is attached.

#### BID TABULATION Y16-1014-JS SODIUM HYPOCHLORITE

			Allied Unive	ersal Corporation	Odyssey M	anufacturing Co.
Description	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price
Sodium Hypochlorite	2,500,000	Gallons	\$0.448	\$1,120,000	\$0.475	\$1,187,500



March 16, 2016

TO:

Jim Schell, Senior Purchasing Agent

Procurement Division

FROM:

Kesi Warren, Senior Contract Administrato

Business Development Division

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

IFB #Y16-1014-JS, Sodium Hypochlorite

The Business Development Division evaluated the **2 bids** submitted for this project and found that **none** of the bidders are Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division

## ORANGE COUNTY GOVERNMENT

#### Interoffice Memorandur

April 12, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FROM

Carrie Woodell, Acting Manager, Procurement Division

CONTACT:

Deodat Budhu, Manager, Roads and Drainage Division

407-836-7919

SUBJECT:

Award of Invitation for Bids Y16-1033-TA, Supply and Delivery of Sod

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-1033-TA, Supply and Delivery of Sod, to the low responsive and responsible bidder, Travis Resmondo Sod, Inc., in the estimated contract award amount of \$436,000 for a 1-year contract. Further request authorization for the Procurement Division to renew the contract for four additional 1-year periods.

#### PROCUREMENT:

To provide pallets of sod, delivered throughout the County, as needed by the Roads and Drainage Division.

#### **FUNDING**:

Funding is available in account 1142-072-2902-4160.

#### APPROVALS:

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

#### REMARKS:

Four (4) bids were received in response to this Invitation for Bids and were evaluated for price, responsiveness, and responsibility. The bid of Lake Jem Farms, Inc. and Hillside Sod Farms, Inc., were determined to be non-responsive due to failure to acknowledge addendum 1 which contained a revised bid response form. The bid of CM Futures was determined to be non-responsible due to failure to meet the required bidder qualifications. Therefore, recommendation is made for award to Travis Resmondo Sod, Inc. The price is considered to be fair and reasonable based on engineering estimates developed by technical staff.

#### Bidder:

Travis Resmondo Sod, Inc.

\$436,000

CM Futures

Non-Responsible

Lake Jem Farms, Inc.

Non-Responsive

Hillside Sod Farms, Inc.

Non-Responsive



April 4, 2016

TO:

Tracy Attenasio, Senior Purchasing Agent

Procurement Division

FROM:

Kesi Warren, Senior Contract Administrator

**Business Development Division** 

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

IFB #Y16-1033-TA, Supply and Delivery of Sod

The Business Development Division evaluated the **2 bids** submitted for this project and found that **none** of the bidders are Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division

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# ORANGE Interoffice Memorandum

April 20, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FROM:

Carrie Woodell, Acting Manager, Procurement Division

CONTACT:

Rich Steiger, Manager

Facilities Management Division

407-836-7473

SUBJECT:

Award of Invitation for Bids Y16-1045-JS, Emergency and Temporary

**HVAC** Equipment Rental and Installation Services

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-1045-JS, Emergency and Temporary HVAC Equipment Rental and Installation Services, to the low responsive and responsible bidder, Portable Air, LLC, in the estimated contract award amount of \$188,982 for a 1-year term contract. Further request authorization for the Procurement Division to renew the contract for two additional 1-year terms.

#### PROCUREMENT:

To provide HVAC equipment and installation on an as needed basis and for projects which may interrupt heating and cooling equipment at various buildings throughout the County.

#### **FUNDING:**

Funds are available in account numbers 0001-043-1713-3610, 0001-043-1715-3610, 0001-043-1717-3610, 0001-043-1718-3610 and 0001-043-1719-3610.

#### APPROVALS:

The Facilities Management Division and Business Development Division concur with this recommendation.

#### DISCUSSION:

Five bids were received in response to Invitation for Bids Y16-1045-JS and were evaluated for responsiveness, responsibility and price. The low bidder, Portable Air, LLC has a satisfactory performance record on previous contracts for these services. Following is the bid tabulation.

Portable Air, LLC	\$188,982
Trane US, Inc.	\$204,216
Carrier Rental Systems	\$232,746
Sunbelt Rentals, Inc.	\$240,015
United Rentals North America, Inc.	\$243,730



April 7, 2016

TO:

Jim Schell, Senior Purchasing Agent

Procurement Division

FROM:

Kesi Warren, Senior Contract Administrator

Business Development Division

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

IFB #Y16-1045-JS, Emergency and Temporary HVAC Equipment Rental and

**Installation Services** 

The Business Development Division evaluated the **5 bids** submitted for this project and found that **none** of the bidders are Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Sheena Ferguson, Manager, Business Development Division

## OUNTY OVERNMENT

#### Interoffice Memorandum

April 18, 2016

To:

Mayor Teresa Jacobs

and the Board of County Commissioners

From:

Carrie Woodell, Acting Manager, Procurement Division

Contact:

Sara Flynn-Kramer, Manager, Capital Projects Division

407-836-0048

Subject:

Award of Invitation for Bids Y16-732-CC, Barnett Park

Administration Building Skylight Replacement

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-732-CC, Barnett Park Administration Building Skylight Replacement, to the low responsive and responsible bidder, Close Construction, LLC, in the total contract award amount of \$266,445 (Alternate Bid).

#### PROCUREMENT:

The contract is for the removal and replacement of two existing skylights located in the Barnett Park Administration Building. The base bid required the skylights to be replaced with a glass system. An alternate bid was included in the solicitation for a fiberglass system. The alternate bid was determined to be the most cost effective. This project is located in District 6.

#### **FUNDING**:

Funding is available in account number 1023-043-2052-6210.

#### APPROVALS:

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

#### REMARKS:

Two bids were received. RMS Orlando, Inc. did not submit a bid bond and therefore was determined to be non-responsive. Close Construction, LLC has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to Close Construction, LLC.

Page 2 Award of Invitation for Bids Y16-732-CC

<u>Bids Received:</u> Base Bid: Close Construction, LLC \$382,360

Alternate Bid: \$266,445

RMS Orlando, Inc.

Non-responsive



February 10, 2016

TO:

Corie Cummings, Senior Contract Administrator

Procurement Division

FROM:

Dexter Watts, Senior Contract Administrator

Business Development Division

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

Y16-732-CC / Barnett Park Administration Building Skylight

Replacement - Alternate Bid

The Business Development Division evaluated the one bid submitted for this project and found that the apparent low bidder Close Construction, LLC did not achieve good faith effort documentation and reported 5.99% MWBE participation in their bid. Please note the following certified MWBE participation:

Wbe-wf	One Source Roofing, Inc.	\$15,970
Total MWBI	* ***	\$15,970.00 (5.99%)

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

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

c: Sheena Ferguson, Manager, Business Development Division

Heena

#### BID COMPARISON - ALTERNATE

98	g IFB-Y16-732-CC / Barnett Park Administration Building Skylight Replacement									
							%		%	
							Difference	\$ Over	Difference	
			M/WBE	% M/WBE		\$ Over Low	From Low	2nd Low	From 2nd	EEO %
Rank	Bidder	Bid Amount	\$'s in Bid	(Goal 25%)	GFE	Bid	Bid (7%)	Bid	Low Bid	M / W
Low Bid	Close Construction, LLC	\$266,445	\$15,970	5.99%	no					0/23

## ORANGE COUNTY GOVERNMENT F. L. O. R. I. D. A

#### Interoffice Memorandum

April 11, 2016

To:

Mayor Teresa Jacobs

and the Board of County Commissioners

Flore

Carrie Woodell, Acting Manager, Procurement Division

Contact:

Marc Cannata, Systems Manager, Capital Planning Division

(407) 685-5953

Subject:

Award of Invitation for Bids Y16-744-RM, Orange County Convention

Center West Building Dining Hall C Renovations

#### **ACTION REQUESTED:**

Approval to award Invitation for Bids Y16-744-RM, Orange County Convention Center West Building Dining Hall C Renovations, to the low responsive and responsible bidder, Axios Construction Services, LLC in the total contract award amount of \$1,194,948.

#### PROCUREMENT:

The scope of work includes renovation of the dining lounge including floors, walls, ceilings, LED lighting, seating, moveable furniture, furnishings and kitchen equipment.

#### **FUNDING**:

Funding is available in account number 4430 035 0966 6210.

#### APPROVALS:

The Orange County Convention Center Capital Planning Division and Business Development Division concur with this recommendation.

#### REMARKS:

Three bids were received. The low bidder, S.A. Casey Construction, Inc. failed to achieve the M/WBE goal of 25% with only 19.03% participation. The second low bidder, Axios Construction Services, LLC met the M/WBE goal with 37.13% participation and is within the sliding scale of 5% of the low bidder to allow award in accordance with MWBE provision of the solicitation. Axios Construction Services, LLC has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Axios Construction Services, LLC.

Page 2 Award of Invitation for Bids Y16-744-RM

## Bids Received

S.A. Casey Construction, Inc.	\$1,151,000.00
Axios Construction Services, LLC	\$1,194,948.00
Pillar Construction Group, LLC	\$1,314,447.83



March 18, 2016

TO:

Rolando Melo, Senior Contract Administrator

Procurement Division

FROM:

Dexter Watts, Senior Contract Administrator

Business Development Division

SUBJECT:

Business Development Division Bid Evaluation

PROJECT:

Y16-744-RM / Orange County Convention Center West Building Dining

Room Hall C Renovations

The Business Development Division evaluated the 3 bids submitted for this project and found that the apparent low bidder S.A. Casey Construction, Inc. did not achieve good faith effort documentation and reported 19.03% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Lakeside Electrical Services, LLC	\$219,047
Total MWBI	E Participation	\$219,047.00 (19.03%)

The second low bid submitted by Orange County MWBE firm Axios Construction Services, LLC met the MWBE participation goal and reported 37.13% MWBE participation in their bid. The second low bidder met the MWBE goal and is within the 5% sliding scale range of the low bidder (at 3.82%) for contract awards from \$750,000.01 to \$2,000,000.00. Therefore, this bid may be awarded to the second low bidder. Please note the following certified MWBE participation:

Mbe-afam	Axios Construction Services, LLC	\$229,188
Wbe-wf	Boyd Hart Company	\$4,295
Mbe-afam	J. B. Mechanical	\$25,000
Mbe-hm	Lakeside Electrical Services, LLC	\$185,235
Total MWBI	E Participation	\$443,718.00 (37.13%)

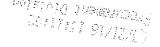
The third low bid submitted by Pillar Construction Group, LLC did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

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.

Aheena Olypeson

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

c: Sheena Ferguson, Manager, Business Development Division



#### BID COMPARISON

FS-Y16-744-RM / Orange County Convention Center West Building Dining Room Hall C Renovations										
Rank	<b>Bidde</b> r	Bid Amount	M/WBE \$'s	% M/WBE (Goal 25%)	1	\$ Over Low Bid	% Difference From Low Bid (5%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	
Low Bid	S.A. Casey Construction, Inc.	\$1,151,000.00	\$219,047.00	19.03%	no					23/19
2nd Low	Axios Construction Services, LLC [mbe-afam]	\$1,194,948.00	<del>•</del>	37.13%	na	\$43,948.00	3.82%			71/29
3rd Low	Pillar Construction Group, LLC	\$1,314,447.83	\$0.00	0.00%	no	\$163,447.83	14.20%	\$119,499.83	10.00%	16/16



#### Interoffice Memorand

April 19, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FRØM: /

Carrie Woodell, Acting Manager, Procurement Division

CONTACT: James Becker, Manager, Solid Waste Division

407-254-9660

SUBJECT: Approval of Purchase Order M78336, Jerome H2S Monitoring

Systems

#### **ACTION REQUESTED:**

Approval of Purchase Order M78336, for the Jerome H2S Monitoring Systems, which includes all software, radios, filters and anemometers, with Arizona Instrument LLC, in the amount of \$116,875.

#### PROCUREMENT:

To provide continuous recordings of hydrogen sulfide levels around the landfill site.

#### **FUNDING**:

Funding is available in account number 4410 038 1012 3197.

#### APPROVALS:

The Solid Waste Division concurs with this recommendation.

#### **REMARKS:**

Arizona Instrument LLC is the only manufacturer and authorized calibration source for the Jerome-651 and X631 PPB Hydrogen Sulfide Vapor Analyzers, which features the inherently stable Gold Film Sensor. The stationary monitoring units are the only meters made that can read down to 3 parts per billion of hydrogen sulfide and operate accurately in the various humidity levels around the landfill site. Without the meters, we do not have continuous information on the hydrogen sulfide concentrations. The amount of the procurement is considered reasonable in comparison of prices for similar equipment currently being used by Utilities Waste Water and Solid Waste Divisions.

## Interoffice Memorandu



April 19, 2016

TO:

Mayor Teresa Jacobs

and the Board of County Commissioners

FROM

Carrie Woodell, Acting Manager, Procurement Division

CONTACT: Rafael Mena, Chief Information Officer, Information Systems and

Services Division 407-836-5200

SUBJECT: Approval of Renewal of Software Support and Annual Maintenance

for Oracle Applications and Databases

#### ACTION REQUESTED:

Approval of renewal of Software Support and Annual Maintenance for Oracle Applications and Databases, with Oracle USA, Inc., in the amount of \$541,339 for the period of May 31, 2016 through May 30, 2017.

#### PROCUREMENT:

Oracle databases support critical applications including Oracle's PeopleSoft Human Capital Management (HCM) and Oracle's PeopleSoft Enterprise Revenue management (ERM) applications.

#### **FUNDING:**

Funding is available in the account number 0001-031-0506-3192.

#### APPROVALS:

The Information Systems Services this and Division with concurs recommendation.

#### REMARKS:

Oracle USA, Inc. is the only company authorized to support and maintain its products. Although this service is proprietary to Oracle, competition may be obtained through Oracle's authorized resellers, but will result in an additional mark up to the support costs. Therefore, staff has concluded that contracting directly with Oracle for this proprietary software maintenance is in the County's best interest. This approach offers the County the lowest service cost and allows for direct contract administration activities with Oracle without having to go through a third party.

The renewal cost is considered reasonable based on market research where software maintenance and support services average annual increase for similar services range from 2% to 5%. Since last year, cost has increased no more than 3%. This renewal also includes additional licenses for upgrades.





April 18, 2016

To:

Mayor Teresa Jacobs

and the Board of County Commissioners

Ffolia)

Carrie Woodell, Acting Manager, Procurement Division

Contact:

Mitchell L. Glasser, Manager

Housing and Community Development Division

407-836-5190

Subject:

Selection of Developer, Request For Proposals Y16-613-PD

Multi-Family Affordable Housing Development

#### **ACTION REQUESTED:**

Selection of Atlantic Housing Partners, L.L.P. / Southern Affordable Development L.L.C. for negotiation and award of a Multi-Family Affordable Housing Developers Agreement, under RFP Y16-613-PD, for the Housing and Community Development Division. Further request approval for the Procurement Division to execute the Developers Agreement and to negotiate terms of the loan within a budgeted amount of \$1,000,000 from Orange County's INVEST Program and \$1,000,000 from the State Housing Initiative Partnership (SHIP) program.

Proposals were evaluated by the Procurement Committee on April 13, 2016. Commissioner Clarke was assigned to the Procurement Committee.

#### PROCUREMENT:

To provide financial assistance to eligible developers to encourage and facilitate the acquisition and rehabilitation or new construction of affordable multi-family rental housing in Orange County with emphasis on serving low and very low-income households and special targeting for homeless families.

#### REMARKS:

One proposal was received and evaluated. Atlantic Housing Partners, L.L.P. / Southern Affordable Development L.L.C. requested Orange County's INVEST Program funding in the amount of \$1,000,000 and SHIP funding in the amount of \$1,000,000 for the construction of a new 70 unit affordable community named Goldenrod Point. In addition, the RFP had a special targeting requirement up to a maximum of 20 percent of the units (14 units) which will be set aside for those families and individuals that are homeless due to unforeseen economic hardship.

Page 2 Selection of Developer, Request For Proposals Y16-613-PD Multi-Family Affordable Housing Development

These 14 set aside units will be low barrier for qualifying and have reduced rents which will provide homeless families the opportunity to re-establish themselves in the rental housing market. The remaining 56 units will all be affordable units at rent restricted levels for low-income households earning 60 percent or less of the area median income.

Thirty-five developers were notified of the solicitation. Twelve developers attended the pre-proposal meeting. Due to the special requirements of this RFP concerning the homeless and very low income, only one proposal was received.



#### Interoffice Memorandum

March 22, 2016

To:

Perry Davis, Senior Purchasing Agent

Purchasing and Contracts Division

FROM:

Kesi Warren, Senior Contract Administrator

**Business Development Division** 

SUBJ:

RFP #Y16-613-PD, Multi-Family Affordable Housing Development

Below are the respondents to the subject RFP with their firm's certified sub-consultants and M/WBE participation score on a 1-5 rating:

1.	Atlantic Housing Partners, LLC/Southern Affordable Development, LLC		2 Points
*	None	0%	
	Total MWBE Participation:	0%	
*	EEO Staff	- 0%	
Bonus Points			
*	Service-Disabled Veteran (SDV)	0	
	Welfare Recipients:	5	

<sup>\*</sup>The minority forms were not included with the proposal.

Ahua Gerguss

cc: Contract File

ORANGE COUNTY GOVERNMENT Interoffice

#### REAL ESTATE MANAGEMENT ITEM 1

DATE:

April 22, 2016

TO:

Mayor Teresa Jacobs

and the

Board of County Commissioners

THROUGH:

Ann Caswell, Manager

Real Estate Management Division

FROM:

Robin Giove, Lease Program Manager

Real Estate Management Division

CONTACT

PERSON:

Ann Caswell, Manager

**DIVISION:** 

Real Estate Management

Phone: 836-7082

**ACTION** 

REQUESTED:

APPROVAL AND EXECUTION OF FIRST AMENDMENT TO

GROUND LEASE BETWEEN ORANGE COUNTY AND STATE OF

FLORIDA, DEPARTMENT OF JUVENILE JUSTICE AND DELEGATION OF AUTHORITY TO THE REAL ESTATE

MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, IF

NEEDED, FOR GROUND SPACE

PROJECT:

Juvenile Justice Facility

Lease #5022 3150 39<sup>th</sup> Street Orlando, Florida

District 6

**PURPOSE:** 

To continue to provide ground space for the Juvenile Justice Facility.

ITEM:

First Amendment to Ground Lease

Revenue: None Size: 4.06 acres

Term: 10 years

Option: One, 10-year renewal

Real Estate Management Division Agenda Item 1 April 22, 2016 Page 2

APPROVALS:

Real Estate Management Division

County Attorney's Office Risk Management Division

**REMARKS:** 

Orange County and the State of Florida, Department of Juvenile Justice ("DJJ") entered into a Ground Lease approved by the Board of County Commissioners January 9, 1996, for an initial term of twenty (20) years with two (2) options to renew for another ten (10) years each.

This action exercises the first option to renew the Ground Lease for another ten (10) years.

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 N



#### REAL ESTATE MANAGEMENT ITEM 2

DATE:

April 22, 2016

TO:

Mayor Teresa Jacobs

and the

Board of County Commissioners

THROUGH:

Ann Caswell, Manager

Real Estate Management Division

FROM:

Ruby Fortson, Senior Acquisition Agent Real Estate Management Division

CONTACT

PERSON:

Ann Caswell, Manager

DIVISION:

Real Estate Management

Phone: 836-7082

ACTION

REQUESTED:

APPROVAL OF AGREEMENT AND UTILITY EASEMENT

BETWEEN KIMZAY OF FLORIDA, INC. AND ORANGE COUNTY

AND AUTHORIZATION TO DISBURSE FUNDS TO PAY ALL

RECORDING FEES AND RECORD INSTRUMENT

PROJECT:

Pump Station No. 3201 (Old Cheney Hwy)

District 5

**PURPOSE:** 

To provide for access, construction, operation and maintenance of utility

facilities.

ITEMS:

Agreement (Parcel 802)

Utility Easement (Instrument 802.1)

Cost: Donation

Size: 36,729 square feet

BUDGET:

Account No.: 4420-038-1500-19-6340

Real Estate Management Division Agenda Item 2 April 22, 2016 Page 2

**FUNDS:** 

\$44.70 Payable to Orange County Comptroller

(all recording fees)

APPROVALS:

Real Estate Management Division

County Attorney's Office Utilities Department

Risk Management Division

REMARKS:

This easement provides for the construction of utility improvements to upgrade County utility lines through the owner's shopping center.

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 3

DATE:

April 18, 2016

TO:

Mayor Teresa Jacobs

and the

Board of County Commissioners

THROUGH:

Ann Caswell, Manager

Real Estate Management Division

FROM:

Sabrina L. Miller, Senior Acquisition Agent Management Distriction

CONTACT

PERSON:

Ann Caswell, Manager

DIVISION:

Real Estate Management

Phone: 836-7082

**ACTION** 

REQUESTED:

APPROVAL OF SUBORDINATION OF ENCUMBRANCES TO

PROPERTY RIGHTS TO ORANGE COUNTY FROM BANK OF

AMERICA, N.A. AND AUTHORIZATION TO DISBURSE FUNDS TO

PAY RECORDING FEES AND RECORD INSTRUMENT

PROJECT:

Sea World Water Meter Easement

District 1

PURPOSE:

To subordinate encumbrances to County's Utility and Ingress-Egress

Easement.

ITEM:

Subordination of Encumbrances to Property Rights to Orange County

(Instrument 801.2/803.2/803A.2/804.2)

**BUDGET:** 

Account No.: 4420-038-1536-04-6110

**FUNDS:** 

\$86.50 Payable to Orange County Comptroller

(recording fees)

**APPROVALS:** 

Real Estate Management Division

Utilities Department

Real Estate Management Division Agenda Item 3 April 18, 2016 Page 2

#### **REMARKS:**

The Board of County Commissioners approved a Utility and Ingress-Egress Easement Agreement between Sea World of Florida LLC and Orange County on January 26, 2016, with the understanding that Bank of America, N.A. would subsequently execute the required Subordination of Encumbrances to Property Rights to Orange County.

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.

Interoffic



**REAL ESTATE MANAGEMENT ITEM 4** 

DATE:

April 22, 2016

TO:

Mayor Teresa Jacobs

and the

Board of County Commissioners

THROUGH:

Ann Caswell, Manager

Real Estate Management Division

FROM:

Russell L. Corriveau, Senior Acquisition Agent

Real Estate Management Division

CONTACT

PERSON:

Ann Caswell, Manager

DIVISION:

Real Estate Management

Phone: 836-7082

**ACTION** 

REQUESTED:

APPROVAL OF CONTRACT FOR SALE AND PURCHASE AND SPECIAL WARRANTY DEED FROM THE UNIVERSITY OF FLORIDA FOUNDATION, INC. TO ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS

NECESSARY AND INCIDENTAL TO CLOSING

PROJECT:

Fire Station 68 (Invest)

District 3

**PURPOSE:** 

To provide for construction, operation, and maintenance of a new fire

station site.

ITEMS:

Contract for Sale and Purchase (Parcel 101)

Special Warranty Deed (Instrument 101.1)

Cost: \$957,500 Size: 2.5 Acres Real Estate Management Division Agenda Item 4 April 22, 2016 Page 2

BUDGET:

Account No.: 1023-034-0801-6110

FUNDS:

\$963,076.28 Payable to First American Title Insurance Company

(purchase price and closing costs)

APPROVALS:

Real Estate Management Division

Fire Rescue Department Capital Projects Division Risk Management Division

**REMARKS:** 

This property is located at the northeast corner of south Goldenrod Road

and Silver Pointe Boulevard.

Grantor to pay pro-rated taxes.

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.

#### I. CONSENT AGENDA COMMUNITY, ENVIRONMENTAL AND **DEVELOPMENT SERVICES** DEPARTMENT



#### Interoffice M

## AGENDA ITEM

April 5, 2016

TO:

Mayor Teresa Jacobs

- AND-

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Director

Community, Environmental and Development Broth When

Services Department

CONTACT PERSON: Bradley Campbell, Assistant Manager

**Code Enforcement Division** 

(407) 836-4220

SUBJECT:

May 10, 2016 - Consent Items

Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

Pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, the County is authorized to have property cleaned through an independent contractor when not done voluntarily by the property owner, after sufficient notice. Further, the regulation allows the Board of County Commissioners by Resolution to place Special Assessment Liens on such properties to recoup the cost of cleaning. The following properties have been cleaned at the expense of the County with associated costs as indicated.

Dist.#	Property Owner	<u> P</u>	\mount*
1	HIGGINS EMILY; HIGGINS BRUCE	\$	853.40
2	SHEPHARD BRENDA ESTATE	\$	475.90
2	SHANKS CHRISTINA; ATKINS LARRY M;	\$	480.40
	SHANKS BRADLEY J		
2	ROSADO JULIO JR	\$	799.90
2	WHITTAKER MARY	\$	408.40
2	BLAIR VIRGIL	\$	1,227.90
2	VARNADOE GREGORY B	\$	120.45
2	LARCK DEBRA A; LARCK FLOYD S	\$	181.14
2	DUNN FRED NATHAN	\$	498.40
2	ROSADO DOMINGA R	\$	550.40
2	READ JAMES HARRY	\$	830.90
2	RA TLC 2010 HOLDINGS	\$	1,691.40
	1 2 2 2 2 2 2 2 2 2 2 2 2	<ul> <li>SHEPHARD BRENDA ESTATE</li> <li>SHANKS CHRISTINA; ATKINS LARRY M; SHANKS BRADLEY J</li> <li>ROSADO JULIO JR</li> <li>WHITTAKER MARY</li> <li>BLAIR VIRGIL</li> <li>VARNADOE GREGORY B</li> <li>LARCK DEBRA A; LARCK FLOYD S</li> <li>DUNN FRED NATHAN</li> <li>ROSADO DOMINGA R</li> <li>READ JAMES HARRY</li> </ul>	1 HIGGINS EMILY; HIGGINS BRUCE \$ 2 SHEPHARD BRENDA ESTATE \$ 2 SHANKS CHRISTINA; ATKINS LARRY M; \$   SHANKS BRADLEY J 2 ROSADO JULIO JR \$ 2 WHITTAKER MARY \$ 2 BLAIR VIRGIL \$ 2 VARNADOE GREGORY B \$ 2 LARCK DEBRA A; LARCK FLOYD S \$ 2 DUNN FRED NATHAN \$ 2 ROSADO DOMINGA R \$ 3 READ JAMES HARRY \$

Case No.		Property Owner		
			<u> </u>	<u>\mount*</u>
LC 15-1685	3	FAIRWINDS CREDIT UNION	\$	318.98
LC 16-0069	3	RICHARDS JOHN R JR	\$	237.30
LC 16-0295	3	U S BANK NATIONAL ASSN TRUSTEE	\$	106.87
LC 16-0299	3	TRUNTICH EVELYN; TRUNTICH JEFFREY H	\$	365.35
LC 16-0357	3	HUNGERFORD CHARLOTTE ESTATE	\$	984.79
LC 16-0224	5	LE QUOC; LE WATERS	\$	388.73
LC 16-0274	5	ROBERTS CHARLENE G ESTATE	\$	319.80
LC 16-0291	5	MATHEWS DINA E; MATHEWS CORDIE; DILDINE ROBERT A; MATHEWS HARRY EUGENE	\$	731.75
LC 16-0300	5	ALHELAYEL ABDULRAHMAN A	\$	146.83
LC 16-0303	5	WALDEN MORGAN L; WALDEN JAMES C	\$	385.54
LC 16-0304	5	EARLEY HUBERT R	\$	385.71
LC 16-0305	5	CHASE HOME FINANCE LLC	\$	492.78
LC 16-0306	5	GAYTON BRIAN K; GAYTON ANGELA P	\$	445.75
LC 16-0090	6	CHOPRA RAMAN DANNY	\$	196.26
LC 16-0121	6	GONZALEZ FLOR O	\$	172.07
LC 16-0185	6	GROSS PETER	\$	123.85
LC 16-0187	6	SMALLING MARGARET ANN; HALL HEMSLEY R	\$	198.42
LC 16-0233	6	MCCOON MANUJ GLEN	\$	494.26
LC 16-0241	6	TRUST NO 1815N	\$	249.60
LC 16-0247	6	ENGLISH CAROLYN JOANN; COOPER LINWOOD	\$	587.70
		RAY		
LC 16-0248	6	LYNCH JOHN CLEVELAND 1/30 INT; LYNCH	\$	643.43
		RONALD LYNN 1/30 INT; LYNCH FLOYD D 1/6 INT;		
		LYNCH HARWELLC 1/6 INT; PARKER TERESA		
		LYNN 1/6 INT; LYNCH STANLEY RUFUS 1/30 INT;		
		PHILLIPS GEORGE W 1/18 INT; ANGELINA TERRY		
		LEE 1/30 INT; PHILLIPS ELVIS EUGENE 1/18 INT;		
		LYNCH ROBERT E 1/6 INT; DEAS REBECCA 1/18		
		INT; LYNCH DAVID MERRILL 1/30 INT		
LC 16-0249	6	CHRIST CENTERED CHRISTIAN CHURCH	\$	560.48
LC 16-0253	6	INVESTMENT GROUP R AND A	\$	336.89
LC 16-0256	6	CHRIST CENTERED CHRISTIAN CHURCH	\$	613.40
LC 16-0278	6	TRUST NO 3515A	\$	235.53
LC 16-0281	6	YARCKIN ELLEN	\$	371.13
LC 16-0282	6	DAVIS LINDA	\$	421.07
LC 16-0285	6	CHAUDHRY IMRAN; NASEEM SOFIA	\$	573.13

Page Three
May 10, 2016 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

Copies of the Resolutions for the Special Assessment Liens are on file and available for review in the Code Enforcement Division.

\* Administrative costs to process and collect on these cases have been added.

#### **ACTION REQUESTED:**

Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 1, 2, 3, 5 and 6.

JVW/BC:th

#### Interoffice Mer



AGENDA ITEM

April 8, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Director

Community, Environmental and Development

Services Department

CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director

Community, Environmental and Development

**Services Department** 

(407) 836-1405

SUBJECT:

May 10, 2016 — Consent Item

Environmental Protection Commission Recommendation for an

After-the-Fact Variance for Faye H. Stanford

The project site is located at 1141 West 2<sup>nd</sup> Avenue, Windermere, Florida 34786. The Parcel ID for the site is 07-23-28-0048-00-020. The subject property is located on Wauseon Bay, which is adjacent to Lake Butler in Orange County Commission District 1.

On May 30, 2013, the Environmental Protection Division (EPD) issued a Grandfathered Dock Construction Permit (BD-13-04-038) to Faye H. Stanford for the subject property. This permit authorized the Permittee (Faye H. Stanford) to reconstruct a grandfathered dock maintaining the original design and footprint as the previous one. Mr. J. Andrew McCarthy was listed as the Agent/Consultant authorized to secure the permit on behalf of Faye H. Stanford. Specifically, the permit authorized re-construction of the dock in accordance with the plans dated as received by EPD on April 25, 2013 and May 24, 2013.

On January 15, 2014, EPD received notification (via email) from Mr. McCarthy that the boat dock structure was completed. Subsequently, on January 21, 2014, EPD staff conducted a compliance inspection of the completed structure.

On March 31, 2014, EPD received the as-built survey for the completed structure. Upon review of the as-built survey, EPD discovered several additional alterations to the completed structure that were not in compliance with the approved plans. Therefore; since the repair activities did not maintain the original design and footprint of the dock, as required by Section 15-346, the dock is now required to meet the conditions for issuance in Section 15-342 and 15-343.

Page Two
May 10, 2016 – Consent Item
Environmental Protection Commission Recommendation for an After-the-Fact Variance for Faye H. Stanford

On July 19, 2014, EPD received an after-the-fact Application to Construct a Dock for the subject property. Upon review of the application, the repairs to the dock met the conditions of issuance in Section 15-342 and 15-343, with the exception of 15-342 (g) (enclosed dock) and 15-343 (b)(side setback waiver). Subsequently, at the direction of EPD staff, on September 23, 2014, EPD received an after-the-fact Application for Variance to Section 15-342(g), (enclosed structure) in an effort to keep the current enclosed boathouse. According to the applicant, the enclosed boathouse has been in existence since at least 1985.

#### **Enclosed Boat Dock Variance**

Pursuant to Orange County Code, Chapter 15, Article IX, EPD staff evaluated the proposed application and required documents.

Notifications for the after-the-fact variance request were sent to all shoreline property owners within 300 feet of the subject property on September 25, 2014.

Pursuant to Section 15-350(a)(1) Variances, "the applicant(s) shall also describe (1) how strict compliance with the provisions from which the variance is sought would impose a unique and unnecessary hardship on the applicant — the hardship cannot be self-imposed; and (2) the effect of the proposed variance on abutting shoreline property owners."

In response to these provisions, (1) Mr. McCarthy has stated that compliance with new building codes have created a hardship; specifically new building codes in Windermere require staircases to have an 11:7 run-to-rise ratio, whereas the grandfathered steps were too steep. More specifically, the updated code required the staircase to be re-built larger than the historic staircase. A U-shaped staircase had to be built instead of the historic straight staircase.

Regarding Section 15-350(a)(2), Mr. McCarthy has stated that the abutting shoreline property owners (Eugene and Rita Melvin, 1069 West 2<sup>nd</sup> Avenue) have no objection to the enclosed boathouse structure. EPD has not received any objections to the variance request.

#### Side Setback Waiver

As part of the September 23, 2014, application submittal package, EPD also received an after-the-fact Application for Waiver to Section 15-343(b). Per Code, the required side setback distance for the subject property is twenty-five (25) feet from each adjacent property line. The existing structure is 7.1 feet from the adjacent property owner to the southeast. Section 15-343(b) states, "on lots or parcels having a shoreline frontage of seventy-five (75) feet or greater, docks shall have a minimum side setback of twenty-five (25) feet from the projected property line...". Waivers from side-setback requirements may be granted by the Environmental Protection Officer (EPO) if a notarized Letter Of No Objection (LONO) to the waiver is received from the shoreline property owner abutting the applicant's property line affected by the waiver."

Page Three May 10, 2016 – Consent Item Environmental Protection Commission Recommendation for an After-the-Fact Variance for Faye H. Stanford

On April 15, 2014, EPD received a LONO from Eugene and Rita Melvin, the affected neighbors to the southeast, who own the property at 1069 West 2nd Avenue, in Windermere. No action is required by the EPC or the Board of County Commissioners (BCC) for this issue, as the side setback waiver has been approved by the EPO.

#### **Enforcement Action**

There is currently an open enforcement case for this property. A Notice of Violation, dated June 4, 2014, was issued to Faye H. Stanford. Approval of the after-the-fact variance, and issuance of a new after the fact dock construction permit, will resolve the enforcement case.

At the March 30, 2016 public hearing, the EPC voted to uphold the recommendation of the EPO and approve the request for an after-the-fact variance to Section 15-342(g) (enclosed structure).

**ACTION REQUESTED:** 

Acceptance of Recommendation of the Environmental Protection Commission to approve the request for an after-the-fact variance to Section 15-342(g) (enclosed dock) for Faye H. Stanford, After-the-Fact Dock Construction Permit BD-14-09-110. District 1

JVW/LC: mg

Attachments



ENVIRONMENTAL PROTECTION COMMISSION

> Jalm Mildos Chairman

David Ward Vice Chaitman

5-84-54-13

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# ENVIRONMENTAL PROTECTION DIVISION Lori Cunniff, CEP, CHMM, Deputy Director Community, Environmental and Development Services Department

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# ORANGE COUNTY ENVIRONMENTAL PROTECTION COMMISSION

Recommendation regarding a request for approval of an after-the-fact variance to Orange County Code. Chapter 15, Article 1X, Section 15-342(g) (enclosed structure), for After-the-Fact Dock Construction Permit BD-14-09-110; Faye H. Stanford. 1141 West 2<sup>nd</sup> Avenue, Wauscon Bay (adjacent to Lake Butler).

ACTION TAKEN BY THE ENVIRONMENTAL PROTECTION COMMISSION ("EPC") on the above application was as follows:

REQUEST: Faye H. Stanford (the "Applicant") is requesting approval of an after-the-fact variance from Orange County Code, Chapter 15, Article 1X, Section 15-342(g).

BACKGROUND: On May 30, 2013, the Environmental Protection Division (EPD) issued a Grandfathered Dock Construction Permit (BD-13-04-038) to Faye II. Stanford for the subject property. This permit authorized the Permittee (Faye II. Stanford) to reconstruct a grandfathered dock maintaining the original design and footprint as the previous one. Mr. J. Andrew McCarthy was listed as the Agent-Consultant authorized to secure the permit on behalf of Faye II. Stanford. Specifically, the permit authorized re-construction of the dock in accordance with the plans dated as received by EPD on April 25, 2013 and May 24, 2013.

On January 15, 2014, EPD received notification (via email) from Mr. McCarthy that the boat dock structure was completed. Subsequently, on January 21, 2014, EPD staff conducted a compliance inspection of the completed structure.

On March 31, 2014, EPD received the as-built survey for the completed structure. Upon review of the as-built survey, LPD discovered several additional alterations to the completed structure that were not in compliance with the approved plans. Therefore; since the repair activities did not maintain the original design and footprint of the dock, as required by Section 15-346, the dock is now required to meet the conditions for issuance in Section 15-342 and 15-343.

#### Staff Findings

On July 19, 2014, EPD received an after-the-fact Application to Construct a Dock for the subject property. Upon review of the application, the repairs to the dock met the conditions of issuance in Section 15-342 and 15-343, with the exception of 15-342 (g) (enclosed dock) and 15-343 (b)(side setback waiver). Subsequently, at the direction of EPD staff, on September 23, 2014, EPD received an after-the-fact Application for Variance to Section 15-342(g), (enclosed structure) in an effort to keep the current enclosed boathouse. According to the applicant, the enclosed boathouse has been in existence since at least 1985.

Englosed Boat Dock Variance

Pursuant to Orange County Code, Chapter 15, Article IX, Environmental Protection Division (EPD) staff has evaluated the proposed application and required documents.

Notifications for the after-the-fact variance request were sent to all shoreline property owners within 300 feet of the subject property on September 25, 2014.

Pursuant to Section 15-350(a)(4) Variances, "the applicant(s) shall also describe (1) how strict compliance with the provisions from which the variance is sought would impose a unique and unnecessary hardship on the applicant—the hardship cannot be self-imposed; and (2) the effect of the proposed variance on abutting shoreline property owners."

In response to these provisions, (1) Mr. McCarthy has stated that compliance with new building codes have created a hardship: specifically new building codes in Windermere require staircases to have an 11:7 run-to-rise ratio, whereas the grandfathered steps were too steep. More specifically, the updated code required the staircase to be re-built larger than the historic staircase. A U-shaped staircase had to be built instead of the historic straight staircase.

Regarding Section 15-350(a)(2), Mr. McCarthy has stated that the abutting shoreline property owners (Eugene and Rita Melvin, 1069 West 2<sup>nd</sup> Avenue) have no objection to the enclosed boathouse structure. EPD has not received any objections to the variance request.

#### Side Setback Waiyer

As part of the September 23, 2014, application submittal package, EPD also received an after-the-fact Application for Waiver to Section 15-343(b). Per Code, the required side setback distance for the subject property is twenty-five (25) feet from each adjacent property line. The existing structure is 7.1 feet from the adjacent property owner to the southeast. Section 15-343(b) states, "on lots or parcels having a shoreline frontage of seventy-five (75) feet or greater, docks shall have a minimum side setback of twenty-five (25) feet from the projected property line...". Waivers from side-setback requirements may be granted by the Environmental Protection Officer (EPO) if a notarized Letter Of No Objection (LONO) to the waiver is received from the shoreline property owner abutting the applicant's property line affected by the waiver."

On April 15, 2014, EPD received a LONO from Eugene and Rita Melvin, the affected neighbors to the southeast, who own the property at 1069 West 2<sup>nd</sup> Avenue, in Windermere. No action is required by the EPC for this issue because the side setback waiver can be approved by the EPO.

#### Enforcement Action

There is currently an open enforcement case for this property. A Notice of Violation, dated June 4, 2014, was issued to Faye II, Stanford. Since said issuance, EPD and Mr. McCarthy have been working towards bringing the subject property into compliance. Approval of the after-the-fact March 30, 2016 variance, and issuance of a new after the fact dock construction permit, will resolve the enforcement case.

The recommendation of the EPO is to approve the after-the-fact variance request for an enclosed structure.

**RECOMMENDATION:** Approval. Based upon the evidence and testimony presented at the March 30, 2016 public hearing, the Environmental Protection Commission made a recommendation to approve the request for an after-the-fact variance to Orange County Code, Chapter 15, Article IX, Section 15-342(e) for the Faye H. Stanford After-the-Fact Dock Construction Permit BD-14-09-110.

Signature of EPC Chairman:	
- DATE EPC RECOMMENDATION RENDERED:	

# **After-the-Fact Variance Request**



After-the-Fact Application to Construct a Dock

District #1

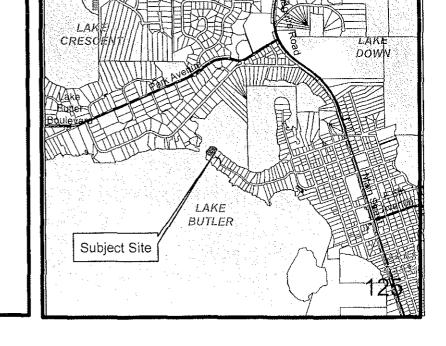
Applicant: Faye H. Stanford

Parcel IDs: 07-23-28-0048-00-020

**Project Site** 

Property Location





#### I, CONSENT AGENDA COMMUNITY, ENVIRONMENTAL AND **DEVELOPMENT SERVICES** DEPARTMENT

Interoffice Mer



AGENDA ITEM

April 11, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Director

Community, Environmental and Development

Services Department

**CONTACT PERSON:** 

Lori Cunniff, CEP, CHMM, Deputy Director Community, Environmental and Development

**Services Department** 

(407) 836-1405

SUBJECT:

May 10, 2016 - Consent Item

Developer's Agreement between Orange County and Independence Community Association, Inc., Semi-Private

Boat Ramp Facility Permit BR-14-04-001

On December 15, 2015, the Board of County Commissioners approved a request for a Semi-Private Boat Ramp Facility (BR-14-04-001) to construct a semi-private boat ramp on the property located at 14862 Speer Lake Drive on Lake Speer.

Specific Condition #8 of Semi-Private Boat Ramp Facility Permit BR-14-04-001 states, "within thirty (30) days of issuance of this permit or prior to EPD approval of the building permit, whichever comes last, a Developers Agreement, accepted and approved by Orange County (OC), shall be recorded in the public records of OC and a copy of the recorded Developers Agreement submitted to EPD."

On April 6, 2016, the applicant provided a signed Developer's Agreement to EPD. The Developer's Agreement is satisfactory to EPD and has been reviewed and approved as to form by the Orange County Attorney's Office and Orange County Comptroller.

ACTION REQUESTED: Approval and execution of Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility by and among Orange County, Florida and Independence Community Association, Inc., and execution of Exhibit

"D" Escrow Agreement. District 1

JVW/LC: mg

**Attachments** 

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

THIS DEVELOPER'S AGREEMENT FOR THE CONSTRUCTION OF A SEMI-

PRIVATE BOAT RAMP FACILITY (the "Agreement") is made and entered into by and among ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("County"), and INDEPENDENCE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 14213 Pleach Street, Winter Garden, Florida 34787 ("Association").

#### RECITALS

WHEREAS, the Association is the owner of certain land situated in Orange County, Florida, as described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Property"), which Property is intended to be used as a "boat ramp facility site" as that term is defined in Section 15-603(e) of the Orange County Code; and

WHEREAS, the Association desires to construct a "semi-private boat ramp facility" (the "Facility"), on the Property; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

- 1. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by this reference.
- 2. The Association agrees to abide by the provisions of the Boat Ramp Ordinance, as it may be amended, except as modified by this Agreement and will install the Facility in accordance with the Construction Drawings attached hereto as **Exhibit "B"** and incorporated herein by this reference.
- 3. The Facility shall be designed, constructed and maintained in conformance with the Orange County Code, except as modified by this Agreement, and any applicable federal or state statues, regulations, or permits, and in such a manner as to prevent any adverse impact or effect upon other properties.
- 4. The County shall not be required or obligated in any way to construct, maintain or participate in any way in the construction or maintenance of the Facility. The Association shall be responsible for all maintenance and repair of the Facility.
- 5. The Facility shall not be dedicated to the use and enjoyment of the general public.

  As a "semi-private boat ramp facility", the Facility is intended for the use of, and will in fact be

used by members of the Association (or their usual and customary guests, but only in the company of such members), wherein the Facility will be located. Further, there shall be no parking provided at the Facility.

- 6. The design and function of the Facility shall not be modified without prior written consent of the Orange County Environmental Protection Division, or other department or division of Orange County government to which is delegated oversight authority (the "Department").
- 7. Upon final approval of the as-built certification by the Orange County Environmental Protection Division, the Association, and its successors and assigns shall be responsible for maintaining and operating the Facility in conformity with this Agreement and the standards of the Boat Ramp Ordinance (except as modified by this Agreement), as it may be amended from time to time.
- 8. The Association, and its successors and assigns, shall bear all costs arising from the use of the Facility including, but not limited to, cost for increased water safety enforcement. These costs shall not exceed ten (10) percent of the assessed value of the Property, the Property value assessment being contemporaneous with the cost assessment.
- 9. The Association, in operating and maintaining the Facility, and its respective successors and assigns, shall abide by the following:
  - a. The boat ramp shall not be more than fifteen (15) feet in width;
- b. To discourage boat maintenance and repairs at the Facility site, electrical outlets and lighting of any kind is prohibited within one hundred (100) feet of the Facility;
- c. The parking of any car or trailer at the Facility site is expressly prohibited.

  At least one (1) sign informing the public of the forgoing restriction and one (1) "Tow-Away" warning sign, as required by the applicable state statue, shall be required at the Facility site.

- d. A variance is hereby granted from Section 15-605(b)(8) of the Orange County Code to allow the companion boat mooring dock's length to exceed the length of the boat ramp (measured from the normal high water mark to the waterward end of the ramp), all as more generally consistent with the Construction Drawings attached as Exhibit "B"; Dock width shall not exceed four (4) feet;
- e. Boat houses and other similar sheltered structures are prohibited on the Property;
- f. The Facility shall have a prop clean-out area, designated for removal of aquatic plants from boat motors and trailers, and shall have a receptacle for depositing plant fragments or other aquatic debris;
- g. The County shall have the authority to clean up, fence, and otherwise block access to the Property if it is not property maintained and until such site has been cleaned up to the satisfaction of the County, or the County has been reimbursed for the cost of clean up. The Association, its successors, and assigns, shall be responsible for any clean up reimbursement due to the County;
- h. Overnight mooring, beaching or storage of boats is prohibited at the Facility;
- i. The Facility shall be the only boat ramp in the Signature Lakes

  Neighborhood on Lake Speer, however, a variance is hereby granted from Section 15-605(b)(20)

  of the Orange County Code to allow for an additional future boat ramp within the Signature

  Lakes Neighborhood, provided the future boat ramp facility is located on a different body of water and is properly permitted and authorized consistent with the Boat Ramp Ordinance. The

foregoing shall not be construed to limit the number of boat docks that may be approved in Signature Lakes;

- j. The Facility shall have at least one (1) trash receptacle at all times;
- k. All parking, refuse and restrooms shall be designated in a manner consistent with the surrounding land uses;
- l. Landscaping, screen walls and any other available measures to reduce noise impacts shall be a part of the design of the Facility;
- m. A "No Wake" sign shall be posted at the Facility requiring no wake within a one-hundred-foot radius of the Facility, notwithstanding whether a skier is being dropped off or picked up;
  - n. The Facility shall be closed between sunset and 7:00 a.m.;
- o. The Facility shall be closed at any time the elevation of the lake is below ninety-seven (97) feet, as determined by a staff gauge to be located at the Facility;
- p. A variance is hereby granted from Section 15-605(b)(14) of the Orange County Code to allow the Association (or its designee) to post an irrevocable letter of credit or cash escrow in favor of Orange County in the amount of ten percent (10%) of the product of the estimated cost to construct the Facility multiplied by 125% which estimated cost shall be prepared and signed by the engineer for the Association. Such letter of credit or cash escrow is intended to secure the costs described in Paragraphs 7 and 8, above.
- 10. In the event the Department determines that the Facility is not properly maintained in accordance with the standards set forth herein, the Department, after thirty (30) days written notice to the Association or its successor(s) in interest, may, without prejudice to any other right or remedy it may have, enter the Property and perform such maintenance as the Department deems

necessary to meet such standards. To the extent the cost of maintenance cannot be satisfied from the letter of credit, or other security required by this Agreement, the County is hereby authorized to assess such cost against the benefited Property, and such maintenance assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such Property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes shall be on a parity with the lien of any such County taxes.

11. Prior to the final inspection of the Facility or issuance of a certification of completion of the Facility, the Association, or its designee, provides to the Department an irrevocable letter of credit or cash escrow in favor of Orange County in the amount of ten percent (10%) of the product of the estimated cost to construct the Facility multiplied by 125%, which estimated cost shall be prepared and signed by the engineer for the Association, to secure the costs described in Paragraphs 7 through 9, above. If a letter of credit is posted, it shall be from a financial institution satisfactory to the County, headquartered within or having a branch within Orange County, and shall not expire until at least one year after the completion of the Facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for the Facility. The letter of credit shall be substantially consistent with the form prescribed in Exhibit "C" attached hereto and incorporated herein by this reference, provided that modifications to such form may be approved administratively by the County. If a cash escrow is posted, an escrow agreement shall be executed by the Association, the County Administrator (or its designee), and the Orange County Comptroller in its capacity as escrow agent (or another escrow agent approved by the County Administrator or its designee), in substantially the form prescribed in Exhibit "D" attached hereto and incorporated herein by this reference, provided that modifications to such form may be approved administratively by the County.

- 12. The Association, and its respective successors and assigns, shall indemnify, defend, and hold the County harmless against all losses, damages, cost, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, use or maintenance of the Facility.
- 13. For the purposes of this Agreement, "maintenance" shall mean keeping the Property in a condition which is in compliance with the Orange County Lot Clearing Ordinance [Article II of Chapter 28, Orange County Code of Ordinances], as it may be amended and replaced from time to time; is consistent with the standards of upkeep required by the covenants, conditions and restrictions that are recorded in the Public Records of Orange County, Florida, for Independence Community Association, Inc, as the same may be amended from time to time; and assures that the Property and Facility are safe and functional.
- 14. The Association, upon the execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Official Records of Orange County, Florida.
- 15. This Agreement and the obligations herein shall run with the Property, shall inure to the benefit of the Property and shall be binding upon any person, firm, or corporation who may become the grantee of any or all of the Property or who may otherwise become a successor or assign in interest, directly or indirectly to the Property.
- 16. The Association agrees to maintain a copy of this Agreement in the official records of the Association.
- 17. Nothing in this Agreement shall be constructed to limit the County's regulatory authority over the Facility.
- 18. This Agreement shall become effective on the date of execution by the last of the parties hereto, whichever date is later ("Effective Date").

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

	ORANGE COUNTY, FLORIDA By: Board of County Commissioners
	By: Teresa Jacobs Orange County Mayor
	Date:
ATTEST: Martha O. Haynie, County O. As Clerk of the Board of County Com	*
By:	
Date:	

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	Independence Community Association, Inc.,a Florida not-for-profit corporation  By:  Print Name: Jawa L WBBB  Title: V.A.  Date:
STATE OF FLORIDA  COUNTY OF <u>Orange</u>	
John L. Webb as  Independence Community Association, Troc.	owledged before me this day ofApril, 2016_, by
(NOTARY SEAL)  ANNA LANDMAN MY COMMISSION # FF173304 EXPIRES: November 08, 2018	Notary Public, State of Florida  Name: Anna Landman  Notary Commission No.: FF173304

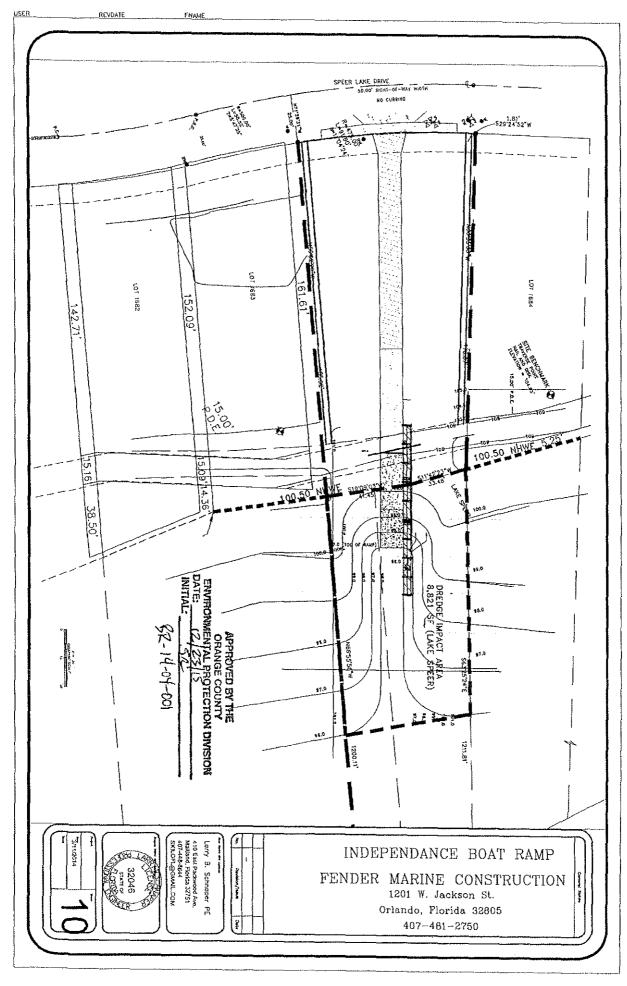
## Exhibit "A"

(the Property)

Tract P-50, Signature Lakes Phases 3B-2 and 3B-3, according to the plat thereof as recorded in Plat Book 80, Page 83, Public Records of Orange County, Florida.

# Exhibit "B"

(Construction Drawings – See Attached)



# Exhibit "C"

(Form of Letter of Credit – Intentionally left blank)

#### Exhibit "D"

#### ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of the date of last execution ("Effective Date") by and among Orange County, a charter county and political subdivision of the State of Florida ("County"); Independence Community Association, Inc., a Florida non-profit Company ("Association") (herein collectively referred to as the "Principals"); and Martha O. Haynie, Orange County Comptroller, in its capacity as Escrow Agent ("Escrow Agent"), with all parties' mailing addresses noted in Section 15, hereinbelow.

#### WITNESSETH:

WHEREAS, the Association owns and desires to have constructed a boat ramp facility on real property located in Orange County, Florida, more particularly described in Exhibit "A," attached herein and incorporated herein (hereinafter referred to as "Property"); and

WHEREAS, the Association intends to have the boat ramp facility constructed on the Property pursuant to Permit Number <u>BR-14-04-001</u> issued by the County on <u>December 28, 2015</u> (the Permit"); and

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

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

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

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

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

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. The Principals hereby retain Escrow Agent, at no cost to them, to serve solely as the Escrow Agent (and in no other capacity) with respect to the Escrowed Funds, as later defined herein, and Escrow Agent hereby accepts such retention.
- 3. Contemporaneously with the execution and delivery of this Escrow Agreement by the Association, the Association has paid, deposited and delivered, in escrow, to the Escrow Agent, eash in the principal sum of \$8,715.00 ("Escrow Funds"), which shall be held in escrow as collateral security for the timely performance by the Association of its obligations relating to maintenance and use of the boat ramp facility under the Developer's Agreement. Within five business days of receipt, the Escrow Agent shall place the Escrow Funds into an escrow account ("Escrow Account") to be held, administered, distributed, and released, as provided for herein. The Escrow Agent shall acknowledge receipt of the Escrow Funds providing notice, either in writing or by electronic mail, to the Principals within five business days after receipt of the Escrow Funds.
- 4. The Escrow Agent is authorized to disburse the Escrow Funds from said Escrow Account to the following Parties upon satisfaction of the conditions of the following events:
  - a. Upon receipt of written notice from the Association, consented or agreed to inwriting by the County, the Escrow Agent shall disburse that amount described in the written notice, up to the full amount of the Escrow Funds (less any funds disbursed to the County for non-compliance as provided below in this paragraph). Disbursements shall be payable to "Independence Community Association, Inc.," and shall be delivered to the address provided in Section 15 below, or such other address as the Association may direct in the written certificate.
  - In the event the County (more specifically, Orange County Environmental Protection Division) determines that the Association has defaulted upon its obligations relating to maintenance and use activities under the Developer's Agreement, the County shall submit written notification to Association describing each matter of non-compliance ("Non-compliance Notification"), and providing 30 days (unless a longer period is agreed upon) to cure, or cause to be cured, such matter(s) referenced in the Non-compliance Notification. In the event the County determines that Association has failed to resolve any matter(s) described in the Non-compliance Notification within the prescribed period of time, the County may request of the Escrow Agent withdrawal of all or a portion, as it deems necessary, of the Escrowed Funds to cause the correction of the matter(s) of noncompliance in the following manner. The Environmental Protection Officer shall present to the Escrow Agent, with a copy to the Association: (1) a statement signed by the Environmental Protection Officer representing that the Association has failed to meet its obligations relating to maintenance and use activities under the Developer's Agreement, (2) an estimate of the cost of completion of the obligation(s), and (3) a draw request. The Escrow Agent shall promptly transfer to the County funds in the amount of the draw request from the Escrowed Funds. At the termination of this Escrow Agreement, funds

not transferred to the County shall be disbursed to Independence Community Association, Inc., without interest.

- c. Any written certificate signed on behalf of the County by any persons stating that they hold any of the following positions or offices may be relied on by the Escrow Agent as the written certificate of the County: County Administrator of Orange County, or his/her designee. Any written certificate or notice signed on behalf of the Association by any persons stating that they hold any of the following positions or offices may be relied on by the Escrow Agent as the written certificate of the Association: any person who states that he or she is the President or Vice-President of the Association.
- d. At any time on or after the one year anniversary of the completion of the boat ramp facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for such facility, and upon the Association's delivery of a written certificate that complies with the procedures hereinabove, any monies remaining in the Escrow Account will be disbursed by Escrow Agent to the Association.
- 5. Simultaneously with final disbursement of the Escrow Funds pursuant to this Escrow Agreement, the Escrow Agent and all other Parties shall be released of all liability, duties and responsibilities under this Escrow Agreement.
- 6. All Parties to this Escrow Agreement understand and agree that Escrow Agent is holding the Escrow Funds as agent and that the funds are not trust funds.
- 7. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then shall only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent shall not be charged with any constructive knowledge whatsoever.
- 8. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the matters herein for which Escrow Agent is expressly obligated. The Principals hereby indemnify Escrow Agent and agree to hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, except in the case of gross negligence, willful misconduct, or breach of trust by Escrow Agent. In connection therewith, Association and the County indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any such claim, whether or not litigation is instituted. Nothing contained herein is intended as, nor shall constitute, a waiver by County or Escrow Agent of its sovereign immunity protections pursuant to Section 768.28, Florida Statutes (2015).

- The Principals expressly agree that the consideration, in part, for each of them entering into this Escrow Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Escrow Agreement. The Principals expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by any party hereto. Upon any failure by any party hereto to perform its obligations under this Escrow Agreement, each party shall be limited strictly to only the following remedies:
  - Action for specific performance or injunction;
  - Action for declaratory judgment regarding the rights and obligations of b. the County;
    - Any combination of the foregoing. c.
- 10. Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent shall not be required to make payment of an amount in excess of the balance in the Escrow Account nor make any interest payment on any balance in the Escrow Account.
- The term of this Escrow Agreement shall be for a period of one year, commencing upon the County's final inspection approval or the County's issuance of a final letter of completion for such facility. This Escrow Agreement may be terminated earlier as follows:
  - Upon written notice given by all Principals of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than 20 business days after notice to Escrow Agent of such cancellation; or
  - Upon Escrow Agent's resignation as escrow agent, which Escrow Agent may do at any time upon giving written notice to Principals of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than 20 business days after the giving of notice of resignation; or
    - Upon disbursement of all Escrowed Funds as provided in Section 4. c.
- Notwithstanding the foregoing, the one-year term may not apply to any portion of the Escrowed Funds that are subject to any active or pending draw request(s) pursuant to Section 4 above.
- Upon termination of the duties of Escrow Agent in either manner set forth in Section IIA or IIB, Escrow Agent shall deliver all of the Escrowed Funds to the newly appointed escrow agent designated in writing by all Principals. Regarding Section IIB only, in the event the Principals fail to agree upon a successor escrow agent prior to the effective date of the cancellation or resignation, Escrow Agent shall have the right to deposit the Escrowed Funds into the registry of an appropriate state court of competent jurisdiction in Orange County, Florida, and request judicial determination of the rights of the Principals by interpleader 143 143 or other appropriate action.

- 14. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. The Principals agree that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to Association and County or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent.
- 15. Any notice required to be given hereunder shall be inwriting and hand delivered by messenger; mailed, postage prepaid, by United States Certified or Registered Mail, Return Receipt Requested; or dispatched by a nationally-recognized overnight mail delivery service, addressed to the parties as follows:

#### If to County:

Orange County, Florida P.O. Box 1393 Orlando, Florida, 32802-1393 Attn.: Orange County Administrator

Facsimile: (407) 836-7399 E-mail: countyadmin @ocfl.net

#### With a copy to:

Orange County Environmental Protection Division 3465 McCrory Place, Suite 200 Orlando, Florida 32803 Attn.: Lori Cunniff,

Manager Facsimile: (407) 836-1499

Email: lori.cunniff@ocfl.net

#### If to Association:

Independence Community Association, Inc. Attn: Kristina Morant 14213 Pleach Street

Winter Garden, FL 34787

Email: Kristina.morant@fsresidential.com

## If to Escrow Agent:

Orange County Comptroller 201 S. Rosalind Avenue P.O. Box 38 Orlando, Florida 32802-0038

Attn: Director of Finance and Accounting

Tel: (407) 836-5715 Facsimile: (407) 836-5753

Email: paul.wunderlich@occompt.com

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

- 16. The failure of Escrow Agent or Principals to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Escrow Agreement shall not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.
- This Escrow Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Escrow Agreement shall be proper only in a state court of competent jurisdiction located in Orange County, Florida.
- Neither Escrow Agent nor Principals shall be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and Principals.
- No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy, shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute. The exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

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- 20. This Escrow Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Escrow Agreement, and that in entering into this Escrow Agreement neither relied upon any representation not especially herein contained.
- 21. This Escrow Agreement shall be binding upon Principals and Escrow Agent and their respective successors and assigns.
- 22. Handwritten provisions and/or typewritten provisions inserted in this Escrow Agreement, which are initialed by all parties, shall control over the printed provisions in conflict therewith.
- 23. The captions contained in this Escrow Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Escrow Agreement or the intent of any provision contained herein. Each reference to "day" or "days" herein shall mean calendar days unless otherwise stated. Any time periods provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00pm of the next full business day.
- 24. This Escrow Agreement may be executed in up to three identical counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

Signed, sealed and delivered in the presence of:	ESCROW AGENT: Martha O. Haynie, Orange County Comptroller
Signature	By: Martha O. Hayne, Orange County Comptroller
Print Name	
Signature	Date:
Printed Name	
Signed, sealed and delivered in the presence of:	ASSOCIATION: Independence Community Association, Inc.
Signature Carol L. Con cannon	By: John L. Webb Vice President
Print Name  Our Ulu  Signature	Date: 4/1/16
Anna Landman Printed Name	
Accepted and agreed to:	ORANGE COUNTY, FORIDA By: Board of County Commissioners
Attest: Martha O. Haynie, County Comptroller As Clerk of the Board of County Commissioners	By: Teresa Jacobs Orange County Mayor
By:	Date:
Date:	



Interoffice Mer.

## AGENDA ITEM

April 18, 2016

TO:

Mayor Teresa Jacobs

---AND--

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Directo

Community, Environmental and Development

Services Department

CONTACT PERSON: John Smogor, Chairman

**Development Review Committee** 

407 836-5616

SUBJECT:

May 10, 2016 — Consent Item

Zanzibar Phase 1 Preliminary Subdivision Plan (PSP) First Amendment to Adequate Public Facilities (APF) Agreement - (Related to Case # PSP-15-07-200)

The proposed Zanzibar Phase 1 Preliminary Subdivision Plan (PSP) contains 141.57 gross acres and is generally located on the north of Old YMCA Road, west of State Road 429. More specifically, the subject property is located within the Village H Specific Area Plan (SAP) of Horizon West, and is primarily designated Estate Rural, Garden Home, and Townhome on the Village H SAP Recommended Land Use Plan (LUP), with limited areas designated Upland Greenbelt and Wetlands. Through the PSP application #PSP-15-07-200, the proposed Zanzibar Phase I PSP subdivides 141.57 acres in order to construct 213 single-family residential dwelling units.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of APF lands, which are based on the ratio of required APF acres to net developable acres within the SAP. In the event that APF land requirements cannot be met within a particular PD, an owner may pay a fee to the County equal to the value of the ratio of required APF lands, and based upon the average fair market value of land as established by an independent appraiser. For the Village H SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 7.6.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Zanzibar PD was subject to an APF agreement. which was entered into on December 3, 2013. That APF agreement recognizes that the project is accountable for a minimum of 14.77 acres of APF lands. The owner has provided 5.78 acres of APF land to the County creating an APF deficit of 8.99 acres.

Page Two
May 10, 2016 — Consent Item
Zanzibar Phase 1 Preliminary Subdivision Plan (PSP)
First Amendment to Adequate Public Facilities (APF) Agreement
(Related to Case # PSP-15-07-200)

The first amendment revises the APF agreement entered into on December 3, 2013, to change certain provisions related to conveyance of the APF land. The First Amendment to Zanzibar APF Agreement received a recommendation of approval from the Development Review Committee on March 9, 2016, and should be considered with the associated PSP public hearing. Upon approval by the Board of County Commissioners, the Agreement will be recorded in the Public Records of Orange County, Florida.

**ACTION REQUESTED:** 

Approval and execution of First Amendment to Adequate Public Facilities Agreement for Zanzibar PD by and between Zanzibar Properties, LLC and Orange County. District 1

JVW/JS:rep

Attachments

## THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Daniel T. O'Keefe, ESQUIRE Shutts & Bowen LLP 300 S. Orange Avenue, Suite 1000 Orlando, FL 32801

Tax Parcel I.D. No.: 31-23-27-0000-00-004

## FIRST AMENDMENT TO ADEQUATE PUBLIC FACILITIES AGREEMENT FOR ZANZIBAR PD

THIS FIRST AMENDMENT TO ADEQUATE PUBLIC FACILITIES AGREEMENT FOR ZANZIBAR PD (this "First Amendment") is made and entered into by and between ZANZIBAR PROPERTIES, LLC, a Florida limited liability company, whose mailing address is 27 Summerlin Avenue, Orlando, Florida 32801 ("Owner"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County") and.

## **RECITALS:**

- A. The County and the Owner entered into that certain Adequate Public Facilities Agreement for Zanzibar PD (the "Agreement") on December 3, 2013, as recorded in Official Records Book 10732, Page 3563, of the Public Records of Orange County, Florida, for the property more particularly described therein (the "PD Property").
- B. The County and the Owner desire to amend the Agreement to revise certain provisions related to conveyance of the APF Land.

**NOW THEREFORE**, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

- 1. <u>Recitals</u>. The above recitals are true and correct and are hereby incorporated as material provisions of this First Amendment by this reference.
- 2. New Section 4.1. The following is added as new Section 4.1, Schedule for Conveyance of APF Land:
  - "4.1. <u>Schedule for Conveyance of APF Land</u>. As an alternative to conveyance prior to or in connection with PD approval, the Owner has elected to convey the APF Land at a later time, as contemplated by Section 30-714 of the APF/TDR Ordinance. Unless otherwise provided herein, at the time of PSP/DP approval for

the parcel in which APF Land is located, the County and the Owner shall mutually determine whether that portion of the APF Land within such PSP/DP shall be dedicated by deed or by plat. The APF Land for (i) the Town Center Connector right-of-way; (ii) the old YMCA East right-of-way; (iii) the old YMCA West right-of-way; and (iv) the related stormwater areas for the PSP shall be conveyed by plat. If the particular APF Land is to be conveyed to the County by deed or easement, then prior to County approval of the applicable PSP/DP, the Owner, or its assigns, shall execute one or more General Warranty Deeds and/or easements for the APF Land that is included in the PSP/PD, naming the County as Grantee, and shall deliver the executed deed(s) and/or easements to the County. Conveyance of APF Land by deed or easement shall be in accordance with the process described in Section 6 of this Agreement. Conveyance of APF Land by plat shall be in accordance with the County's platting process."

3. <u>Amendment to Section 5</u>. The first two sentences of Section 5, <u>Conveyance Procedure</u>, are deleted and replaced with the following:

"In accordance with the terms and conditions of this Agreement, the Owner, or its assigns, shall deliver to the County the General Warranty Deed or easement document, as applicable, to any APF Land that will <u>not</u> be conveyed by plat. All conveyances to the County shall be free and clear of all liens and encumbrances, except for easements and other matters of record which would not prevent the utilization of the conveyance for the intended purposes and which are consistent with County's intended use(s) and acceptable to the County (collectively referred to as the "Permitted Exceptions")."

- 4. <u>Effect of the Amendment</u>. Except as amended hereby, the Agreement shall remain in full force and effect. Capitalized terms not defined herein shall have the same definition as in the Agreement.
- 5. <u>Counterparts</u>. This First Amendment may be executed in not more than two (2) counterparts, both of which taken together shall constitute one and the same instrument and either party or signatory hereto may execute this First Amendment by signing any such counterpart.
- 6. <u>Notice.</u> Any notice delivered with respect to this First Amendment shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner:

Mattamy Orlando LLC

1900 Summit Tower Blvd, Suite 500

Orlando, FL 32810 Attention: Keith Trace

Email: Keith.Trace@mattamycorp.com

With a copy to:

Shutts & Bowen LLP

300 S. Orange Ave., Suite 1000

Orlando, FL 32801

Attention: Daniel T. O'Keefe, Esquire

Email: dokeefe@shutts.com

As to County:

Orange County Administrator

P.O. Box 1393

201 S. Rosalind Ave Orlando, FL 32802-1393

With a copy to:

Orange County Growth Management Department

Manager, Transportation Planning Division Orange County Public Works Complex

4200 S. John Young Parkway Orlando, Florida 32839-9205

- 7. <u>Covenants Running with the Land.</u> This First Amendment shall run with the PD Property and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of Owner and any person, firm, corporation, or other entity that may become the successor in interest to the PD Property, as that term is defined in the Agreement.
- 8. <u>Recordation</u>. An executed original of this First Amendment shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.
- 9. <u>Applicable Law.</u> This First Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
- 10. <u>Time is of the Essence</u>. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this First Amendment and in the Agreement.
- 11. <u>Further Documentation</u>. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

- 12. <u>Limitation of Remedies.</u> County and Owner expressly agree that the consideration, in part, for each of them entering into this First Amendment is the willingness of the other to limit the remedies for all actions arising out of or in connection with this First Amendment.
- (a) Limitations on County's remedies. Upon any failure by Owner to perform its obligations under this First Amendment, County shall be limited strictly to only the following remedies:
  - (i) action for specific performance or injunction; and/or
  - (ii) the withholding of development permits and other approvals and/or permits in connection with the PD Property.

In addition to the foregoing, nothing in this First Amendment prohibits or estops County from exercising its power of eminent domain with respect to the APF Right-of-Way or any other portion of the PD Property as County may lawfully elect.

- (b) Limitations on Owner's remedies. Upon any failure by County to perform its obligations under this First Amendment, Owner shall be limited strictly to only the following remedies:
  - (i) action for specific performance; or
  - (ii) action for injunction; or
  - (iii) action for declaratory judgment regarding the rights and obligations of Owner; or
  - (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this First Amendment by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Amendment. Venue for any actions initiated under or in connection with this First Amendment shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida

13. <u>Authority to Contract</u>. The execution of this First Agreement has been duly authorized by the appropriate body or official of the County and the Owner.

First Amendment to APF Agreement Zanzibar PD, Zanzibar Properties, LLC, 2016 Page 5 of 6

IN WITNESS WHEREOF, the County and the Owner have executed this First Amendment by their respective duly, authorized representatives in manner and form sufficient to bind them on the dates set forth below.

"COUNTY"

ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

ATTEST: Martha O. Haynie, County Comptroller, As Clerk of the Board of County Commissioners		Bv:		
,		J	Teresa Jacobs,	
By:			Orange County Mayor	
Deputy Clerk				
	Date:			_, 2016
Print Name:				

Signed, sealed and delivered in the presence of:	"OWNER"  ZANZIBAR PROPERTIES, LLC, a Florida limited liability company
Print Name: Ashley Westmoreland  Les Jullia Print Name: Linda Sallivan	By:
Zanzibar Properties, LLC, a Florida limited lia who, is known by me to be the person describ	vas acknowledged before me by as MANAGING MEMBER of ability company, on behalf of the company, and bed herein and who executed the foregoing, this is personally known to me or has produced
as identification and with Witness my hand and official seal in of March , 2016.  LAYLATSESMEUS  MY COMMISSION # FF 918344	the County and State last aforesaid this 28 day  ay 14 festure  tary Public nt Name: Lay La Tsecnelis



## Interoffice Memor

## AGENDA ITEM

April 18, 2016

TO:

Mayor Teresa Jacobs

-AND-

Board of County Commissioners

FROM:

James E. Harrison, Esq., P.E., Chairman

Roadway Agreement Committee

40**7** 836-5610

SUBJECT:

May 10, 2016 – Consent Item

Proportionate Share Agreement Windermere Business Plaza

Reams Road Improvements: From Center Drive (f/k/a Cast Drive)

to Taborfield Avenue

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Windermere Business Plaza on Reams Road (from From Center Drive (f/k/a Cast Drive) to Taborfield Avenue) ("Agreement") by and between Windermere Business Plaza, LLC and Orange County for a proportionate share payment in the amount of \$53,015. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment. The Proportionate Share payment is due within thirty days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Reams Road for five deficient trips on the road segment from Center Drive (f/k/a Cast Drive) to Taborfield Avenue in an amount of \$10,603 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on March 16, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

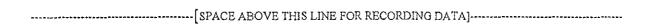
ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Windermere Business Plaza Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Taborfield Avenue by and between Windermere Business Plaza, LLC and Orange County for a proportionate share payment in the amount of \$53,015. District 1

JEH/HEGB:rep

Attachment

This instrument prepared by and after recording return to:
Mohammed N. Abdallah, PE, PTOE
Traffic & Mobility Consultants, LLC
3101 Maguire Blvd, Ste 265
Orlando, Florida 32803

Parcel ID Number(s): 36-23-27-5452-03-000



## PROPORTIONATE SHARE AGREEMENT FOR WINDERMERE BUSINESS PLAZA

Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Taborfield Avenue

This Proportionate Share Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Windermere Business Plaza, LLC, a Florida limited liability company ("Owner"), whose mailing address is 11107 Coniston Way, Windermere, FL 34786, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is located in County Commission District 1, within the County's Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Reams Road from Taborfield Avenue to Summerlake Park Boulevard; and

WHEREAS, Owner intends to develop the Property as 23,275 square feet of medical office and commercial uses (the "Project"); and

WHEREAS, Owner received a letter from County dated March 7, 2016, stating that Owner's Capacity Encumbrance Letter ("CEL") application #15-11-100 for the Project was denied; and

WHEREAS, the Project will generate five (5) deficient PM Peak Hour trips (the "Excess Trips") for the deficient roadway segment on Reams Road from Center Drive (f/k/a Cast Drive) to Taborfield Avenue (the "Deficient Segment"), and zero (0) PM Peak Hour trips were available on

the Deficient Segment on the date the CEL was denied, as further described in Exhibit "B" hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is fifty-three thousand fifteen and no/100 Dollars (\$53,015.00) (the "PS Payment"); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

## Section 2. Issuance of Capacity Encumbrance Letter.

Calculation of PS Payment: The amount of the PS Payment for the Deficient Segment described in Exhibit "B," attached hereto and incorporated herein by reference, totals fifty-three thousand fifteen and no/100 Dollars (\$53,015.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Owner's Traffic Study titled "Windermere Village Plaza, Lakeside Village South PD Traffic Impact Analysis" prepared by TRAFFIC & MOBILITY CONSULTANTS, LLC on January 20, 2016, for WINDERMERE BUSINESS PLAZA, LLC (the "Traffic Study"), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit "B." The Traffic Study was accepted by the Orange County Transportation Planning Division on March 7, 2016, and is on file and available for inspection with that Division (CMS #15-11-100), Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

- Owner shall deliver a check to County in the amount of fifty-three thousand fifteen and no/100 Dollars (\$53,015.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of the Effective Date, this Agreement shall become null and void.
- (c) Project Development. Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.
- (d) Increase in Project Trips. Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.
- (e) Satisfaction of Transportation Improvement Requirements. County hereby acknowledges and agrees that, based upon Owner's commitment to pay the PS Payment as required herein and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, or

Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

Section 4. No Refund. The PS Payment (including any reservation fees paid with the PS Payment) is non-refundable.

Section 5. Notice. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Windermere Business Plaza, LLC

11107 Coniston Way

Windermere, Florida 34786

Attention: Dr. Niral Patel

With copy to: Traffic & Mobility Consultants, LLC

3101 Maguire Blvd, Ste 265 Orlando, Florida 32803

Attention: Mr. Mohammed N. Abdallah, PE, PTOE

As to County: Orange County Administrator

P. O. Box 1393

Orlando, Florida 32802-1393

With copies Orange County Community, Environmental, and Development to:

Services Department

Manager, Fiscal and Operational Support Division

201 South Rosalind Avenue, 2<sup>nd</sup> Floor

Orlando, Florida 32801

Orange County Community, Environmental, and Development Services Department Manager, Transportation Planning Division 4200 South John Young Parkway Orlando, Florida 32839

Orange County Community, Environmental, and Development Services Department Manager, Planning Division 201 South Rosalind Avenue, 2<sup>nd</sup> Floor Orlando, Florida 32801

- Section 6. Covenants Running with the Property. This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.
- Section 7. Recordation of Agreement. The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.
- Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.
- Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- Section 10. Attorney Fees. In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.
- Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion

of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 12. Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

Section 13. Counterparts. This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

	"COUNTY"
	ORANGE COUNTY, FLORIDA By: Board of County Commissioners
·	By: Teresa Jacobs
	Orange County Mayor
	Date:
ATTEST: Martha O. Haynie, County Comptr As Clerk of the Board of County Commission	
By:	
Deputy Clerk	
Print Name:	

## "WINDERMERE BUSINESS PLAZA"

WITNESSES:	"OWNER"
Morgan & Pearsall  Print Name: Morgan E. Pearsall  Lucy Lucy  Print Name: Penry Nunes	Windermere Business Plaza, LLC, a Florida limited liability company  By:  Print Name: Dr. Niral Patel  Title: Manager
	Date: 4/7/2016
me by Dr. Niral Patel, as Manager of Windermer company, who is known by me to be the person this	untarily for the purposes therein expressed before re Business Plaza, LLC, a Florida limited liability described herein and who executed the foregoing, He is personally known to me or has produced identification) as identification and did/did not
(circle one) take an oath.	. k
of April — Apr	the County and State last aforesaid this 17 day
PENNY NUNES  MY COMMISSION # FF 047302  EXPIRES: August 21, 2017  Bonded Thru Notary Public Underwiffere	NOTARY PUBLIC Print Name: Penny Nunes

### Exhibit "A"

### "WINDERMERE BUSINESS PLAZA"

Parcel ID: 36-23-27-5452-03-000

Lot 3 of Lakeside Village Center South, according to the plat thereof, as recorded in Plat Book 87, Page 94 of the Public Records of Orange County, Florida also being described as:

LEGAL DESCRIPTION -- PROPOSED DR. PATEL SITE

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF WINTER GARDEN - WINELAND ROAD (COUNTY ROAD 535) AS SHOWN ON THE ORANGE COUNTY, FLORIDA, RIGHT OF WAY MAP PHASE 1 (NORTH SECTION) PROJECT NUMBER YO-808B PREPARED BY KIMLEY—HORN; THENCE RUN N71'01'07"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE 191.12 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N74'41'25"W 24.61 FEET TO A POINT ON THE NORTHERLY LINE OF THE PARCELS OF LAND DEEDED TO ORANGE COUNTY, FLORIDA, FOR ROAD RIGHT OF WAY PURPOSES BY THE WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 10084, PAGE 2189 AND OFFICIAL RECORDS BOOK 10440, PAGE 1798; THENCE LEAVING AFORESAID SOUTHERLY RIGHT OF WAY LINE OF WINTER CARDEN - WINELAND ROAD RUN ALONG SAID NORTHERLY LINE OF THE WARRANTY DEED PARCELS THE FOLLOWING NINE COURSES: S21'15'16"W 93.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 800,00 FEET AND A CENTRAL ANGLE OF 32'14'44"; THENCE RUN SUITHWESTERLY HAVING A RADIUS OF 500,00 FEET AND A CENTRAL ANGLE OF 32'14'44"; THENCE RUN SUITHWESTERLY HAVING A RADIUS OF S00,00 FEET AND A CENTRAL ANGLE OF 52'14'44"; THENCE RUN SS3'29'59'W 329.96 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SS3'29'59'W 249.07 FEET; THENCE RADIALLY N36'30'01"W 1.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 34.00 FEET AND A CENTRAL ANGLE OF 64'10'52"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE 38.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 156.00 FEET AND A CENTRAL ANGLE OF 64'10'52"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE 38.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 156.00 FEET AND A CENTRAL ANGLE OF 54'05'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE 38.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 156.00 FEET AND A CENTRA

### NOTES

- 1. THIS SKETCH AND DESCRIPTION WAS PRÉPARED BY THOMAS L. CONNER, 5424 SOUTH BRACKEN COURT, WINTER PARK, FLORIDA, FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2. NOT A BOUNDARY SURVEY, SKETCH OF DESCRIPTION ONLY. SEE BOUNDARY AND TOPOGRAPHY SURVEY BY THE UNDERSIGNED FOR COMPLETE SURVEY OF IMPROVEMENTS, EASEMENTS AND OTHER MATTERS OF SURVEY, INCLUDING NOTES RELATED TO THE COMPOSITION OF THIS DESCRIPTION.
- 3. NO UNDERGROUND FEATURES, INCLUDING UTILITIES AND FOOTERS HAVE BEEN SHOWN.
- 4. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AS BEING ASSUMED SOU'06"17"W ACCORDING TO THE PLAT OF RESIDENCES AT LAKESIDE VILLAGE, AS RECORDED IN PLAT BOOK 78, PAGE 86 & 87, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
- 5. THE ENTIRE PARCEL CONTAINS 2.00 ACRES, MORE OR LESS
- 6. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 5J-17.05 PURSUANT TO FLORIDA STATUTE 472, FOR A SKETCH OF DESCRIPTION.
- 7. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THOMAS L. CONNER FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER LS4340

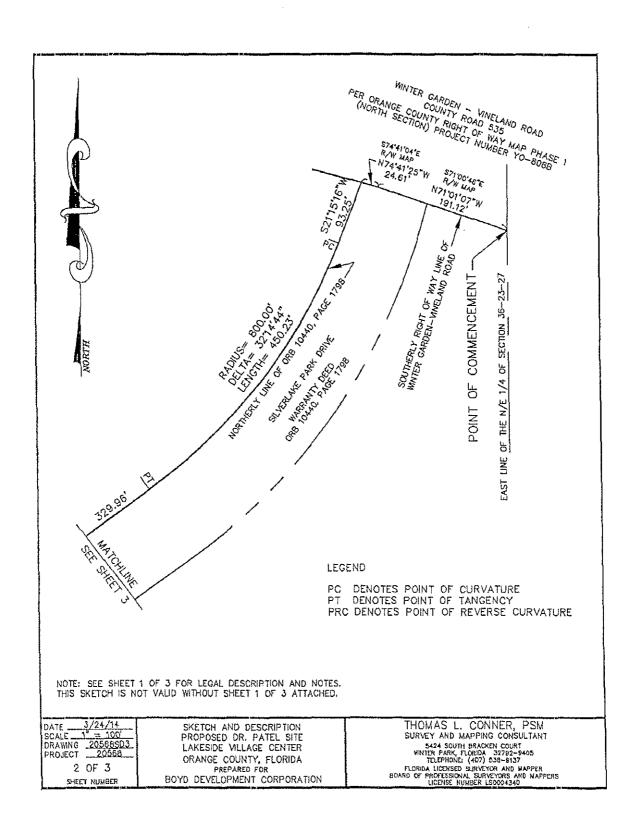
NOTE: SEE SHEETS 2 & 3 OF 3 FOR SKETCH OF DESCRIPTION. THIS DESCRIPTION IS NOT VALID WITHOUT SHEETS 2 & 3 OF 3 ATTACHED.

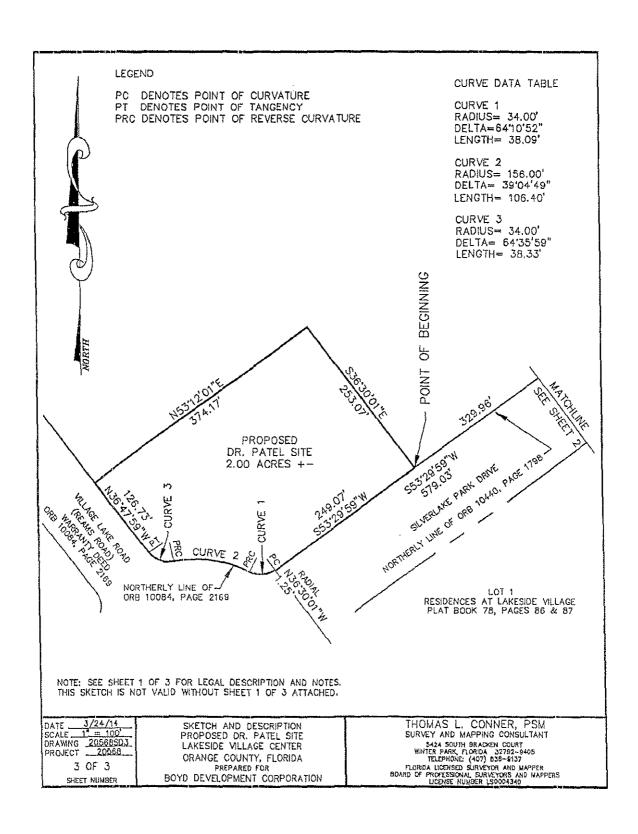
DATE 3/24/14
SCALE NONE
DRAWING 20568S03
PROJECT 20568

SHEET NUMBER

SKETCH AND DESCRIPTION PROPOSED DR. PATEL SITE LAKESIDE VILLAGE CENTER ORANGE COUNTY, FLORIDA PREPARED FOR BOYD DEVELOPMENT CORPORATION

THOMAS L. CONNER, PSM
SURVEY AND MAPPING CONSULTANT
SURVEY PARK, FLORIDA 32792-9405
TELEPHONE (407) 538-9137
FLORIDA UCCUSED SURVEYOR AND MAPPER
BOARD OF PROTESIONAL SURVEYORS AND WAPPERS
LUCKISE NUMBER ISSOCIATIONS





# Exhibit "B" "WINDERMERE BUSINESS PLAZA"

Log of Project Contributions: Center Drive (f/k/a Cast Drive) to Taborfield Avenue

Strike of Innamicensial (Error, To)	Ļ		1
\	? <b>!</b>	rols of Improv	Certer Drive
\ <u>'</u> '	Tationfield Ave	renent (From - To)	Taborfield Ave
egment Length	1.30	Segment Length	130
Adopted LOS	ш	Adopted LOS	u
Capacity Capacity	888	Generalized Capacity	888
Type of Preferences	sauel	Type of Implificement	Sames
Improved Generalized Caractry	2000	Improved Generalized Capacity	2000
Capacity increase	1,120	Capacity increase	1,120
Total Project Cost	\$11.875,200	Total Project Cost	\$11,875,200
	\$10,603	Costite	\$10,603
Costino			

## I. CONSENT AGENDA COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT



Interoffice |

April 18, 2016

AGENDA ITEM

TO:

Mayor Teresa Jacobs

-AND-

Board of County Commissioners

FROM:

amos E. Harrison, Esq., P.E., Chairman

adway Agreement Committee

7 836-5610

SUBJECT:

May 10, 2016 - Consent Item

Proportionate Share Agreement Bank of America, Lakeside Village South PD Reams Road Improvements: From Center Drive (f/k/a Cast

Drive) to Taborfield Avenue

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Bank of America, Lakeside Village South PD on Reams Road (from Center Drive (f/k/a Cast Drive) to Taborfield Avenue ("Agreement") by and between Lakeside II Partners, LLC and Orange County for a proportionate share payment in the amount of \$53,015. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment. The Proportionate Share Payment is due within thirty days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Reams Road for five deficient trips on the road segment from Center Drive (f/k/a Cast Drive) to Taborfield Avenue in an amount of \$10,603 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on March 16, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED: Approval** 

Approval and execution of Proportionate Share Agreement for Bank of America, Lakeside Village South PD Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Taborfield Avenue by and between Lakeside II Partners, LLC and Orange County for a proportionate share payment in the amount of \$53,015. District 1

JEH/HEGB:rep

Attachment

This instrument prepared by and after recording return to:
Mohammed N. Abdallah, PE, PTOE Traffic & Mobility Consultants, LLC 3101 Maguire Blvd, Ste 265
Orlando, Florida 32803

Parcel ID Number(s): 36-23-27-5452-01-003

## PROPORTIONATE SHARE AGREEMENT FOR BANK OF AMERICA, LAKESIDE VILLAGE SOUTH PD

Reams Road Improvements: From Center Drive (f/k/a Cast Drive) to Taborfield Avenue

This Proportionate Share Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Lakeside II Partners, LLC, a Florida limited liability company ("Owner"), whose mailing address is 7586 W Sand Lake Rd, Orlando, FL, 32819, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is located in County Commission District 1, within the County's Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Reams Road from Taborfield Avenue to Summerlake Park Boulevard; and

WHEREAS, Owner intends to develop the Property as 3,746 square feet of drive-in bank use (the "Project"); and

WHEREAS, Owner received a letter from County dated March 7, 2016, stating that Owner's Capacity Encumbrance Letter ("CEL") application #15-12-111 for the Project was denied; and

WHEREAS, the Project will generate five (5) deficient PM Peak Hour trips (the "Excess Trips") for the deficient roadway segment on Reams Road from Center Drive (f/k/a Cast Drive) to Taborfield Avenue (the "Deficient Segment"), and zero (0) PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied, as further described in Exhibit "B" hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is fifty-three thousand fifteen and no/100 Dollars (\$53,015.00) (the "PS Payment"); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

## Section 2. Issuance of Capacity Encumbrance Letter.

Calculation of PS Payment: The amount of the PS Payment for the Deficient Segment described in Exhibit "B," attached hereto and incorporated herein by reference, totals fifty-three thousand fifteen and no/100 Dollars (\$53,015.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Owner's Traffic Study titled "Bank of America, Lakeside Village South PD Traffic Impact Analysis" prepared by TRAFFIC & MOBILITY CONSULTANTS, LLC on January 12, 2016, for LAKESIDE II PARTNERS, LLC (the "Traffic Study"), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit "B." The Traffic Study was accepted by the Orange County Transportation Planning Division on March 7, 2016, and is on file and available for inspection with that Division (CMS #15-12-111). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

- *(b)* Timing of PS Payment. Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of fifty-three thousand fifteen and no/100 Dollars (\$53,015.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of the Effective Date, this Agreement shall become null and void.
- (c) Project Development. Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.
- (d) Increase in Project Trips. Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.
- (e) Satisfaction of Transportation Improvement Requirements. County hereby acknowledges and agrees that, based upon Owner's commitment to pay the PS Payment as required herein and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

Section 4. No Refund. The PS Payment (including any reservation fees paid with the PS Payment) is non-refundable.

Section 5. Notice. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Lakeside II Partners, LLC

2586 W. Sand Lake Rd Orlando, Florida 32819

Attention: Mr. Scott Boyd

With copy to: Traffic & Mobility Consultants, LLC

3101 Maguire Blvd, Ste 265 Orlando, Florida 32803

Attention: Mr. Mohammed N. Abdallah, PE, PTOE

As to County: Orange County Administrator

P. O. Box 1393

Orlando, Florida 32802-1393

With copies Orange County Community, Environmental, and Development to: Services Department

Manager, Fiscal and Operational Support Division

201 South Rosalind Avenue, 2<sup>nd</sup> Floor

Orlando, Florida 32801

Orange County Community, Environmental, and Development Services Department Manager, Transportation Planning Division 4200 South John Young Parkway Orlando, Florida 32839

Orange County Community, Environmental, and Development Services Department Manager, Planning Division 201 South Rosalind Avenue, 2<sup>nd</sup> Floor Orlando, Florida 32801

- Section 6. Covenants Running with the Property. This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.
- **Section 7. Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.
- Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.
- Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- **Section 10.** Attorney Fees. In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.
- Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion

of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

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Section 13. Counterparts. This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

	"COUNTY"
	ORANGE COUNTY, FLORIDA By: Board of County Commissioners
	By: Teresa Jacobs Orange County Mayor
	Date:
ATTEST: Martha O. Haynie, Count As Clerk of the Board of County Co.	
By:	
Print Name	

## "BANK OF AMERICA, LAKESIDE VILLAGE SOUTH PD" $\,$

"OWNER"

Print Name: T. J. S. HWAS  Print Name: Heather Eastering	Lakeside II Partners, LLC, a Florida limited liability company  By:  Print Name: Scott T. Boyd  Title: Manager  Date:
me by Scott T. Boyd, as Manager of Lakeside II I who is known by me to be the person described day of 40. He (type of	Juntarily for the purposes therein expressed before Partners, LLC, a Florida limited liability company, and herein and who executed the foregoing, this elshe is personally known to me or has produced identification and did/did not
(circle one) take an oath.  WITNESS my hand and official seal in of	NOVARY PUBLIC Print Name: DIMM My Commission Expires:

#### Exhibit "A"

## "BANK OF AMERICA, LAKESIDE VILLAGE SOUTH PD"

Parcel ID: 36-23-27-5452-01-003

#### SKETCH & LEGAL DESCRIPTION BANK OF AMERICA LEASE LOT

A PORTION OF O.R. 10758, PG. 4571 & O.R. 10860, PG. 6660 SECTION 36, TOWNSHIP 29 SOUTH, RANGE 27 EAST OHANGE COUNTY, FLORIDA

### LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 36, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF PREMISES DESCRIBED IN OFFICIAL RECORDS BOOK 10758, PAGE 4971, (ALL RECORDS REFERENCED HEREIN ARE RECORDED IN THE PUBLIC RECORDS OF DRANGE COUNTY, FLORIDA) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, LAKESIDE VILLAGE CENTER. ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 75, PAGES 99-100. SAID POINT BEING ON THE WEST AIGHT-OF-WAY LINE OF WINTER GARDEN VINELAND ROAD (VARIABLE-WIDTH RIGHT OF WAY FER DEED BOOK 396. PAGE 137, OFFICIAL RECORDS BOOK 4778. PAGE 3009, OFFICIAL RECORDS BOOK 4778. PAGE 3014 AND OFFICIAL RECORDS BOOK 5462. PAGE 4065); THENCE WITH SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) \$58 33 12 E. A DISTANCE OF 76.25 FEET; 2) \$65 26 37 E. A DISTANCE OF 28.44 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WITH SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S65 '26' 37"E, A DISTANCE OF 81.99 FEET: 2) S74'41'04"E, A DISTANCE OF 83.35 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SILVERLAKE PARK DRIVE (VARIABLE-WIDTH RIGHT OF WAY PER OFFICIAL RECORDS 800K 10440, PAGE 1798): THENCE WITH SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S21'14'07"W, A DISTANCE OF 93.36 FEET TO A POINT OF CUPYATURE: 2) SOUTHWESTERLY WITH THE ARC OF A CUPYE TO THE RIGHT (SAID CUPYE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 15'51'07" AND A CHORD BEARING AND DISTANCE OF \$29'09'41'W, 220.63 FEET) FOR AN ARC DISTANCE OF 221.34 FEET; THENCE THROUGH SAID PREMISES THE FOLLOWING FIVE (5) COURSES: 1) N50'01'55"W, A DISTANCE OF 226.25 FEET; 2) N39'59'35"E, A DISTANCE OF 101.64 FEET TO THE SOUTH LINE OF SAID LOT 6; 3) WITH SAID SOUTH LINE, N89'38'09"E, A DISTANCE OF 3.67 FEET TO THE EAST LINE OF SAID LOT 6; 4) WITH SAID EAST LINE. N00'07'26"W, A DISTANCE OF 4.35 FEET; 5) N39'59'35"E, A DISTANCE OF 141.04 FEET TO THE SAID LINE.

CONTAINING 1.280 ACRES OF LAND, MORE OR LESS.

#### SURVEYOR'S NOTES

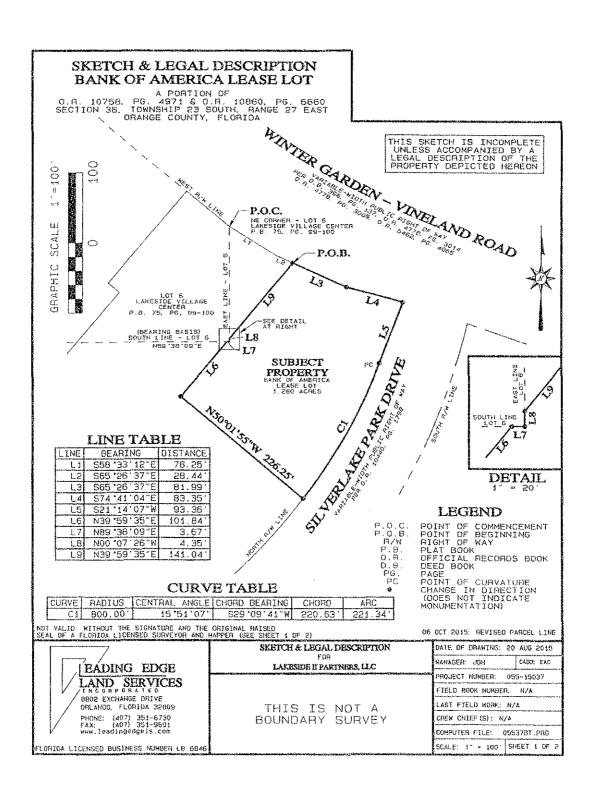
- 1. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR THE BANK OF AMERICA LEASE PARCEL.
- 2. THIS IS NOT A BOUNDARY SURVEY.
- 3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF LOT 6. LAKESIDE VILLAGE CENTER. WHICH IS RECORDED TO BEAR N89'36'09"E ACCORDING TO THE PUBLIC RECORDS OF GRANGE COUNTY, FLORIDA.
- 4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- 5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID. WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER 06 OCT 2015: REVISED PARCEL LINE SKETCH & LEGAL DESCRIPTION DATE OF DRAWING: 20 AUG 2015 CADO: EAC MANAGER: JOH LAKERSIDE II PARTMISS, LLC EADING EDGE SURVEYOR'S CARDMOATION PROJECT NUMBER: 055-15037 LAND SERVICES I, THE UNDERSIGNED FLORIDA LICENSES SURVEYOR AND
MAPPER, 30 HEREEY CERTURY THAT I HAVE COMPLETED I
SKETCH AND LEGAL PSCRIPTION IN ACCORDANCE WITH
FLORIDA ADMINISTRATIVE BULE 55-17 STARBARDS OF
PRACTICE FUR DROFESSIONAL SURVEYORS AND MAPPERS.

OATC: O MOTUS

FURTHER O. MOTUS

ORGENSIONAL SURVEYOR AND MAPPER NUMBER 5510 FIELD BOOK NUMBER: N/A TH1: 8802 EXCHANGE ORIVE LAST FIELD WORK: N/A ROBSE ACTROLT CONALRO PHONE: (407) 351-6730 FAX: (407) 351-9691 www.leadingedgels.com CHEN CHIEF (S): N/A COMPUTER FILE: 055378T.PRO DATE: 10/06/2018 SCALE: 1" \* 100 SHEET 1 OF 2 FLORIDA LICCNSED BUSINESS NUMBER L8 0846



# Exhibit "B" "BANK OF AMERICA, LAKESIDE VILLAGE SOUTH PD"

## Log of Project Contributions

				Fuauw a	SAC COLOR	noaw ay miprovement rioject michination					7
Marnist Improvement Roadway(s)	-	inte of homeway from Tol	Segment	Schotted LOS	Existing Generatized Canacity	Type of inprivement	Pretoved Generalized Ceneralized	Capacity	Total Project Cost	C0<177ft	_
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				Coumty	share of le	County Share of Improvement					<b>5</b>
				2	100000	11 (2) (2)					
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						3	*				
					nevelope	Developer Share of an provenient	Verrierit				
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reposed	Back of America		5	\$53.0%							
				98							
				36							
				83							
				80							
				99							
		Totals	569	\$7,427,319							

Page 11 of 11

## I. CONSENT AGENDA COMMUNITY, ENVIRONMENTAL AND **DEVELOPMENT SERVICES** DEPARTMENT

Interoffice Me.

April 18, 2016

AGENDA ITEM

TO:

Mayor Teresa Jacobs

-AND-

Board of County Commissioners

FROM:

es/E. Harrison, Esg., P.E., Chairman

badway Agreement Committee

**836-5610** 

SUBJECT:

May 10, 2016 - Consent Item

Second Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement

The Roadway Agreement Committee has reviewed a Second Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement among Suburban Land Reserve, LLC ("SLR"), Central Florida Expressway Authority ("CFX") and Orange County to modify the terms of the Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement approved by the Board of County Commissioners on June 10, 2014 and the First Amendment to the Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement approved by the Board of County Commissioners on September 15, 2015. The Second Amendment revises the alignment and replaces certain exhibits for the south approach to the interchange and contemplates the vacation of certain right-of-way as depicted on Exhibits D and N. Amendments to the terms of the agreement related to the progress of the design to date have been incorporated along with a change in the timing and requirements for the conveyances and a change to the substantial completion term.

The Roadway Agreement Committee approved the Second Amendment to Proportionate Share Agreement on March 16, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Second Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement Innovation Way and Beachline Expressway by and among Suburban Land Reserve, Inc., Orange County, Florida and Central Florida Expressway Authority to modify the terms. District 4

JEH/HEGB:rep

Attachment

Prepared by and return to: Vivien J. Monaco, Esq. Burr & Forman, LLP 200 S. Orange Avenue, Suite 800 Orlando, FL 32801

Tax Parcel I.D. Numbers:

Portions of the following parcels: Tax Parcel No. 25-23-31-0000-00001; and Tax Parcel No. 36-23-31-0000-00002.

# SECOND AMENDMENT TO AMENDED AND RESTATED 2006 INNOVATION WAY/BEACHLINE INTERCHANGE AGREEMENT

### INNOVATION WAY AND BEACHLINE EXPRESSWAY

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED 2006 INNOVATION WAY/BEACHLINE INTERCHANGE AGREEMENT (the "Second Amendment"), effective as of the latest date of execution ("Effective Date") is entered into by and among SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), whose mailing address is 79 S. Main Street, Suite 500, Salt Lake City, Utah, 84111, ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, Florida, 32802-1393, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, successor-in-interest to Orlando-Orange County Expressway Authority ("OOCEA"), a body politic and corporate and an agency of the State of Florida established pursuant to Part V of Chapter 348, Florida Statutes ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807 (individually, a "Party", and collectively, the "Parties").

26387526 v6

### WITNESSETH:

WHEREAS, SLR is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference "Property"; and

WHEREAS, SLR, County, and OOCEA, predecessor-in-interest to CFX, entered into that certain Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement, which was approved by SLR on May 27, 2014, by County on June 10, 2014, and by OOCEA on June 12, 2014, with an Effective Date of June 12, 2014 (the "Initial Agreement") a memorandum of which was recorded on June 13, 2014, at Official Records Book 10758, Page 8144, Public Records of Orange County, Florida, as was amended by the Parties by virtue of that certain First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement, which was approved by SLR on August 13, 2015, by County on September 15, 2015, and by CFX on October 8, 2015, with an effective date of October 8, 2015, recorded at Official Records Book 10996, Page 3948, Public Records of Orange County, Florida, (the "First Amendment") (collectively referred to as the "Agreement"); and

WHEREAS, the date set forth in the Agreement for CFX to Commence Construction is the later of ten (10) months after the Effective Date of the Initial Agreement (ten months from June 12, 2014, or April 12, 2015), or 180 days after CFX's acquisition of the Super Corridor Land (180 days from December 17, 2015, or June 14, 2016);

WHEREAS, the south approach design to the Innovation Way/Beachline Interchange (the "Interchange") has been realigned at the request of SLR and the realignment is reflected in the current design of the Interchange; and

WHEREAS, the realignment of the south approach and its conveyance to the County following completion of construction by CFX will leave portions of the right-of-way of currently existing Aerospace Parkway and ICP Boulevard outside of the realigned Aerospace Parkway and ICP Boulevard; and

WHEREAS, upon the County's acceptance of the completed realigned south approach, which will include realignment of Aerospace Parkway and ICP Boulevard, SLR will request that the County vacate those portions of the right-of-way of currently existing Aerospace Parkway and ICP Boulevard outside of the realigned Aerospace Parkway and ICP Boulevard; and

WHEREAS, SLR, County, and CFX now wish to amend the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the Parties hereby covenant and agree as follows:

- 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
- 2. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

- 3. Amendments to Initial Agreement as amended. All of the amendments in this Second Amendment apply to the Initial Agreement as amended by the First Amendment, otherwise referred to as the Agreement.
- 4. Revised alignment of and replacement of exhibits for south approach. The south approach to the Interchange is hereby revised to the alignment as shown in Exhibit "D," attached hereto and incorporated herein, which replaces and supersedes Exhibit "D" attached to the Initial Agreement. Exhibits "A," "B," "E," "G," "H," "J," "N," and "O" attached hereto and incorporated herein also replace and supersede the exhibits of the same designation attached to the Initial Agreement to reflect the revised alignment of the south approach in all such exhibits.
- 5. Parties' agreement to revised alignment of south approach. The Parties acknowledge that the Interchange Project, the design of which is close to or complete, includes the revised alignment of the south approach and hereby approve the revised alignment.
- 6. Vacation of right-of-way. As depicted on Exhibits "D" and "N," the realignment and construction of the south approach and its connection to Aerospace Parkway will realign portions of existing Aerospace Parkway and ICP Boulevard (together, the "Realigned South Approach"). Once CFX completes construction of the Realigned South Approach and CFX or SLR, as may be applicable, has conveyed, and County has accepted the Realigned South Approach, County will diligently process and take formal action on a petition that will be filed by SLR or its successor-in-interest to vacate the portions of the existing Aerospace Parkway and ICP Boulevard that are not part of the Realigned South Approach (the "Existing Right-of-Way"). In the event SLR or its successor-in-interest files the petition to

vacate the Existing Right-of-Way prior to the County's acceptance of the Realigned South Approach, the County will use its reasonable efforts to schedule a public hearing to consider such petition at the first available Board of County Commissioners meeting following the completion of the petition to vacate application package and County's acceptance of the Realigned South Approach conveyance.

7. Amendment to Section 1. Section 1 is hereby amended to revise the following definition (underlined text is added; strikethrough text is deleted):

Design Engineer: THE BALMORAL GROUP, the engineering consultants retained by CFX to perform design engineering and permitting for the Interchange Project and related improvements (except for the design engineering and certain permits for the realigned south approach, depicted on Exhibit "D", designed by Donald W. McIntosh and Associates, Inc.).

- 8. Amendment to Section 2.2.1. Section 2.2.1 is hereby amended as follows (underlined text is added; strikethrough text is deleted):
  - 2.2.1 CFX will undertake the Interchange Project as a design/build project pursuant to which the design and construction services are contracted to a single entity, and the design phase and construction phase of the project overlap. The Scope of Design will continue to govern design of the Interchange Project; provided, however, the Scope of Design will be modified to conform to the express requirements of this Agreement and to ensure the Plans accommodate the IPR. The revised Scope of Design shall be subject to the Parties' mutual approval,

which approval shall not be unreasonably or arbitrarily withheld, conditioned, or delayed.

- 9. Amendment to Section 2.4.2. Section 2.4.2 is hereby amended as follows (underlined text is added; strikethrough text is deleted):
  - 2.4.2 Within twenty (20) days after CFX's delivery of the Pre-Award Notice to County and SLRUpon completion of the Realigned South Approach, SLR or CFX, as applicable, will convey marketable fee simple title to County to the Interchange Right-of-Way as generally depicted on Exhibit "N" by special warranty deed, free and clear of all liens and encumbrances, restrictions, and easements and rights of third parties, subject only to the interests, covenants, and requirements of this Agreement and to such easements and exceptions as agreed upon by CFX or County, as the case may be, and SLR will deliver to County perpetual, nonexclusive drainage easements, in a form reasonably acceptable to both Parties, or convey marketable fee simple title to all Interchange Right of Way and marketable fee title to Stormwater Drainage Ponds, to the Stormwater Ponds identified on Exhibit "B," located on either side of Aerospace Parkway, which shall be joint use Stormwater Ponds, proposed to accommodate stormwater drainage from the Realigned South Approach, Aerospace Parkway, ICP Boulevard, and future surrounding development (the "Joint Use Ponds"). To accommodate future development of the property surrounding the Joint Use Ponds, the Joint Use Ponds may be relocated or reconfigured by SLR and its successors and assigns, at the expense of SLR or its successors and assigns, as

applicable, upon reasonable notice to and approval by the County, which approval shall not unreasonably be withheld, and provided that all required stormwater drainage for the Realigned South Approach, Aerospace Parkway, ICP Boulevard, and any development existing at the time is continuously maintained during and after such reconfiguration or relocation of the Joint Use Ponds. SLR or its successors and assigns, as applicable, shall maintain or cause to be maintained to County standards (e.g., through a property owners association) the Joint Use Ponds, but reserves the right in the future to seek the establishment of a Municipal Services Benefit Unit to levy special assessments for the purpose of paying the cost for maintenance of the Joint Use Ponds. Title shall be conveyed by special warranty deed, free and clear of all liens and encumbrances, restrictions, and easements and rights of third parties, subject to only the interests, covenants, and requirements of this Agreement, and to such exceptions as agreed upon by CFX or County, as the case may be, in writing;

- 10. Amendment to Section 2.4.7. Section 2.4.7 is hereby amended as follows (underlined text is added; strikethrough text is deleted):
  - 2.4.7 Within ten (10) days after the Effective Date, SLR will deliver to CFX a current Owner's Title Insurance Commitment issued by a title insurer licensed by the State of Florida, evidencing that fee simple absolute title to Interchange Right-of-Way, Stormwater Drainage Ponds, and Utility Easements are vested in SLR and evidencing that the Interchange Right-of-Way, Stormwater Drainage Ponds, and Utility Easements are free and clear of all liens and

encumbrances, except for easements of record, if any, and except other matters of record, all of which shall be subject to CFX's or County's, as the case may iting and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, (ii) or within three (3) days after deposit of sBid be, written approval. In the event the title commitment reflects an encumbrance objectionable to CFX, CFX shall have the right, but not the obligation, to delay awarding the Successful Bid until such time as an acceptable title commitment is provided. If after receiving notice of CFX's title objections SLR is unable through the exercise of reasonable diligence to remove any such objectionable encumbrance from the title commitment, then CFX shall have the right in its discretion to terminate this Agreement by delivering written notice of termination to the other Parties, in which event Section 16.5 below will apply. After closing on the conveyances, SLR will cause the conveyances to be recorded in the Public Records, and will cause to be issued, as applicable, an Owner's Policy of Title Insurance insuring CFX's and County's ownership of the Interchange Right-of-Way, Stormwater Drainage Ponds, and Utility Easements. Such policy shall include the estimated value of the improvements to be constructed or installed within the Interchange Right-of-Way by operation of a pending construction clause, but in no event shall such policy be for an amount less than the appraised market value of such lands. At such time as the aforementioned Owner's Title Insurance Commitment is delivered to CFX or County, SLR agrees not to encumber or otherwise take any action which may result in the encumbering by grant of easement, license, or other instrument providing for use of or access through the Interchange Right-of-Way, Stormwater Drainage Ponds and Utility Easements or otherwise pledge same as collateral or security.

- 11. Amendment to Section 4. Section 4 is hereby amended as follows (underlined text is added; strikethrough text is deleted):
  - Section 4. Obligation for Bidding, Selection and Award. Subject to extension for delays caused by Force Majeure, CFX shall complete design and permitting, and will Commence Construction, within the later of ten (10) months after the Effective Date or 180 240 days after CFX's acquisition of the Super Corridor Land (as defined in Section 34.4 below). At the request of County or SLR, CFX shall deliver to County and SLR complete copies of all information provided to bidders and also of all bids submitted for the Interchange Project. Such copies may, at CFX's election, be provided electronically.
- 12. Amendment to Section 6. Section 6 is hereby amended as follows (underlined text is added; strikethrough text is deleted):
  - Section 6. Construction of Interchange Project by CFX. CFX shall pay the Capital Cost from the SLR and County Contributions, and from funds belonging to CFX. The aggregate of the SLR and County Contributions is expected to be insufficient to pay the full Capital Cost. CFX shall pay with CFX funds any deficit between the Capital Cost and the aggregate of the SLR and County Contributions, provided, however, that SLR shall reimburse CFX for any

approach to the Interchange The methodology to determine such reimbursement shall be determined and agreed to by and between CFX and SLR. Periodically, at the request of SLR or County, CFX shall provide County and SLR with reports on the status of construction. Further, at the request of SLR or County, CFX shall notify County and SLR in writing upon completion of the Flyover, of Loop "D", and again upon full completion of the Interchange Project.

- 13. Amendment to Section 6.1. Section 6.1 is hereby amended as follows (underlined text is added; strikethrough text is deleted):
  - 6.1 Completion Deadline. Subject to extension for delays caused by Force Majeure, CFX will substantially complete the Interchange Project (other than demolition of the Existing Interchange, which may be completed later) within eighteen (18) twenty (20) months after Commencing Construction of the Interchange Project.
- 14. Amendment to Section 8. Section 8 is hereby amended by deleting all of Section 8, including sub-sections 8.1 and 8.2 in their entirety, and inserting the following:
  - **Section 8. Phasing of removal of Existing Interchange.** The removal of the four (4) existing ramps shall be phased as CFX completes the construction of phases of the Innovation Way / Beachline Interchange as indicated in the phasing shown in Composite Exhibit "Q," attached hereto and incorporated herein. In no event shall CFX remove an existing ramp until that phase of the Innovation Way /

Beachline Interchange that replaces such existing ramp is fully completed and open to public use.

- 15. Ratification. Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety and shall remain unchanged and in full force and effect.
- shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated; or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below; (iii) when delivered by facsimile transmission, or to such other mailing or email address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to SLR: Suburban Land Reserve

79 S. Main Street, Suite 500 Salt Lake City, Utah 84111

Attention: Steve Romney, President

Telephone: (801) 321-7550 Facsimile: (801) 320-4676

With a copy to:

Burr & Forman, LLP

200 South Orange Avenue, Suite 800

Orlando, Florida 32801

Attention: Vivien J. Monaco, Esquire

Telephone: (407) 540-6600 Facsimile: (407) 540-6601

And with a copy to:

Kirton McConkie 50 East South Temple Salt Lake City, Utah 84111

Attention: Robert Hyde, Esquire, and Loyal Hulme, Esquire

Telephone: (801) 328-3600 Facsimile: (801) 321-4893

As to County:

Orange County Administrator

P.O. Box 1393

201 S. Rosalind Ave

Orlando, Florida 32802-1393 Telephone: (407) 836-7370 Facsimile: (407) 836-7399

With a copy to:

Orange County Community, Environmental, and Development Services Department Manager, Transportation Planning Division Orange County Public Works Complex

4200 S. John Young Parkway Orlando, Florida 32839-9205 Telephone: (407) 836-8070 Facsimile: (407) 836-8079

As to CFX:

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director Telephone: (407) 690-5000 Facsimile: (407) 690-5011

With a copy to:

General Counsel to CFX

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000 Facsimile: (407) 690-5011

- 17. Covenants Running with the Land. This Second Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of SLR and any person, firm, corporation, or other entity that may become the successor in interest to the Property.
- 18. Effective Date. The Effective Date of this Second Amendment shall be the date on which the last of the Parties executes the Second Amendment.

RAC Second Amendment, SLR and CFX Innovation Way / Beachline Interchange 2016 Page 13 of 16

19. Recordation of Second Amendment. An executed original of this Second

Amendment shall be recorded, at SLR's expense, in the Public Records of Orange County,

Florida within thirty (30) days of the Effective Date.

20. Counterparts. This Second Amendment may be executed in as many

counterparts as there are parties, each of which shall be considered an original, and all of such

counterparts shall constitute one Amendment.

21. Applicable Law. This Second Amendment and the provisions contained herein

shall be construed, controlled, and interpreted according to the laws of the State of Florida.

22. Time is of the Essence. Time is hereby declared of the essence to the lawful

performance of the duties and obligations contained in this Second Amendment and in the

Agreement.

23. Amendments. No amendment, modification, or other change to this Second

Amendment or the Agreement shall be binding upon the parties unless in writing and executed

by all the parties hereto.

[SIGNATURE PAGES FOLLOW]

26387526 v6

RAC Second Amendment, SLR and CFX Innovation Way / Beachline Interchange 2016 Page 14 of 16

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

	ORANGE COUN	TY, FLORIDA
	By: Board of County Commissioners By:	
	Teresa Jacobs, Orange County Mayor	
ATTEST:	Date:	, 2016
Martha O. Haynie, County Comptroller		
As Clerk of the Board of County Commissioners		
By:		
Deputy Clerk		
Printed name:		

RAC Second Amendment, SLR and CFX Innovation Way / Beachline Interchange 2016 Page 15 of 16

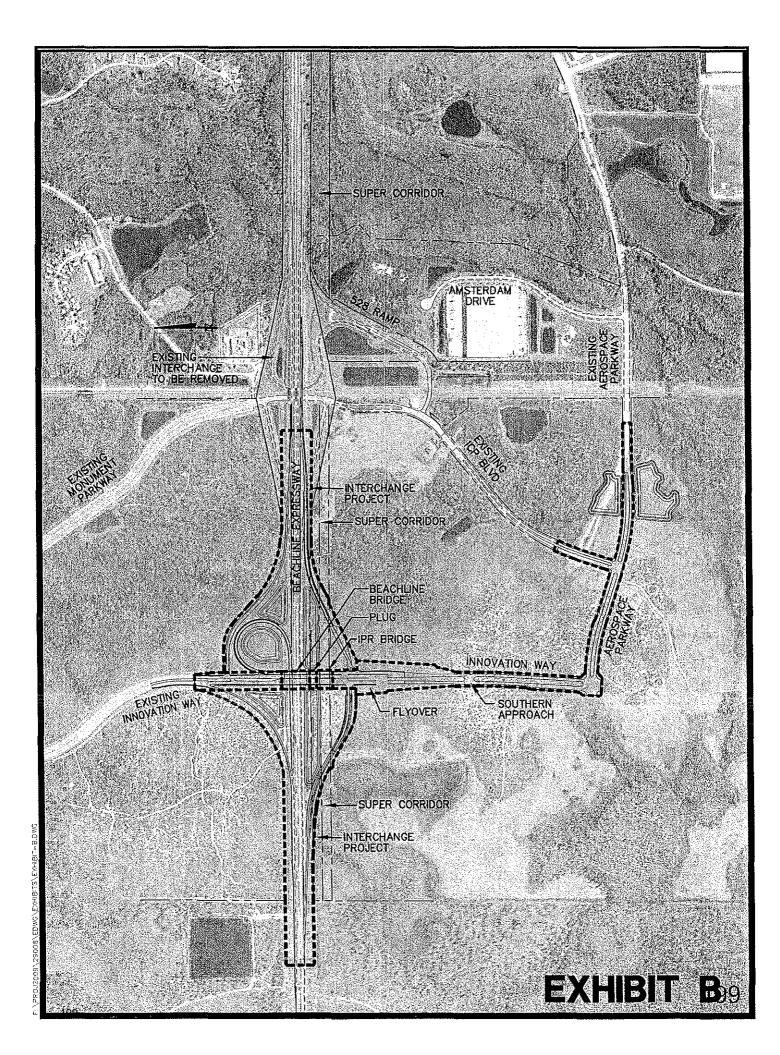
# CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

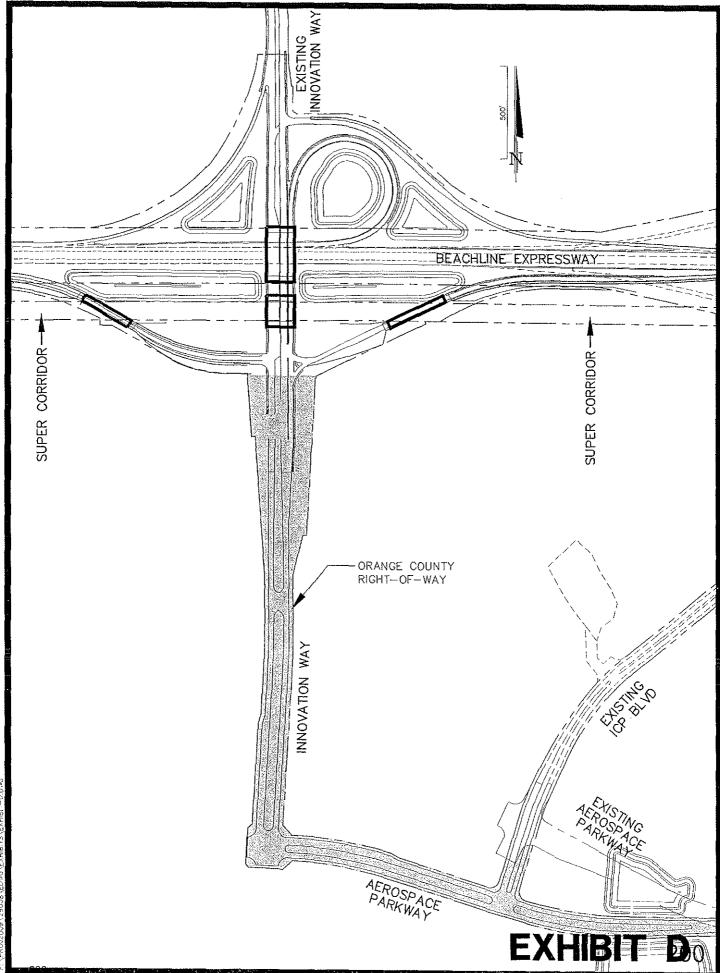
a body politic and corporate and an agency of the State of Florida

	By: Print name: As its Chairman	
ATTEST: Darleen Mazzillo, Executive Secretary	Date:	, 2016
Signature:		

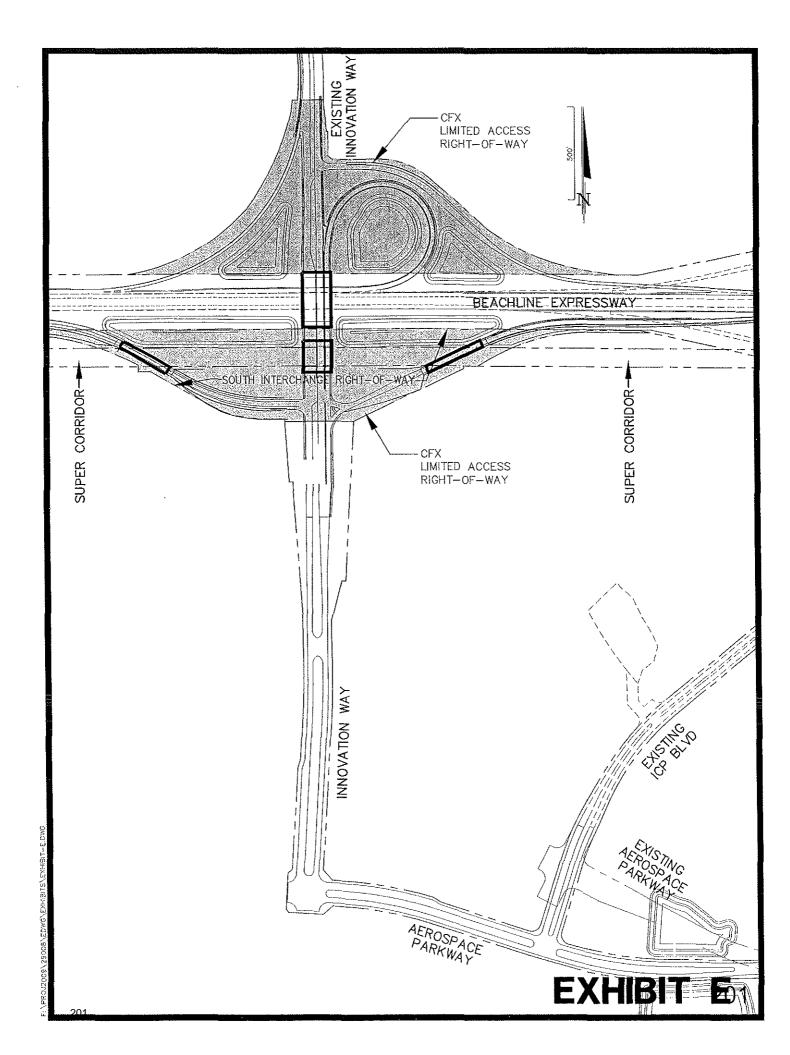
RAC Second Amendment, SLR and CFX Innovation Way / Beachline Interchange 2016 Page 16 of 16

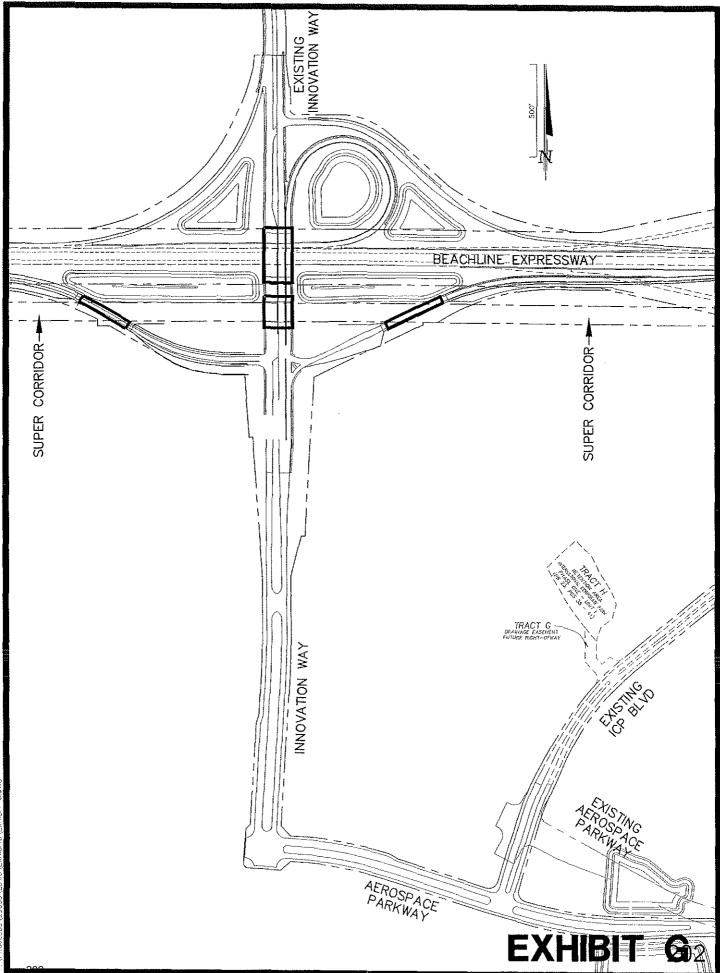
WITNESSES:	SUBURBAN LAND RESERVE, INC., a Utah corporation
Print Name: Thank Smith	By: 12. July Manuel  R. Steven Rompey, President
Print Name: <u>David Cannon</u>	By: A. Muy Manuer R. Steven Romney, President Date: April 14th , 2016
STATE OF UTAH, COUNTY SALT LAKE	<del></del>
before me by R. Steven Romney, President of	nd voluntarily for the purposes therein expressed Suburban Land Reserve, Inc., a Utah corporation, corporation and who did/did not take an oath. He
WITNESS my hand and official seal day of <u>hpril</u> , 2016.	in the State and County last aforesaid this 14h
[Affix Notary Seal]  Sarahi D. Soperanez  NOTARY PUBLIC - STATE OF UTAH	Signature of Notary Savahi D. Johannes
My Comm. Exp. 4/22/2016 Commission # 654879	Print/Type Name of Notary Commission Number: 654879 My Commission Expires: 4/22/2016

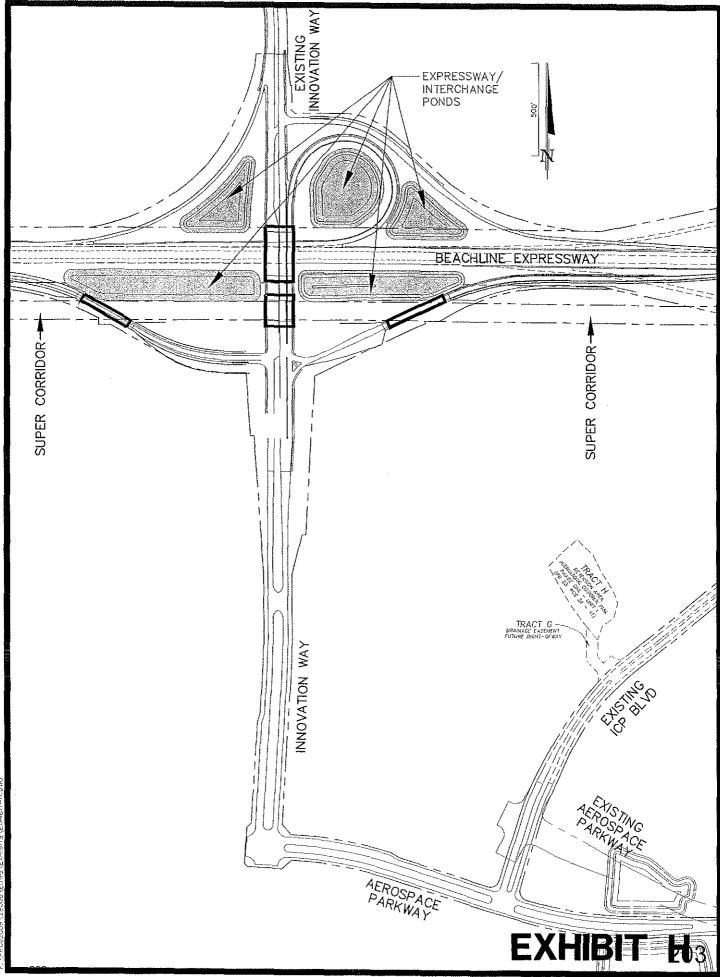




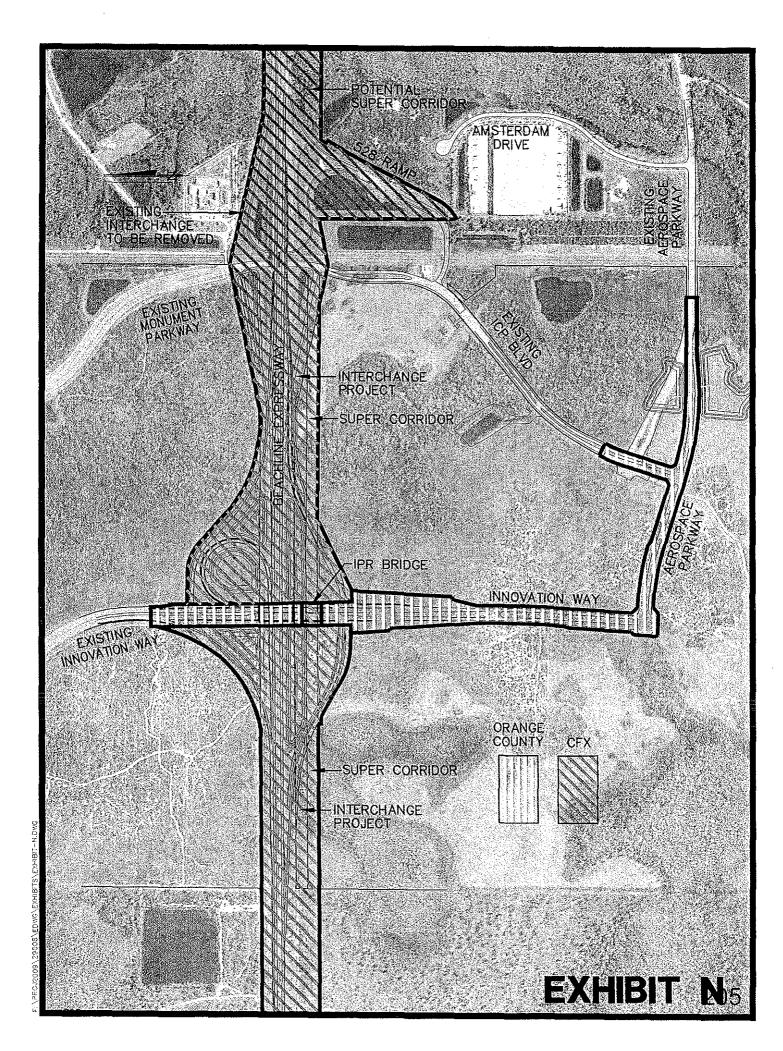
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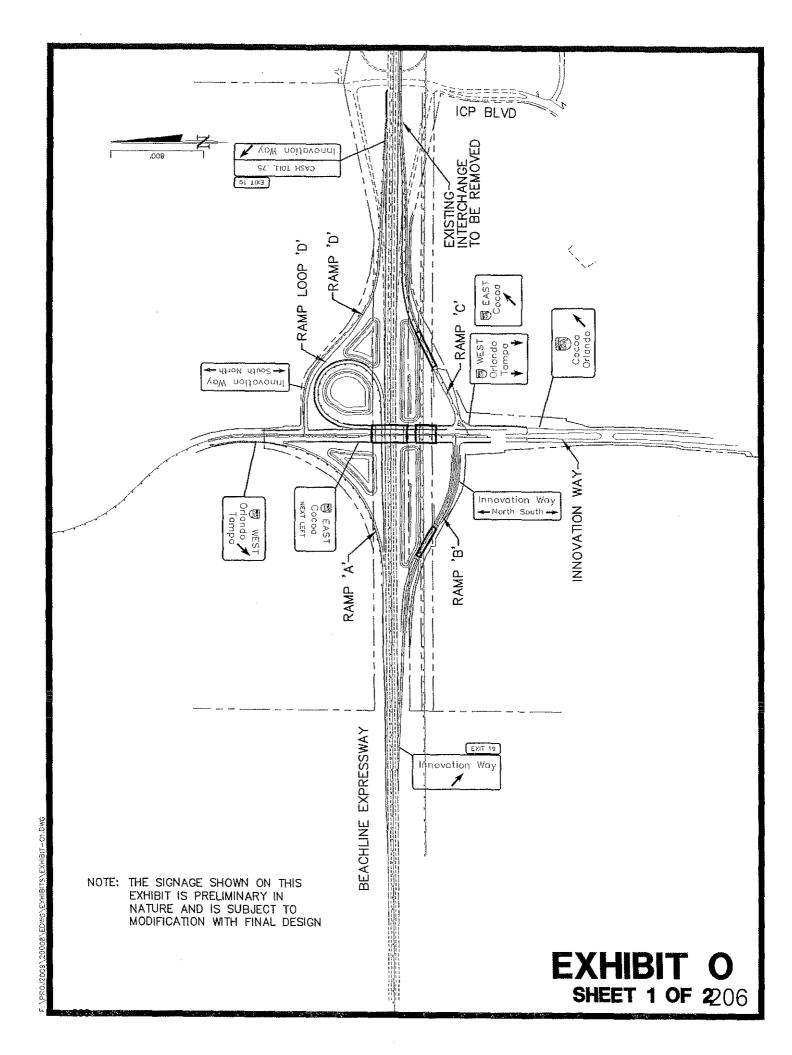


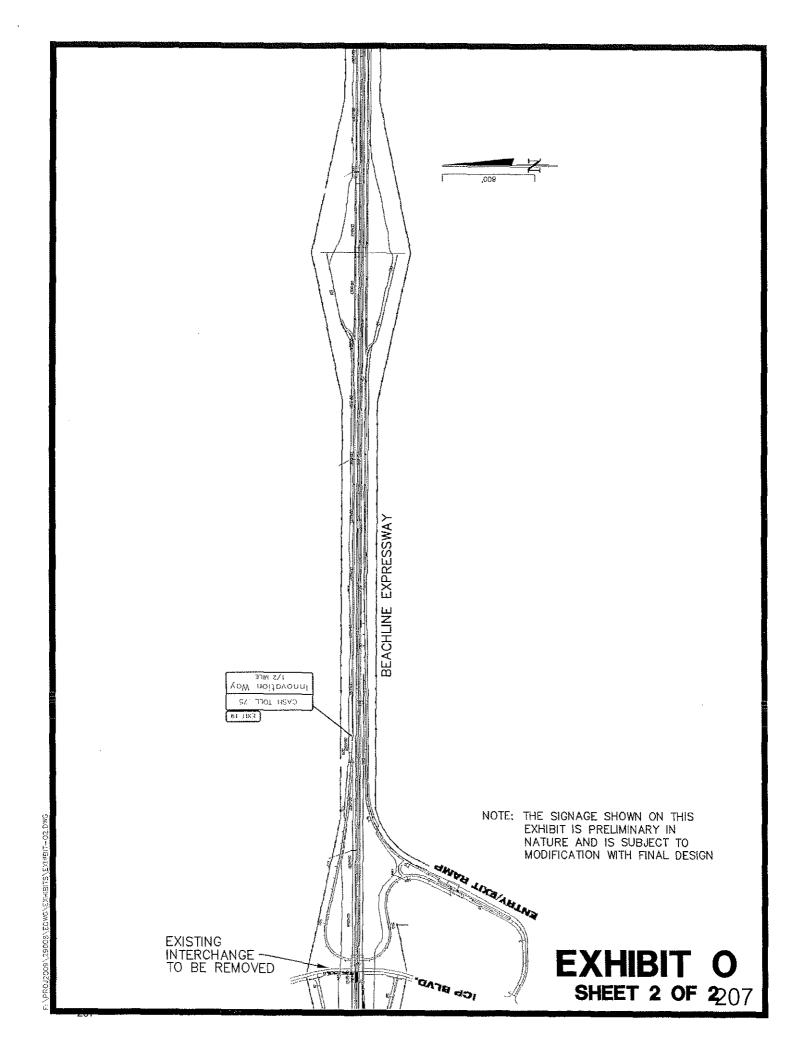


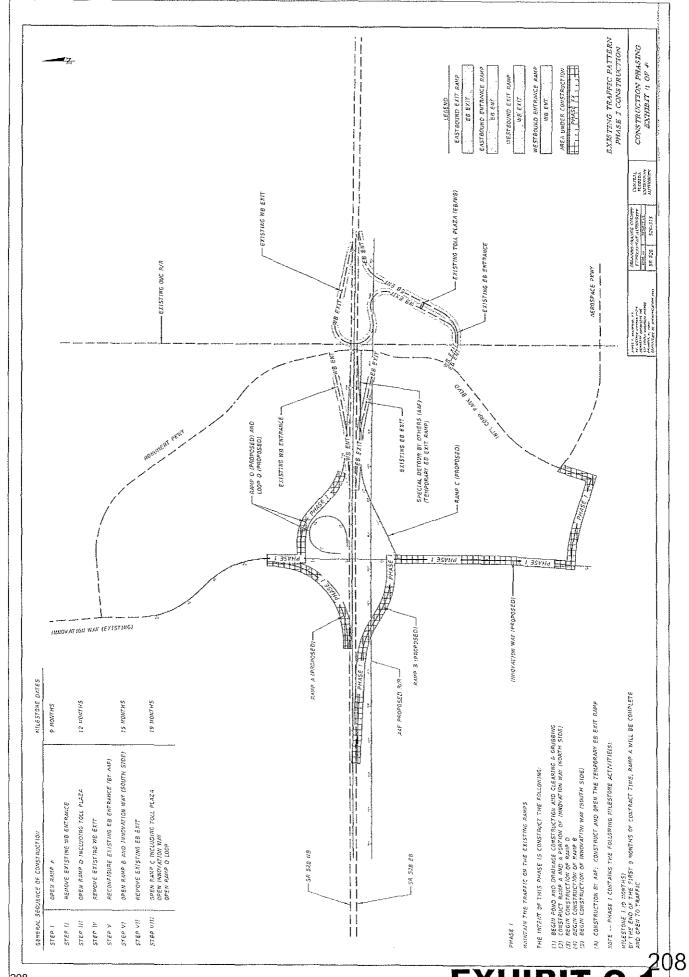


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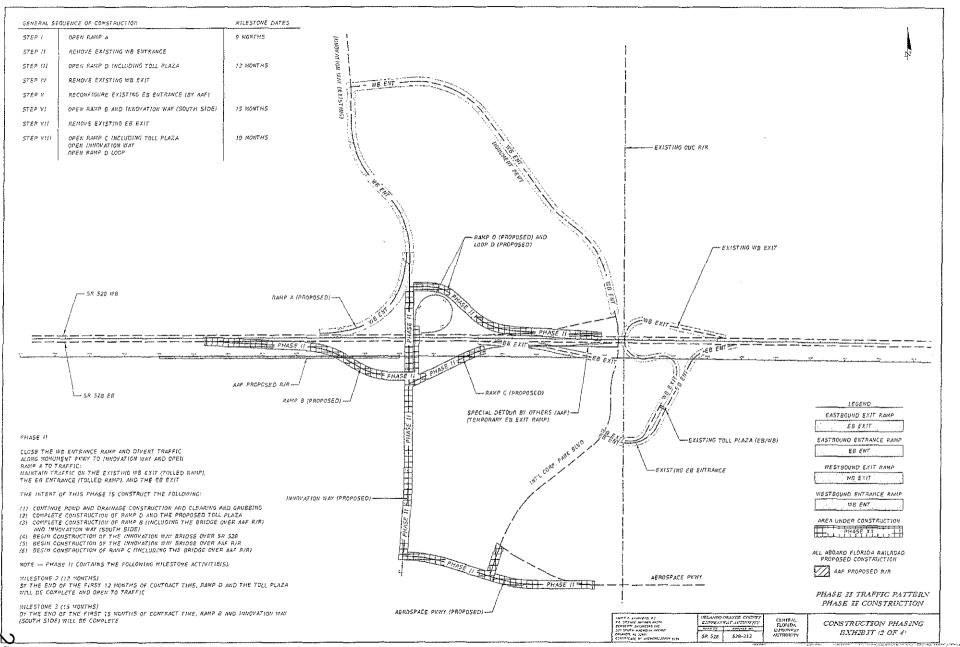






**EXHIBIT** 

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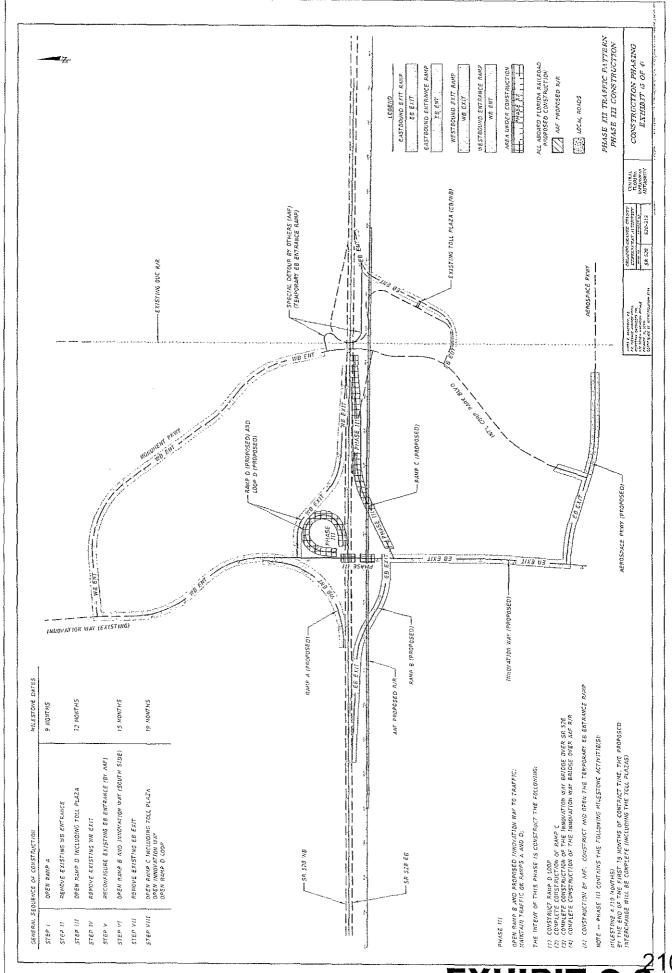
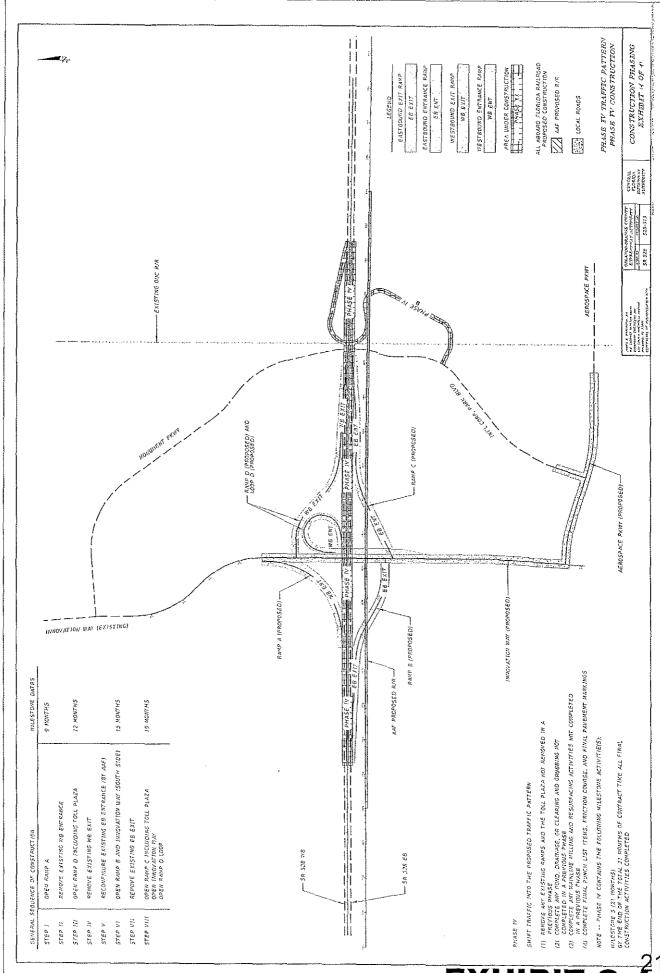


EXHIBIT Q-3





I, CONSENT AGENDA FAMILY SERVICES DEPARTMENT

Date:

April 15, 2016

To:

Mayor Teresa Jacobs

and

Family Services Department

Richard T

Thru:

From:

Richard Tyson

Orange County Extension Director

SUBJECT:

May 10, 2016 Consent Agenda Item

Cooperative Extension Division Employment Agreement

Cooperative Extension in Orange County is administered through, and supported by, the University of Florida in collaboration with Orange County Government. Pursuant to Florida Statutes Section 1004.37(3), recommendations for Extension positions are to be presented for acceptance by the Board of County Commissioners.

The University has conducted a search and recommends Amy Vu as the new Orange County Extension Agent I, Residential Horticulture. Ms. Vu will be filling an existing and budgeted vacant position. The funding for this is split between the County (40%) and the University of Florida (60%) in accordance with the existing agreement between the County and the University for this program.

Ms. Vu will be responsible for providing leadership for the development, implementation and evaluation of Residential Horticulture programs in Orange County in collaboration with a team of County Faculty, UF Specialists and local citizen advisors. Ms. Vu will also work closely with other community organizations and government entities to provide more sustainable landscapes for the citizens of Orange County.

Ms. Vu earned her Master's degree in Agricultural, Leadership, and Community Education from Virginia Polytechnic Institute and State University. A copy of the job description and Ms. Vu's resume, along with the position letter from the University of Florida are attached. Ms. Vu's anticipated start date is May 23, 2016.

**ACTION REQUESTED:** 

Acceptance of University of Florida's appointment

of Ms. Amy Vu as Orange County Extension Agent I, Residential Horticulture. All Districts.

RT/dw

CC:

Dr. George Ralls, Deputy County Administrator

Yolanda Brown, Manager, Fiscal Division, Family Services Department



Position # 0001-5096 Requisition # 495430

Residential Horticulture Extension Agent I, II, or III University of Florida/IFAS Extension, Orange County Orlando, FL (Central Extension District)

Closing date: February 9, 2016

# **Position Summary**

University of Florida/IFAS Extension and Orange County seek to fill a 12-month, permanent status-accruing Residential Horticulture Agent and Master Gardener Volunteer Program Coordinator. This agent will provide overall leadership for the planning, organization, coordination, implementation, supervision, and evaluation of the Orange County Master Gardener Volunteer Program and will also provide community-based horticultural programs and information through a variety of delivery methods to meet the educational needs of clientele in the broad area of environmental horticulture. The agent will assist in the maintenance of the extension teaching gardens and coordinate Master Gardener Volunteer activities within the gardens for educational purposes.

The agent will team with other faculty in carrying out programs in Agriculture and Natural Resources, Family and Consumer Sciences, and 4-H Youth development, and will help promote local food systems education in support of the total County Extension Program. The agent will also be expected to work with the latest program delivery methods such as social media. The candidate will network with other agencies and groups on cooperative educational programs and form an advisory committee to assess clientele needs and program direction.

The candidate will work closely with the Central District Extension Director and the County Extension Director, and will assume other duties as assigned by them to meet the responsibilities of the total extension effort. The agent will submit all required faculty reports. It is expected that the candidate will have excellent organizational skills, good record-keeping techniques and will respond to clients in a timely and efficient manner. The agent will be expected to attain promotion and permanent status per state extension faculty guidelines.

Additional qualities of the successful candidate will include:

- Have a working knowledge of homeowner horticulture techniques/skills, including Florida-Friendly Landscaping™, soil science, integrated pest management, best management practices and ornamental and food plant use in the landscape.
- Manage the Orange County Master Gardener Facebook and Twitter accounts.
- Write articles, fact sheets, develop multi-media presentations, and create posters/exhibits.
- Seek program enhancement grants and extramural funding.

- Participate in professional organizations appropriate for this position.
- Maintain an active and functional program advisory committee.
- Create and follow a personal professional development plan.

Candidates will be reviewed as applications are received, but please be aware that interviews might not be scheduled until 4 to 6 weeks after the position closing date.

# Qualifications

A bachelor's degree in horticulture or a closely related field is required. A master's degree and practical experience in extension, teaching, and horticulture are preferred. Demonstrated abilities in oral and written communication, supervision, and experience working with volunteers are desirable.

The agent must possess (or be able to obtain) a valid Florida's Driver's License and must be flexible and willing to work irregular hours, including evenings, weekends and travel overnight. The policies established by Orange County Government in administering leave shall apply to UF/IFAS extension faculty in Orange County.

# Amy Vu

4401 NW 28<sup>th</sup> Terrace Gainesville, Florida (913) 307-6793 avu0417@gmail.com

#### Professional Profile

# Planning, implementing and evaluating an outcome-based program

- Master's Thesis research involved evaluating a 5 week introductory vegetable gardening program conducted by Extension Master Gardener Volunteers for an underserved population in Raleigh, North Carolina
- Conducted program planning and general advising, direction, and support with undergraduate students for a service-learning course in the Dominican Republic, where the undergraduate students held HIV/AIDS sports camps for the local youth
- Completed graduate course: Evaluation, Extension & Outreach Programs
- Studied program planning and program evaluation for thesis
- Experience with logic models

# Competence in Horticulture Education

- Instructor for HORT-2144: Indoor Plants, Fall 2012
- Experience with plant tissue culture, making gel media, soil DNA extraction, running gels
- Experience in Rhizosphere and Soil Science Microbial Ecology lab
- Experience growing tomatoes and potatoes for project
- · Experience working in a lab, greenhouse, and in a field

# Competence to deliver non-formal education

- Completed Graduate courses
  - Community Education and Development
  - Theoretical Foundations of Non-formal Learning
- Observations of a non-formal beginner gardening program for thesis

### Identification of plants and pests and the diagnosis of plant problems

- Experience with plant and pest identification
- Observations during non-formal beginner gardening program for thesis
- Completed Undergraduate courses
  - Crop Science
  - Crop Growth and Development

#### Collaboration and Networking

- Co-author on a collaboration manuscript and understanding the importance of collaboration between partners/multiple stakeholders
- Collaborate in a women's beekeeping collective
- Close networking with extension agents in Virginia to develop food safety video modules and manage Facebook accounts
- Close networking and collaboration with Master Gardeners during beginner gardening program in Raleigh, North Carolina
- Worked on USAID grant to develop video modules on youth in agriculture, women in agriculture, and land grant universities
- Judge for 4-H interview competition

#### Effective recruitment, assistance, and management

Recruitment of participants on online community of practice

- Outreach coordinator for community of practice involvement
- Moderator for online community of practice managing Facebook account and social media

# Leadership and Team-Building

- Proposed and implemented three open dialogues for the faculty and staff of the College of Agricultural and Life Sciences on diversity and inclusion to acknowledge diversity initiatives for the college
- Develop and implement video modules for Food Safety with an Extension agent in Virginia
- Coordinated monthly subteam calls for an online community of practice
- Group leader for EDRE 6605: Quantitative Research Methods in Education group project

#### **Oral and Written Communication Skills**

- Completed graduate level course. Professional Communication in Agriculture and Life Sciences, where grant writing was mandatory
- Facilitated focus group with program participants in beginner gardening program for thesis
- Invited to be guest speaker and represent minority students at a College of Agricultural and Life Sciences Alumni workshop
- Wrote manuscript on short term study-abroad and service-learning effects on global citizenship
- Wrote best practice papers on online community of practice, school gardens, and cultural competence
- Wrote white paper on youth in agriculture
- Managed and facilitated an agricultural, education, and training online community of practice
- Assisted in facilitating, reminding, and documenting conference call notes during monthly online community of practice subteam calls
- Guest English speaker at an all girls private school in Ecuador during undergraduate studies
- Presenter at Diversity Spotlight, Virginia Tech, 2015
- Poster presentation during Research for Undergraduates, Summer 2012

### Training and Instruction

- Instructor for HORT 2144: Indoor Plants at Virginia Tech
- Graduate teaching assistant and general advising for LDRS 1016: Global Citizen Leadership at Virginia Tech
- Developed helpful Spanish vocabulary sheets for undergraduates in LDRS while in the Dominican Republic
- Teaching assistant for AGRON 335: Environmental Quality at Kansas State University
- Trained undergraduate worker on how to do videography for social media; writing video scripts, filming, and editing

#### Education

Virginia Polytechnic Institute and State University

Blacksburg, Virginia

Graduate Research Assistant, August 2013-October 2015

Beliveau Estate Winery

Blacksburg, Virginia

Assistant Vineyard Manager, Wine Pourer, January 2013-December 2013

Virginia Polytechnic Institute and State University

Blacksburg, Virginia

Graduate Teaching Assistant, January 2012-December 2013

Kansas State University

Blacksburg, Virginia

Undergraduate Research Assistant, August 2009-December 2011

### Education

Master of Science

Agricultural, Leadership, and Community

Education

Virginia Polytechnic Institute and State University

September 15, 2015

Bachelor of Science

Agronomy: Soils and Environmental Science

Minor: International Agriculture

Kansas State University, December 2011

### **Honors and Awards**

Virginia Tech Diversity Scholar 2014-2015 CALS Alumni Workshop Diversity Panel, Spring 2015

### Publications/Creative Activity

Vu, A. & Westfall-Rudd, D. (2015). Agricultural Education and Training Good Practices: Communities of Practice. InnovATE, Retrieved from https://www.innovate-community.oired.vt.edu/docs/DOC-1630?sr=stream&ru=2018

Whitter-Cummings, A., **Vu**, **A**., Spindler, M., Westfall-Rudd, D., Rudd, R., Hammet, T., Vaughan, L. (2014, February). Targeted Conference Interviews: Creating Additional Knowledge. Poster. Presented at the Annual Southern Region Conference of the American Association for Agricultural Education, Dallas, TX.

**Vu, A.**, Vengrin, C., Whitter-Cummings, A., Cletzer, A., Spindler, M., Westfall-Rudd, D., Rudd, R. (2013, September). AET Capacity Building in Post Conflict Countries. A poster presented at the Innovate Symposium on Advancing Food Security Through Agricultural Education and Training, Fairfax, VA.

Whitter-Cummings, A., Cletzer, A., Vu, A., Vengrín, C., Spindler, M., Westfall-Rudd, D., Rudd, R. (2013, September). AET and Youth Capacity Building. A poster presented at the Innovate Symposium on Advancing Food Security Through Agricultural Education and Training, Fairfax, VA.

Whitter-Cummings, A., Vu, A., Spindler, M., Westfall-Rudd, D., Rudd, R. (2013, September). Women in Agricultural Education and Training. A poster presented at the Innovate Symposium on Advancing Food Security Through Agricultural Education and Training, Fairfax, VA



DI/IFAS Extension Central District

March 30, 2016

Ms. Anay Vu 4401 NW 28th Textace Gainesville, FL 32605

Dear Ms. Vu

I am pleased to offer you the positions of Orange County Extension Agent I, Residential Horticulture, position number 0001-5096 beginning May 23, 2016. The salary will be \$48,730.00 with a 40%/60% split in funding source between Orange County, \$19,492,00/40% and the University of Florida, \$29,238.00/60%. Please note your employment is contingent upon your passing the county's prescreening process and approval of the Orange County Board of County Commissioners. This offer is also contingent on a successful pre-employment screening, which includes a neview of criminal records, reference checks, and verification of education by the University of Florida.

As an Extension Agent I, Residential Horticulture, you will work under the direction of Dr. Richard Tyson, Orange County, Extension Director, (CED) and Dr. Tim Momol, the Central District Extension Director (DDD). As with all County Extension Faculty your plan of work, report of accomplishments, and annual performance reviews will be under the supervision of the Central District Extension Director.

Your appointment is subject to the constitution and laws of the State of Florida and the rules and regulations of the Board of Trustees of the University of Florida.

#### Special conditions of your employment:

- 1. If you propose to engage in any outside activity or have a potential conflict of interest, you shall notify your supervisor in writing (using the proper University of Florida forms) prior to engaging in these activities. Such notification must be done annually (effective July 1 for future academic years) for as long as you continue to engage in such activity or have such conflict of interest.
- 2. There is also considerable travel with evening and weekend meetings, which may or may not be by personal vehicle.

The Foundation for The Gator Nation

An Equal Opportunity Institution

March 30, 2016 Arry Vu Page Two

We are impressed with your skills and believe you will find your new position to be challenging, interesting, and rewarding.

Please sign below and return the signed copy to me via email (scan) or fax (352)392-5259 as soon as you can.

Sincerely,

Thomas A. Obreza, Ph.D. Senior Assoc. Dean &

Assoc. Director for Extension

Thomas a. Olreya

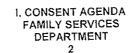
TO/nw

cc: Melanie Edmondson Richard Tyson

I, Amy Vu, do accept the position as described above and agree to the salary and all conditions set forth in this letter.

Signature

Date







April 11, 2016

TO:

Mayor Teresa Jacobs

-AND-

THRU:

FROM:

Lonnie C. Bell, Jr., Director Family Services Department

Lavon B. Williams, Manager, Esq., AICP

Neighborhood Preservation and Povitalian

SUBJECT:

Consent Agenda Item - May 10, 2016

May 2016 Neighborhood Pride Sign Grant Recipients

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending the approval of two Sign Grants: Chatham Woods and Dommerich Hills 4th Addition (see Attachment A). The grant requests are displayed in greater detail in Attachments B and C. The grant requests were reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The applications were reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the applications were reviewed against the County's permitting requirements to ensure that the projects would comply with appropriate County codes. organizations were required to document the appropriate cash match and demonstrate an ability to maintain the project.

**ACTION REQUESTED:** 

Approval of May 2016 Neighborhood Pride Sign Grants as recommended by the Neighborhood Grants Advisory Board for Chatham Woods (\$3,500) and Dommerich Hills 4<sup>th</sup> Addition (\$5,000). Districts 2 and 5.

Attachment(s)

Antwan Nelson, Neighborhood Preservation and Revitalization Division C: Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
2	Chatham Woods	Neighborhood Association	Sign Installation	Public	\$3,500	\$0	Clarcona Ocoee Road and Chatham Woods Court
5	Dommerich Hills 4th Addition	Neighborhood Association	Sign Installation	Private	\$5,000	\$0	Howell Branch Road and Rapidan Trai
			Total Requests		\$8,500		

## Neighborhood Pride Grant Profile

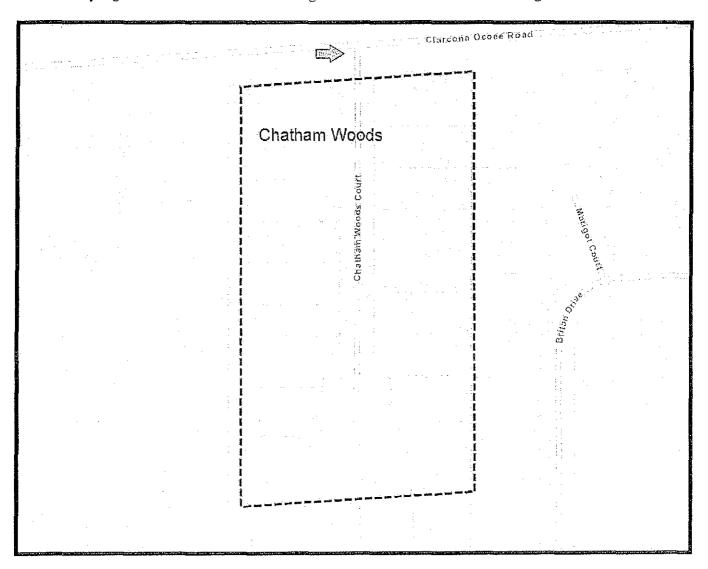
Organization Name: Chatham Woods Request Amount: \$3,500

Commission District 2: Bryan Nelson Matching Amount: N/A

Municipality Jurisdiction: N/A Total Project Cost: \$3,500

Property Ownership: Public Type of Grant: Sign Grant

**Summary:** The neighborhood wishes to replace the existing letters and sign face on their entranceway signs. The homes within this neighborhood have met taxable value guidelines.



# Neighborhood Pride Grant Profile

Organization Name: Dommerich Hills 4<sup>th</sup> Addition Request Amount: \$5,000

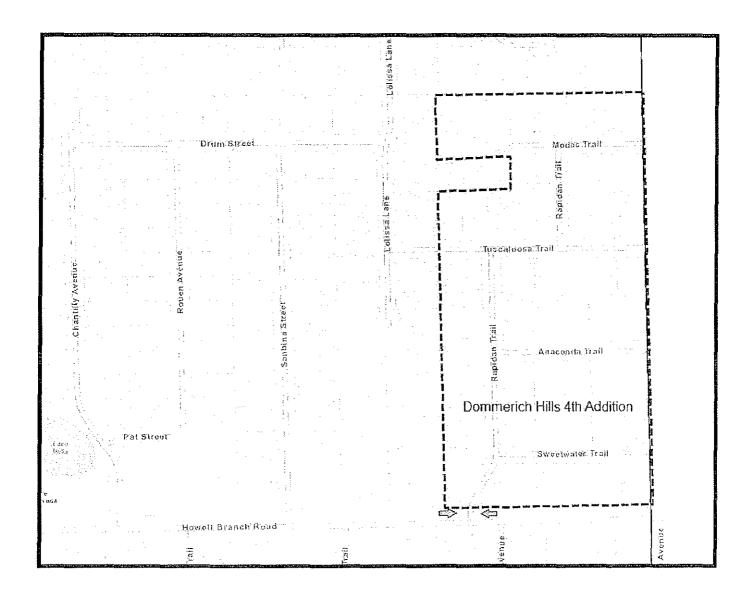
Commission District 5: Ted B. Edwards Matching Amount: N/A

Municipality Jurisdiction: Winter Park

Total Project Cost: \$5,000

Property Ownership: Private Type of Grant: Sign Grant

Summary: The neighborhood wishes to install two signs at their neighborhood entrance.





April 13, 2016

TO:

Mayor Teresa Jacobs

-AND-

THRU:

FROM:

Lavon B. Williams, Manager, Esc. MDA

SUBJECT:

Consent Agenda Item May 10, 2016

May 2016 Neighborhood Pride Mini-Grant Recipient

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. There has been an overwhelming response from a wide range of neighborhood organizations showing continued interest in the Neighborhood Pride Mini-Grant Program.

The Neighborhood Pride Mini-Grant Program offers small grants to countywide volunteer neighborhood organizations for projects less than \$1,500. neighborhood organizations are required to attend a mandatory grant workshop and establish a neighborhood team to work with staff on implementing neighborhood projects. The grant applications are accepted from October through June and reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending approval of Shenandoah Park Mini-Grant (see Attachment A). The grant request is displayed in greater detail in Attachment B. The grant was reviewed by County staff and presented to the NGAB for recommendation. The application was reviewed based on project feasibility, organizational readiness, and benefit to the community.

In addition, the application was reviewed against the County's permitting requirements to ensure that the project would comply with appropriate County codes. Finally, the neighborhood organization was required to demonstrate the ability to maintain the project.

BCC Consent Agenda Item May 10, 2016 Neighborhood Pride Mini-Grant Recipient Page 2

**ACTION REQUESTED:** 

Approval of the May 2016 Neighborhood Pride Mini-Grant as recommended by the Neighborhood Grants Advisory Board for Shenandoah Park

(\$1,500). District 3.

Attachments

Antwan Nelson, Neighborhood Preservation and Revitalization Division C: Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

LBW/ydl

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
3	Shenandoah Park	Subdivision	Pressure Wash and Paint Entrance Wall	Private	\$1,500	\$0	Conway Road and Stonewall Drive
			Total Requests		\$1,500		

### Neighborhood Pride Grant Profile

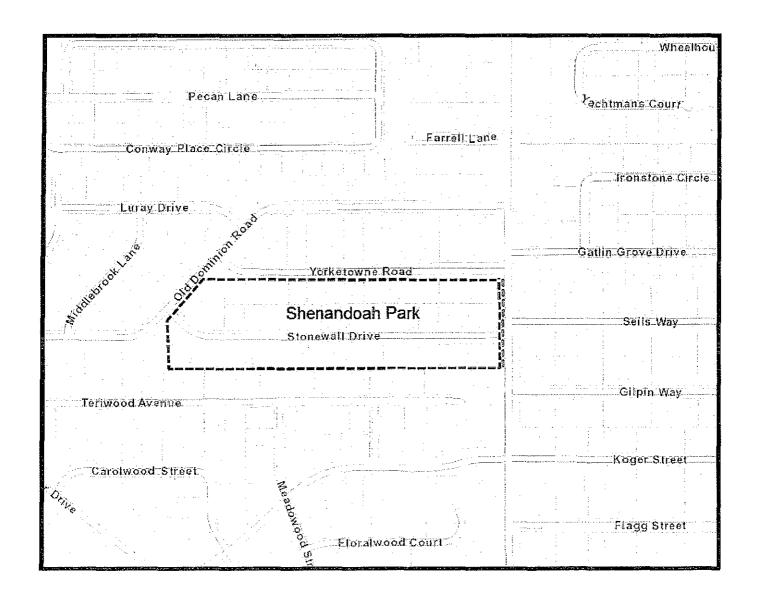
Organization Name: Shenandoah Park Request Amount: \$1,500

Commission District 3: Pete Clarke Matching Amount: N/A

Municipality Jurisdiction: N/A Total Project Cost: \$1,500

Property Ownership: Private Type of Grant: Mini Grant

**Summary:** The neighborhood wishes to pressure wash and paint their neighborhood wall. The homes within this neighborhood have met taxable guidelines.





AGENDA ITEM



April 13, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

THRU:

FROM:

Family Services Department Xmil Laver P. 107 Lavon B. Williams, Manager, Esq., AICP XXIV

Neighborhood Preservation and Revitalization Division

SUBJECT:

Consent Agenda Item - May 10, 2016

May 2016 Neighborhood Pride Capital Improvement Grant

Recipient

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending approval of Skycrest Civic Association, Inc. (See Attachment A). The grant request is displayed in greater detail in Attachment B. The grant request was reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The application was reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the application was reviewed against the County's permitting requirements to ensure that the project would comply with appropriate County codes. Finally, the organization was required to document the appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED:

Approval of the May 2016 Neighborhood Pride Capital Improvement Grant as recommended by the Neighborhood Grants Advisory Board for Skycrest Civic Association, Inc. (\$10,000). District 3.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

LBW/ydl

### ATTACHMENT A

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
3	Skycrest Civic Association, Inc.	Civic Association	Entranceway Improvement	Private	\$10,000	\$10,000	South Fern Creek Avenue
			Total Requests		\$10,000		

## Neighborhood Pride Grant Profile

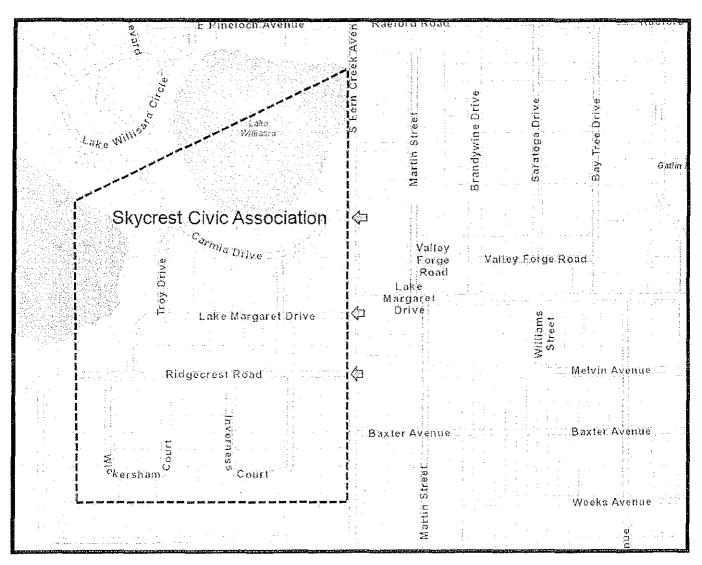
Organization Name: Skycrest Civic Association, Inc. Request Amount: \$10,000

Commission District 3: Pete Clarke Matching Amount: \$10,000

Municipality Jurisdiction: N/A Total Project Cost: \$20,000

Property Ownership: Public Type of Grant: Capital Improvement

**Summary:** The neighborhood wishes to restore two entranceway features and install one new entranceway feature. The homes within this neighborhood have met taxable guidelines.



### Interoffice Memorand

I. CONSENT AGENDA FAMILY SERVICES DEPARTMENT

**AGENDA ITEM** 

April 18, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

THRU:

Lonnie C. Bell, Jr., Director

Family Services Department

FROM:

Zmie l MM 1 Lavon B. Williams, Manager, Esq., AICP

Neighborhood Preservation and Revitalization Division

SUBJECT:

Consent Agenda Item - May 10, 2016

March 2016 Business Assistance for Neighborhood Corridors

(BANC) Program Grant Recipients

The Neighborhood Preservation and Revitalization Division administers the Business Assistance for Neighborhood Corridors (BANC) Program which coordinates Orange County services for economic development in targeted corridors. On March 20, 2012 the Board approved the BANC Program to revitalize once thriving commercial corridors that suffer from a lack of investment and are deficient of financial support. The BANC Program reimburses businesses up to \$10,000 for costs associated with improving or opening a business. Some of the allowable projects are a conventional rezoning, submittal fees for commercial projects, demolition costs, bringing a structure up to code. and/or façade improvements to the structure.

Businesses applying to the BANC Program must attend an informational session about the program and submit an application with three quotes. All applications are reviewed by a Business Assistance Team made up of staff from relevant Orange County Divisions. The staff reviews the applications based on project feasibility, benefit to the community, and to ensure the project complies with Orange County's Urban Design Standards, permitting requirements, and appropriate Orange County Codes. Once the project is complete, the business must demonstrate that payment has been made to the vendor before a reimbursement check is issued from Orange County.

The staff recommends approval of the Florida Van Rentals, Inc., Delice Services and Insurance, Ruby's Little Creations, and Little Angels Childcare and Learning Center grant applications dated April 2016 (see Attachment A, B, C, and D). The applicants must adhere to the BANC Program Design Guidelines.

**Action Requested:** 

Approval of the April 2016 Business Assistance for Neighborhood Corridors Program grants for Florida Van Rentals, Inc. (\$5,000), Delice Services and Insurance (\$4,156), Ruby's Little Creations (\$5,000), and Little Angels Childcare and Learning

Center (\$5,000). Districts 3 and 6.

Jason Reynolds, AICP, Neighborhood Preservation and Revitalization C: Division

# **Business Assistance for Neighborhood Corridors Program Profile**

Business Name: Florida Van Rentals, Inc.

6307 Hansel Avenue Orlando, FL

Commission District: 3- Pete Clarke

Total Project Cost: \$5,000

Request Amount: \$5,000

Municipality Jurisdiction: Unincorporated Orange County

Project Type: Fence

Owner/Renter: Owner

**Summary:** The business wants to replace the chain link fence with a steel fence.





Business Assistance for Neighborhood Corridors (BANC) Program Orange County Board of County Commissioners May 10, 2016 Consent Agenda ATTACHMENT B

# **Business Assistance for Neighborhood Corridors Program Profile**

Business Name: Delice Services and Insurance

1423 N. Pine Hills Road Orlando, FL

Commission District 6: Victoria P. Siplin Total Project Cost: \$4,156

Municipality Jurisdiction: Unincorporated Orange County

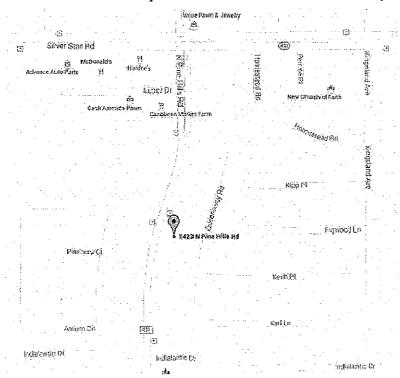
Owner/Renter: Owner

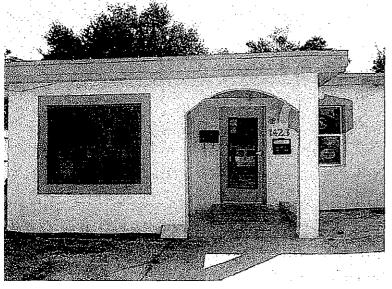
Owner/Renter: Owner

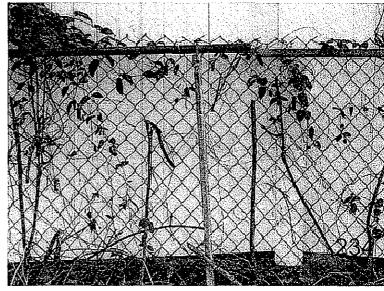
Project Type: Replace fence

Request Amount: \$4,156

**Summary:** The business wants to replace the chain link fence with a vinyl fence.







# **Business Assistance for Neighborhood Corridors Program Profile**

Business Name: Ruby's Little Creations

1041 N. Pine Hills Road Orlando, FL

Commission District: 6- Victoria P. Siplin

Municipality Jurisdiction: Unincorporated Orange County

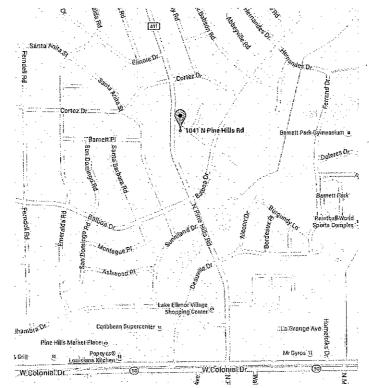
Project Type: Fence

Request Amount: \$5,000

Total Project Cost: \$5,000

Owner/Renter: Owner

**Summary:** The business wants to replace the chain link fence with a vinyl fence.





# **Business Assistance for Neighborhood Corridors Program Profile**

Business Name: Little Angels Childcare and Learning Center

5700 Silver Star Road Orlando, FL

Request Amount: \$5,000

Commission District 6: Victoria Siplin

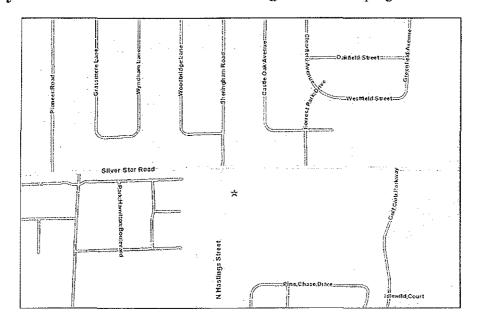
Total Project Cost: \$5,000

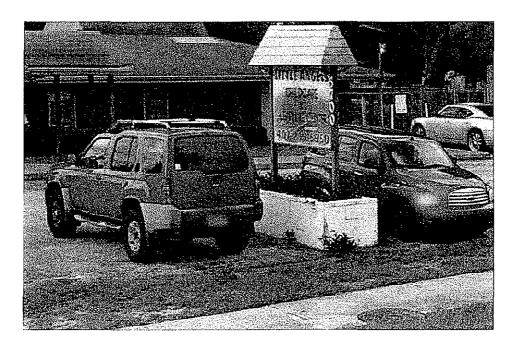
Municipality Jurisdiction: Unincorporated Orange County

Project Type: Sign and landscaping

Owner/Renter: Owner

### Summary: The business wants to install a new sign and landscaping







Interoffice Memorandum

April 11, 2016

TO:

Mayor Teresa Jacobs

-AND-

Lorine C boll 1 **Board of County Commissioners** 

THRU:

Lonnie C. Bell, Jr., Director

Family Services Department

FROM:

Lavon B. Williams, Manager, Esq., AICP XXV

Neighborhood Preservation and Revitalization Division

SUBJECT:

Consent Agenda Item - May 10, 2016

May 2016 Neighborhood Pride Entranceway Grant

Recipients

The Neighborhood Preservation and Revitalization Division administers the Neighborhood Pride Grant Program that provides funds for citizen organizations to enhance the quality of their neighborhoods. The Neighborhood Pride Grants are available countywide in amounts ranging between \$1,500 to \$10,000. Neighborhood Pride Grant applications are accepted year-round and are reviewed monthly by the Neighborhood Grants Advisory Board (NGAB).

The NGAB is recommending the approval of two Entranceway Improvement Grants for Woodbury Park HOA and Oak Park HOA of Orange County, Inc. (see Attachment A). The grant requests are displayed in greater detail in Attachments B and C. The grant requests were reviewed and scored by Orange County staff and presented to the NGAB for recommendation. The applications were reviewed based on project feasibility, organizational readiness, and benefit to the community. In addition, the applications were reviewed against the County's permitting requirements to ensure that the project would comply with appropriate Finally, the organizations were required to document the County codes. appropriate cash match and demonstrate an ability to maintain the project.

ACTION REQUESTED:

Approval of May 2016 Neighborhood Pride Entranceway Grants as recommended by the Neighborhood Grants Advisory Board for Woodbury Park HOA (\$3,000) and Oak Park HOA of Orange County, Inc. (\$2,500). Districts 4 and 6.

Attachment(s)

c: Antwan Nelson, Neighborhood Preservation and Revitalization Division Lyndon Carter, Chairperson, Neighborhood Grants Advisory Board

LBW/ydl

District	Organization	Type of Organization	Project	Property Ownership	Estimated Amount	Community Match	Project Location
4	Woodbury Park HOA	НОА	Entranceway Improvement	Private	\$3,000	\$150	Parkbury Drive
6	Oak Park HOA of Orange County, Inc.	НОА	Entranceway Improvement	Private	\$2,500	\$125	Powers Drive and Livewood Oaks Drive
			Total Requests		\$5,500		

### Neighborhood Pride Grant Profile

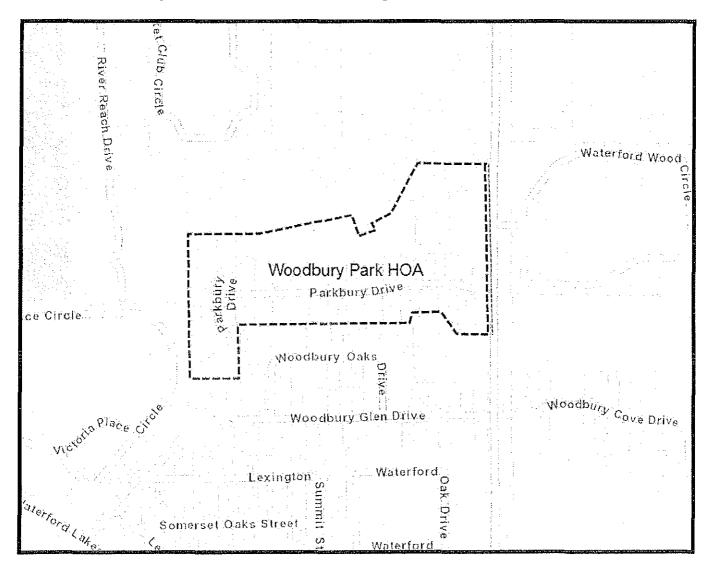
Organization Name: Woodbury Park HOA Request Amount: \$3,000

Commission District 4: Jennifer Thompson Matching Amount: \$150

Municipality Jurisdiction: N/A Total Project Cost: \$3,150

Property Ownership: Private Type of Grant: Entranceway Grant

Summary: The neighborhood wishes to pressure wash and paint their neighborhood wall. The homes within this neighborhood have met taxable value guidelines.



## Neighborhood Pride Grant Profile

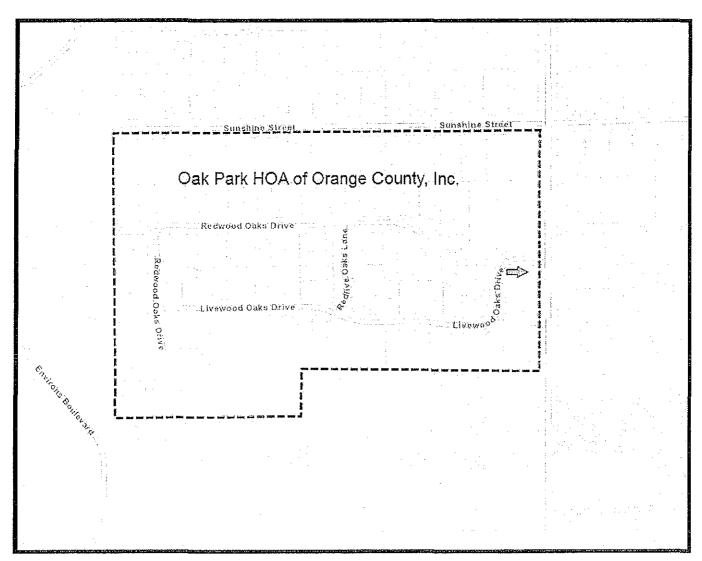
Organization Name: Oak Park HOA of Orange County, Inc. Request Amount: \$2,500

Commission District 6: Victoria P. Siplin Matching Amount: \$125

Municipality Jurisdiction: N/A Total Project Cost: \$2,625

Property Ownership: Private Type of Grant: Entranceway Grant

**Summary:** The neighborhood wishes to replace the reader board sign at the entrance of the community. The homes within this neighborhood have met taxable value guidelines.





### Interoffice Memoral

I. CONSENT AGENDA PUBLIC WORKS DEPARTMENT

April 15, 2016

TO:

Mayor Teresa Jacobs

And the Board of County Commissioners

FROM:

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

**CONTACT PERSON:** 

Diana M. Almodovar, P.E., Manager

**Development Engineering Division** 

PHONE NUMBER:

(407) 836-7974

SUBJ:

Authorization to record the plat of Lake Hart Storage and Nona Car

Wash Facility

The Public Works Department requests authorization to record the plat of Lake Hart Storage and Nona Car Wash Facility. This is a two lot plat located Northeast of the Central Florida Greeneway (SR 417) and Narcoossee Road interchange.

This plat is being recorded in order to comply with the requirements of the Lake Hart Planned Development / Tract 6 - Lake Hart Storage & Carwash Facility Development Plan as approved by the Orange County Development Review Committee on July 22, 2015.

This plat is being placed on the Consent Agenda in order to comply with the requirements of Chapter 34, Article III, Section 34-48(b) of the Orange County Code.

Action Requested:

Authorization to record the plat of Lake Hart Storage and

Nona Car Wash Facility. District 4.

MVM/DMA/mk

April 13, 2016

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:

Construction of Speed Humps on Mendelin Street

At the request of the residents on Mendelin Street, a speed hump survey was mailed to the property owners. This was to determine if the property owners supported the installation of speed humps on Mendelin Street. If two-thirds of the returned ballots from the property owners were in favor of the speed humps, the County would install the speed humps.

The result of the survey was that 100% of the returned ballots from the property owners supported the installation of speed humps. The current plan is to install one speed hump on Mendelin Street. The project is being funded by the Commission District 2 and Public Works.

Action Requested: Approval to construct speed humps on Mendelin Street. District 2.

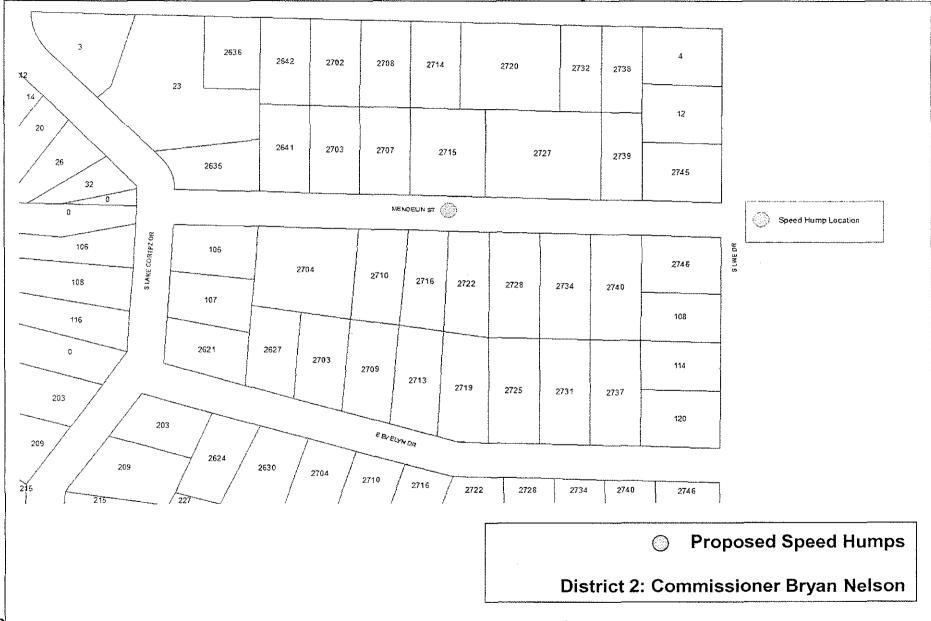
MVM/RDR/FCY/nad

Attachments



# Mendelin Street Consent Agenda Location Map

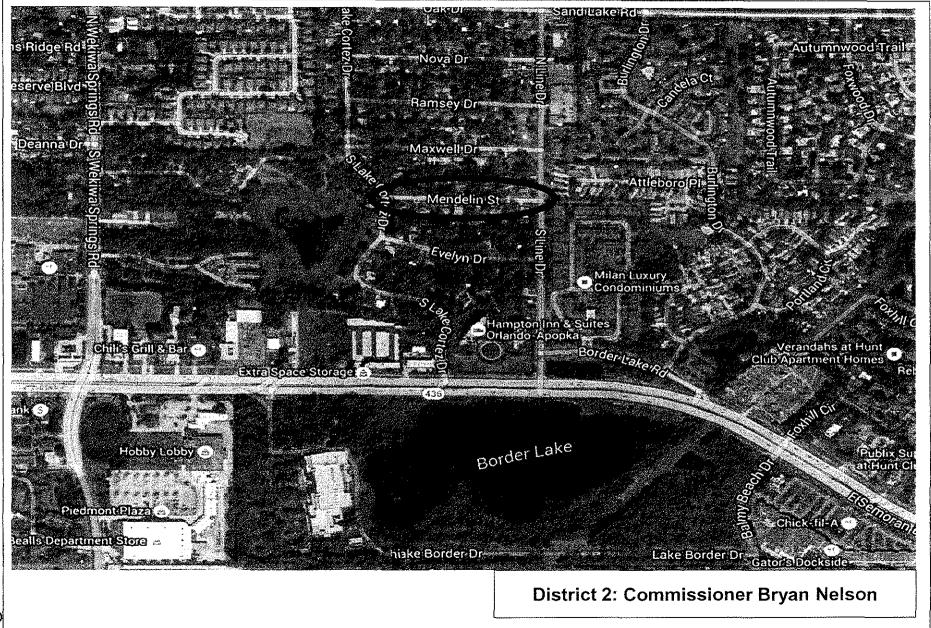






# Mendelin Street Consent Agenda District Map









April 8, 2016

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:

Establishment of a "No Parking" Zone on Sandy Lane Drive

A concerned citizen has requested that a "No Parking" zone be established on both sides of Sandy Lane Drive from Hiawassee Road to 2267 Sandy Lane Drive.

A survey of the property owners determined that 80% of the residents support the installation of a "No Parking" zone.

Staff recommends that the Board approve the establishment of a "No Parking" zone on both sides of Sandy Lane Drive from Hiawassee Road to 2267 Sandy Lane Drive.

**Action Requested:** 

Approval to install a "No Parking" zone on both sides of Sandy Lane Drive from Hiawassee Road to 2267 Sandy Lane Drive.

District 6.

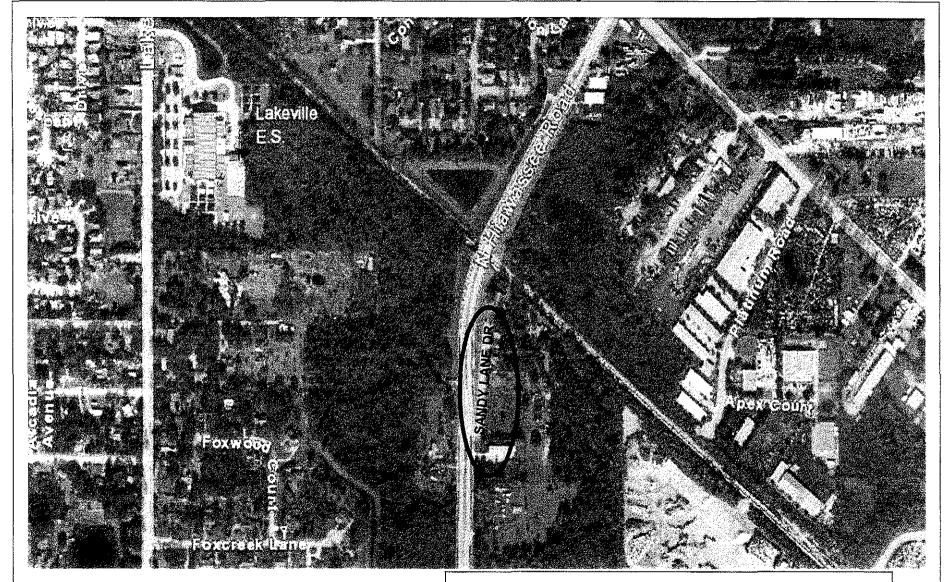
MVM/RDR/CSY/nad

Attachments



# Sandy Lane Drive Consent Agenda District Map





**District 2 : Commissioner Bryan Nelson** 



# Sandy Lane Drive Consent Agenda Location Map





Proposed "No Parking" signs

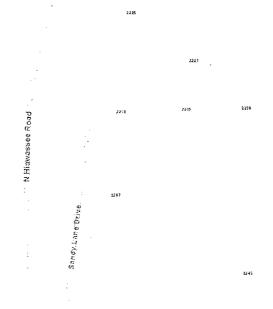
District 2: Commissioner Bryan Nelson

Sandy Lane from Hiawassee Road to 2267 Sandy Lane Drive. By signing this petition the Orange County Traffic Engineering Division will analyze neighborhood traffic conditions (2/3 of the property owners required to sign petition). 4 LWAYS Time Restrictions (If applicable) / / AM/PM\_to-If you agree with this petition please print your name and address below: Signature Property Owner's Name Address MARY HARRELL 4727 Sowylan Bina Betty Swammer ingit surryly tauns by STATE BERNALLAND ABLE TO Karling Street 21 16 10 11 11 15 welling to the state of the till J. M. G. B. J. J. J. G. Mysanth M. Fulle The Book of the Book 6 RENTER IN HOU: 7 N. 10. 1.1 1. 3 3 14 15 10 17 18 19 20.

This petition is to show support for the installation of No Parking signs on both side(s) of

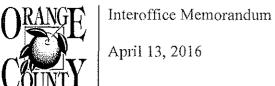
Sandy Lane "No Parking" signs





```
Address
                Yes
                                No
2245
                χ
2239
                Χ
2221
2231
                Did not sign. (Ruby Slaven, 2225 Sandy Lane Dr,
2235
2267
                Home is owned by Space Masters and rented.
                Did not sign. (Ruby Slaven, 2225 Sandy Lane Dr,
2225
                ( spoke to Ms Slaven. She does not care. She will support the majority vote)
```

4/5=80%



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:

Turnbury Woods Homeowners Association, Inc. Agreement for Traffic

**Control Devices** 

Submitted for approval and execution is an agreement by Turnbury Woods Homeowners Association, Inc. (the Association) in favor of Orange County. This Hold Harmless Agreement was initiated by the Association.

The Association has installed decorative street name and traffic control signposts in lieu of the standard street name and traffic control signposts that would normally be provided by the County. The Association is capable of assuming the responsibility, liability, and maintenance of the decorative street name and traffic control signposts as defined in the agreement.

Staff recommends approval and execution of the agreement between the Association and Orange County to maintain decorative street name and traffic control signposts. This agreement has been approved as to form by the County Attorney's Office and the Risk Management Division.

**Action Requested:** Approval and execution of Homeowner's Association

Agreement for Turnbury Woods Subdivision Traffic Control Devices by and between Turnbury Woods Homeowners Association, Inc. and Orange County, Florida, that provides for the Association to maintain decorative street name and traffic

control signposts. District 1.

MVM/RDR/nad

Attachments

### THIS INSTRUMENT PREPARED BY:

Traffic Engineering Division 4200 South John Young Parkway 3<sup>rd</sup> Floor Orlando, FL 32839-9205

### Homeowner's Association Agreement for Turnbury Woods Subdivision Traffic Control Devices

This Agreement (the "Agreement") is entered into by and between TURNBURY WOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter the "Association"), and ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County").

### Recitals

WHEREAS, the Association is the duly created property owner's association for the Turnbury Woods subdivision, which is in Orange County, Florida, and described as follows (the "Property"): see Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the Association desires to install and maintain the following improvements: decorative street name and traffic control signposts in lieu of the standard street name and traffic control signposts which would normally be provided by the County (hereinafter the "Improvement(s)") which improvements will encroach only on certain public rights of way as shown on the Plat identified on Exhibit "A"; and

WHEREAS, the Association freely desires to and is capable of assuming the responsibility and liability for installing and maintaining the Improvements;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

- 1. **RECITALS**. The foregoing recitals are true and form a material part of this Agreement.
- 2. <u>APPLICATION OF THE RIGHT OF WAY UTILIZATION REGULATIONS.</u> Except as specifically modified by this Agreement, the Association shall comply with the Orange County Right of Way Utilization Regulations, Orange County Code Chapter 21, Article VI, regarding the permitting, installation, and maintenance of the Improvements.

i

- 3. PLACEMENT OF IMPROVEMENTS. The placement of the Improvements will be in accordance with national standards set forth by the Federal Highway Administration in the Manual on Uniform Traffic Control Devices and capable of breakaway upon impact by a vehicle. Breakaway capability certification has been supplied on behalf of the Association and is attached as Exhibit "B."
- 4. RESPONSIBILITIES. The County shall not be required or obligated in any way to construct or maintain, or participate in any way in the construction or maintenance of the Improvements. The Improvements shall not be dedicated to the use and enjoyment of the general public, but shall be dedicated to the common use and enjoyment of the Association, and the owners of the Property. It is the intent of the parties that the Association, its grantees, successors or assigns in interest, or some other association and/or assigns satisfactory to the County, shall be responsible for the permitting, installation and maintenance of the Improvements (and removal and re-installation, as may be necessary), and all the costs and expenses thereof. In the event the Association fails to maintain the Improvements, the County shall have the authority to terminate this Agreement, remove the Improvements, and install standard traffic control devices in their place. In such an event, the Association shall be obligated to reimburse the County for the costs and expenses the County incurred in removing the Improvements and installing standard traffic control devices in their place. Accordingly, the Association's obligation to reimburse the County for the costs and expenses the County incurs related to this Agreement shall survive termination of this Agreement.
- 5. PROTECTIVE COVENANTS. The parties acknowledge that the Property is subject to recorded protective covenants, conditions and restrictions (hereinafter the "Protective Covenants") satisfactory to the County for the permitting, installation, and maintenance of the Improvements by the Association. The Protective Covenants provide a method for the Association to assess the owners of the Property for the cost of permitting, installing, and maintaining (and removing and reinstalling, as may be necessary) the Improvements. Moreover, the Protective Covenants provide that the Association can impose liens against those parcels of property for which payment of any assessment is not made. The Association agrees that the Protective Covenants shall remain in full force and effect at all times.
- 6. NON-FUNCTIONING IMPROVEMENT. Upon notification of the County, from any source, that an Improvement (a traffic control device) is non-functioning, the County shall diligently strive to replace within three (3) hours a temporary replacement traffic control device and inform the Association of the particular Improvement's non-functioning status. The Association shall repair or replace the particular Improvement(s) within ten (10) days of notification from the County and shall return the temporary traffic control device to the County. This section is not intended to and does not in any way shift or remove the hold harmless and indemnification obligations given by the Association to the County through this Agreement.

- 7. HOLD HARMLESS. The Association shall indemnify the County against and hold the County harmless from all losses, damages, costs, claims, suits, liabilities expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the use, construction, or maintenance of the Improvement(s). The Association shall record this Agreement, which shall operate to declare that Orange County is a third-party beneficiary of the Association's maintenance obligations, and that Orange County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction.
- 8. <u>INSURANCE</u>. Under this Agreement the Association shall obtain and shall retain throughout the term of their performance of services under their Agreement the following insurance coverage:
  - A. Comprehensive General Liability Coverage including, but not limited to, contractual, products, and completed operations, in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) for combined single limit, personal injury and property damage per occurrence or the equivalent; The County shall be added as an additional named insured to the policy;
  - B. Certificates of Insurance shall be filed with the County evidencing the above-referenced insurance and said Certificates shall provide that the policy may not be canceled or materially altered until at least thirty (30) days after written notice has been given to the County.
- 9. COVENANTS RUNNING WITH THE LAND. It is intended that the provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the lands owned by the Association, applicable to all of the Common Areas and to all easements granted in favor of the Association as shown on the Plat on the Property described herein, or granted to the Association by any governing document applicable to it, or granted to the Association by any member of the Association, or any portion thereof of the foregoing. It is further intended that this Agreement shall be binding on the parties to this Agreement and their successors and assigns. This Agreement shall inure to the benefit of and be enforceable by the County, its respective legal representatives, successors, and assigns.
- 10. <u>AMENDMENT</u>. The provisions, restrictions and covenants of this Agreement and this Agreement itself shall not be modified or amended without the prior written consent of the Orange County Board of County Commissioners.
- 11. <u>TERMINATION</u>. This Agreement may be terminated by the County upon thirty (30) days prior written notice to the Association. This Agreement may be terminated by the Association upon forty-five (45) days written notice to the County c/o Orange County Traffic Engineer, 4200 South John Young Parkway, Orlando, Florida 32839-9205.

Upon termination of this Agreement, the Improvement(s) shall be removed at the Association's cost and expense and replaced at the Association's cost and expense with standard street and traffic signposts by the County.

- 12. **RECORDING**. This Agreement shall be recorded at the Association's expense in the Public Records of Orange County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, or their successors and assigns in interest.
- 13. **EFFECTIVE DATE**. This Agreement shall become effective upon the date of execution by the County or upon the date of execution by the Association, whichever occurs later.

		NGE COUNTY FLORIDA oard of County Commissioners
	Ву:	
		Teresa Jacobs
		Orange County Mayor
	Date:_	
ATTEST: Martha O. Haynie, Cou	• •	
As Clerk of the Board of County C	commissioners	
By:		
Deputy Clerk		
Date:		

### TURNBURY WOODS HOMEOWNERS ASSOCIATION, INC.

By: William Heyon
Print Name: WILLIAM HERZOCO
Title: PRESIDENT
Date: 3/28/16

WITNESSES:

Signature

John Deinhardt

03.28,2016

Print Name

Signature

Ronald Blocker

STATE OF FLORIDA

COUNTY OF ORANGE

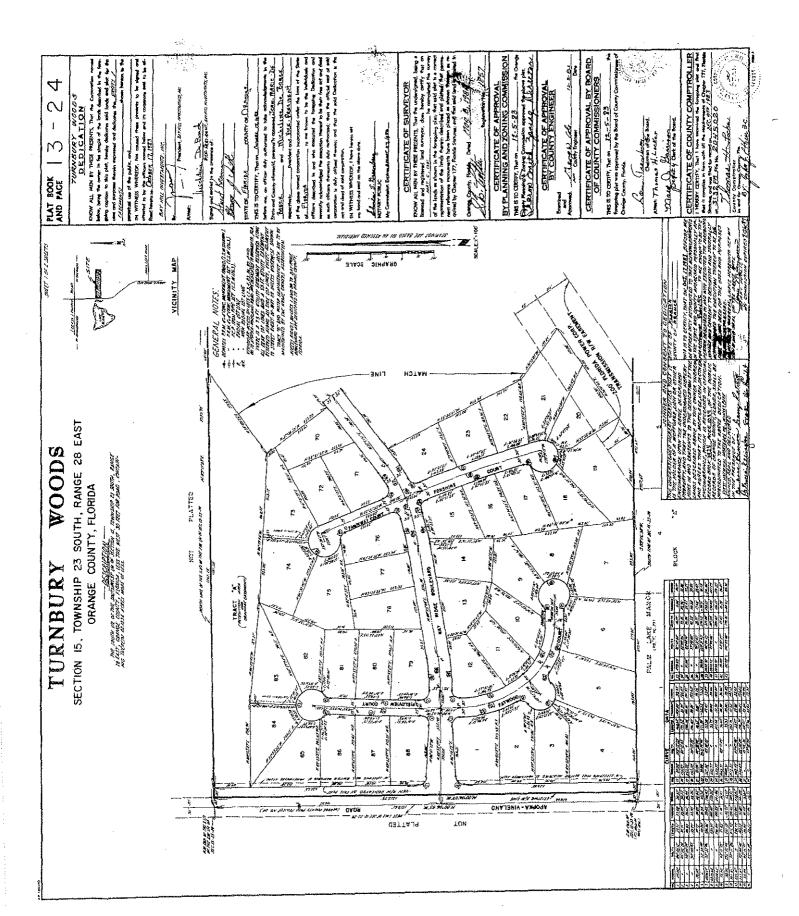
The foregoing instrument was acknowledged before me this 28th day of March, 2016, by William Horog as President of Turnbury Woods Hot, a Florida Not-For Profit Corp., on behalf of said corporation. He / she is personally known to me.

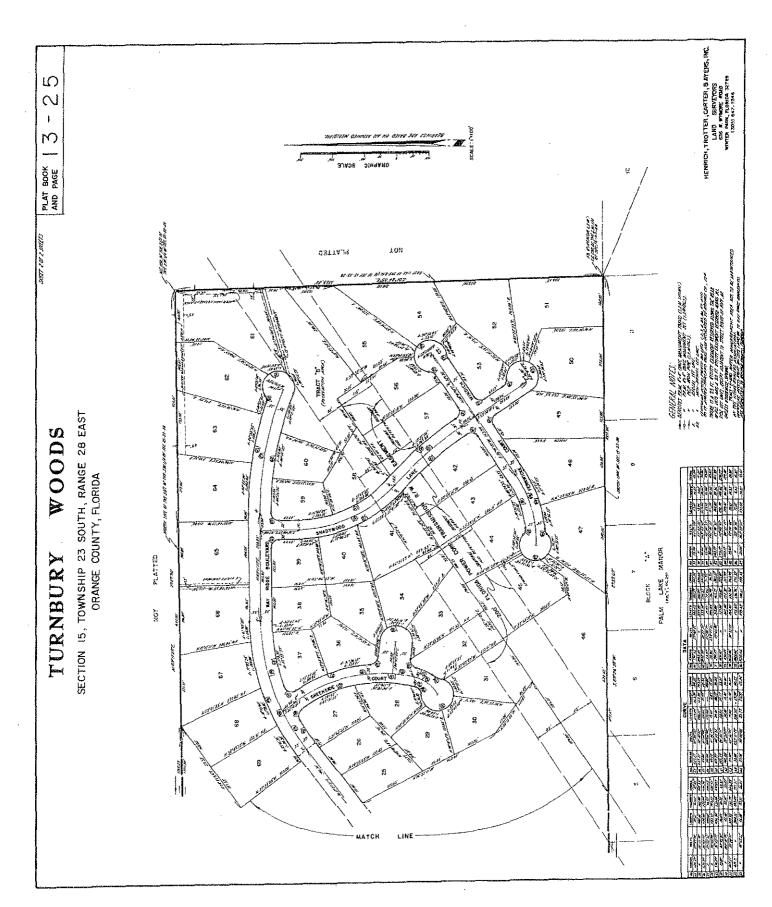
HEATHER DEINHARDT
MY COMMISSION # FF209775
EXPIRES April 26, 2019
[107] 398-0153
FloridaNotaryService.com

Print Name: Heather Dehnhardt

Notary Public Commission Stamp

My Commission Expires: 4/26/19





CREATIVE SIGN DESIGNS



CONSULT. DESIGN. FABRICATE. INSTALL.

#### **Turnbury Woods**

4/13/16

To whom it may concern:

The decorative street signs Creative Sign Designs will be providing for the Turnbury Woods community located at S Apopka Vineland Rd & Bay Ridge Blvd (Orlando, FL. 32819) meet or exceed FDOT2010 DESIGN (INDEX 11860) break away standards. The decorative posts that will be installed are 3" x.125" extruded aluminum (alloy/temper 6063T5).

For further questions, please feel free to contact me.

Sincerely,

Keith McGinnis

CSD Account Executive 813-749-2303 keith@creativesigndesigns.com



#### Interoffice Memorandum

April 25, 2016

TO:

Mayor Teresa Jacobs

and Board of County Commissioners

FROM:

Raymond E. Hanson, P. E., Director

**Utilities Department** 

SUBJECT:

**BCC AGENDA ITEM - Consent Agenda** 

May 10, 2016 BCC Meeting

Amendment No. 1 to Cost Share Agreement #28087 between St. Johns River

Water Management District and Orange County for the Malcolm Rd.

Minimized Impact/Lower Floridan Wells Project

Contact Person:

Andres Salcedo, P. E., Assistant Director

**Utilities Department** 

407-254-9719

St. Johns River Water Management District (SJRWMD) and Orange County entered into Cost Share Agreement #28087 on May 14, 2015. Per this agreement, SJRWMD is providing \$495,000 in funding to Orange County for 33% of the cost of construction of three Lower Floridan wells, which are part of the Malcolm Road Minimized Impact Project.

The project involves construction of new Lower Floridan water supply wells at the planned Malcolm Road Water Supply Facility located in southwest Orange County. Due to a change in construction sequencing at the project site, an amendment to the agreement is needed to change the completion date from September 30, 2016 to March 29, 2017.

The existing agreement requires completion of specific project components prior to requesting any reimbursement. This amendment will provide for quarterly invoicing based on the completion percentage of specific tasks, as spelled out in the amended Statement of Work (Attachment A-1 to the amendment).

The Orange County Attorney's Office staff has reviewed the amendment and finds it acceptable. Utilities Department staff has reviewed the amendment and recommends approval.

**Action Requested:** 

Approval and execution of First Amendment to the Agreement Between the St. Johns River Water Management District and Orange County, D/B/A Orange County Utilities for Malcom Road Minimized Impact/Lower Floridan Wells Project Contract #28087 Amendment #1 by and between the Governing Board of the St. Johns River Water Management District and Orange County, Florida, a Charter County and Political Subdivision of the State of Florida D/B/A Orange County Utilities for the Malcolm Road Minimized Impact/Lower Floridan Wells Project, and delegation of authority to the County Administrator to approve scheduling or other administrative changes and execute any further minor amendments to the agreement which do not affect the total aggregate amount of the budget or intent of the project.

District 1.

# FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND ORANGE COUNTY, D/B/A ORANGE COUNTY UTILITIES FOR MALCOLM ROAD MINIMIZED IMPACT/LOWER FLORIDAN WELLS PROJECT

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177, and ORANGE COUNTY, FLORIDA, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA D/B/A/ ORANGE COUNTY UTILITIES ("Recipient"), whose address is 9150 Curry Ford Road, Orlando, Florida 32825, and is effective on the date the last party has executed same.

#### PREMISES:

The parties entered into Agreement No. 28087 on May 14, 2015, to provide funding for the Recipient's Malcolm Road Minimized Impact/ Lower Floridan Wells project ("Agreement").

The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

- 1. Paragraph 1(a) TERM; WITHDRAWAL OF AGREEMENT: delete this paragraph and replace it with the following paragraph:
  - (a) The term of this Agreement is from May 14, 2015 ("Effective Date") until March 29, 2017 ("Completion Date"). Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.
- 2. Attachment A, STATEMENT OF WORK, is hereby modified as follows:
  - (a) The current Statement of Work is hereby deleted and replaced with the Revised Statement of Work attached hereto as Attachment A-1.
- 3. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	ORANGE COUNTY
Ву:	Ву:
Ann B. Shortelle, Ph.D., Executive Director (or designee)	
	Typed Name and Title
Date:	Date:
Attachment:	

1

Attachment A-1 – Revised Statement of Work

## ATTACHMENT A-1 - STATEMENT OF WORK ORANGE COUNTY MALCOLM ROAD MINIMIZED IMPACT PROJECT LOWER FLORIDAN WELLS, PHASE I

#### I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in FY2015 to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding will have a positive benefit to Minimum Flows and Levels (MFLs), water quantity, water quality, and/or natural systems and supports the District's Strategic Initiatives. Orange County (Recipient) has requested and been selected as a participant in this cost share program.

On June 10, 2014 the District's Governing Board approved funding for the Recipient's Malcolm Road Minimized Impact Project – Lower Floridan Wells, Phase I, Project for \$495,000 towards the estimated construction cost of \$1,500,000.00.

#### II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct lower Floridan aquifer (LFA) wells at the planned Malcolm Road Water Supply Facility (MRWSF). The quantity of water expected from this project is three million gallons per day (mgd). This will allow the Recipient to supply new residents while minimizing the impacts to surface water bodies, protecting Minimum Flows and Levels of lakes and springs in the area.

#### III. SCOPE OF WORK

Recipient is designing, permitting, and constructing a project that constructs LFA wells for water supply.

The Recipient shall ensure the responsibilities in the Project Administration section of the Statement of Work are completed.

#### IV. PROJECT ADMINISTRATION

The Recipient shall be responsible for performing the following:

- · Complete and obtain final project design, construction plans, and specifications;
- Provide a copy of Recipient's executed construction contract documents to the District's Project Manager;
- Provide a copy of any subsequent change orders to the contract to the District's Project Manager;

- Obtain all required permits, including right of access to the project sites related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Submit timely invoices for actual construction costs in accordance with this cost share agreement to enable proper review by the District's Project Manager prior to payment authorization;
- Provide Project Progress Reports, Attachment B, quarterly to the District's Project
  Manager and the District's Budget Coordinator, Email address <u>mlicourt@sirwmd.com</u>.
  Information shall include project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, projected costs versus actual cost to date, and other required information. If no work has been done within the quarter, Recipient must submit the quarterly progress report indicating "no progress to report."
- Provide certification of partial or completed construction for each reimbursement request by a Professional Engineer registered in the state of Florida; and
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

#### V. TIME FRAMES AND DELIVERABLES

The expiration date of this cost-share agreement is March 29, 2017. The projected schedule for the project construction is as follows:

Anticipated Construction Start Date: August 2015
Construction Completion Date: March 29, 2017

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Coordinator within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Coordinator is <a href="mailto:mlicourt@sirwmd.com">mlicourt@sirwmd.com</a>. The Recipient shall submit a final project report within 30 days of Final Completion and acceptance by Orange County Utilities detailing the project's accomplishments and any issues resolved during the course of the work.

#### VI. BUDGET/COST SCHEDULES

For satisfactory completion of the Project, the District shall pay Recipient approximately thirty-three percent (33%) of the actual construction cost of the Project estimated at \$1,500,000; but in no event shall the District's cost-share exceed \$495,000.00.

Recipient shall invoice the District quarterly with appropriate documentation. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount.

For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the district for project construction work beginning October 1, 2014.

The Project begins in the District's Fiscal Year (FY) 2014-2015; however, all reimbursements will paid in FY 2015-2016 and FY 2016-2017. District FYs begin October 1 and end September 30.

Estimated Cost Schedule for Reimbursement of \$247,500 for FY 2015-16 (all dollar amounts are approximate and may be reallocated between the tasks for the two FYs).

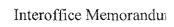
Task	Task Description	Estimated Task Amounts	Estimated Reimbursement Amounts
1	Well 1 Construction	\$500,000.00	\$165,000.00
2	Well 2 Construction 50%	\$250,000.00	\$ 82,500.00

Estimated Cost Schedule for Reimbursement of \$247,500 for FY 2016-17 (all dollar amounts are approximate and may be reallocated between the tasks for the two FYs).

		Estimated Task	Estimated Reimbursement
Task	Task Description	Amounts	Amount
2	Well 2 Construction 50%	\$250,000.00	\$ 82,500.00
3	Well 3 Construction	\$500,000.00	\$165,000.00

#### ATTACHMENT B

St. Johns 1	River Water M	anagem	ent District				Date:		
Project Pr	ogress Report							month/c	day/year
						Report	Number:		··· <u></u>
	roject Identific								,
Project Na	me:	Malcoh	n Road Minimized I	Im	pact Project/Lower	Floridan W	ells		
	Orange County								
SJRWMD	Contract Number	er:	28087		SJRWMD Project		Carl Lar		
					Recipient's Project	Manager:	Karen A	llen	·
Constructi	on Schedule				Reporting Period				
	mm/dd/yy):				Beginning Date (m			· · · · · · · · · · · · · · · · · · ·	
Completion	(mm/dd/yy):				Ending Date (mm/	ld/yy):			<del></del>
Budget					Duration				
Total Budg	et:	\$			Planned Duration:				Weeks
Expended 7		\$			Duration To-date:				Weeks
Expended 1	his Period:	\$			Duration This Peri				Weeks
Percent Bu	lget Expended:		%		Percent Duration F	xpended:			%
Tasks/Mile	stones/Deliver:	ables Sc	heduled for this Re	eme	orting Period or W	ithin the N	lext 60 da	vs:	
								Ĭ	Projected
Task						Start	Finish	Percent	Finish
Number		Tasks/	Milestones/Deliver	at	oles	Date	Date	Complete	Date
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Problems,	Issues, Solution	ıs, Antic	ipated deviations f	fre	om schedule:				
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April 25, 2016

TO:

Mayor Teresa Jacobs

and Board of County Commissioners

FROM:

Raymond E. Hanson, P. E., Director

**Utilities Department** 

SUBJECT:

**BCC AGENDA ITEM - Consent Agenda** 

May 10, 2016 BCC Meeting

Agreement for Utility Work Related to the Central Florida Expressway

Authority's CFX 528-313 Innovation Way Interchange

Contact Person:

Andres Salcedo, P. E., Assistant Director

**Utilities Department** 

407-254-9719

The Central Florida Expressway Authority (CFX) is constructing a roadway and bridge over State Road 528 beginning at the end of Innovation Way and continuing south to Aerospace Parkway. To maximize efficiency and coordination, we have elected to allow CFX to retain a contractor to do all utility work within the project limits on Orange County's behalf. Orange County will pay CFX for the utility work as prescribed by the agreement summarized below.

The Utility Adjustment Agreement authorizes CFX to contract for the necessary reclaimed water utility work as part of construction project #528-313 (SR 528 Innovation Way Interchange). The utility work will consist of installing approximately 5,000 feet of 24-inch reclaimed water main. The estimated construction cost of the utility work that Orange County will pay for under this agreement is \$2,014,008, including a CFX administration fee of 2%, which is required by the agreement.

The Orange County Attorney's Office staff finds the agreement acceptable. Utilities Department staff has reviewed the agreement and recommends approval.

**Action Requested:** 

Approval and execution of Utility Adjustment Agreement by and between Orange County and the Central Florida Expressway Authority for necessary reclaimed water utility work as part of construction project #528-313 (SR 528 Innovation Way Interchange) in the amount of \$2,014,008.

PE,0 1-1,000.

District 4.

#### UTILITY ADJUSTMENT AGREEMENT

THIS UTILITY ADJUSTMENT AGREEMENT (the "Agreement") is made and entered into as of the date of last execution below ("Effective Date") by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "COUNTY"), whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801 and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida ("CFX,") whose address is 4974 ORL Tower Road, Orlando, Florida 32807. COUNTY and CFX may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

#### RECITALS:

WHEREAS, the COUNTY, Orlando-Orange County Expressway Authority ("OOCEA"), predecessor-in-interest to CFX, and Suburban Land Reserve, Inc. ("SLR") entered into that certain Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement, which was approved by SLR on May 27, 2014, by COUNTY on June 10, 2014, and by OOCEA on June 12, 2014, with an effective date of June 12, 2014; and

WHEREAS, the COUNTY, CFX and SLR entered into that certain First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement which was approved by SLR on August 13, 2015, by COUNTY on September 15, 2015, and by CFX on October 8, 2015, with an effective date of October 8, 2015; and

WHEREAS, CFX plans to construct the SR 528 Innovation Way Interchange (the "Project") known as CFX Project # 528-313; and

WHEREAS, COUNTY desires to install a twenty-four inch ductile iron reclaimed water line and appurtenant facilities (the "Facilities") in conjunction with the Project; and

WHEREAS, the Parties intend to cooperate and coordinate the construction and installation of the Facilities (the "Utilities Project")

WHEREAS, CFX has designed the Project and the COUNTY has designed the Utilities Project (the "Plans") as shown in Exhibit "A," attached hereto and made a part hereof by reference, for inclusion in the Project to be performed or caused to be performed by CFX; and

WHEREAS, the Parties desire to formalize the terms and conditions whereby the Parties shall coordinate the construction of the Utilities Project by CFX, at the COUNTY'S expense.

**NOW, THEREFORE,** in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, of which the Parties acknowledge the receipt and sufficiency, CFX and the COUNTY hereby, agree as follows:

- 1. <u>Recitals.</u> The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. <u>Bidding and Selection of Construction Contractor.</u> CFX is in the process of competitively bidding the construction of the Project with the inclusion of the Utilities Project. Bidders will be financially responsible and able to furnish payment and performance bonds. The bids will provide a separate itemized cost for the Utilities Project based on the separate "breakout" schedule prepared by the COUNTY.

CFX will award the contract to the successful low bidder and will provide copies of the construction contractor's bid to the COUNTY. The COUNTY will review and approve the bid with respect to the Utilities Project. If the COUNTY decides not to approve the bid, then the Utilities Project will be removed from the construction of the Project and this Agreement will be terminated, and neither Party shall have any further obligation or liability to the other Party as a consequence of the termination of this Agreement.

#### 3. The Utilities Project

- a. Construction of the Facilities within CFX Right-of-Way (ROW). The COUNTY desires to install approximately five thousand linear feet of twenty-four-inch ductile iron reclaimed water main in the Innovation Way right-of-way and portions of CFX right-of-way between stations 506+38 and 550+22, 51 RT on Innovation Way as depicted in the Plans, at the COUNTY's expense.
- b. County Costs. An engineer's estimate of the Utility Project costs total \$1,974,518 as more specifically set forth in Exhibit "B," attached hereto and incorporated herein by this reference (the "Utility Cost Estimate"). The COUNTY shall be responsible for the actual construction costs plus two percent (2%) of the actual construction costs for Construction, Engineering and Inspection ("CEI") services related to the Utilities Project. The Parties acknowledge and agree that Exhibit "B" is an estimate of Utilities Project costs and the COUNTY shall reimburse CFX for actual construction costs, which is estimated at a not-to-exceed amount of \$1,974,518, plus a maximum of \$39,490 for CEI costs (combined maximum not-to-exceed amount of \$2,014,008). In the event that the actual reimbursable costs exceed the Utility Cost Estimate plus the CEI costs, CFX shall provide COUNTY with notice and COUNTY shall have the option of terminating this Agreement or pursuing approval for additional funds in excess of the maximum not-to-exceed amount.
- 4. <u>Utilities Project Construction Items</u>. The following shall also apply in the performance of the Utilities Project:
  - a. In the event that the Plans are required to be revised in any way, the Parties shall cooperate in good faith to expedite the review and such necessary revisions to ensure that: (i) the location, construction and operation of the Facilities are harmonized with the Project plans and design and construction of the Project in accordance with all applicable laws; (ii) the work schedule is synchronized with

the construction schedule for the Project; (iii) the construction of the Project and the Utilities Project are accomplished in an expedient and cost-effective manner so as to limit, to the extent reasonably practical, costs of land acquisition, design and construction and to minimize impacts to the Project, the Facilities, and adjacent landowners.

- b. CFX, at the COUNTY'S expense, shall obtain all such permits and approvals necessary for the Utilities Project.
- c. The COUNTY's Facilities shall be available for use by the COUNTY upon completion of construction and acceptance by the COUNTY of the Utilities Project.
- d. CFX will designate a CEI firm for the Project, as the point of contact for the COUNTY in all matters related to the Utilities Project and the Project, and the COUNTY has appointed its Orange County Utilities Engineering Division Manager (or his/her designee) as the point of contact for CFX and its contractors in all matters related to the Utilities Project and the Project.
- e. CFX shall cause the contractor(s) to commence and diligently perform the Utilities Project to completion in accordance with the Plans, the Utilities Plans, CFX standards, and CFX's work schedule; provided, however, in the event that completion of the Utilities Project is delayed by events of force majeure (as defined below) or for other reasons, the completion date shall be extended one day for each day of delay caused by such events. The Parties shall cooperate to harmonize construction of the Facilities with the construction or proposed construction of the Project improvements.
- f. Subject to terms and conditions of this Agreement, CFX or its contractor shall construct certain Facilities that will lie partly or totally within or across the proposed Project right-of-way. To the extent that any Facilities are located in portions of property or rights-of-way owned by CFX, CFX will grant the COUNTY a right to access its Facilities for inspection, maintenance and repair, upon submittal and approval of CFX's Application for Right of Entry. In the event a future CFX project requires COUNTY to relocate the Facilities, COUNTY shall be obligated to move, remove, or relocate its Facilities at its sole cost and expense and COUNTY's right of access shall be terminated.
- g. Within sixty days after the completion of the Project, CFX shall provide COUNTY with as-builts and certifications from a project engineer duly licensed in the State of Florida that the installation and encasement of the Facilities has been completed in accordance with the Plans, and all applicable permits and laws.
- h. As soon as possible after the completion of the Utilities Project, CFX shall provide the COUNTY with a detailed final statement of all costs and expenses incurred by CFX in connection with the construction and CEI for the Utilities

Project (the "Cost Statement"), together with all supporting documentation of such costs and expenditures. The Cost Statement and supporting records provided by CFX shall be in auditable form in accordance with generally accepted accounting principles. Within sixty days after receipt of the Cost Statement and supporting documentation, the COUNTY shall reimburse CFX for all such costs and expenses actually incurred for the COUNTY'S portion of the Utilities Project (subject to any adjustment if the COUNTY'S audit shows that such cost statement exceeds costs actually incurred or such costs are not reimbursable under the terms of this Agreement). The COUNTY shall make payment for the costs associated with the Utilities Project by issuing a check made payable to CFX, in the amount so expended by CFX, all in accordance with the foregoing. COUNTY object to a reimbursement amount requested by CFX, the COUNTY shall pay the undisputed portion of the amount as set forth above, and the COUNTY shall submit its objections of the disputed portion in writing to CFX within fifteen business days of receipt of the written reimbursement request from CFX. The Parties shall meet in an attempt to resolve disputes with a goal to resolve them within twenty business days of CFX's receipt of the COUNTY's written objections.

- 5. <u>Insurance.</u> Any contractor performing any portion of construction of the Utilities Project shall maintain the following insurance coverage:
  - i. Workers Compensation the contractor shall provide coverage for its employees with statutory limits for Workers' Compensation and not less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of CFX and the COUNTY and its agents, employees and officials.
  - ii. Commercial General Liability the contractor shall provide coverage for all operations including, but no limited to Contractual, Products, Completed Operations, and Personal Injury. The limits will be not less than \$1,000,000 per occurrence. The General Aggregate Limit shall be twice the required occurrence limit.
  - iii. Business Automobile Liability the contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence.
  - a. The CEI firm responsible for signing and sealing the as-built drawings for the Utilities Project shall provide Professional Liability coverage with limits not less than \$1,000,000.
  - b. The COUNTY shall be specifically included as an additional insured under said policies, and said insurance shall include a provision that 30-day notice of cancellation of the coverage shall be provided to CFX and the COUNTY. Renewals of certificates of insurance shall be produced by CFX or its Contractor upon request.

- c. The COUNTY reserves the right to request, and CFX or its Contractor shall produce within fifteen days, proof of the existence of such insurance coverage and certificates verifying the amount and terms of such insurance coverage.
- Maintenance. Upon completion and acceptance of the Project, CFX will have a one-year warranty from the Contractor. CFX shall have no responsibility for the maintenance, operations or repairs of the Facilities upon completion and acceptance of the Project. Neither the COUNTY, nor any employee, contractor nor agent thereof, shall cause any damage to improvements within the Utilities Project, or take any actions that would weaken, diminish or impair the lateral or subjacent support to the Project, or its appurtenant improvements. Without limiting the foregoing, the COUNTY shall be responsible for maintaining, at no cost to CFX, all permits, authorizations and approvals of applicable regulatory agencies necessary for continued operation, use, maintenance and repair of the Facilities.
- 7. <u>Limitation of Liability</u>. Notwithstanding any other provision of this Agreement, in no event shall either party have liability to the other party under this Agreement, whether based in contract, in tort, or otherwise, for any special, incidental, indirect, exemplary or consequential damages. Further, neither party shall be liable to the other in an amount in excess of the total amount estimated or paid, whichever is greater, for the County's portion of the Project.
- 8. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically or within three (3) business days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) business day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: Chief of Infrastructure Telephone: (407) 690-5000

and

CENTRAL FLORIDA

**EXPRESSWAY AUTHORITY** 

4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel Telephone: (407) 690-5000

COUNTY:

ORANGE COUNTY, FLORIDA
Orange County Utilities Department

9150 Curry Ford Road, Suite 300 Orlando, Florida 32825

Attn: Director of Utilities Telephone: (407) 254-9760

- 9. Sovereign Immunity. Neither Party to this Agreement nor its officers, agents, or employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other Party. CFX and the COUNTY do not waive and retain all defenses and protections provided to them under Florida and other applicable law, including without limitation, the defense of Sovereign Immunity as currently set forth in Section 768.28, Florida Statutes, for tort actions brought against CFX or the COUNTY and such immunity shall be applicable to any claim or action brought under this Agreement even if said claim or action sounds in contract rather than in tort.
- 10. <u>Disputes.</u> All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach shall be resolved in accordance with the steps set forth:
  - (a) negotiation;
  - (b) non-binding mediation; and
  - (c) judicial resolution.
- 11. <u>Hazardous Materials</u>. Neither party shall cause hazardous materials or other potentially hazardous conditions on the property.
- 12. General Provisions. The failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and any custom or practice at variance with the terms hereof, shall not constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by all Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The COUNTY and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the state courts of Orange County, Florida. The Parties agree that each Party is

- responsible for its attorney's fees and costs associated with any resolution of any dispute. Time is of the essence in this Agreement and each provision hereof.
- 13. <u>Survival of Provisions</u>. All covenants, representations and warranties set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.
- 14. <u>Severability</u>. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- 15. **Waiver of Jury Trial.** The Parties voluntarily waive a trial by jury in any litigation or action arising from this Agreement.
- 16. Force Majeure. The Parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond the obligated party's reasonable control, which shall include, without limitation, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, and inability to obtain any material or services due to Acts of God. For all monetary issues, there shall be no events of force majeure.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date below.

	ORANGE COUNTY, FLORIDA, By: Board of County Commissioners
	By: Teresa Jacobs Orange County Mayor
	Date:
ATTEST: Martha O. Haynie, County Comptroller As Clerk to the Board of County Commissioners	
By:	
Print:	
Date:	

#### CENTRAL FLORIDA EXPRESSWAY

AUTHORITY, a public corporation of the State of

Florida

By:\_\_

Welton Cadwell, Chairman

Date:

ATTEST:

Darleen Mazzillo, Executive Secretary

Signature

REVIEWED AND APPROVED BY CFX'S GENERAL COUNSEL'S OFFICE

By: Landa S. Buhmer Janoa

late: 4 14

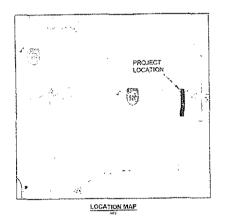
#### EXHIBIT "A" PLANS

#### CONSTRUCTION DRAWINGS FOR

### SR 528 / INNOVATION WAY INTERCHANGE RECLAIMED WATER MAIN IMPROVEMENTS

**DISTRICT 4** 

#### **OCTOBER 2015**





PREPARED BY:

BIF A Environmental Consultants
Estres, Federal and Associates, Inc.
1230 E. Hillored Server, Orlando, FL. 32833
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CAPITAL PROJECT No. 1483-22 PROJECT SEQUENCE No. 77005

ORANGE COUNTY MAYOR TERESA JACOBS

#### BOARD OF COUNTY COMMISSIONERS

DISTRICT 1: COMMISSIONER S, SCOTT BOYD
DISTRICT 2: COMMISSIONER BRYAN NELSON
DISTRICT 3: COMMISSIONER PETE CLARKE
DISTRICT 4: COMMISSIONER JENNIFER THOMPSON
DISTRICT 5: COMMISSIONER TED EDWARDS
DISTRICT 6: COMMISSIONER VICTORIA P. SIPLIN

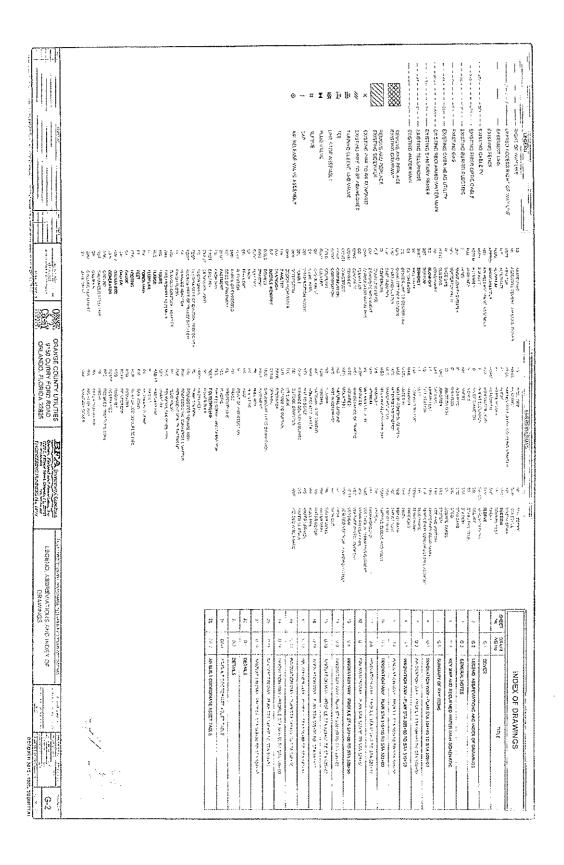
COUNTY ADMINISTRATOR: AJIT LALCHANDANI, P.E.

UTILITIES DIRECTOR: RAYMOND E. HANSON, P.E.

ORANGE COUNTY UTILITIES 9150 CURRY FORD ROAD ORLANDO, FLORIDA 32825

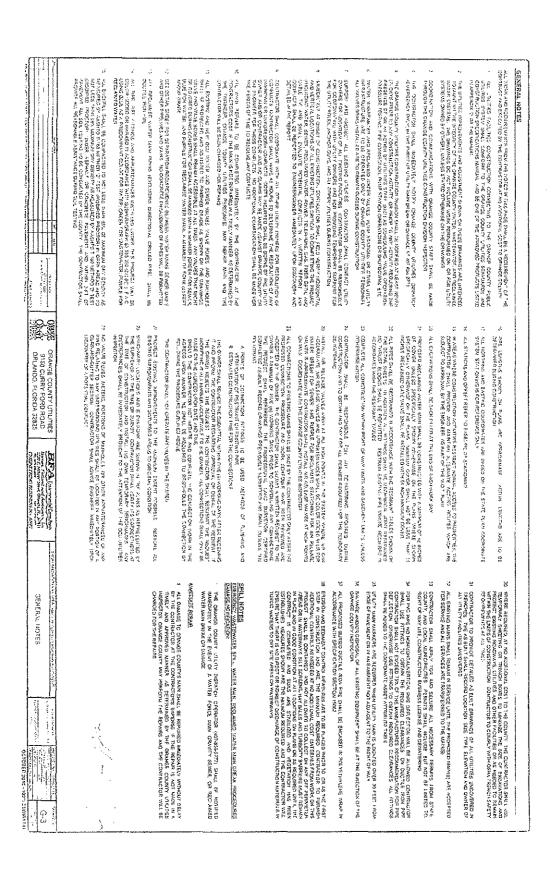
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PLORIDA REGISTRATION No. 59637



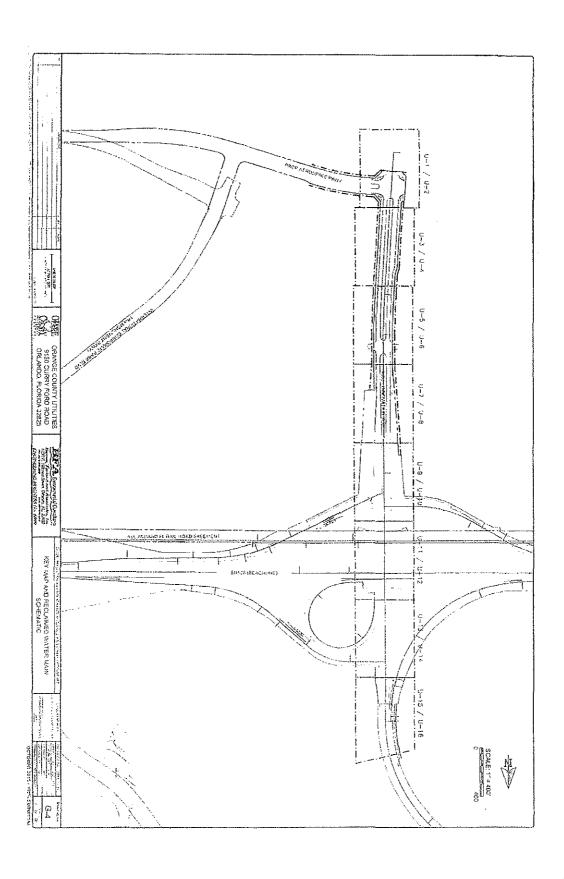
Utility Adjustment Agreement

Page 12 of 37



Utility Adjustment Agreement

Page 13 of 37



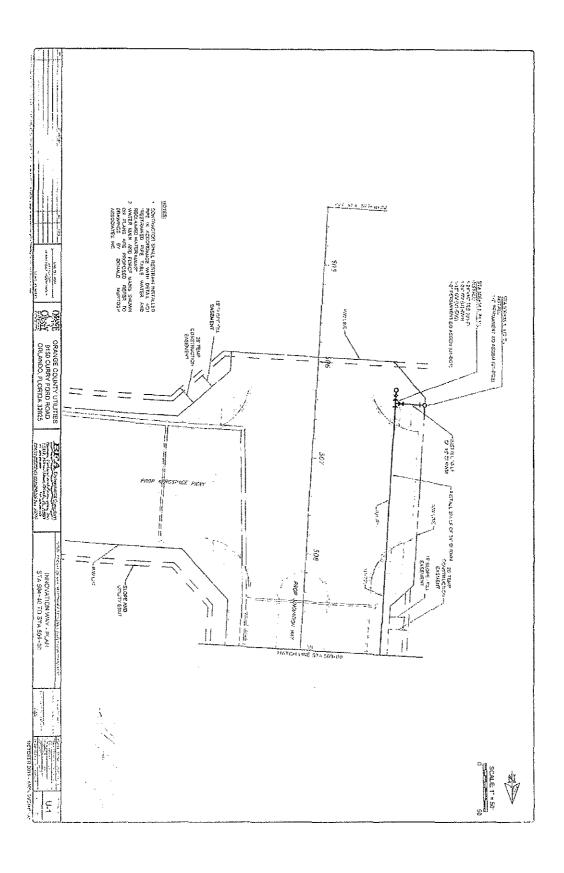
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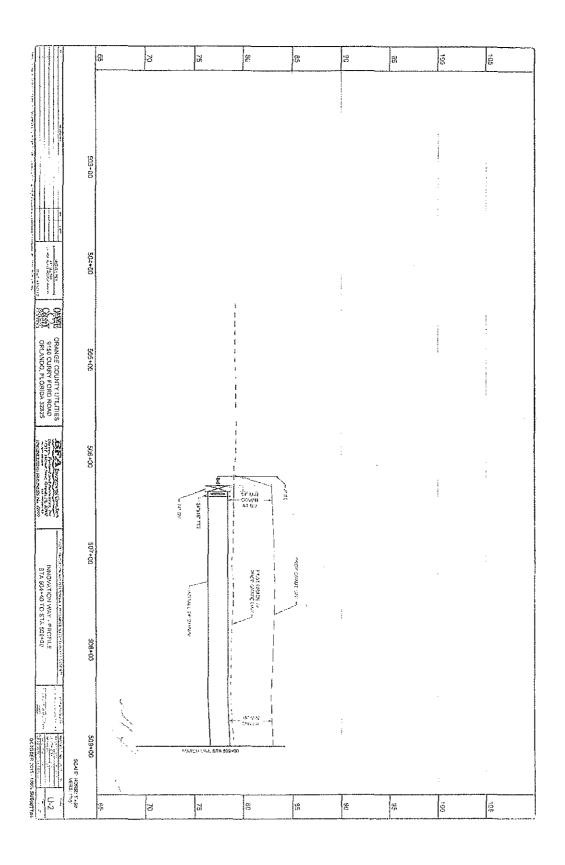
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Page 15 of 37



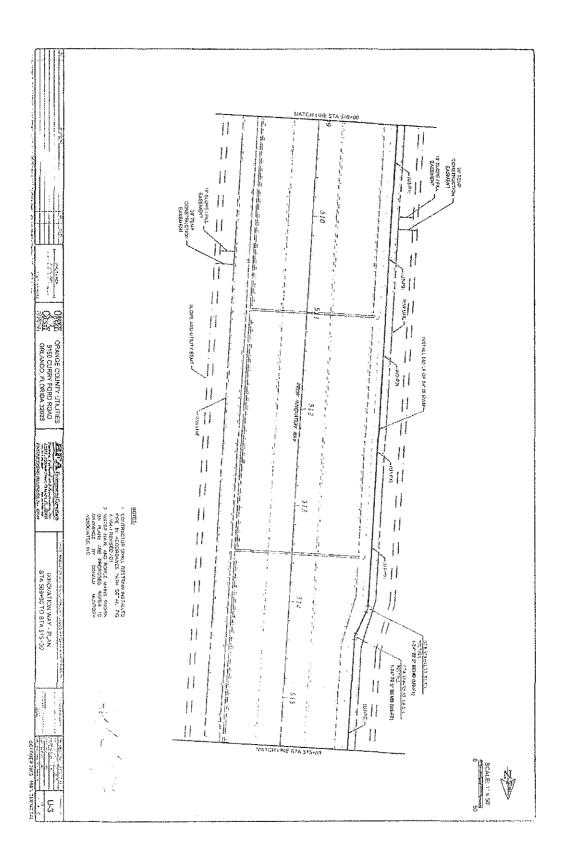
Utility Adjustment Agreement

Page 16 of 37



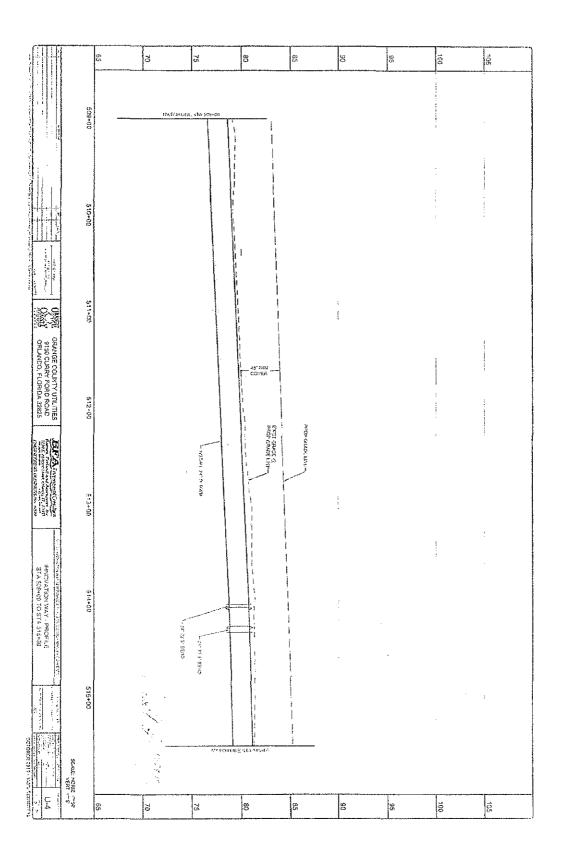
Utility Adjustment Agreement

Page 17 of 37



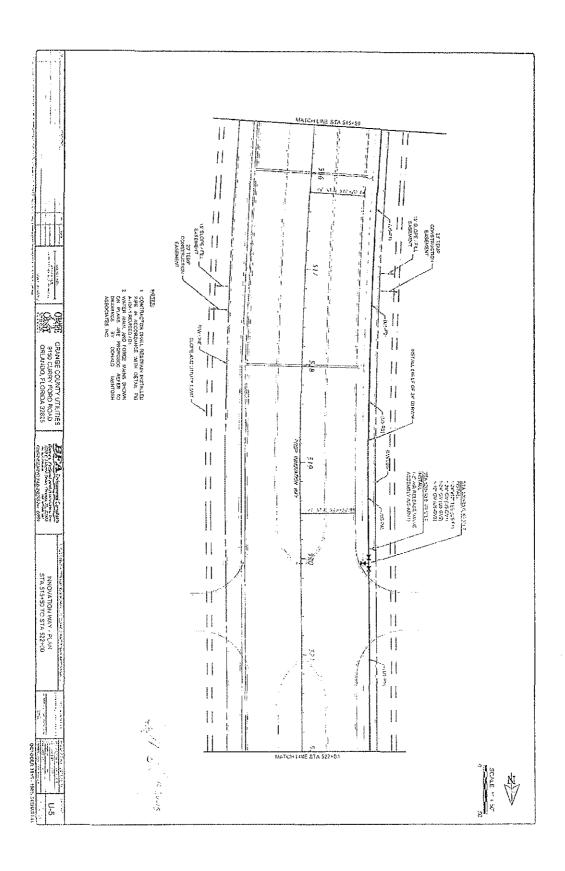
Utility Adjustment Agreement

Page 18 of 37



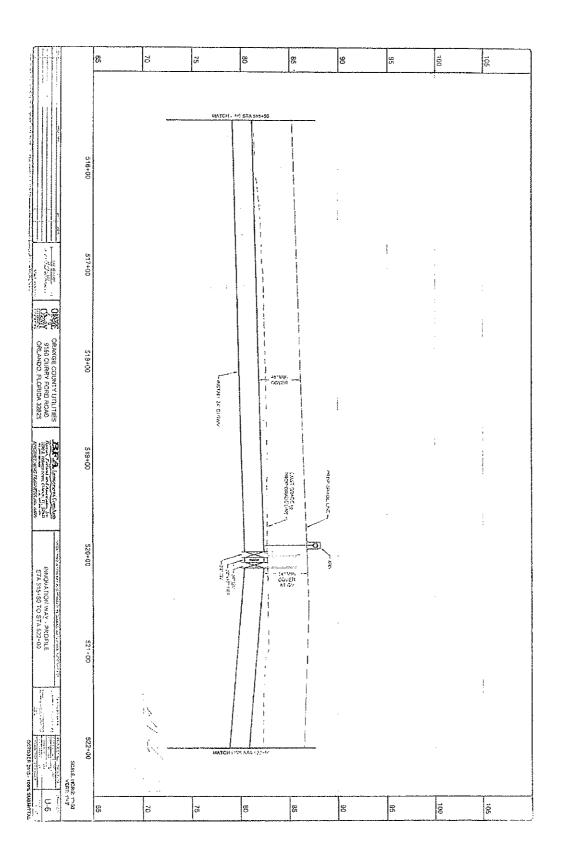
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Page 19 of 37



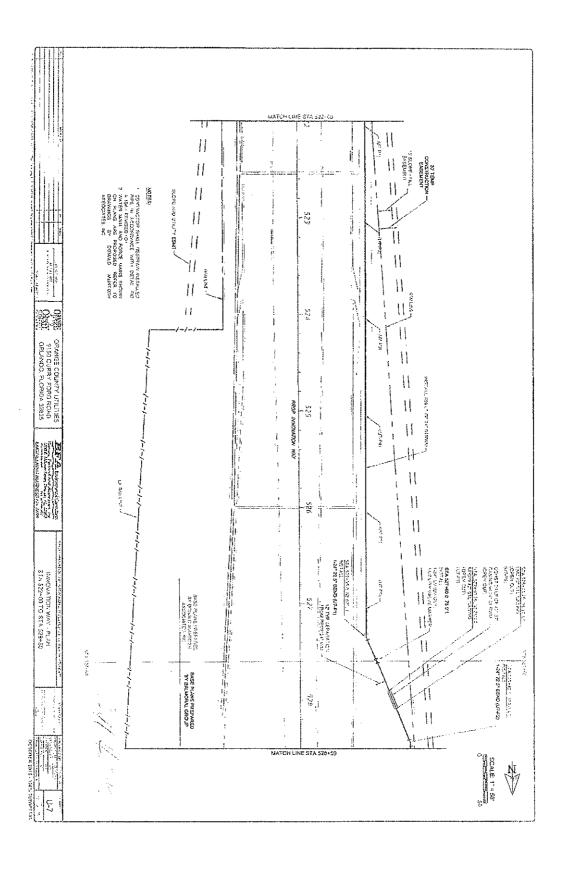
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Page 20 of 37



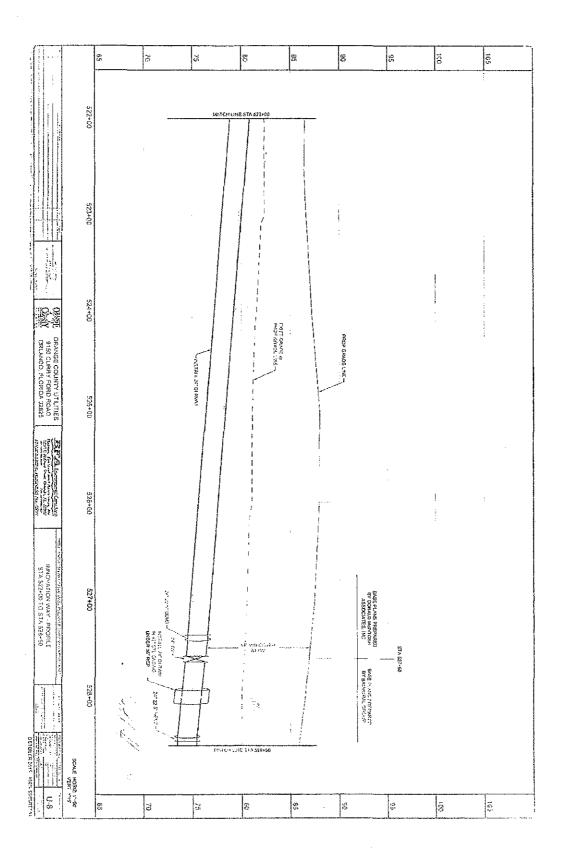
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Page 21 of 37



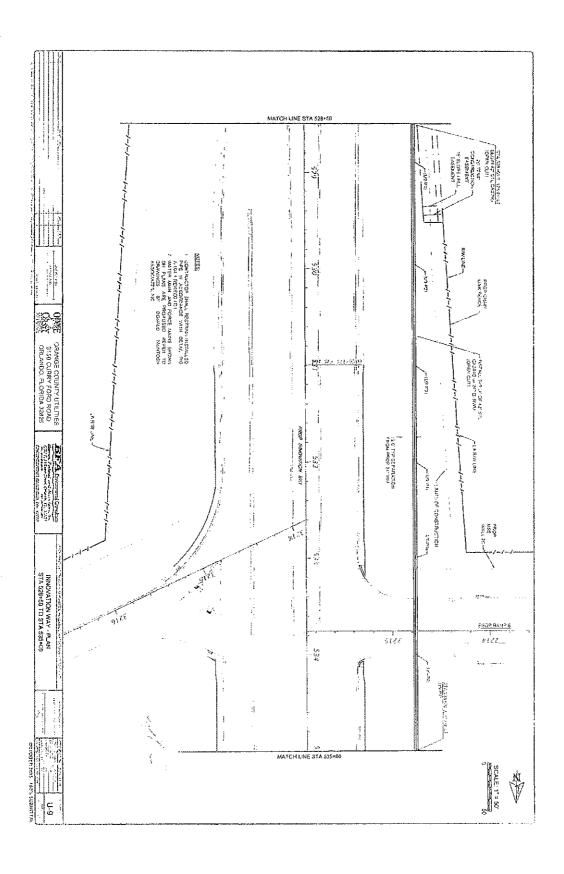
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Page 22 of 37



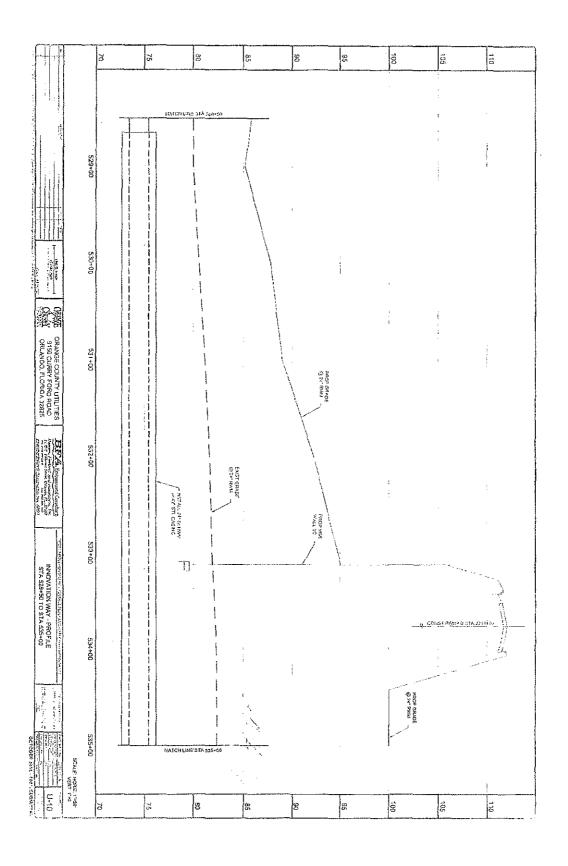
Utility Adjustment Agreement

Page 23 of 37



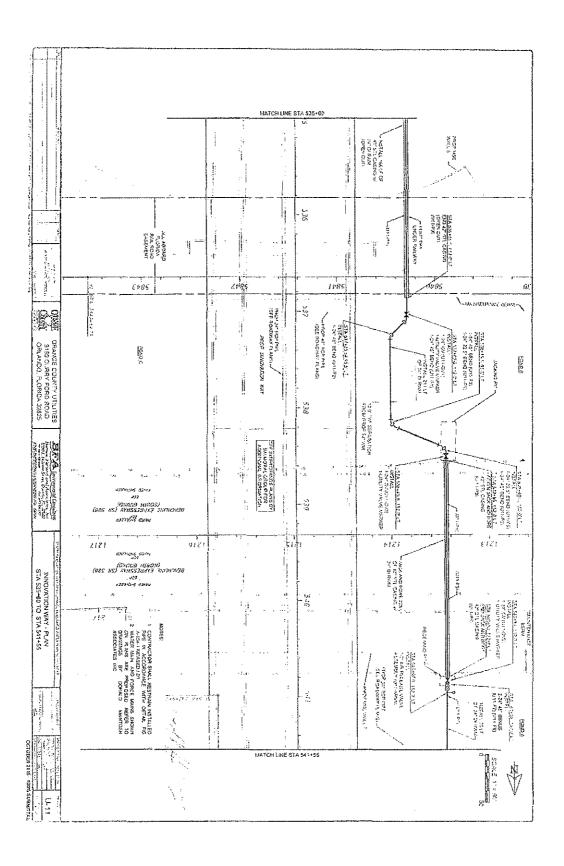
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Page 24 of 37



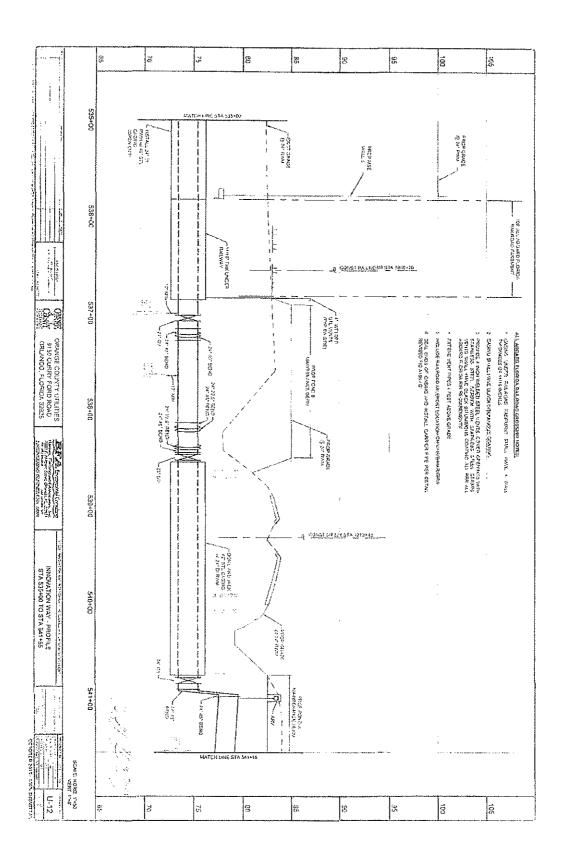
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Page 25 of 37



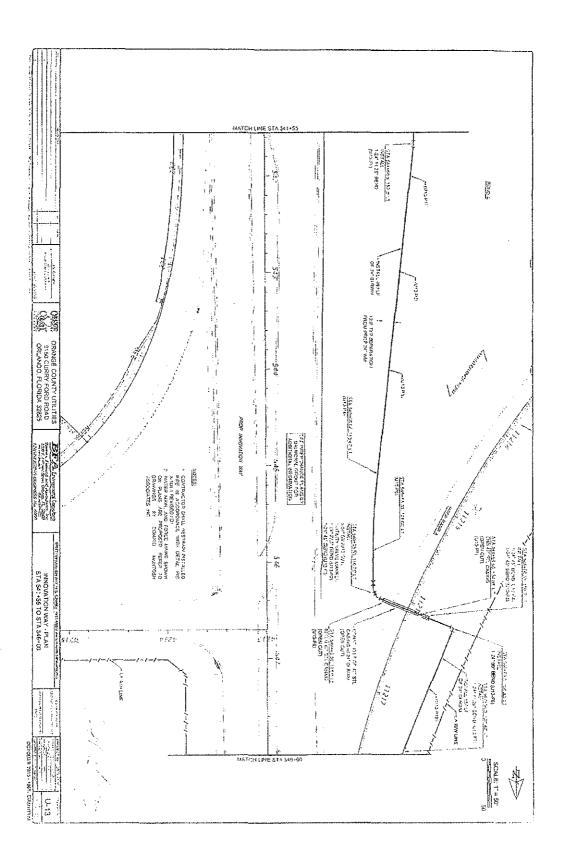
Utility Adjustment Agreement

Page 26 of 37



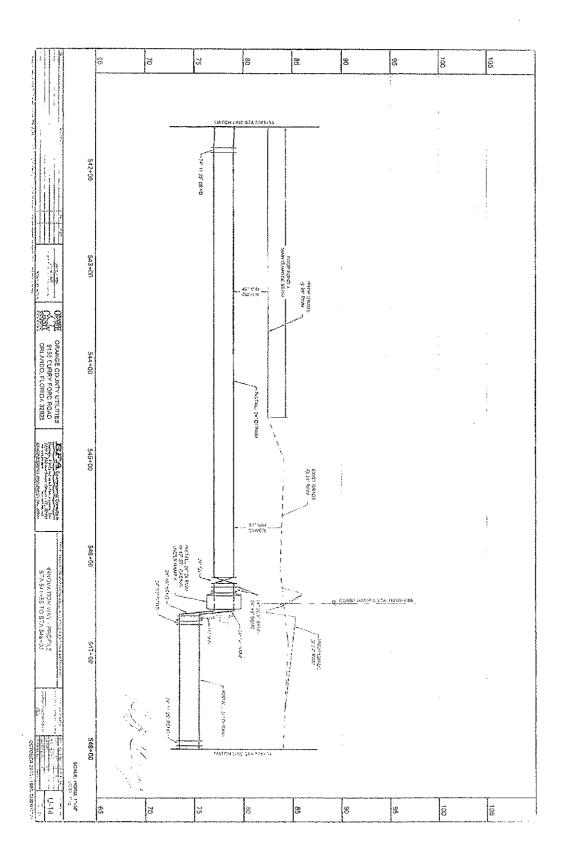
Utility Adjustment Agreement

Page 27 of 37



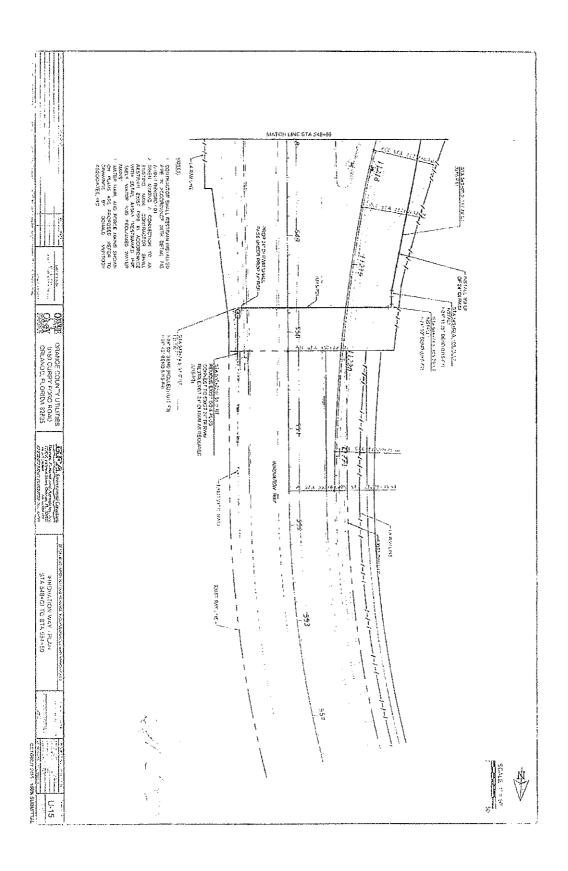
Utility Adjustment Agreement

Page 28 of 37



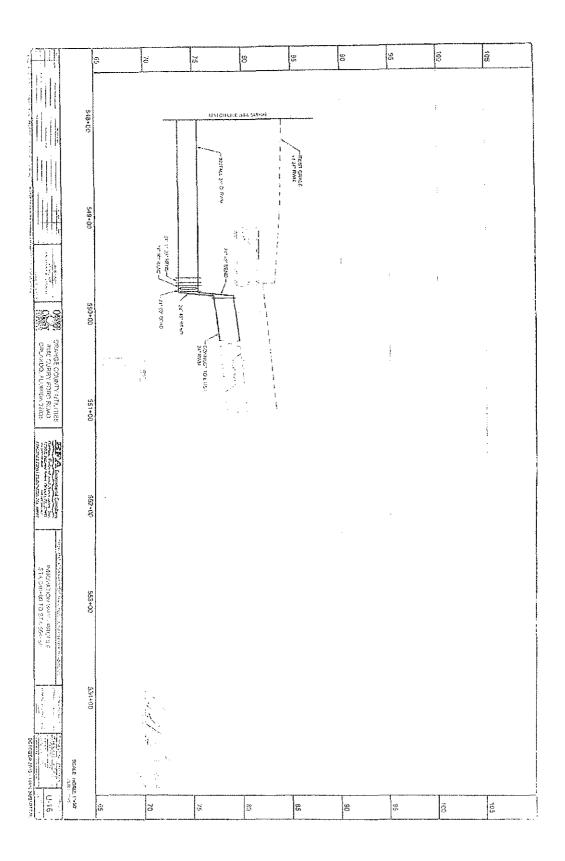
Utility Adjustment Agreement

Page 29 of 37



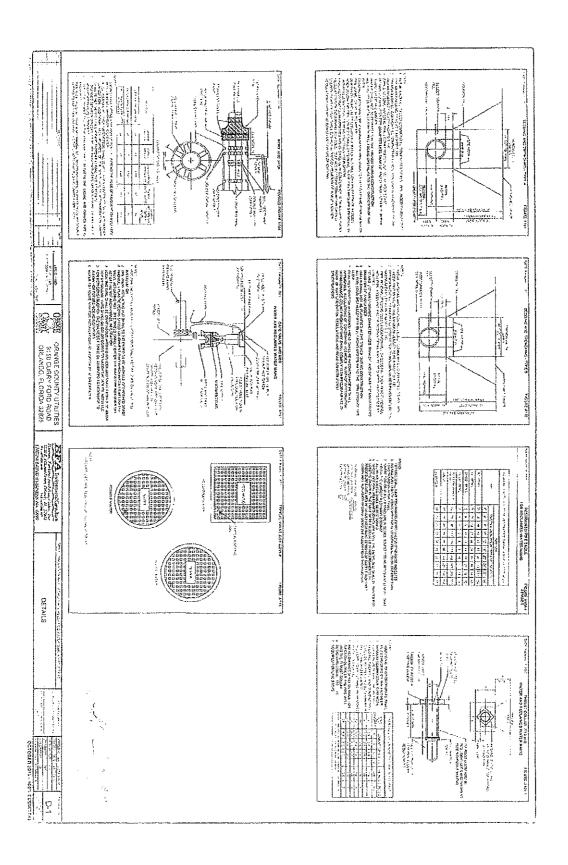
Utility Adjustment Agreement

Page 30 of 37



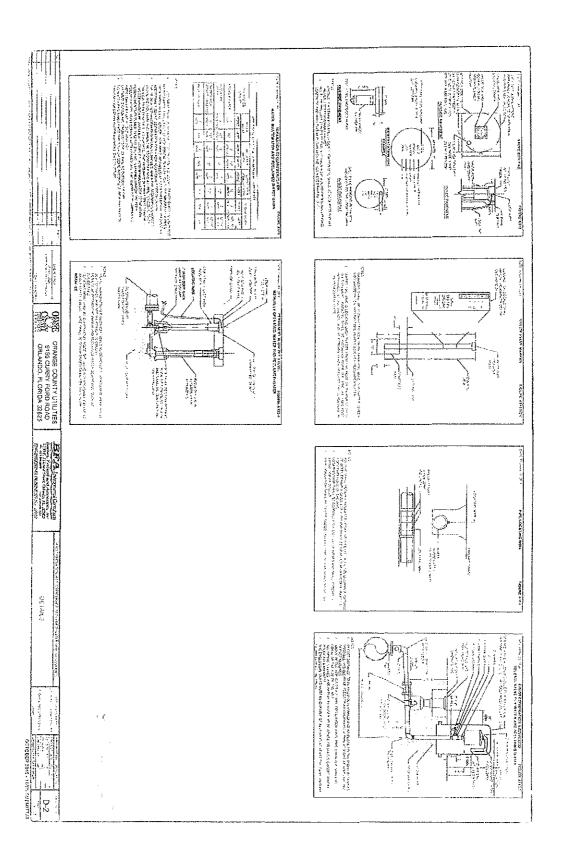
Utility Adjustment Agreement

Page 31 of 37



Utility Adjustment Agreement

Page 32 of 37

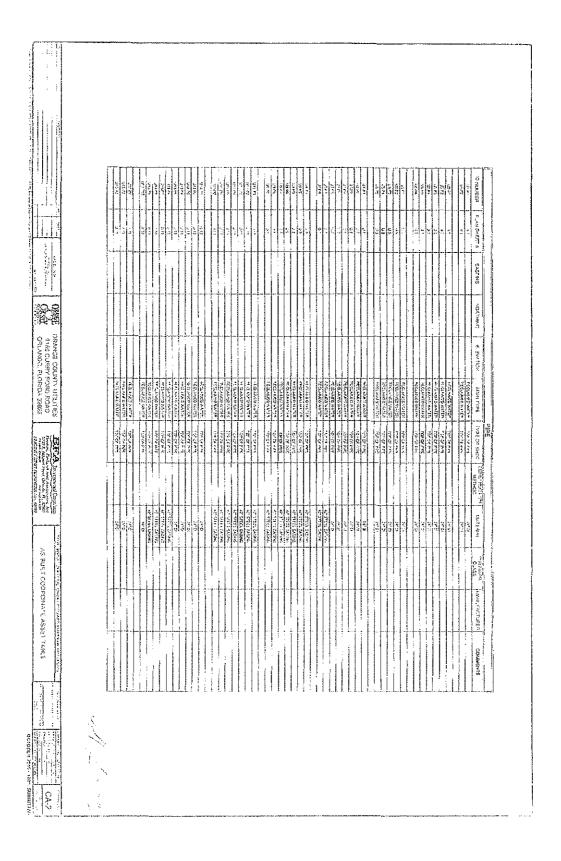


Utility Adjustment Agreement

Page 33 of 37

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ASBUILT COORDINATE ASSET TABLE	COUNTY SERVICES	10 No. 10
RDINATE ASSE		(A 16 A17)
TABLE		195 ACTUATOR NET
		TT.A.C. ACTUATOR MARY COMMENTS
(TOTAL TOTAL)		MFR COMMENTS
CA-1		

Utility Adjustment Agreement



Utility Adjustment Agreement

Page 35 of 37

# EXHIBIT "B" UTILITY COST ESTIMATE

Utility Adjustment Agreement

#### ORANGE COUNTY UTILITIES

#### SR 528/ INNOVATION WAY INTERCHANGE RECLAIMED WATER MAIN IMPROVEMENTS

#### FINAL BID SUBMITTAL ENGINEER'S ESTIMATE

#### 3/24/16

ITEM NUMBER OC 109-71-2 FIELD						
OC 109-71-7 FIELD	CFX PAY ITEM DESCRIPTION	ACUTAL DESCRIPTION	UNIT	QTY	UNIT COST	ESTIMATED TOTAL
**	LD OFFICE	OCU INSPECTOR'S TRAILER	DA	570	\$90	\$51,300
OC 1050-11-424 UT1L	LITY PIPE (F&I) (DI/CI) (WATER/SEWER) (8-19 9°°)	16" DI RECLAIMED WATER MAIN	ĹF	30	\$160	\$4,800
OC 1050-11-425 UTIL	(L(TY PIPE (F&I) (DI/CI) (WATER/SEWER) (20-49.9"")	24" DI RECLAIMED WATER MAIN	LF	3,586	\$175	\$627,550
OC 1058-11-515 A UTIL	LITY PIPE (F&I BY OPEN TRENCH) (STEEL) (CASING/CONDUIT) (20-49.9")	DPEN CUT 42" CASING W/24" RECLAIMED WATER MAIN	LF	896	S575	\$515,200
OC 1050-11-515 B UTIL	ILITY PIPE (F&I BY JACK & BORE) (STEEL) (CASING/CONDUIT) (20-49 9")	JACK & BORE 42" CASING W/24" RECLAIMED WATER MAIN	LF	225	\$900	5202,500
OC 1055-11-415 UTIL	LITY FITTINGS (F&I) (DI/CI) (ELBOW) (20-49,9")	24" 11.25 DEGREE BEND	EA	3	\$2,400	\$7,200
	•	24° 22.5 DEGREE BEND	EA	7	\$2,600	\$18,200
		24" 45 DEGREE BEND	EA.	10	\$2,800	\$28,800
		24" 90 DEGREE BEND	ĒA	3	\$3,060	\$9,000
OC 1055-11-425 UTIL	ILITY FITTINGS (F&)) (DUCI) (TSE) (20-49.5")	24° X 12° TEE	EA	1	53,400	53,400
		24" X 16" TEF.	EA	1	\$3,600	\$3,600
OC 1080-11-25 UTIL	ILITY FIXTURES (F&I) (2-4.9") (BLOWOFF ASSEMBLY)	PERMANENT 2" BLOW OFF VALVE ASSEMBLY	EA	2	\$2,500	\$5,000
OC 1080-11-26 UTIL	ILITY FIXTURES (F&I) (2-4 9") (VAC'AIR ASSEMBLY)	2" AIR RELEASE VALVE ASSEMBLY	ΞA	2	\$8,000	\$16,090
OC 1080-11-44 UTR	RITY FIXTURES (F&I) (8-19.9°) (VALVE ASSEMBLY)	16" GATE VALVE	EA.	2	\$10,000	\$20,000
OC 1080-11-54 UTII	TILITY FIXTURES (F&!) (20-49.9") (VALVE ASSEMBLY)	24" GATE VALVE	EA	8	\$15,000	\$120,000
	incer indicates that this cost estimate was prepared under the direct supervision of the signed registered sence of this seal does not ocrafy, warrant or quarantee the estimated construction costs will be the		···		SUBTOTAL	\$1,631,750
	ved. The Engineer's opinion of probable cost is made on the basis of the Engineer's experience and the Engineer's bost judgement at the time this estimate was prepared	MOB/ DEMOB, GENER	al Requir	EMENTS (5	% of subtotal	\$81,588
	***************************************			IN.	DEMNIFICATION	i \$100
	O MILREY/J OFFI	RECORD DOCUM	516,318			
			\$244,763			
1 64	STATE OF SOME OF THE STATE OF T			ENGIN	EER'S ESTIMATI	\$1,974,518

# II. INFORMATIONAL ITEMS COUNTY COMPTROLLER



#### OFFICE OF THE COMPTROLLER

ORANGE COUNTY FLORIDA

MARTHA O. HAYNIE, CPA County Comptroller 201 South Rosalind Avenue Post Office Box 38 Orlando, FL 32802 Telephone: 407-836-5690 Fax: 407-836-5599 www.occompt.com

COUNTY COMMISSION AGENDA Tuesday, May 10, 2016

COUNTY COMPTROLLER

#### <u>Informational only – No Board action required</u>

Receipt of the following items to file for the record:

- Notice of Application for Transfer Utility Assets and Water Certificate given on April 5, 2016, by Oak Springs MHC, LLC.
- Minutes of the January 25, 2016, East Park Community Development District.
- c. Florida Public Service Commission Final Order Acknowledging Corporate Reorganization and Approving Name Change. In re: Joint application for acknowledgement of corporate reorganization and request for approval of name changes on water and/or wastewater certificates of Cypress Lakes Utilities, Inc. in Polk County; Utilities, Inc. of Eagle Ridge in Lee County; Utilities, Inc. of Florida in Marion, Orange, Pasco, Pinellas, and Seminole Counties; Labrador Utilities, Inc. in Pasco County; Lake Placid Utilities, Inc. in Highlands County; Lake Utility Services, Inc. in Lake County; Utilities, Inc. of Longwood in Seminole County; Mid County Services, Inc. in Pinellas County; Utilities, Inc. of Pennbrooke in Lake County; Utilities, Inc. of Sandalhaven in Charlotte County; Sanlando Utilities Corporation in Seminole County; and Tierra Verde Utilities, Inc. in Pinellas County, to Utilities, Inc. of Florida.
- d. Orange County Water Utilities System, Orange County, Florida Annual Financial Report for the years ended September 30, 2015 and 2014.
- e. Audit Report No. 456 Audit of the Air Pollution Control Trust Fund

Items filed for the record can be accessed at <a href="www.occompt.com">www.occompt.com</a>. Then navigate to Clerk of the BCC.



April 29, 2016

To:

Mayor Teresa Jacobs

-AND-

Board of County Commissioners

From:

Ajit Lalchandani, County Administrator

Subject:

May 10, 2016 - Work Session Agenda

Tourist Development Tax Issues and Update

As you know, there have been a number of Tourist Development Tax (TDT) related discussions in various forums during the past few months. These include discussions by the Charter Review Commission related to a TDT application and evaluation process, a TDT spending proposal by the Central Florida Hotel and Lodging Association, and TDT expenditures for the Convention Center's ongoing capital improvement program and proposed campus master plan.

On May 10, 2016, county staff will provide the Board with an update on these issues, as well as the current financial status of the TDT. This item is being scheduled for informational purposes only. No Board action is being requested.

cc:

Jeff Newton, County Attorney

Eric Gassman, Deputy County Administrator

Kathie Canning, Executive Director, Convention Center



#### Interoffice Memorandum

April 21, 2016

TO:

Mayor Teresa Jacobs

-AND-

**County Commissioners** 

FROM:

Christopher R. Testerman, AICP ///

Assistant County Administrator

SUBJECT:

Work Session - May 10, 2016

Community Development District – The Grove Resort

The County has received a request to establish a Community Development District (CDD) for The Grove Resort which is located on County Road 545 (Avalon Road) in the southwest Growth Center. The project was approved as a Development of Regional Impact (The Grande Palisades DRI) in 2008 with 4,159 timeshare units and 60,000 square feet of retail uses.

CDDs are independent special districts created pursuant to chapter 190 Florida Statutes and subject to policies in our comprehensive plan. These districts provide developers a mechanism to fund certain infrastructure and services and pass those costs on to property owners through special assessments and taxes. CDDs have the ability to issue tax-exempt bonds. Establishment of this proposed CDD is by ordinance. Historically the BCC has also required an Interlocal agreement with newly created CDDs to include certain parameters such as the level of debt the CDD may issue. Chapter 190 also requires extraordinary advertising for the four weeks prior to the public hearing.

At the Work Session staff will provide an overview of the project's land use approvals; the legal and procedural requirements for approving a CDD; and financial implications and potential issues associated with the request. The applicant will provide a more detailed description of this proposed project and use of the CDD.

ACTION REQUESTED: No action required. This Work Session is for

Informational Purposes Only. District 1

Cc: Lila McHenry, Senior Assistant County Attorney Fred Winterkamp, Manager, Fiscal and Business

#### III. WORK SESSION AGENDA COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT



#### Interoffice Memorandum

AGENDA ITEM

April 18, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Directon

Community, Environmental and Development

Services Department

CONTACT PERSON: Renzo Nastasi, AICP, Manager

**Transportation Planning Division** 

(407) 836-8072

SUBJECT:

May 10, 2016 - Work Session Item

UCF Alafaya Trail Pedestrian Safety Study

The Orange County Community, Environmental and Development Services Department and the Public Works Department have partnered with the Florida Department of Transportation and the University of Central Florida to conduct the UCF Alafaya Trail Pedestrian Safety Study. This study is an INVEST Program project intended to evaluate challenges and opportunities to improve bicycle/pedestrian safety within the study corridor. The recommended projects will proceed into design and construction and be funded through the INVEST Program.

During the May 10, 2016 work session, staff will provide an overview of the study results.

This presentation is for informational purposes only.

JW/RN/AW:am



April 25, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Ajit M. Lalchandani, County Administrator

SUBJECT:

Appointments to the 2016 Value Adjustment Board

**DISCUSSION AGENDA ITEM MAY 10, 2016** 

The Value Adjustment Board (VAB) is composed of two members of the governing body of the county as elected from the membership of the board, one of whom shall be elected chairperson; one citizen member appointed by the governing body of the county who must own homestead property within the county; one member of the school board as elected from the membership of the school board; and one citizen member who owns a business occupying commercial space within the school board district and is elected by the school board. A list indicating how many times each of the Commissioners, Mayor, and citizen members have served on the VAB is attached for your review.

On April 21, 2015, Commissioner Boyd and Commissioner Clarke were appointed to the 2015 VAB and Commissioner Nelson and Commissioner Siplin were appointed as alternates. David W. Robinson was appointed as the citizen member, and Robert W. Caldwell was appointed as the alternate citizen member.

At the May 10, 2016 meeting the Board is being asked to appoint two Board members and one citizen member to the 2016 VAB and designate two Board members and one citizen member as alternates. Mr. Robinson and Mr. Caldwell have both indicated their willingness to serve, again.

Please call me if you have any questions.

ACTION REQUESTED

Appointment of two Board members and one citizen member to the 2016 Value Adjustment Board and the designation of two alternate Board members and one alternate citizen member.

AML/cig

Attachment

cc: Jeffrey J. Newton, County Attorney

Katie Smith, Manager, Comptroller Clerk's Office

AJIT M. LALCHANDANI, County Administrator

201 South Rosalind Avenue • Reply To: Post Office Box 1393 • Orlando, Florida 32803-1393

Telephone 407-836-7366 • FAX 407-836-7399

Afit.Lalchandani@ocfl.net

#### VALUE ADJUSTMENT BOARD APPOINTMENTS

<u>Commissioner Boyd</u> 2009, 2010, 2011, 2012, 2013, 2014, 2015

Commissioner Clarke

2013 (alt), 2014, 2015

**Commissioner Edwards** 

1997, 1999, 2000, 2012 (alt), 2013 (alt)

2014 (alt)

**Mayor Jacobs** 

Citizen (David W. Robinson)

2009 (alt), 2010 (alt), 2011 (alt), 2012,

2013, 2014, 2015

Commissioner Nelson

2015 (alt)

**Commissioner Thompson** 

2011 (alt), 2012 (alt), 2014 (alt)

Commissioner Siplin

2015 (alt)

Alternate Citizen (Robert W. Caldwell)

2012, 2013, 2014, 2015



#### OFFICE OF THE COMPTROLLER

ORANGE COUNTY FLORIDA

MARTHA O. HAYNIE, CPA County Comptroller 201 South Rosalind Avenue Post Office Box 38 Orlando, FL 32802 Telephone: 407-836-5690 Fax: 407-836-5599 www.occompt.com

DATE:

April 21, 2016

TO:

Mayor Teresa Jacobs

**Board of County Commissioners** 

m.a.msrand

FROM:

Margaret A. McGarrity, Chief Deputy Comptroller

SUBJECT:

Selection of Audit Services, Request for Proposals Y16-184

#### **RECOMMENDATION:**

Selection of one firm and two ranked alternates to provide Audit Services under Request for Proposals, from the following firms, listed in Audit Committee ranking order. Further recommend the Board authorize negotiation and execution of the final contract by the Procurement Division within budget for a contract term of one year with five 1-year renewals.

#I ranked - Cherry Bekaert, LLP #2 ranked - Moore Stephens Lovelace, PA #3 ranked - Carr, Riggs & Ingram, LLC

#### **PURPOSE**:

The annual financial audit of the County and all constitutional officers by an independent certified public accountant is a requirement of State law and Rules of the State Auditor General. In addition, bond covenants of the various County bonds and grant provisions require an annual financial audit. The rating agencies also expect an annual financial audit to maintain their ratings of County debt.

#### **DISCUSSION:**

This item was reviewed and approved by the Audit Committee on April 18, 2016. The Audit Committee was established by County Administrative Regulation 6.14 in accordance with requirements of Florida Statute 218.391. That statute dictates specific requirements for proposals and selection, including consideration of factors such as ability of personnel, experience, ability to furnish the required services and other factors. If fees are included as a

Page 2 of 2 RFP Y16-184 Audit Services

factor, which they were, then compensation cannot be the sole or a predominant factor for selection.

The audit firm will render opinions on the annual financial statements of the County, Constitutional Officers, and related component units in accordance with government auditing standards. The requirements of the Federal and State Single Audit Acts will also be satisfied. The Orange County Library District was included in the County RFP process and it will execute a separate contract for its audit services. Per Florida Statute 218.391, the Commission "shall select the highest ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm" or "select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm."

The fixed first year fees proposed, including fees to the Library District, were Cherry Bekaert \$389,000; Moore Stephens Lovelace \$364,500; and Carr, Riggs & Ingram \$391,000. The contract will have a Consumer Price Index adjustment for each of the five years subsequent to the first year.

RFP#: Y16-184, Audit Services		L OF .	QUA: FII			INICAL ROACH	M/\	WBE		EE POSAL	Welfare Transition	SUV Subcontracto r	SDV Prime	TOTAL
WEIGHT	20		25		20		10		25		5	10	5	
	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	RAW SCORE	RAW SCORE	
Cherry, Beckaert L.L.P.	5.0	100	5.0	125	5	100	4	40		117.13	0	0	0	482.13
Moore Stephens Lovelace, P.A.	4.0	80	4.0	100	4	80	4	40		125	0	0	0	425.00
Carr, Riggs & Ingram, LLC	4.0	80	4.0	100	4	80	4	40		116.53	0	0	0	416.53
KPMG LLP	4.0	80	4.0	100	4	80	3	30		103.55	0	0	0	393.55

Margaret G. Mrs Davits 4/18/2016
Recommendation for award to Cherry Beckaert, LLP.



#### Interoffice Memorandum

April 11, 2016

To:

Linda Carson, Senior Purchasing Agent

Procurement Division

FROM:

Kesi Warren, Senior Contract Administrator

**Business Development Division** 

SUBJ:

RFP #Y16-184-LC, Audit Services

Below are the respondents to the subject RFP with their firm's certified sub-consultants and MWBE participation score on a 1-5 rating:

1.	Moore Stephens Lovelace, P.A.	4 Points	
AFAM	L.F. Harris & Associates, CPA, P.A.	20%	
WF	Elerick & Elerick, P.A.	10%	
	Total MWBE Participation:	30%	
	EEO Staff	65%	
Bonus			
Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

2,	KPM G, LLP		3 Points
AFAM	L.F. Harris & Associates, CPA, P.A.	20%	
	Total MWBE Participation:	20%	
	EEO Staff	82%	
Bonus			
Points			
*	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

<sup>\*</sup>The Schedule of Sub-Contracting –SDV Participation and the Welfare Transition And/or Dislocated Worker forms were not submitted with the proposal.

cc: Contract File

theena Yerguson

3.	Carr, Riggs & Ingram		4 Points
AFAF	Covington & Associates CPAS, Inc.	15%	
AFAM	George Stiell, CPA, LLC	9%	
	Total MWBE Participation:	24%	
	EEO Staff	64%	
Bonus			
Points			
*	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

<sup>\*</sup>The Schedule of Sub-Contracting —SDV Participation and the Welfare Transition And/or Dislocated Worker forms were not submitted with the proposal.

4.	Cherry Bekaert, LLP		4 Points
AFAM	L.F. Harris & Associates, CPA, P.A.	16%	
WF	Elerick & Elerick, P.A.	8	
	Total MWBE Participation:	24%	
	EEO Staff	45%	
Bonus			
Points			
*	Service-Disabled Veterans (SDV)		
*	Welfare Recipients:		

<sup>\*</sup>The Schedule of Sub-Contracting –SDV Participation and the Welfare Transition
And/or Dislocated Worker forms were not submitted with the proposal.



April 21, 2016

TO:

Mayor Teresa Jacobs

-AND

Board of County Commissioners

FROM:

James E. Harrison, Esq., P.E. Assistant County Administrator

Assistant County Administr Office of Regional Mobility

PHONE: /

407-8/36-5610

SUBJEOT

May 10, 2016— Discussion Item

MetroPlan Orlando Board Meeting Briefing

The next scheduled meeting of the MetroPlan Orlando Board is May 11, 2016. 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/lab

IV. DISCUSSION AGENDA COUNTY MAYOR



#### Agenda

May 10, 2016 Open Discussion Board of County Commissioners Chambers 201 S. Rosalind Ave., Orlando, FL 32801

Commissioner Clarke, District 3 would like to discuss Fee Waiver.



To:

Mayor Teresa Jacobs

From:

Commissioner Pete Clarke, District 3

Date:

May 3, 2016

Subject:

Fee Waiver Consideration

I would like to discuss a request, on behalf of one of my constituents, Mr. Douglas Thomas, the waiver of a variance fee during the May 10, 2016 Board of County Commissioners meeting. Mr. Thomas was issued a permit by our Zoning department, to construct a 720 square foot garage/carport detached structure. Based on this approval, Mr. Thomas paid for and has obtained the slab and materials/trusses. Mr. Thomas' property was vandalized and as a result had to request a copy of the plans he submitted to Orange County. Due to his request Orange County Zoning informed Mr. Thomas that a permit had been issued in error.

Currently, Mr. Thomas has been issued a stop work order. Furthermore, Mr. Thomas was provided the following options:

- 1. Amend the project for it to otherwise comport with the 500sf code requirement. This would essentially force them to remove the carport portion of the structure.
- 2. To make application to BZA requesting a variance to the County Code for accessory structures. The BZA fee for the Variance = \$638.00.

Mr. Thomas is willing to go through the variance process but does not think it is fitting to pay the \$638.00 fee. I believe given the circumstances, this would be the appropriate course of action.

Thank you for your consideration of this request.

Cc:

**Board of County Commissioners** 

Ajit Lalchandani, County Administrator

Chris Testerman, Assistant County Administrator

Jon Weiss, Director, Community, Environmental, and Developmental Services



Orange County Community; Environmental

Development Selevices Departurace Planmase Division



Comprehensiva Planning

Development Review

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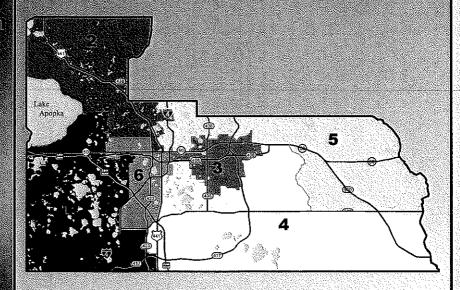
üncente Sülaceman



Charles Charles Contract :

Orange County, Florida

Planning and Zoning Commission/Local Planning Agency



# Recommendations

**APRIL 21, 2016** 

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

13 July 1868

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

James Dunn

District #1

Marvin Barrett

District #2

Tina Demostene

District #3

Pat DiVecchio

District #4

Rick V. Baldocchi

District #5

JaJa J. Wade

District #6

Vice - Chairman

Paul Wean

At Large

Yog Melwani

At Large

Jose Cantero

At Large

Chairman

## **TABLE OF CONTENTS**

## Planning and Zoning Commission April 21, 2016

<u>Table of Contents</u>	viii
Table of Hearings	ix
Site and Building Requirements	x
Buffer Yard Requirements	xiv
CONVENTIONAL REZONING PUBLIC HEARINGS	
RZ-16-02-007 District 3	1
RZ-16-04-010 District 5	11
RZ-16-04-011 District 3	22
RZ-16-04-012 District 2	32
RZ-16-04-013	43

## **TABLE OF HEARINGS**

### Planning and Zoning Commission April 21, 2016

Case # <u>Applicant</u>	<u>Request</u>	Commission <u>District</u>	Recomm <u>Staff</u>	endations <u>PZC</u>	BCC Hearing Required
I. CONVENTIONA	L REZONING PU	BLIC HEARIN	GS		
RZ-15-10-038 Jamie T. Poulos (Butler Bay Cluster Plan)	R-CE-C to R-CE-C	1	••••••	Continued to July 21, 2016	No
RZ-16-02-007 Christopher Wrenn	R-1AA <b>to</b> R-1	3	Denial	Approval with three (3) restrictions	No
RZ-16-04-010 Lisa Bridges	R-1A <b>to</b> C-1	5	Approval with three (3) restrictions	Approval with three (3) restrictions	No
RZ-16-04-011 Robert Meeks	A-2 <b>to</b> I-1 / I-5	3	Approval with two (2) restrictions	Approval with two (2) restrictions	No
RZ-16-11-012 Donald D. Guldi	R-1 & C-1 <b>to</b> C-2	2	Approval with three (3) restrictions	Approval with three (3) restrictions	No
RZ-16-04-013 Daniel Kennerly	C-2 <b>to</b> C-2	3	Approval with five (5) restrictions	Approval with six (6) restrictions	No

## SITE and BUILDING REQUIREMENTS

#### Orange County Code Section 38-1501. Basic Requirements

District	Min. lot area (sg. 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	<b>35</b>	50	10	35	in i
A-2	21,780 (½ acre)	850	100	35	50	10	35	*
A-R	108,900 (2% acres)	1,000	270	<b>35</b>	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‡	<b>3</b> 5	*
	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**, ***	*
	Faur 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	7.5	7.5	7.5	N/A	*
R-T-1			8 ft. x 35 ft.					e e e e
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 1/29/73)	21,780 ⅓ acre	100	SFR 600 Min. mobile home size 8 ft. x 35 ft.	35	50	10	N/A	*

PZC Staff Report Book

District	Min. lot area	Min. living area	Min. lot width (ft.)	*Min. front yard	*Min. rear yard	Min. side yard	Max. building	Lake setback (ft.)
	(sq. ft.) †††	(sq. ft.)		(ft.)	(ft.)	(ft.)	height (ft.)	servack ()t.)
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 ††	*
	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	*
NC	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	*
	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	*
P-O	10,000	500	85	25	30	10 for one- and two-story bldgs., plus 2 for each add. story	35**	*
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	*

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-2	8,000	500	100 on major streets (see Art. XV); 80 for all other streets ##	25, except on major streets a provided in Art. XV	-	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. s	ide yard (feet)	Max. building height (f	eet)		
I-1A	35	25	25		50, or 35 within 100 ft. 100, when 500 ft. or m		•	
I-1 / I-5	35	25	25		50, or 35 within 100 ft. 100, when 500 ft. or m			
1-2 / 1-3	25	10	15		50, or 35 within 100 ft. 100, when 500 ft. or m			· · · ·
1-4	35	10	25		50, or 35 within 100 ft. 100, when 500 ft. or m			

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:
  - (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.
  - 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, 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.

ΧÜ

† 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-16-02-007

Commission District: #3

## **GENERAL INFORMATION**

**APPLICANT** 

Christopher Wrenn, AICP, D.R. Horton, Inc.

**OWNER** 

Primera Construction Corp.

**HEARING TYPE** 

Planning and Zoning Commission

**REQUEST** 

R-1AA (Single-Family Dwelling District) to

R-1 (Single-Family Dwelling District)

LOCATION

1302 S. Econlockhatchee Trail; or generally located on the west side of S. Econlockhatchee Trail, approximately 650

feet north of Oriente Street

**PARCEL ID NUMBERS** 

31-22-31-0000-00-108 and 31-22-31-0000-00-036

**PUBLIC NOTIFICATION** 

The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Five hundred and four (504) notices were mailed to those property owners in the mailing area.

A community meeting was also held for this application on February 3, 2016 at Deerwood Elementary School (refer to

meeting summary on page 2).

**TRACT SIZE** 

7.73 gross acres

PROPOSED USE

Up to twenty-eight (28) lots with one (1) conventional single-

family detached dwelling unit per lot.

## STAFF RECOMMENDATION

#### **PLANNING**

Make a finding of inconsistency with the Comprehensive Plan and recommend DENIAL of the requested R-1 (Single-Family Dwelling District) zoning.

#### **IMPACT ANALYSIS**

#### Land Use Compatibility

The R-1 (Single-Family Dwelling District) zoning would allow for development that is inconsistent with the character of surrounding neighborhoods, which primarily consist of R-1AA and R-1A zoned properties. Although the applicant has offered to restrict lots located along the northern property line to a minimum width of eight-five (85) feet

(consistent with adjacent development), the minimum 50-foot lot width allowed within the remaining areas of the proposed R-1 zoning district is unprecedented along the S. Econlockhatchee Trail corridor. For this reason, staff has found the request to be incompatible with the surrounding area.

# Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Low Density Residential (LDR). The R-1 (Single-Family Dwelling District) zoning is consistent with the LDR FLUM designation, but is inconsistent with the following applicable CP provisions:

**FLU1.4.2** states Orange County shall ensure that land use changes are compatible with and serve existing neighborhoods.

**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.

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

**FLU8.2.1** states that land use changes shall be required to be compatible with 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.

#### **Community Meeting Summary**

A community meeting was held on February 3, 2016 at Deerwood Elementary School. Excluding the applicant and various Orange County staff, 47 residents were in attendance. Community residents were strongly opposed to the request to change the zoning and general development of the subject property. Issues raised included the perception of incompatibility; increased traffic; proximity to Deerwood Elementary School; impacts to existing wildlife and trees; stormwater runoff; and possible flooding.

# **SITE DATA**

Existing Use Undeveloped Residential

Adjacent Zoning N: R-1AA (Single-Family Dwelling District) (1979)

E: R-CE (Country Estate District) (1968)

W: R-1AA (Single-Family Dwelling District) (1972)

S: R-1AA (Single-Family Dwelling District) (1979)

Adjacent Land Uses N: Detached Single-Family Residential

E: Undeveloped Residential

W: Retention Pond

S Deerwood Elementary School

## R-1 (SINGLE-FAMILY DWELLING DISTRICT) DEVELOPMENT STANDARDS\*

 Min. Lot Area:
 5,000 sq. ft.

 Min. Lot Width:
 50 ft.

 Max. Height:
 35 ft.

 Min. Floor Area:
 1,000 sq. ft.

**Building Setbacks:** 

 Front:
 20 ft.

 Rear:
 20 ft.

 Side:
 5 ft.

 Side Street:
 15 ft.

#### **Permitted Uses**

Per Section 38-276 of the Orange County Code, the intent and purpose of the R-1 zoning district is provide residential development similar in general character to the R-1AA and R-1A zoning districts, but with smaller minimum lots and yards, and a corresponding increase in population density.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

## SPECIAL INFORMATION

#### **Subject Property Analysis**

The subject 7.73-acre property is generally located on the west side of S. Econlockhatchee Trail, approximately 650 feet north of Oriente Street and is currently undeveloped. Through this request, the applicant is seeking to rezone the two parcels from R-1AA (Single-Family Dwelling District) to R-1 (Single-Family Dwelling District) with the intent to develop twenty-eight (28) lots with one (1) conventional single-family detached dwelling unit per lot. To ensure compatibility with an adjacent single-family subdivision, the applicant has offered to restrict lots along the northern site perimeter to minimum width of eighty-five (85) feet. However, the request would otherwise permit a minimum lot width of 50 feet, and reduce the current R-1AA minimum lot area from 10,000 square feet to 5,000 square feet.

The surrounding area is residential in nature, and is primarily developed with suburban

<sup>\*</sup> 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.

subdivisions, with Deerwood Elementary School located immediately south of the subject property. Located further east of the S. Econlockhatchee Trail corridor and across State Road 417, the area exhibits larger agriculturally zoned residential properties.

#### Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested R-! zoning is consistent with the underlying Low Density Residential (LDR) Future Land Use Map (FLUM) designation.

#### State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

#### Rural Settlement

The subject property is not located within a Rural Settlement.

## Joint Planning Area (JPA)

The subject property is not located within a JPA.

## **Overlay District Ordinance**

The subject property is not located within an Overlay District.

#### **Airport Noise Zone**

The subject property is located within Airport Noise Zone "E". The proposed use is subject to minor land use restrictions, as stated in Orange County Code Article XV – "Airport Noise Impact Areas".

#### Environmental

Wetlands are located on this property. Prior to any Orange County permits or development approval, the Environmental Protection Division (EPD) will require a completed Conservation Area Determination (CAD), and if encroachments are proposed, a Conservation Area Impact (CAI) Permit, consistent with Chapter 15, Article X Wetland Conservation Areas. Approval of this request does not authorize any direct or indirect impacts to conservation areas or protective buffers.

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

Prior to commencement of any earth work or construction, if one acre or more of land

will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection (FDEP) by the developer.

#### Transportation / Access

Based on the 9th Edition of the Institute Trip Generation manual, 28 single family dwelling units will generate approximately 33 trips during the PM peak period. Trips from the proposed development will impact segments of Dean Road and Lake Underhill Road, which are currently operating below adopted Levels of Service. This information is dated and is subject to change.

A traffic study will be required prior to obtaining an approved Capacity Encumbrance L:etter (CEL) and building permit.

#### **Code Enforcement**

Water:

There are no active Code Enforcement violations on the subject property.

#### Water / Wastewater / Reclaim

Existing service or provider

Orange County Utilities A 36-inch and 16-inch main are

located in the S. Econlockhatchee Trail right-of-way adjacent to this

property.

Wastewater: Orange County Utilities A 20-inch main is located in the S.

Econlockhatchee trail right-of-way

adjacent to this property.

Reclaim Water: Orange County Utilities There are no reclaimed water

mains in the vicinity of the site.

#### **Schools**

Orange County Public Schools (OCPS) has indicated there is school capacity for the proposed development (School Capacity Determination Application OC-16-002).

#### Parks and Recreation

Orange County Parks and Recreation did not provide any objections to the rezoning request.

## 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 – (April 21, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested R-1 (Single-Family Dwelling District) zoning, subject to the following restrictions:

- 1) A minimum lot width of 85 feet shall be provided along the north property line;
- 2) A minimum lot area of 5,250 square feet shall be provided along the south property line; and
- 3) Preservation of key tree clusters shall be considered during subdivision plan review.

## PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of inconsistency with the Comprehensive Plan and recommend denial of the requested R-1 (Single-Family Dwelling District) zoning.

Staff indicated that five-hundred four (504) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with twenty-four (24) responses in opposition to the request received. The applicant was present and disagreed with the staff recommendation, stating that their willingness to restrict lots located along the northern property line to a minimum width of eight-five (85) feet (consistent with adjacent development), would ensure compatibility. There were seven (7) members of the surrounding community present to express opposition to the request.

Following PZC discussion regarding compatibility of the proposed zoning district, Commissioner Demostene made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the R-1 (Single-Family Dwelling District) zoning, subject to three (3) restrictions. Commissioner Dunn seconded the motion, which was then carried on a five (5) to four (4) vote.

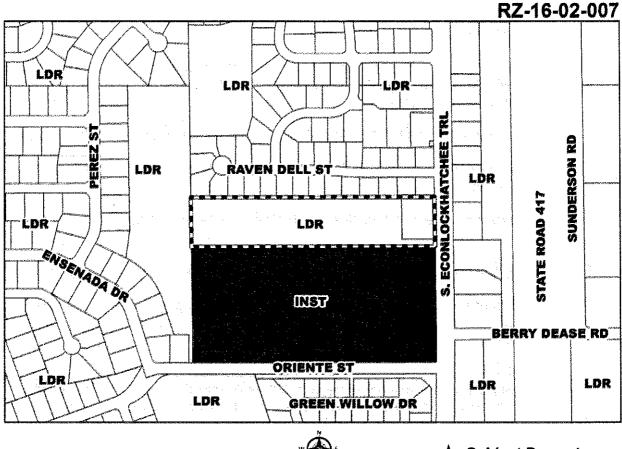
Motion / Second Tina Demostene / James Dunn

Voting in Favor Tina Demostene, James Dunn, Yog Melwani, Jose

Cantero, and Rick Baldocchi

**Voting in Opposition** Paul Wean, Marvin Barrett, JaJa Wade, and Pat DiVechhio

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# Subject Property



# ★ Subject Property

# **Future Land Use Map**

FLUM: Low Density Residential (LDR)

APPLICANT: Christopher Wrenn, DR Horton, Inc.

LOCATION: 1302 S. Econlockhatchee Trail; or

generally located on the west side of S. Econlockhatchee Trail, approximately 650

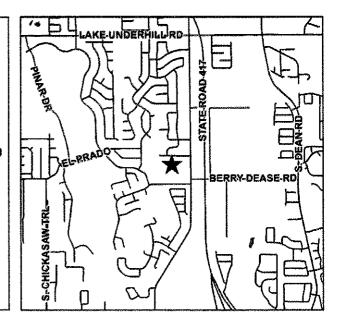
feet north of Oriente Street

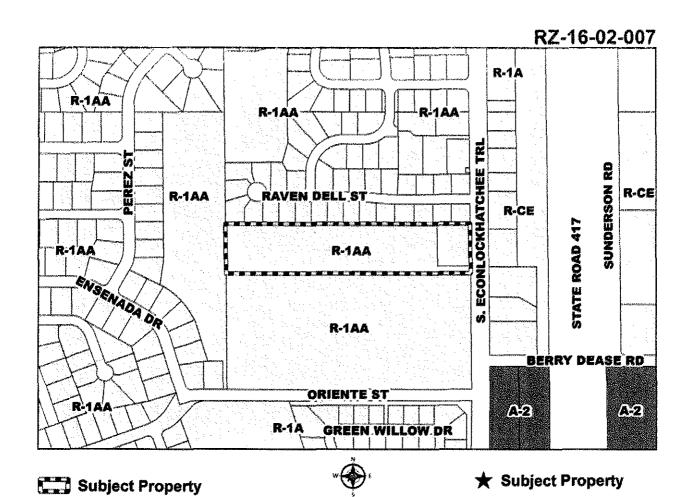
TRACT SIZE: 7.73 gross acres

DISTRICT: #3

S/T/R: 31/22/31

1 inch = 417 feet





# **Zoning Map**

ZONING: R-1AA (Single-Family Dwelling District) to

R-1 (Single-Family Dwelling District)

APPLICANT: Christopher Wrenn, DR Horton, Inc.

LOCATION: 1302 S. Econlockhatchee Trail; or

generally located on the west side of S. Econlockhatchee Trail, approximately 650

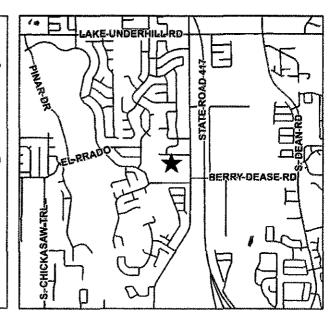
feet north of Oriente Street

TRACT SIZE: 7.73 gross acres

DISTRICT: #3

S/T/R: 31/22/31

1 inch = 417 feet





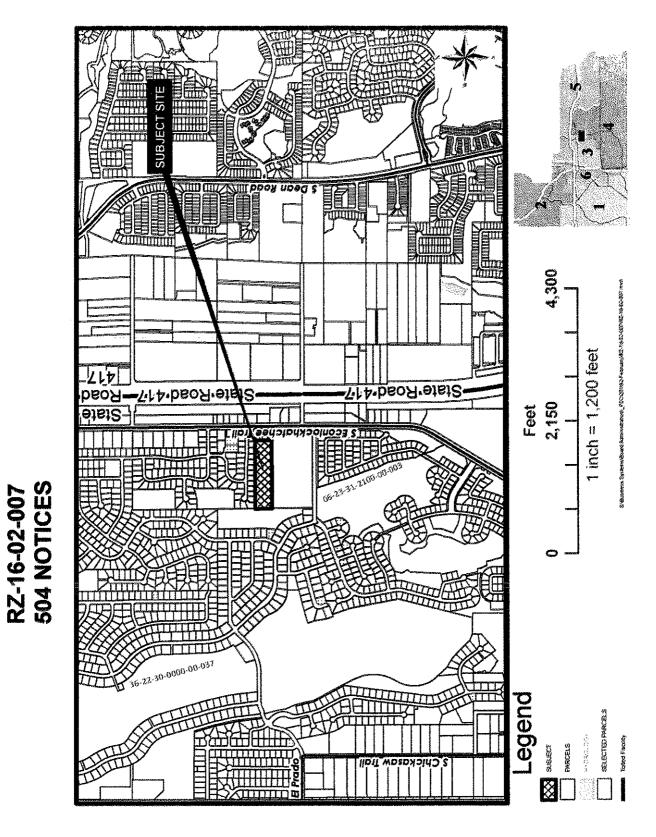






1 inch = 417 feet

# **Notification Map**



PZC Staff Report Book

10

# **CASE # RZ-16-04-010**

Commission District: #5

## **GENERAL INFORMATION**

**APPLICANT** 

Lisa Bridges

**OWNER** 

Leroy Brugonone

**HEARING TYPE** 

Planning and Zoning Commission

REQUEST

R-1A (Single-Family Dwelling District) to

C-1 (Retail Commercial District)

**LOCATION** 

1928 Proctor Avenue; or generally located at the southwest intersection of Proctor Avenue and Elm Street,

approximately 400 feet west of N. Dean Road.

PARCEL ID NUMBERS

18-22-31-8744-03-120

**PUBLIC NOTIFICATION** 

The notification area for this public hearing extended beyond 900 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One hundred twenty-seven (127) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.

TRACT SIZE

0.63-gross acre

**PROPOSED USE** 

Commercial / Professional Office

## STAFF RECOMMENDATION

#### **PLANNING**

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-1 (Retail Commercial District) zoning, subject to the following restrictions:

- 1) New billboards and pole signs shall be prohibited;
- 2) A Type "C" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially zoned parcels; and
- 3) The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-1 uses.

#### **IMPACT ANALYSIS**

#### Land Use Compatibility

The C-1 (Retail Commercial District) zoning would allow for development that is compatible with the development and character of the surrounding area, and would not adversely impact adjacent properties.

#### Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Commercial (C). The C-1 (Retail Commercial District) zoning is consistent with the Commercial FLUM designation and the following applicable CP provisions:

- **FLU1.4.1** states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.
- **FLU1.4.2** states that Orange County shall ensure that land uses changes are compatible with and serve existing neighborhoods.
- **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.
- **OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.
- **FLU8.2.1** states that land use changes shall be required to be compatible with 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 of 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 Dwelling

Adjacent Zoning N: PD (Planned Development District) (2006)

(Union Park Condominiums PD)

E: C-1 (Retail Commercial District) (2006)

W: R-1A (Single-Family Dwelling District) (1968)

S: R-1A (Single-Family Dwelling District) (1968)

Adjacent Land Uses N: Undeveloped Residential

E: Child Care Center

W: Religious Institution

S: Single-Family Residential

## C-1 (Retail Commercial District) Development Standards\*

Min. Lot Area: 6,000 sq. ft.

Min. Lot Width: 80 ft. (on major streets, see Article XV)

60 ft. (on all other streets)

Max. Height: 50 ft. (35 ft. within 100 ft. of all residential districts)

Min. Floor Area: 500 sq. ft.

**Building Setbacks:** 

Front: 25 ft. Rear: 20 ft.

Side: 0 ft. (15 ft. when abutting residential districts)

Side Street: 15 t.

#### **Permitted Uses**

The intent and purpose of this C-1 retail commercial district are as follows: this district is composed of lands and structures used primarily for the furnishing of selected commodities and services at retail. This district is encouraged:

- At intersections of collectors and/or arterials;
- (2) Where it will not direct commercial traffic through residential districts;
- (3) Where adequate public facilities and services are available, as defined in the comprehensive policy plan;

<sup>\*</sup>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.

- (4) Where compatible with adjacent areas or where buffers can be provided to ensure compatibility; and
- (5) To a limited extent in rural settlements throughout the county to meet the needs of an identified community, or in growth centers as defined in the comprehensive policy plan.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

## SPECIAL INFORMATION

#### **Subject Property Analysis**

The subject 0.63-acre property is generally located at the southwest intersection of Proctor Avenue and Elm Street, approximately 400 feet west of N. Dean Road, and is currently developed with a single-family dwelling unit. Through this request, the applicant is seeking to rezone the subject parcel from R-1A (Single-Family Dwelling District) to C-1 (Retail Commercial District) with the intent to convert the existing structure into a commercial / office building.

The surrounding area is characterized as having mixture of commercial and residential uses. More specifically, there are commercial uses along Elm Street between Westfall Drive and N. Dean Road, and a mixture of both single-family residential and commercial uses along Proctor Avenue between Elm Street and N. Dean Road.

#### Comprehensive Plan (CP) Amendment

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

#### State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

#### Rural Settlement

The subject property is not located within a Rural Settlement.

## Joint Planning Area (JPA)

The subject property is not located within a JPA.

#### **Overlay District Ordinance**

The subject property is not located within an Overlay District.

#### **Airport Noise Zone**

The subject property is not located within an Airport Noise Zone

#### Environmental

Prior to demolition or construction activities associated with existing structures, provide Orange County EPD with a Notice of Asbestos Renovation or Demolition form.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Also refer to Orange County Code Chapter 37, Article XVII for details on Individual On-Site Sewage Disposal as well as the FDOH.

This site discharges into the Little Econlockhatchee River, a water body which has been designated as impaired by the Florida Department of Environmental Protection (FDEP). Discharged stormwater runoff shall not degrade receiving surface water bodies below the minimum conditions established by state water quality standards (F.A.C. 17-302 and 17-40.420), per Orange County Code Section 30-520(5)(e). All development is required to treat runoff for pollution abatement purposes. Discharge that flows directly into wetlands or surface waters without pretreatment is prohibited.

#### **Transportation / Access**

The proposed request would result in a trip generation of 141 PM peak hour trips. Based on the Concurrency Management System database dated March 14, 2016, there are currently no failing roadways within a one mile radius of this project and capacity is available to be encumbered. However, this information is dated and subject to change. The applicant will be required to obtain an approved Capacity Encumbrance Letter (CEL) prior to obtaining a building permit.

#### **Code Enforcement**

There are no active Code Enforcement violations on the subject property.

#### Water / Wastewater / Reclaim

Water:	Existing service or provider Orange County Utilities	An 8-inch main is located in the Elm Street right of way adjacent to this site.
Wastewater:	Orange County Utilities	A 4-inch force main is located in the Elm Street right of way adjacent to this site.

Reclaim Water: Orange County Utilities There are no reclaimed water

mains in the vicinity of the site.

PZC Staff Report Book

15

#### Schools

Orange County Public Schools (OCPS) did not comment on this case as it does not involve an increase in residential units or density.

#### Parks and Recreation

Orange County Parks and Recreation 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 – (April 21, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-1 (Retail Commercial District) zoning, subject to the following restrictions:

- 1) New billboards and pole signs shall be prohibited;
- 2) A Type "C" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially zoned parcels; and
- 3) The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-1 uses.

## PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested C-1 (Retail Commercial District) zoning, subject to three (3) restrictions.

Staff indicated that one hundred twenty-seven (127) notices were mailed to surrounding property owners within a buffer extending beyond 900 feet from the subject property, with one (1) response in favor and four (4) responses in opposition to the request received. The applicant was present and agreed with the staff recommendation, and no members of the public were present to speak.

Following limited discussion, Commissioner Baldocchi made a motion to find the request to be consistent with the Comprehensive Plan and recommend APPROVAL of the C-1 (Retail

Commercial District) zoning, subject to the three (3) restrictions. Commissioner Barrett seconded the motion, which was then carried unanimously.

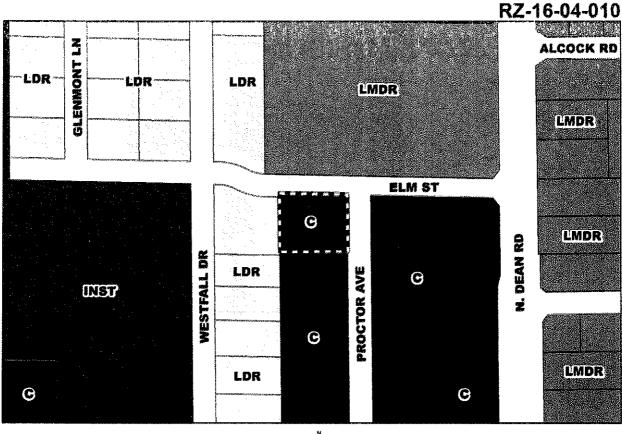
Motion / Second Rick Baldocchi, Marvin Barrett

Voting in Favor Rick Baldocchi, Marvin Barrett, James Dunn, Yog Melwani,

Paul Wean, Jose Cantero, JaJa Wade, Tina Demostene,

Pat DiVecchio

Voting in Opposition None









# **Future Land Use Map**

FLUM: Commercial (C)

**APPLICANT: Lisa Bridges** 

LOCATION: 1928 Proctor Avenue; or generally located at intersection of Proctor Avenue and Elm

Street approximately 400 feet west of N.

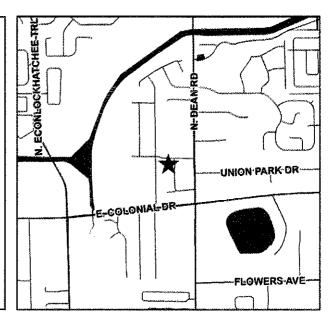
Dean Road

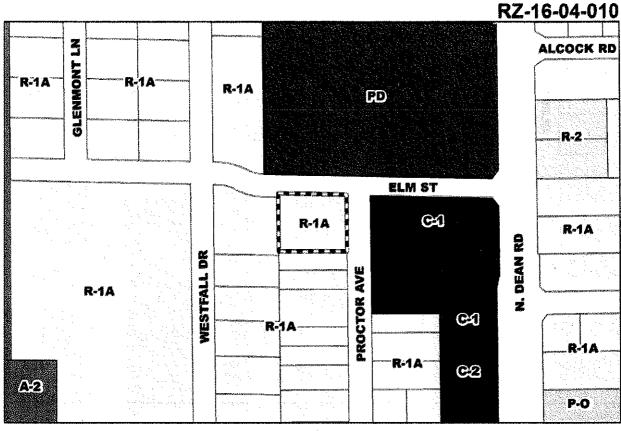
TRACT SIZE: 0.63 gross acre

DISTRICT: #5

S/T/R: 18/22/31

1 inch = 208 feet









★ Subject Property

# **Zoning Map**

ZONING:

R-1A (Single-Family Dwelling District) to

C-1 (Retail Commercial District)

**APPLICANT: Lisa Bridges** 

LOCATION: 1928 Proctor Avenue; or generally located at intersection of Proctor Avenue and Elm

Street approximately 400 feet west of N.

Dean Road

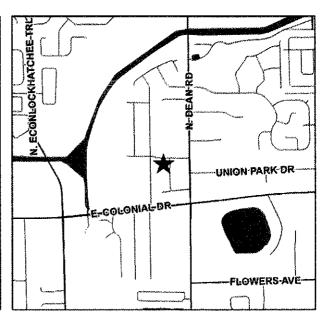
TRACT SIZE: 0.63 gross acre

DISTRICT: #5

S/T/R:

18/22/31

1 inch = 208 feet



PZC Staff Report Book

19

# RZ-16-04-010







1 inch = 188 feet

PZC Staff Report Book

20

Orange County

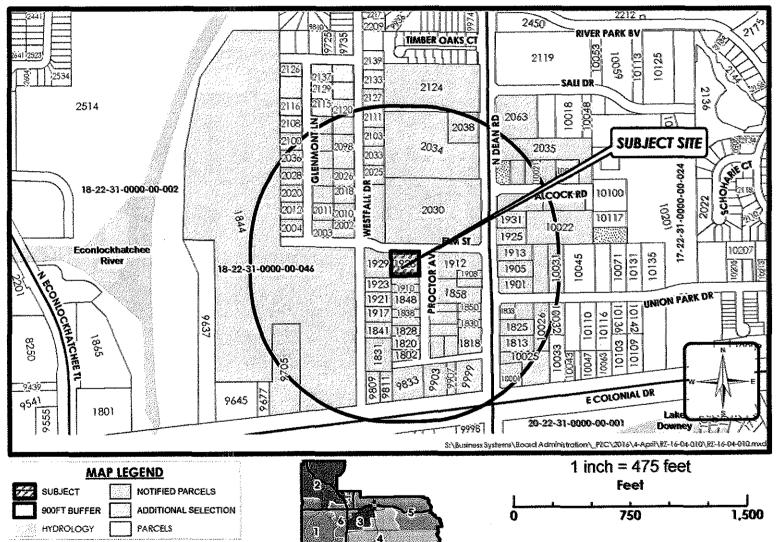
# Public Notification Map

RZ-16-04-010 139 Notices

**Notification Map** 

Orange County Planning Division PZC Hearing Date: April 21, 2016

Rezoning Staff Report



# CASE # RZ-16-04-011

Commission District: #3

## **GENERAL INFORMATION**

APPLICANT Robert Meeks

OWNER Meeks Forestras Four, LLC

**HEARING TYPE** Planning and Zoning Commission

**REQUEST** A-2 (Farmland Rural District) to

I-1 / I-5 (Industrial District)

LOCATION 6754 Narcoossee Road; or generally located on the west side

of Narcoossee Road, approximately 350 feet north of

Brentwood Avenue.

PARCEL ID NUMBER 23-23-30-0000-00-037

PUBLIC NOTIFICATION The notification area for this public hearing extended beyond

900 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Sixty-nine (69) notices were mailed to those property owners in the mailing area. A community

meeting is not required for this application.

TRACT SIZE 0.17-gross acre

PROPOSED USE Outdoor Storage Yard

## STAFF RECOMMENDATION

#### **PLANNING**

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested I-1 / I-5 (Industrial District) zoning, subject to the following restrictions:

- 1) New billboards and pole signs shall be prohibited; and
- 2) The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate I-1 / I-5 uses.

## IMPACT ANALYSIS

#### Land Use Compatibility

The I-1 / I-5 (Industrial District) zoning would allow for development that is compatible with the character of the surrounding area, and would not adversely impact adjacent properties.

#### Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Industrial (I). The I-1 / I-5 (Industrial District) zoning is consistent with the Industrial FLUM designation and the following applicable CP provisions:

- **FLU1.4.1** states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.
- **FLU1.4.16** states the Future Land Use Map shall reflect appropriate locations for industrial use. Proposed industrial changes shall be evaluated relative to the need to maintain adequate industrial sites to serve the projected market demand and corresponding needs for job creation and economic development.
- **FLU1.4.18** states that the Future Land Use Map shall reflect a distribution of industrial areas throughout the Urban Service Area to reduce the journey to work, create more of a jobs/housing balance, avoid large concentrations of industrial traffic, provide adequate and sufficient locations for industrial uses, and provide a variety of locations with different transportation accessibility opportunities.
- **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.
- **OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.
- **FLU8.2.1** states that land use changes shall be required to be compatible with 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 of 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 Dwelling

Adjacent Zoning

N: A-2 (Farmland Rural District) (1957)

E: I-2 / I-3 (Industrial District) (1989)

W: A-2 (Farmland Rural District) (1957)

S: I-1 / I-5 (Industrial District) (1985)

**Adjacent Land Uses** 

N: Undeveloped / Proposed FDOT Stormwater Pond

E: Warehousing / Industrial Flex Space

W: Undeveloped / Proposed FDOT Stormwater Pond

S: Undeveloped Industrial

#### 1-1 / I-5 (INDUSTRIAL DISTRICT) DEVELOPMENT STANDARDS\*

Max. Height: 50 ft. (35 ft. within 100 ft. of all residential districts, 100 ft.

when 500 ft. or more from residential districts)

Max. Floor Area Ratio:

0.50

**Building Setbacks:** 

Front: 35 ft.

Rear: 25 ft. (50 ft. if abutting a residential district) Side: 25 ft. (50 ft. if abutting a residential district)

#### **Permitted Uses**

The I-1 / I-5 (Industrial District) zoning district is composed of lands and structures used primarily for the operation of general industrial uses.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code. Permitted uses include, but are not limited to, warehouses, offices, contractors storage and offices, cement, concrete, and asphalt batch plants; food processing and packaging; woodchipping, mulching, and composting; meat packing plants and animal slaughtering; textile manufacturing; garment manufacturing; manufacturing of furniture and fixtures; manufacturing of medicinal chemicals and botanical products; manufacturing of commercial and industrial machinery; motor vehicle assembly; boat manufacturing; railroad transportation; trucking terminal facilities; aluminum recycling collection drop-off sites; community correction centers; juvenile correction homes; etc.

<sup>\*</sup>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.

## **SPECIAL INFORMATION**

#### **Subject Property Analysis**

The subject 0.17-acre property is generally located on the west side of Narcoossee Road, approximately 350 feet north of Brentwood Avenue, and is currently developed with a single-family dwelling unit. Through this request, the applicant is seeking to rezone the property from A-2 (Farmland Rural District) to I-1 / I-5 (Industrial District) with the intent to develop an outdoor storage yard for boats, cars, trucks, etc. Finally, the applicant / property owner has indicated their intent to aggregate the subject property with an adjacently-owned parcel to the south that is already zoned I-1 / 1-5.

## Comprehensive Plan (CP) Amendment

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

#### State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

#### **Rural Settlement**

The subject property is not located within a Rural Settlement.

#### Joint Planning Area (JPA)

The subject property is not located within a JPA.

#### **Overlay District Ordinance**

The subject property is not located within an Overlay District.

#### Airport Noise Zone

The subject property is located within Airport Noise Zone "D". However, industrial uses are not subject to the aircraft noise / land use regulations described in Orange County Code Section 9-604.

#### **Environmental**

Prior to demolition or construction activities associated with existing structures, provide Orange County EPD with a Notice of Asbestos Renovation or Demolition form.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Also refer to Orange County Code Chapter 37, Article XVII for details on Individual On-Site Sewage Disposal as well as the FDOH.

This site discharges into the Little Econlockhatchee River and Boggy Creek, water bodies which have been designated as impaired by the Florida Department of Environmental Protection (FDEP). Discharged stormwater runoff shall not degrade receiving surface water bodies below the minimum conditions established by state water quality standards (F.A.C. 17-302 and 17-40.420), per Orange County Code Section 30-520(5)(e). All development is required to treat runoff for pollution abatement purposes. Discharge that flows directly into wetlands or surface waters without pretreatment is prohibited.

#### **Transportation / Access**

The proposed request to rezone this property from agricultural use to industrial use will result in approximately 7 PM peak-hour trips. Based on the Concurrency Management System database dated March 14, 2016, there are no failing roadways within a one mile radius and capacity is available to be encumbered for this project. This information is dated and subject to change.

The applicant will be required to obtain an approved Capacity Encumbrance Letter (CEL) prior to obtaining a building permit.

#### **Code Enforcement**

Water:

There are no active Code Enforcement violations on the subject property.

#### Water / Wastewater / Reclaim

Existing service or provider

Orange County Utilities

A 24-inch main is located in the Narcoossee Road right of way

adjacent to this site.

Wastewater: City of Orlando

Reclaim Water: Orange County Utilities The nearest reclaimed water main

is 8 inches in diameter and is located approximately 1,000 feet from this site on Narcoossee Road.

#### **Schools**

Orange County Public Schools (OCPS) did not comment on this case as it does not involve an increase in residential units or density.

#### Parks and Recreation

Orange County Parks and Recreation 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 – (April 17, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested I-1 / I-5 (Industrial District) zoning, subject to the following restrictions:

- 1) New billboards and pole signs shall be prohibited; and
- 2) The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate I-1 / I-5 uses.

# PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested I-1 / I-5 (Industrial District) zoning, subject to two (2) restrictions.

Staff indicated that sixty-nine (69) notices were mailed to surrounding property owners within a buffer extending beyond 900 feet from the subject property, with two (2) responses in favor to the request received. The applicant was present and agreed with the staff recommendation, and no members of the public were present to speak.

Commissioner Demostene made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the I-1 / I-5 (Industrial District) zoning, subject to the two (2) restrictions. Commissioner Melwani seconded the motion, which was then carried 8-0.

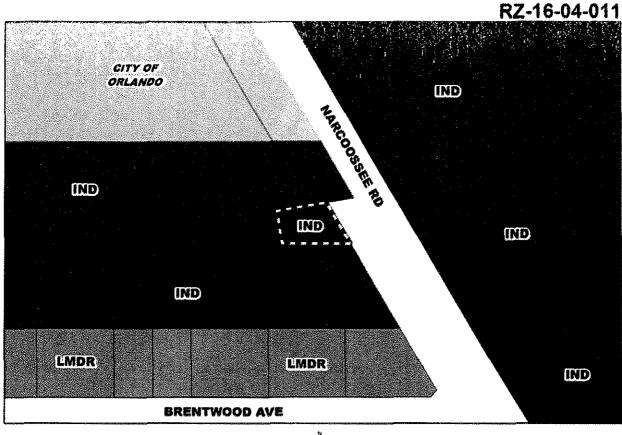
Motion / Second Tina Demostene / Yog Melwani

Voting in Favor Tina Demostene, Yog Melwani, Rick Baldocchi, Marvin

Barrett, James Dunn, Paul Wean, Jose Cantero, and JaJa

Wade

Absent Pat DiVecchio



# Subject Property



# ★ Subject Property

# **Future Land Use Map**

FLUM:

industrial (IND)

**APPLICANT: Robert Meeks** 

LOCATION: 6754 Narcoossee Road; or generally

located on the west side of Narcoossee Road, approximately 350 feet north of

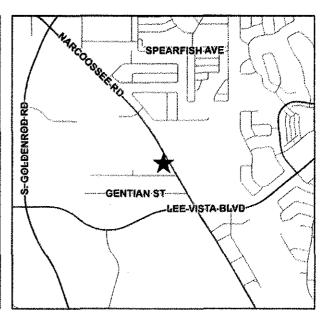
**Brentwood Avenue** 

TRACT SIZE: 0.17 gross acre #3

DISTRICT:

S/T/R: 23/23/30

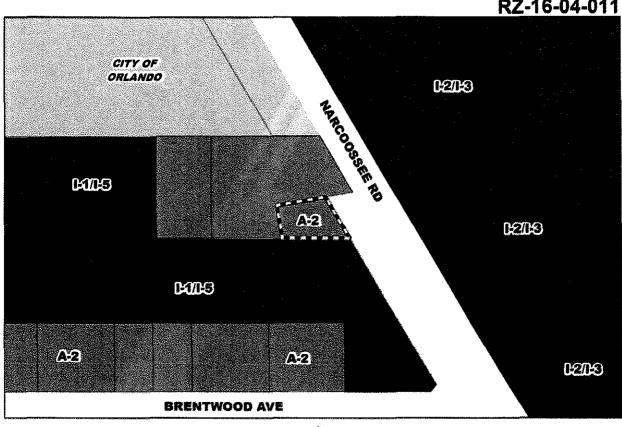
1 inch = 146 feet



PZC Staff Report Book

28





# **Subject Property**



# ★ Subject Property

# **Zoning Map**

ZONING:

A-2 (Farmland Rural District) to I-1/I-5 (Industrial District)

**APPLICANT: Robert Meeks** 

LOCATION: 6754 Narcoossee Road; or generally located on the west side of Narcoossee

Road, approximately 350 feet north of

**Brentwood Avenue** 

TRACT SIZE: 0.17 gross acre

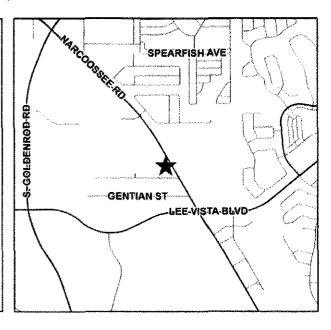
DISTRICT:

#3

S/T/R:

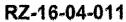
23/23/30

1 inch = 146 feet



PZC Staff Report Book

29









1 inch = 125 feet

PZC Staff Report Book

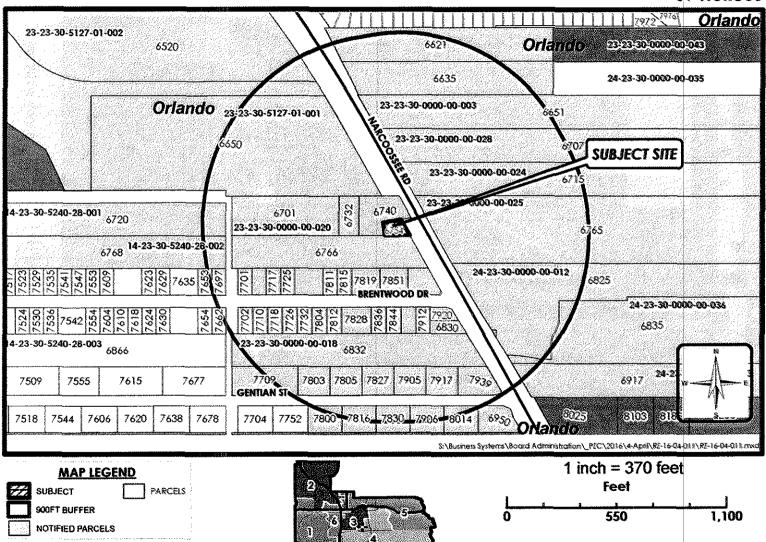
30

# Orange County Planning Division PZC Hearing Date: April 21, 2016 Notification Map

Rezoning Staff Report



RZ-16-04-011 69 Notices



# CASE # RZ-16-04-012

Commission District: #2

## **GENERAL INFORMATION**

**APPLICANT** 

Donald D. Guldi

**OWNER** 

Donald D. Guldi

**HEARING TYPE** 

Planning and Zoning Commission

**REQUEST** 

R-1 (Single-Family Dwelling District) & C-1 (Retail Commercial District) to

C-2 (General Commercial District)

LOCATION

6628 N. Orange Biossom Trail; or generally located on the

southwest side of N. Orange Blossom Trail, east of Pope

Road, and north of Tarpon Drive.

**PARCEL ID NUMBER** 

32-21-29-0000-00-029 (portion thereof)

**PUBLIC NOTIFICATION** 

The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One hundred twenty-nine (129) notices were mailed to those property owners in the mailing area. A

community meeting was not required for this application

TRACT SIZE

0.32 gross acre (portion of a 2.25-acre parcel)

PROPOSED USE

Vehicle Repair (including body shop) and Sales

# STAFF RECOMMENDATION

#### **PLANNING**

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-2 (General Commercial District) zoning, subject to the following restrictions:

- 1) New billboards and pole signs shall be prohibited;
- 2) A Type "B" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially zoned parcels; and
- 3) The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-2 uses.

## **IMPACT ANALYSIS**

#### Land Use Compatibility

The C-2 (General Commercial District) zoning would allow for development that is consistent the N. Orange Blossom Trail corridor, and would not adversely impact adjacent properties or neighborhoods.

#### Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Commercial (C). The C-2 (General Commercial District) zoning is consistent with the Commercial FLUM designation and the following applicable CP provisions:

- **FLU1.4.1** states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.
- **FLU1.4.2** states that Orange County shall ensure that land uses changes are compatible with and serve existing neighborhoods.
- **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.
- **OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.
- **FLU8.2.1** states that land use changes shall be required to be compatible with 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 of 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** 

Vacant Commercial Structure

**Adjacent Zoning** 

N: C-1 (Retail Commercial District) (1957)

E: C-1 (Retail Commercial District) (1957)

W: C-1 (Retail Commercial District) (1957)

R-1 (Single-Family Dwelling District) (1957)

S: C-2 (General Commercial District) (1981)

**Adjacent Land Uses** 

N: Office / Retail

E: Vehicle Repair and Sales

W: Undeveloped Commercial

S: Open Storage, Warehouse

#### C-2 (GENERAL COMMERCIAL DISTRICT) DEVELOPMENT STANDARDS\*

Min. Lot Area:

8,000 sq. ft.

Min. Lot Width:

100 ft. (on major streets, see Article XV)

80 ft. (on all other streets)

Max. Height:

50 ft. (35 ft. within 100 ft. of all residential districts)

Min. Floor Area:

500 sq. ft.

**Building Setbacks:** 

Front:

25 ft.

Rear: Side: 15 ft. (20 ft. when abutting residential) 5 ft. (25 ft. when abutting residential)

#### **Permitted Uses**

The intent and purpose of the C-2 zoning district is to provide for the retailing of commodities and the furnishing of several major services, selected trade shops and automotive repairs. This district is encouraged at locations along minor arterial and major arterial roads where general commercial uses would be compatible with the surrounding neighborhood. This district typically occupies an area larger than that of the retail commercial district, serves a considerably greater population, and offers a wider range of services. Finally, this district is only promoted within the urban service area where uses of this intensity have already been established. Per Orange County Code Section 38-851, the C-2 district should not be located adjacent to single-family residential zoning districts.

<sup>\*</sup> 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.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code.

#### **SPECIAL INFORMATION**

#### **Subject Property Analysis**

The affected 0.32-acre property represents a portion of a 2.25-acre parcel located at 6628 N. Orange Blossom Trail, or generally located on the southwest side of N. Orange Blossom Trail, east of Pope Road, and north of Tarpon Drive. The remaining 1.93-acre portion of the overall parcel, which is currently zoned C-2, was previously developed with a commercial structure, but has been vacant since 1997.

Through this request, the applicant is seeking to rezone the remnant 0.32-acre portion of the parcel from R-1 (Single-Family Dwelling District) and C-1 (Retail Commercial District) to C-2 (General Commercial District) in order to establish an auto sales and vehicle repair (including body shop) business. The subject property was previously issued a business license for an auto sales use operating between 2013 and 2015.

#### Comprehensive Plan (CP) Amendment

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

#### State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

#### **Rural Settlement**

The subject property is not located within a Rural Settlement.

#### Joint Planning Area (JPA)

The subject property is not located within a JPA.

#### **Overlay District Ordinance**

The subject property is not located within an Overlay District.

#### Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

#### **Environmental**

Prior to demolition or construction activities associated with existing structures, provide

Orange County EPD with a Notice of Asbestos Renovation or Demolition form.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Also refer to Orange County Code Chapter 37, Article XVII for details on Individual On-Site Sewage Disposal as well as the FDOH.

This site is located within the geographical limits of the Wekiva Study Area, as established by the Wekiva Parkway and Protection Act, Section 369.316 F.S. Special area regulations may apply.

All development is required to treat runoff for pollution abatement purposes. Discharge that flows directly into wetlands or surface waters without pretreatment is prohibited. Reference Orange County Code Sections 30-277 and 30-278.

This site is located within an area of benzene groundwater contamination delineated by the Florida Department of Environmental Protection (FDEP). An owner/operator who may cause, contribute to, or exacerbates the release or threat of release of any hazardous substance through any act or omission, or who does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination, pursuant to the provisions in section 376.308 of the Florida Statutes. Such activities include, but are not limited to, the use of potable or irrigation wells and dewatering, within or adjacent to areas of existing contamination.

#### **Transportation / Access**

The proposed rezoning of the property and use as an automotive repair and sales shop will generate approximately 25 PM peak hour trips.

Based on the Concurrency Management System database dated March 14, 2016, there are no failing roadways within a one mile radius of this project and capacity is available to be encumbered. This is information is dated and is subject to change.

The applicant will be required to obtain an approved Capacity Encumbrance Letter (CEL) prior to obtaining building permit.

#### **Code Enforcement**

Water:

There are no active Code Enforcement violations on the subject property.

#### Water / Wastewater / Reclaim

Existing service or provider

Orange County Utilities A 12-inch main is located in the

Orange Blossom Trail right of way

adjacent to this site.

Wastewater: Orange County Utilities A 6-inch force main is located on

Orange Blossom Trail approximately 2,300 feet from this site. Also, a 20-inch force main is

located on Edgewater Dr.

Reclaim Water:

**Orange County Utilities** 

There are no reclaimed water mains in the vicinity of the site.

#### **Schools**

Orange County Public Schools (OCPS) did not comment on this case as it does not involve an increase in residential units or density.

#### Parks and Recreation

Orange County Parks and Recreation 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** – (April 21, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-2 (General Commercial District) zoning, subject to the following restrictions:

- 1) New billboards and pole signs shall be prohibited;
- 2) A Type "B" buffer, consisting of a completely opaque 6-foot high masonry wall, fence, berm, planted and/or existing vegetation (or any combination thereof), shall be provided along all property lines abutting residentially zoned parcels; and
- 3) The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-2 uses.

#### PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested C-2 (General Commercial District) zoning, subject to three (3) restrictions.

Staff indicated that one hundred twenty-nine (129) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with three (3) responses in favor and one (1) response in opposition to the request received. The applicant was present and agreed with the staff recommendation, and no members of the public were present to speak.

Following limited, Commissioner Barrett made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the C-2 (General Commercial District) zoning, subject to the three (3) restrictions. Commissioner Baldocchi seconded the motion, which was then carried unanimously.

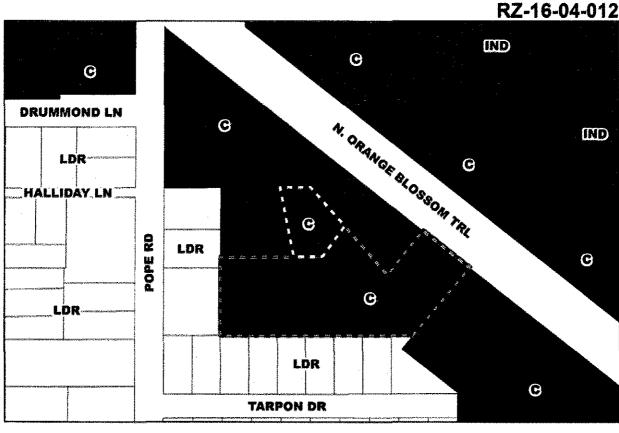
Motion / Second Marvin Barrett / Rick Baldocchi

Voting in Favor Marvin Barrett, Rick Baldocchi, Tina Demostene, Yog

Melwani, James Dunn, Paul Wean, Jose Cantero, JaJa

Wade, and Pat DiVecchio

Voting in Opposition None



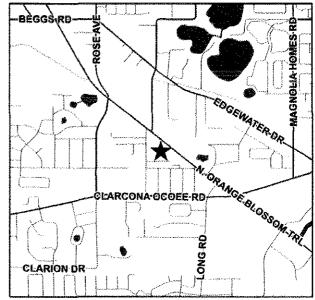
# Subject Portion of Parcel Parcel Boundary

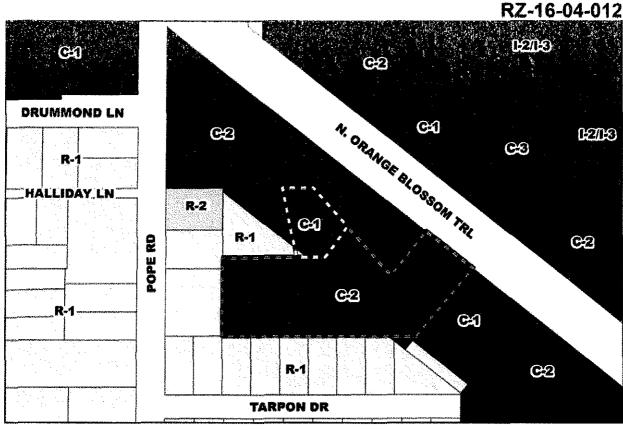


#### ★ Subject Property

# Future Land Use Map FLUM: Commercial (C) APPLICANT: Donald D. Guldi LOCATION: 6628 N. Orange Blossom Trail; or generally located on the southwest side of N. Orange Blossom Trail, east of Pope Road, and north of Tarpon Drive TRACT SIZE: 0.32 gross acre DISTRICT: # 2 S/T/R: 32/21/29

1 inch = 167 feet



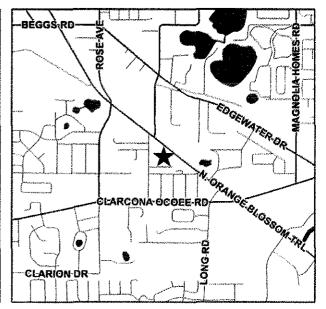




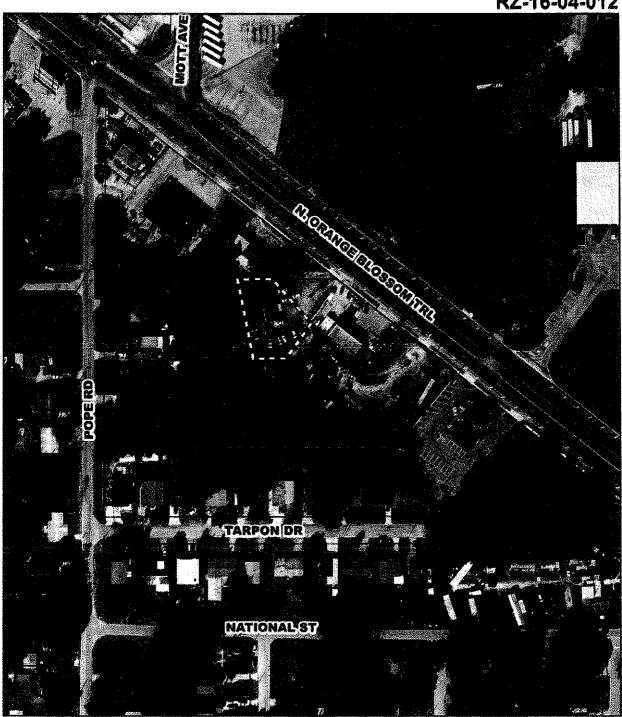


#### ★ Subject Property

#### **Zoning Map** ZONING: R-1 (Single-Family Dwelling District) & C-1 (Retail Commercial District) to C-2 (General Commercial District) APPLICANT: Donald D. Guldi LOCATION: 6628 N. Orange Blossom Trail; or generally located on the southwest side of N. Orange Blossom Trail, east of Pope Road, and north of Tarpon Drive TRACT SIZE: 0.32 gross acre DISTRICT: #2 S/T/R: 32/21/29 1 inch = 167 feet



RZ-16-04-012







1 inch = 146 feet

Orange County Government

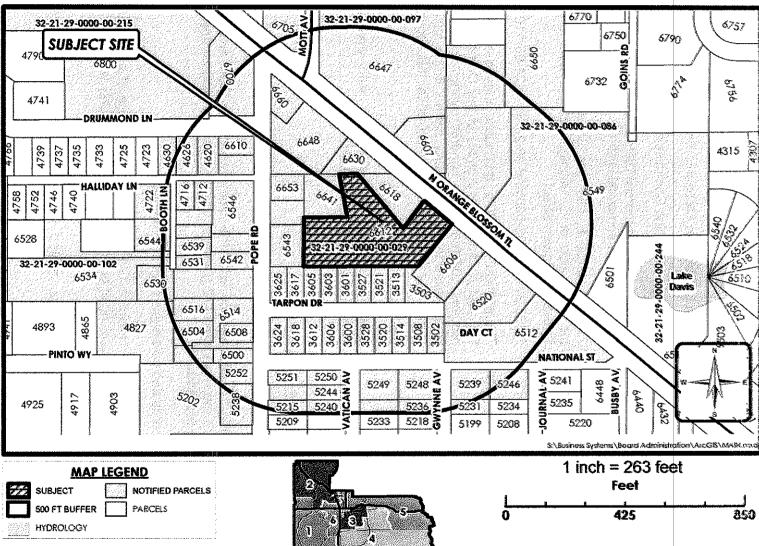
### **Public Notification Map**

RZ-16-04-012 129 Notices

Notification Map

Orange County Planning Division PZC Hearing Date: April 21, 2016

Rezoning Staff Report



#### CASE # RZ-16-04-013

Commission District: #3

#### **GENERAL INFORMATION**

**APPLICANT** 

Daniel Kennerly, Carta Construction

**OWNER** 

Karen Caputo and Stephanie Peel

**HEARING TYPE** 

Planning and Zoning Commission

**REQUEST** 

C-2 (General Commercial District) to C-2 (General Commercial District)

LOCATION

2207 and 2209 E. Michigan Street; or generally located on the north side of E. Michigan Street, between Homeland

Street and Gowen Street

**PARCEL ID NUMBERS** 

06-23-30-1424-06-090 and 06-23-30-1424-06-110

**PUBLIC NOTIFICATION** 

The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. One hundred twenty-eight (128) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.

TRACT SIZE

0.59-gross acre

**PROPOSED USE** 

Contractor's office and showroom with overnight on-site

parking of business-related vehicles.

#### STAFF RECOMMENDATION

#### **PLANNING**

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-2 (General Commercial District) zoning, subject to the following restrictions:

- 1) New billboards and pole signs shall be prohibited:
- The property shall be limited to C-1 uses, plus the C-2 use of a contractor's office with overnight on-site parking of business-related vehicles only (e.g. cars, trucks, and vans);
- 3) Outdoor storage of business related equipment and construction supplies & materials shall be prohibited;
- 4) A Type "B" buffer, consisting of a completely opaque 6-foot high masonry wall or

PZC Staff Report Book

43

April 21, 2016

fence, shall be provided along all property lines abutting residentially zoned parcels; and

5) The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-2 uses.

#### **IMPACT ANALYSIS**

#### **Land Use Compatibility**

The C-2 (General Commercial District) zoning, along with the proposed restrictions, would allow for development that is compatible with properties along E. Michigan Street and the character of the surrounding neighborhood. No adverse impacts to adjacent properties are anticipated.

#### Comprehensive Plan (CP) Consistency

The underlying CP Future Land Use Map (FLUM) designation of the subject property is Commercial (C). The C-2 (General Commercial District) zoning is consistent with the Commercial FLUM designation and the following applicable CP provisions:

- **FLU1.4.1** states Orange County shall promote a range of living environments and employment opportunities in order to achieve a stable and diversified population and community.
- **FLU1.4.2** states that Orange County shall ensure that land uses changes are compatible with and serve existing neighborhoods.
- **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.
- **OBJ FLU8.2** states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.
- **FLU8.2.1** states that land use changes shall be required to be compatible with 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 of 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 2207 E. Michigan Street: Commercial Warehouse / Garage

2209 E. Michigan Street: Undeveloped

Adjacent Zoning N: R-3 (Multiple-Family Dwelling District) (1979)

E: C-1 (Retail Commercial District) (1980)

R-3 (Multiple-Family Dwelling District) (1979)

W: C-1 (Retail Commercial District) (1963)

R-3 (Multiple-Family Dwelling District) (1979)

S: R-3 (Multiple-Family Dwelling District) (1957)

Adjacent Land Uses N: Single-Family Residential and Undeveloped Residential

E: Real Estate Office and Single-Family Dwelling

W: Professional Office

S: Public Institutional Offices

#### C-2 (GENERAL COMMERCIAL DISTRICT) DEVELOPMENT STANDARDS\*

Min. Lot Area:

8,000 sq. ft.

Min. Lot Width:

100 ft. (on major streets, see Article XV)

80 ft. (on all other streets)

Max. Height:

50 ft. (35 ft. within 100 ft. of all residential districts)

Min. Floor Area:

500 sq. ft.

**Building Setbacks:** 

Front:

25 ft.

Rear: Side: 15 ft. (20 ft. when abutting residential) 5 ft. (25 ft. when abutting residential)

#### **Permitted Uses**

The intent and purpose of the C-2 zoning district is to provide for the retailing of commodities and the furnishing of several major services, selected trade shops and automotive repairs. This district is encouraged at locations along minor arterial and major arterial roads where general commercial uses would be compatible with the surrounding neighborhood. This district typically occupies an area larger than that of the retail commercial district, serves a considerably greater population, and offers a wider

<sup>\*</sup> 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.

range of services. This district is only promoted within the urban service area where uses of this intensity have already been established.

Per Orange County Code Section 38-851, the C-2 district should not be located adjacent to single-family residential zoning districts.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code and include new and used automobile sales; car rental and leasing; auto painting and body shops; special trade contractors' offices (storage, equipment yards, and offices with outdoor storage); automobile parking lots and parking garages; outdoor storage and display of equipment, products, and merchandise; landscaping and irrigation businesses; commercial kennels; caterers; etc.

#### **SPECIAL INFORMATION**

#### **Subject Property Analysis**

The subject property is generally located on the north side of E. Michigan Street, between Homeland Street and Gowen Street, and is currently developed with a commercial building. Through this request, the applicant is seeking to modify the existing C-2 (General Commercial District) restrictions to allow for the construction and operation of a general contractor's office and showroom with overnight on-site parking of business-related vehicles.

The existing C-2 restrictions, approved in 2013 (RZ-13-08-022) are as follows, including a restriction that limited any C-2 use to a motorcycle (scooter) dealership only, and others that addressed the operation of the dealership:

- 1) Billboards and pole signs shall be prohibited;
- 2) A six (6) foot masonry wall or six (6) foot PVC (vinyl) fence shall be required along the northern (rear) property line;
- 3) Development shall be limited to C-1 uses, plus the C-2 use of a motorcycle (scooter) dealership only;
- 4) Outdoor display and storage of scooters shall be allowed during operating business hours only:
- 5) No property owner, tenant, occupant or business, shall use any public right-ofway for the purposes of parking or standing of vehicles which are for sale, lease or rent; and
- 6) A business shall maintain all required parking spaces and open space.

#### Comprehensive Plan (CP) Amendment

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

#### State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

#### **Rural Settlement**

The subject property is not located within a Rural Settlement.

#### Joint Planning Area (JPA)

The subject property is not located within a JPA.

#### **Overlay District Ordinance**

The subject property is not located within an Overlay District.

#### Airport Noise Zone

The subject property is not located within an Airport Noise Zone.

#### Environmental

Prior to demolition or construction activities associated with existing structures, provide Orange County EPD with a Notice of Asbestos Renovation or Demolition form.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Also refer to Orange County Code Chapter 37, Article XVII for details on Individual On-Site Sewage Disposal as well as the FDOH.

All development is required to treat runoff for pollution abatement purposes. Discharge that flows directly into wetlands or surface waters without pretreatment is prohibited. Reference Orange County Code Sections 30-277 and 30-278.

#### Transportation / Access

This project is in the Alternative Mobility Area and is exempt from Transportation Concurrency. A mobility study may be required prior to obtaining a building permit.

#### **Code Enforcement**

There are no active Code Enforcement violations on the subject property.

#### Water / Wastewater / Reclaim

Existing service or provider

Water: Orlando Utilities Commission

Wastewater: City of Orlando

PZC Staff Report Book

Reclaim 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 and Recreation

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 – (April 21, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested C-2 (General Commercial District) zoning, subject to the following restrictions (as modified and added):

- 1) New billboards and pole signs shall be prohibited;
- 2) The property shall be limited to C-1 uses, plus the C-2 use of a contractor's office with overnight on-site parking of business-related vehicles only (e.g. cars, trucks, and vans), with such vehicles not exceeding 23 feet in length, and located to the rear of the primary structure only. Overnight on-site parking of dump-trucks or similar trucks shall be prohibited;
- 3) Outdoor storage of business related equipment and construction supplies & materials shall be prohibited;
- 4) A Type "B" buffer, consisting of a completely opaque 6-foot high masonry wall or fence, shall be provided along all property lines abutting residentially zoned parcels;
- 5) The applicant / developer shall submit a site plan to demonstrate compliance with all Orange County Code requirements (including landscaping) prior to the expansion of any existing structures or new site improvements to accommodate C-2 uses; and
- 6) An enclosed storage building, if any, shall be fully integrated into the design of the primary structure.

#### PLANNING AND ZONING COMMISSION (PZC) PUBLIC HEARING SYNOPSIS

The staff report was presented to the PZC with the recommendation that they make a finding of consistency with the Comprehensive Plan and recommend approval of the requested C-2 (General Commercial District) zoning, subject to five (5) restrictions.

Staff indicated that one hundred twenty-eight (128) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with two (2) responses in favor and zero (0) responses in opposition to the request received. The applicant was present and agreed with the staff report, and no members of the public were present to speak.

Following lengthy discussion regarding the type and size of vehicles to be parked overnight, and the overall site design, Commissioner Demostene made a motion to find the request to be consistent with the Comprehensive Plan and recommend APPROVAL of the C-2 (General Commercial District) zoning, subject to the six restrictions. The restrictions included modifications to one staff-recommended restriction (#2), and one additional restriction (#6). Commissioner DiVecchio seconded the motion, which was then carried with an 8-1 vote.

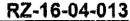
Motion / Second Tina Demostene / Pat DiVecchio

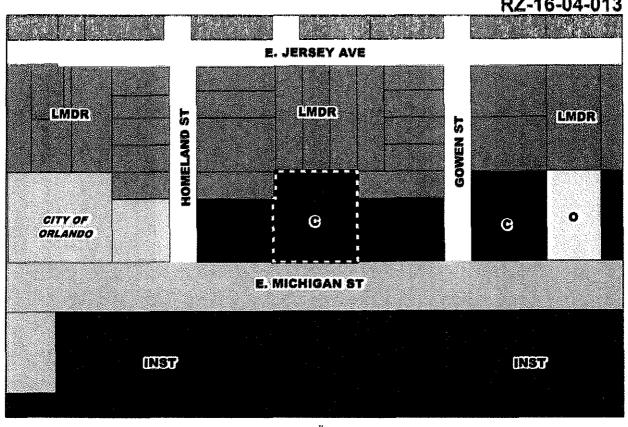
Voting in Favor Tina Demostene, Pat DiVecchio, Marvin Barrett, Rick

Baldocchi, Yog Melwani, James Dunn, Jose Cantero, and

JaJa Wade

**Voting in Opposition** Paul Wean





#### Subject Property



#### ★ Subject Property

#### **Future Land Use Map**

FLUM: Commercial (C)

APPLICANT: Daniel Kennerly, Carta Construction

LOCATION: 2207 and 2209 E. Michigan Street; or

generally located on the north side of E. Michigan Street, between Homeland Street

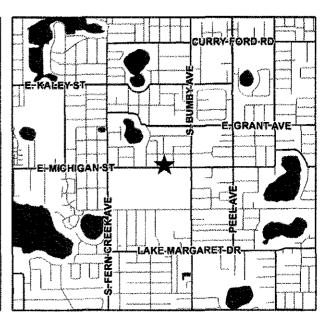
and Gowen Street

TRACT SIZE: 0.59 gross acre

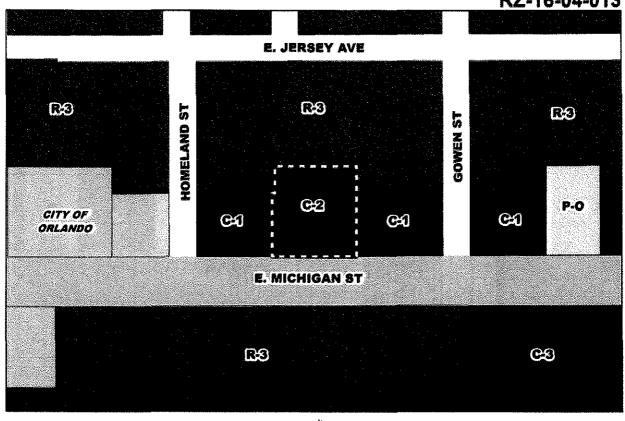
DISTRICT: #3

S/T/R: 06/23/30

1 inch = 146 feet



RZ-16-04-013







#### ★ Subject Property

#### **Zoning Map**

ZONING:

C-2 (General Commercial District) to C-2 (General Commercial District)

APPLICANT: Daniel Kennerly, Carta Construction

LOCATION: 2207 and 2209 E. Michigan Street; or generally located on the north side of E. Michigan Street, between Homeland Street

and Gowen Street

TRACT SIZE: 0.59 gross acre

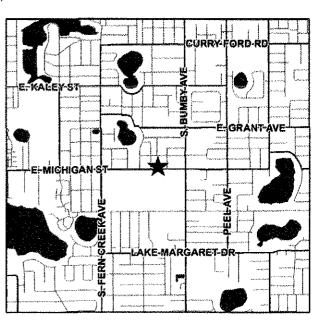
DISTRICT:

#3

S/T/R:

06/23/30

1 inch = 146 feet



#### RZ-16-04-013

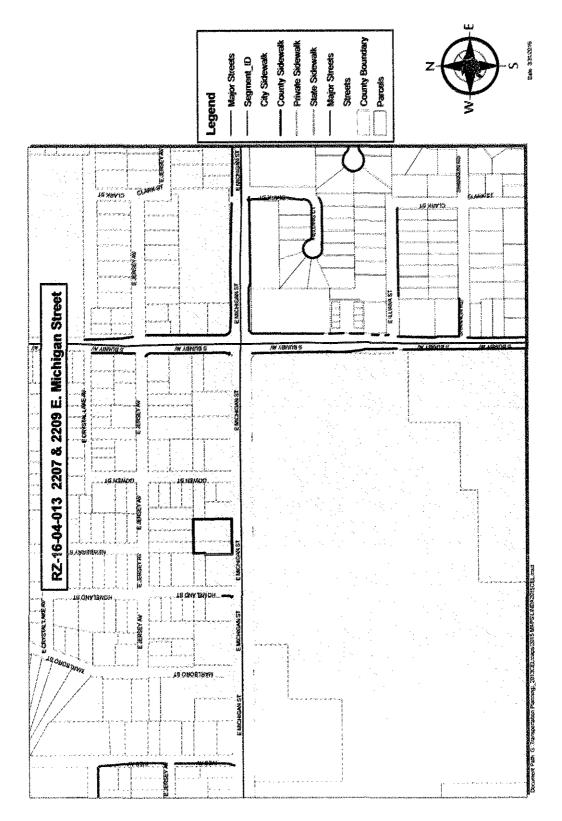






1 inch = 133 feet

## **Alternative Mobility Area Context Map**



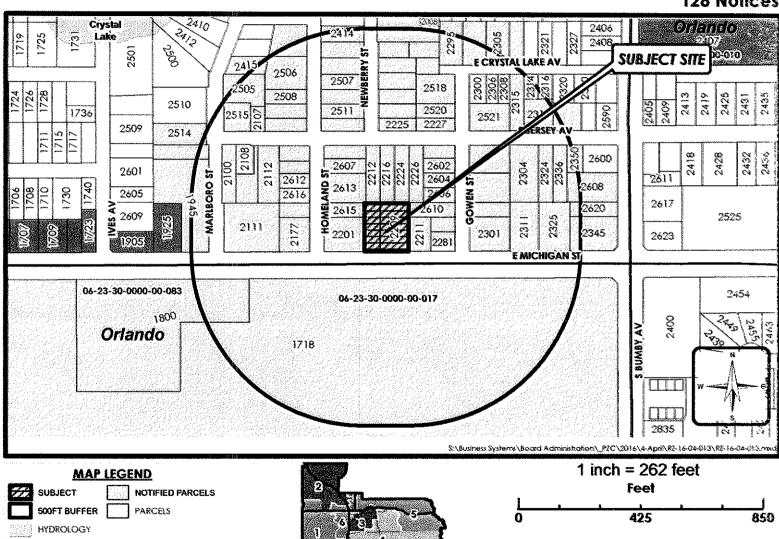
PZC Staff Report Book

ORANGE COUNTY OVERNMENT

**Notification Map** 

## **Public Notification Map**

RZ-16-04-013 128 Notices





#### OFFICE OF COMPTROLLER

#### INTEROFFICE MEMO

ORANGE COUNTY FLORIDA

Martha O. Haynie, CPA County Comptroller

Finance and Accounting Department

Special Assessments

P O Box 38

Orlando, FL 32802 Telephone: 407-836-5770

Fax: 407-836-5753

Date:

April 20, 2016

To:

Mayor Teresa Jacobs

and

Board of County Commissioners

Margaret A. McGarrity, Chief Deputy Comptroller

Contact:

From:

Ann Troutman, 407-836-5770

Subject:

Public Hearing to Amend the Existing Municipal Service Benefit Unit (MSBU) for

Streetlighting

MSBU District:

Meadow Woods Planned Development 11/2016

Applicant:

Rob Bonin, Director of Land Central Florida Division

Lennar Homes, LLC

Developer for Wyndham Lakes Estates Phase 3D

District:

Commissioner Thompson, District 4

Report:

The attached resolution will amend the existing MSBU. The amendment

will add the 86 lots of Wyndham Lakes Estates Phase 3D into the

Meadow Woods Planned Development district. This will allow the 8,562

lots to be assessed for streetlighting.

Streetlighting:

The streetlighting inventory will consist 6 - 100 watt standard roadway fixtures, 324 - 150 watt roadway fixtures, 36 - 250 watt standard roadway fixtures, 2 - 400 watt standard roadway fixtures, 2 - 100 watt decorative flagler fixtures, 17 - 100 watt decorative ocala (acorn) fixtures and 8 - 400 watt shoebox fixtures with 363 - 30/35 foot single standard concrete poles, 4 - 35 foot single tenon top concrete poles, 9 - 16 foot single

standard concrete poles and 5 – 16 foot dual standard decorative colonial concrete poles. The estimated assessment for the amending MSBU for streetlighting is \$11.00 per lot / per parcel / per unit / per year. Last year's

assessment was \$12.00 per lot / per parcel / per unit / per year.

Effective Date:

The amending MSBU would be effective November 1, 2016.

Action Requested:

Approval of attached resolution for streetlighting.

Map:

Due to the large size of the Meadow Woods Planned Development, a

map of the area is not attached.

RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
AMENDING AND RESTATING A
MUNICIPAL SERVICE BENEFIT UNIT
FOR STREETLIGHTING
FOR

# Meadow Woods Planned Development 11/2016

WHEREAS, Section 125.01 (1) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated **March 24, 2015**, the Board established the amending Meadow Woods Planned Development 11/2014 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for master streetlighting (hereinafter known as the "Resolution"), said Resolution being recorded in Official Records Book **10898**, Pages **2480 through 2491**, Public Records of Orange County, Florida; and

WHEREAS, the Board has now received a request for the amendment of said Resolution within the established MSBU planned development for streetlighting for metes and bounds parcels and for subdivisions which are more fully described as shown in "Exhibit "A" of this resolution; and the existing streetlighting inventory will consist of 6 – 100 watt 9,500 lumen high pressure sodium standard overhead roadway fixtures, 251 – 150 watt 16,000 lumen high pressure sodium standard underground roadway fixtures, 36 – 250 watt 27,500 lumen high pressure sodium standard underground roadway fixtures, 2 – 400 watt 50,000 lumen high pressure sodium standard overhead roadway fixtures, 2 – 100 watt 9,500 lumen high pressure sodium decorative flagler fixtures, 17 – 100 watt 9,500 lumen high pressure sodium decorative ocala (acorn) fixtures and 8 – 400 watt 50,000 lumen high pressure sodium shoebox fixtures with 363 – 30/35 foot single standard concrete poles, 4 – 35 foot single tenon top concrete poles, 9 – 16 foot single standard decorative colonial concrete poles and 5 – 16 foot dual standard decorative colonial concrete poles; and

WHEREAS, this Board has determined that the amendment of the existing MSBU, the purpose of which is to combine the subdivisions and metes and bounds parcels which are more fully described as shown in Exhibit "A" of this resolution, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the

services desired and in the public interest, and that properties within Meadow Woods Planned Development Master Streetlighting MSBU will be benefited, now and in the future, and that the existing MSBU should be amended to include the attached Exhibit "A" of lots and metes and bounds parcels located in Orange County, Florida; and

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

- 1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
- The Meadow Woods Planned Development 11/2015 Resolution for Master Streetlighting, which is recorded in Official Records Book 10898, Pages 2480 through 2491, Public Records of Orange County, Florida, is hereby amended as the Meadow Woods Planned Development 11/2016 MSBU, subject to final adjustment and approval as provided for in Section 197,3632, Florida Statutes. This MSBU is to combine said parcel identification numbers and subdivisions, the boundaries of which appear on the metes and bounds parcels and on the recorded plats, that are more fully described as shown in Exhibit "A" of this resolution, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds as may be necessary to pay the annual expense of standard operation and maintenance of streetlighting equipment within the MSBU, including energy charges, streetlighting fixtures, poles, wires, conduits, and all appurtenances necessary for such streetlighting, electrical services and current used in their operation, and for payment of administrative costs and appropriate reserves for cash balance. It is the understanding of the County that Duke Energy Florida, Inc. is to construct, or has constructed in accordance with standards approved by the Orange County Public Works Division, all necessary streetlighting equipment at no expense to the County, prior to or during construction of those portions of Meadow Woods Planned Development Master Streetlighting MSBU and that the Duke Energy Florida, Inc. will assume standard maintenance and operation of such equipment, subsequent to such construction, including computation of the annual and monthly charges for such maintenance and operation. Such equipment is to include 6 - 100 watt 9,500 lumen high pressure sodium standard overhead roadway fixtures at \$7.91 per fixture, per month, 251 - 150 watt 16,000 lumen high pressure sodium standard overhead roadway fixtures at \$9.48 per fixture, per month, 73 - 150 watt 16.000 lumen high pressure sodium standard underground roadway fixtures at \$13.28 per fixture, per month, 36 - 250 watt 27,500 lumen high pressure sodium standard underground roadway fixtures at \$16.38 per fixture, per month, 2 - 400 watt 50,000 lumen high pressure sodium standard overhead roadway fixtures at \$17.06 per fixture, per month, 2 - 100 watt 9,500 lumen high pressure sodium decorative flagler fixtures at \$21.18 per fixture, per month, 17 - 100 watt 9,500 lumen high pressure sodium decorative ocala (acorn) fixtures at \$13.48 per fixture, per month and 8 - 400 watt 50,000 lumen high pressure sodium shoebox fixtures at \$23.97 per fixture, per month with 363 - 30/35 foot single standard concrete poles at \$5.05 per pole, per month, 4 – 35 foot tenon top concrete poles at \$11.00 per pole, per month, 9 – 16 foot single standard decorative colonial concrete poles at \$8.99 per pole per month and 5 - 16 foot dual standard decorative colonial concrete poles at \$13.35 per pole per month for a yearly rate of \$80.066.36 which includes energy costs and excludes the cost of administering the district as set out below, or at a rate or rates as may be set by the properly constituted legal authorities who control, govern and set the rates for the Duke Energy Florida, Inc. for the services described herein. It is further understood by the County that Duke Energy Florida, Inc. may construct such streetlighting equipment only in those portions of the MSBU as may be necessary concurrent with the development of Meadow Wood Planned Development Master Streetlighting MSBU and that the streetlighting district created herein will be operated only in such portions of the MSBU until such construction is completed in other portions of the MSBU; provided that if such construction is only to be in portions of

such MSBU, a complete legal description of the portion or portions developed be filed with the Clerk of the Board. After presentation and approval by the Board, it is understood and agreed between the County and the Developer that (if applicable) as Meadow Woods Planned Development Master Streetlighting MSBU expands the additional Additions, Phases, Sections, Units and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration. It is further understood that the revised contract between the County and Duke Energy Florida, Inc. for Meadow Woods Planned Development 11/2016 MSBU is effective November 1, 2016. Streetlights installed prior to this date are the responsibility of the developer and not the County. It is further understood that only 6 – 100 watt 9,500 lumen high pressure sodium standard overhead roadway fixtures at \$7.91 per fixture, per month, 251 - 150 watt 16.000 lumen high pressure sodium standard overhead roadway fixtures at \$9.48 per fixture, per month, 73 - 150 watt 16,000 lumen high pressure sodium standard underground roadway fixtures at \$13.28 per fixture, per month, 36 – 250 watt 27,500 lumen high pressure sodium standard underground roadway fixtures at \$16.38 per fixture, per month, 2 – 400 watt 50,000 lumen high pressure sodium standard overhead roadway fixtures at \$17.06 per fixture, per month, 2 – 100 watt 9,500 lumen high pressure sodium decorative flagler fixtures at \$21.18 per fixture, per month, 17 - 100 watt 9,500 lumen high pressure sodium decorative ocala (acorn) fixtures at \$13.48 per fixture, per month and 8 – 400 watt 50,000 lumen high pressure sodium shoebox fixtures at \$23.97 per fixture, per month with 363 - 30/35 foot single standard concrete poles at \$5.05 per pole, per month, 4 – 35 foot tenon top concrete poles at \$11.00 per pole, per month, 9 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole per month and 5 - 16 foot dual standard decorative colonial concrete poles at \$13.35 per pole per month are approved for this MSBU. Any additional streetlighting will be the responsibility of the developer.

3. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, the Board shall determine the estimated non-ad valorem assessment amount required to pay the standard expense of maintaining and operating the streetlighting equipment in the MSBU. This non-ad valorem assessment is levied November 1, 2016 and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenue generated, by the assessment. The property owners within the Meadow Woods Planned Development Master Streetlighting MSBU shall pay any cost exceeding standard operating and maintenance expense as determined by the Board. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such assessments have been collected. The estimated annual cost of operating, maintaining, and administering such streetlighting equipment, including the establishment and maintenance of an appropriate reserve for

cash balance, is \$94,182.00 and the estimated annual charge to each individual freeholder is \$11.00. Proceeds of collection of such assessments as provided hereinafter put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

- Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be owned by individual freeholders, according to the parcel identification numbers and the recorded plats of Meadow Woods Planned Development Master Streetlighting MSBU which are more fully described in Exhibit "A" such sums as shall be necessary to pay the estimated expense of the annual operation and maintenance of such streetlighting equipment and administration of the district and appropriate reserves for cash balance for paying expenses. provided that such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount towards such cost. After the adoption of the non-ad valorem special assessment by the Board, the Property Appraiser shall extend the assessment upon the non-ad valorem assessment, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify the non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the said non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties and be treated in all respects the same as County ad valorem taxes. Said non-ad valorem special assessments, when collected by the Tax Collector shall be remitted to said Board, who shall deposit the same in such depository as shall be designated by the Board who shall apply the same to monthly bills rendered by the Duke Energy Florida, Inc., related administrative costs, and to the establishment and maintenance of an appropriate reserve for cash balance. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs for having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, Section 197.3632, Florida Statutes, will be used.
- 5. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law.
- 6. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU assessments.

- 7. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.
- 8. The Board of County Commissioners shall be the governing Board of said Municipal Service Benefit Unit.
- 9. This resolution, which amends and restates the resolution recorded in Official Records Book 10898, Pages 2480 through 2491, is controlling and supersedes the resolution recorded in Official Records Book 10898, Pages 2480 through 2491, Public Records of Orange County, Florida.

ADOPTED T	THIS DAY OF	, 2016
ORANGE CO	OUNTY, FLORIDA	
BY:	ORANGE COUNTY MAYOR	
DATE:		
ATTEST:	Martha O. Haynie, County Comptroller as Clerk of the Board of County Commission	ners
BY:	DEPUTY CLERK	

# Meadow Woods Planned Development Master Streetlighting MSBU Subdivisions Exhibit "A"

	Section			
Subdivision Name	Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots / Parcels
Meadow Woods Village 1	24-24-29-5570	11/132	Lots 1-39, Block 101 Lots 1-26, Block 102 Lots 1-19, Block 103 Lots 1-26, Block 104 Lots 1-15, Block 105 Lot 1, Block 107 Lots 1-2, Block 109	128
Meadow Woods Village 2	24-24-29-5578	11/145	Lots 16-30, Block 105 Lots 1-26, Block 106 Lots 2-12, Block 107 Lots 3-25, Block 109	75
Meadow Woods Village 3	24-24-29-5586	12/99-100	Lots 1-23, Block 110 Lots 1-20, Block 111 Lots 1-19, Block 112 Lots 1-28, Block 113 Lots 1-33, Block 114 Lots 1-23, Block 115	146
Meadow Woods Village 4	24-24-29-5594	13/38-40	Lots 1-23, Block 116 Lots 1-24, Block 117 Lots 1-38, Block 118 Lots 1-50, Block 119 Lots 1-15, Block 120 Lots 1-14, Block 121 Lots 1-20, Block 122 Lots 1-10, Block 123 Lots 1-8, Block 124 Lots 1-11, Block 125	213
Meadow Woods Village 5	24-24-29-6000	13/41-43	Lots 1-43, Block 126 Lots 1-9, Block 127 Lots 1-15, Block 128 Lots 1-19, Block 129 Lots 1-22, Block 130 Lots 1-12, Block 131 Lots 1-16, Block 132 Lots 1-19, Block 133 Lots 1-14, Block 134 Lots 1-2, Block 134A Lots 1-4, Block 134B	175
Meadow Woods Village 5A	24-24-29-6006	14/85	Lots 1-13, Block 134C	13
Meadow Woods Village 6	24-24-29-6010	14/70	Lots 3-33, Block 135 Lots 1-32, Block 136 Lots 1-21, Block 137 Lots 1-20, Block 138 Lots 1-22, Block 139	126
Meadow Woods Village 7 Phase 1	25-24-29-6018	16/60-61	Lots 1-33, Block 141 Lots 1-22, Block 141A Lots 1-18, Block 144 Lots 1-35, Block 145 Lots 1-67, Block 146	175

# Meadow Woods Planned Development Master Streetlighting MSBU Subdivisions Exhibit "A"

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Subdivision Name	Section Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots / Parcels
Meadow Woods Village 7 Phase 2	25-24-29-6022	17/93-94	Lots 1-62, Block 141B Lots 1-60, Block 142 Lots 1-35, Block 143 Lots 1-17, Block 144A	174
Meadow Woods Village 8	25-24-29-6050	19/1-2	Lots 1-4, Block 157 Lots 1-31, Block 158 Lots 1-12, Block 159 Lots 1-34, Block 160 Lots 1-4, Block 161	85
Meadow Woods Village 9 Phase 1	25-24-29-6023	20/10	Lots 1-14, Block 150 Lots 1-19, Block 151	33
Meadow Woods Village 9 Phase 2	30-24-30-6053	20/104-105	Lots 1-21, Block 152 Lots 1-49, Block 153 Lots 1-55, Block 154 Lots 1-17, Block 155	142
Meadow Woods Village 10	30-24-30-5579	24/17	Lots 1-90, Block 162 Lots 1-14, Block 163 Lots 1-51, Block 164	155
Meadow Woods Commercial Center DOT/State of Florida	24-24-29-5551	21/132	Lots 1-2	0
Club Courts at Meadow Woods Phase 1	25-24-29-1433	27/29	Lots 1-41	41
Creekside Villas at Meadow Woods	24-24-29-1809	13/101-103	Lots 1-126	126
Fairway Townhomes at Meadow Woods	24-24-29-2661	20/66-37	Lot 1	0
Replat		22/21-22	Lots 1A-1D	4
			Lots 2A-2F	6
			Lots 3A-3D	4
			Lots 4A-4F	6
			Lots 5A-5F	6
			Lots 6A-6D	4
			Lots 7A-7F Lots 8A-8D	6 4
			Lots 9A-9F	6
•			Lots 10A-10F	6
			Lots 11A-11F	6
			Lots 12A-12D	4
	]		Lots 13A-13F	6
			Lots 14A-14D	4
Golfview Villas at Meadow Woods	24-24-29-3069	24/112	Lots 1-44	44
Greenwood Village at Meadow Woods	24-24-29-3210	16/13	Lots 1-38	38
Parkside Villas at Meadow Woods	24-24-29-6705	18/51-52	Lots 1-57	<u>57</u>
Spring Lake	36-24-29-8243	26/94-95	Lots 1-20, Block 165 Lots 1-63, Block 166	189
			Lots 1-28, Block 167	
			Lots 1-9, Block 168	
			Lots 1-69, Block 169	
Forest Ridge	36-24-29-2855	26/91-93	Lots 1-111, Block 170	255
5			Lots 1-16, Block 171	
			Lots 1-20, Block 172	
			Lots 1-85, Block 173	
			Lots 1-23, Block 174	

# Meadow Woods Planned Development Master Streetlighting MSBU Subdivisions Exhibit "A"

	EXIIIDI	L A		
Subdivision Name	Section Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots /
Club Courts at Meadow Woods Phase 2		00/44	Loto 1 24	Parcels
Park Place at Meadow Woods	25-24-29-1447	28/41	Lots 1-24	24 16
raik riace at Meadow Woods	24-24-29-6703	28/1	Lots 1-14 Lots 21-22	10
Island Cove Villas Phase 1	36-24-29-3902	30/66-67	Lots 1-88	88
Willowbrook Phase 1	36-24-29-9309	29/63-64	Lots 1-42, Block 175	120
71,100,000,111,000,1	00 2 / 20 0000	20/00 04	Lots 1-63, Block 176	120
			Lots 1-3, Block 177	
			Lots 1-12, Block 178	
Willowbrook Phase 2	36-24-29-9311	29/105-106	Lots 1-12, Block 179	121
			Lots 1-22, Block 180	
			Lots 1-11, Block 181	
			Lots 1-10, Block 182	
			Lots 1-22, Block 183	
			Lots 1-44, Block 184	
Meadow Woods Village 6 Replat	24-24-29-5638	26/40	Lots 1-2, Block 135	2
Island Cove Villas Phase 2	36-24-29-3903	30/111-113	Lots 1-114	114
Island Cove Villas Phase 3	36-24-29-3905	32/20-22	Lots 1-174	174
Lakewood at Meadow Woods	25-24-29-4941	31/56	Lot 1	0
Park Place at Meadow Woods Phase 2	24-24-29-6723	32/90	Lots 1-6	6
Willowbrook Phase 3	36-24-29-9313	32/97-99	Lots 1-11, Block 185	63
			Lots 1-50, Block 186	
107	00.04.00.0407	0.4/4.0	Lots 1-2, Block 187	450
Woodbridge at Meadow Woods	30-24-30-9467	34/1-3	Lots 1-32, Block 188	158
			Lots 1-59, Block 189	
Greenpointe	25-24-29-3205	35/61-64	Lots 1-67, Block 190 Lots 1-8, Block 191	161
Greenpointe	20-24-29-3200	33/01-04	Lots 1-16, Block 191	101
			Lots 1-38, Block 193	
			Lots 1-30, Block 194	
			Lots 1-17, Block 195	
·			Lots 1-27, Block 196	
			Lots 1-25, Block 197	
Hidden Lakes Phase 1	36-24-29-3070	37/1-4	Lots 1-121	121
Fairway Glen at Meadow Woods	30-24-30-2665			
Condos		35/132	Lot 1	0
Phase 1		*5832/2836	All buildings / units	8
Phase 2-3		*5171/2412	All buildings / units	16
Phase 4		*5328/0455	All buildings / units	8
Phase 5		*5373/2150	All buildings / units	8
Phase 7		*5376/3906	All buildings / units	8 8
Phase 13		*5373/2141 Official	All buildings / units	0
		Records		
		Book / Page		
Hidden Lakes Phase 2	35-24-29-3071	39/17-20	Lots 1-122	122
Keystone	36-24-29-3072	41/7-10	Lots 1-179	179
Pebble Creek Phase 1	36-24-29-6723	38/97-98	Lots 1-109	109
Sandpoint at Meadow Woods	36-24-29-3906	40/25-27	Lots 1-134	134
Summerfield	25-24-29-8385	35/65-67	Lots 1-153	153

## Meadow Woods Planned Development Master Streetlighting MSBU Subdivisions

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	Section	T		
Subdivision Name	Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots / Parcels
Pebble Creek Phase 2	36-24-29-6724	41/32-35	Lots 110-214	105
Willow Pond Phase 1	35-24-29-9314	42/29-32	Lots 1-46	46
Fairway Glen at Meadow Woods	30-24-30-2665	12,20 02	200 1 10	
Condos	00 2 1 00 2000			
Phase 6		*5452/3846	All buildings / units	8
Phase 8		*5902/4335	All buildings / units	8
Phase 9		*5942/3500	All buildings / units	8
Phase 10		*5988/3711	All buildings / units	8
Phase 11		*5963/1499	All buildings / units	8
Phase 12		*5928/0490	All buildings / units	8
Phase 14		*5882/3538	All buildings / units	8
Phase 15	-	*5436/2969	All buildings / units	8
Phase 16		*6002/3665	All buildings / units	8
		*Official		
		Records		
		Book / Page		
Heather Glen at Meadow Woods	30-24-30-3510	43/134-139	Lots 1-177	177
Heron Bay at Meadow Woods	31-24-30-3510	44/54-57	Lots 1-71	71
Islebrook Phase 2	30-24-30-3871	44/87-90	Lots 111-176	66
Meadow Creek	30-24-30-4950	44/58-62	Lots 1-171	171
Willow Pond Phase 2	35-24-30-9315	45/135-138	Lots 47-115	69
Meadow Woods Plaza	36-24-29-6051	41/84-85	Lots 1-6	6
Oakshire Estates Phase 1	35-24-29-6063	46/35-38	Lots 1-73	73
Island Walk	30-24-30-3800	49/71-74	Lots 1-188	188
Harbor Lakes	30-24-30-3420	50/77-80	Lots 1-185	185
Windcrest at Meadow Woods	31-24-30-8894	51/21-24	Lots 1-123	123
Huntcliff Park	31-24-30-3500	51/48-51	Lots 1-191	191
Oakshire Estates Phase 2	35-24-29-6064	52/70-72	Lots 83-113	31
Meadow Woods Parcels 11 and 12	25-24-29-5561	54/2-3	Lots 1-3	4
Villa Del Sol at Meadow Woods	25-24-29-8823			
Condo 1		6648/458	All buildings / units	36
Condo 2		6698/4746	All buildings / units	36
Condo 3		6887/4595	All buildings / units	8
Condo 3 Phase 2		7084/1568	All buildings / units	12 12
Condo 3 Phase 3 Condo 4		7084/1573 7084/1578	All buildings / units All buildings / units	12
Condo 4 Phase 2		7115/0753	All buildings / units	12
Condo 4 Phase 2 Condo 4 Phase 3		7115/0758	All buildings / units	8
Condo 4 Phase 3		6999/2620	All buildings / units	12
Condo 6		6999/2826	All buildings / units	12
Collad o		*Official	An ballarigs / arms	12
		Records		
		Book / Page		
Meadow Woods Parcel 50	25-24-28-5829	56/27	Lot 1	3
Cedar Bend at Meadow Woods Phase 1	31-24-30-1736	57/90-94	Lots 1-168	168
Villa Del Sol at Meadow Woods				
Condo 5 Phase 2	25-24-29-8823	7314/0796*	All buildings / units	8
Condo 5 Phase 3		7420/4122*	All buildings / units	12
Condo 6 Phase 2		7241/1568*	All buildings / units	12
Condo 6 Phase 3		7475/3694*	All buildings / units	16

## Meadow Woods Planned Development Master Streetlighting MSBU Subdivisions

Exhibit "A"

	XI IIDII		1	
Subdivision Name	Section Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots / Parcels
Villa Del Sol at Meadow Woods -				
Continued		*Official Records Book / Page		
Sandhill Preserve	30-24-30-7429		Lots 1-147	147
Fieldstone Estates at Meadow Woods	31-24-30-2750		Lots 1-51	51
Cedar Bend at Meadow Woods Phase 2	31-24-30-1737	<del></del>	Lots 169-246	78
Wyndham Lakes Estates Unit 1	32-24-30-9623	63/29-38	Lots 1-50 Block 1 Lots 1-130 Block 2 Lots 1-71 Block 3 Lots 1-132 Block 4	383
Chatham Place at Arbor Meadows	30-24-30-2156	63/39-42	Lots 1-143	143
Meadow Woods Parcels 15 15.1 & 15.2	25-24-29-5565	64/49-51	Lots 1-4	5
Parcels	25-24-29	N/A	25-24-29-0000-00-014 25-24-29-0000-00-015 25-24-29-0000-00-025 25-24-29-0000-00-026	0 0 1 1
Wyndham Lakes Estates Unit 2	32-24-30-9624	69/20-27	Lots 1-105 Block 5 Lots 1-125 Block 6 Lots 1-122 Block 8 Tract OO Future Development	105 125 122 0
		00/04	Tract T Future Development	2
Meadow Woods Parcel 48	36-24-29-5827	69/34	Lot 1	3
Meadow Woods Parcel 30.1	25-24-29-5567	69/140-142	Lot 1	153
Portofino Meadows Meadow Woods Parcel 30	25-24-29-7202	70/40-43 71/32-34	Lots 1-153	2
Meadow Woods Parcel 12.1	25-24-29-5566 25-24-29-5562	72/29-30	Lots 1-3	3
Lakewood at Meadow Woods Condos	25-24-29-5562	12129-30	Luis 1-3	
Phase 1 Phase 2 Phase 3 Phase 4 Phase 5 Phase 6 Phase 7 Phase 8 Phase 9 Phase 10 Phase 11 Phase 12 Phase 13 Phase 14	31-24-30-4943	20/133-139~ 20/133-139~ 4665/3939* 20/133-139~ 20/133-139~ 20/133-139~ 20/133-139~ 20/133-139~ 20/133-139~ 20/133-139~ 20/133-139~ 20/133-139~ Condo Book * Official Records Book / Page	All buildings / units	888888888888888888888888888888888888888

# Meadow Woods Planned Development Master Streetlighting MSBU Subdivisions Exhibit "A"

Subdivision Name	Section Township Range Subcode	Plat Book / Page(s)	Property Boundaries	# of Lots / Parcels
Lakewood at Meadow Woods Condos - Continued Phase 15	31-24-30-4943	20/133-139~ ~Condo Book * Official Records Book / Page	All buildings / units	8
Landstar Business Center Condo	25-24-29-4801	10376/9042	Lot 4, Units 101-103	3
Wyndham Lakes Estates Unit 4	32-24-30-9626	73/28-35	Lots 1-122 Tract F – N/C (\$100) Future Development	122
Wyndham Lakes Estates Unit 3	32-24-30-9625	76/95-97	Lots 66-104 Block 6	39
Wyndham Lakes Estates Unit 6	32-24-30-9628	78/25-28	Lots 1-105 Block 7 Tract C Future Development	105 1
Del Morrow	36-24-29-2050	79/24-25	Lots 1-25	25
Wyndham Lakes Estates Unit 5 (Replatted as Unit 7)	32-24-30-9627	80/20-24	Lots 1-6 Block 1 Lots 7-12 Block 2 Lots 13-18 Block 3 Lots 19-24 Block 4 Lots 25-30 Block 5 Lots 31-36 Block 6 Lots 37-42 Block 7 Lots 43-48 Block 8 Lots 49-52 Block 9 Lots 53-58 Block 10 Lots 59-64 Block 11 Lots 65-70 Block 12 Lots 71-74 Block 13 Lots 75-80 Block 14 Lots 81-84 Block 15 Lots 85-90 Block 16 Lots 91-96 Block 17 Lots 97-102 Block 18 Lots 103-108 Block 19 Lots 109-112 Block 20 Lots 113-118 Block 21 Lots 119-124 Block 22 Lots 125-128 Block 23 Lots 129-134 Block 24 Lots 135-138 Block 25 Lots 139-144 Block 26 Lots 145-150 Block 27 Lots 151-154 Block 28	0
Wyndham Lakes Estates Phase 3C	32-24-30-9629	80/78-82	Lots 1-59	59
Wyndham Lakes Estates Unit 7 (Replat of Unit 5)	32-24-30-9630	0 80/131-135 Lots 1-6 Block 1 Lots 7-12 Block 2		154

## Meadow Woods Planned Development Master Streetlighting MSBU Subdivisions

Exh	ını		Δ"
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			Total 11/2016	8,562
Wyndham Lakes Estates Phase 3D	32-24-30-9632	84/21-24	Lots 1-86	86
Trynonam Lakoo Lotatoo One OA	02 24 00 0001	02/01/00	Total 11/2015	8,476
Wyndham Lakes Estates Unit 6A	32-24-30-9631	82/97-99	Lots 1-72	72
			Lots 151-154 Block 28	
			Lots 145-150 Block 27	
			Lots 139-144 Block 26	
			Lots 135-138 Block 25	
			Lots 129-134 Block 24	
			Lots 119-124 Block 22 Lots 125-128 Block 23	
			Lots 113-118 Block 21	
			Lots 109-112 Block 20	
			Lots 103-108 Block 19	
			Lots 97-102 Block 18	
			Lots 91-96 Block 17	
			Lots 85-90 Block 16	
			Lots 81-84 Block 15	
			Lots 75-80 Block 14	
			Lots 71-74 Block 13	
			Lots 65-70 Block 12	
			Lots 59-64 Block 11	
			Lots 53-58 Block 10	
			Lots 49-52 Block 9	
			Lots 43-48 Block 8	
			Lots 37-42 Block 7	
			Lots 31-36 Block 6	
			Lots 25-30 Block 5	
(Replat of Unit 5) - Continued			Lots 19-24 Block 4	
Wyndham Lakes Estates Unit 7	32-24-30-9630	80/131-135	Lots 13-18 Block 3	154
	Subcode			Parcels
	Range	Page(s)		Lots /
Subdivision Name	Township	Plat Book /	Property Boundaries	# of

#### Exhibit "B"

Meadow Woods Master Roads Inventory - As of 01/2016 billing

Weddow Woods Master Roads inventory 7/6 or 6 1/20 to bining
100 watt 9,500 lumen high pressure sodium standard overhead roadway fixtures
100 watt 9,500 lumen high pressure sodium decorative flagler fixtures
100 watt 9,500 lumen high pressure sodium decorative ocala (acorn) fixtures
150 watt 16,000 lumen high pressure sodium standard overhead roadway fixtures
150 watt 16,000 lumen high pressure sodium standard underground roadway fixtures
250 watt 25,000 lumen high pressure sodium standard overhead roadway fixtures
400 watt 50,000 lumen high pressure sodium standard overhead roadway fixtures
400 watt 50,000 lumen high pressure sodium shoebox fixtures
30/35 foot single standard concrete poles
35 foot single tenon top concrete poles
16 foot single standard decorative colonial concrete poles
16 foot dual standard decorative colonial concrete poles



#### OFFICE OF COMPTROLLER

#### INTEROFFICE MEMO

ORANGE COUNTY **FLORIDA**  Martha O. Haynie, CPA County Comptroller

Finance and Accounting Department

Special Assessments

P O Box 38

Orlando, FL 32802 Telephone: 407-836-5770

Fax: 407-836-5753

Date:

April 20, 2016

To:

Mayor Teresa Jacobs

and

**Board of County Commissioners** 

mamerant

From:

Margaret A. McGarrity, Chief Deputy Comptroller

Contact:

Ann Troutman, 407-836-5770

Subject:

Public Hearing to Amend the Existing Municipal Service Benefit Unit (MSBU) for

Streetlighting

MSBU District:

**Summerport Area** 

Applicant:

James Bagley

**Encore Summerport Builders LLC** 

Developer

District:

Commissioner Boyd, District 1

Report:

The attached resolution will amend the existing MSBU. The amendment

will add the 25 lots of Summerport Trail Phase 2 subdivision. This will allow all of the 1,311 lots to be assessed for streetlighting.

Streetlighting:

The streetlighting inventory will consist of 393 - 100 watt decorative ocala (acorn) fixtures with 365 - 16 foot single decorative victorian concrete poles and 28 - 16 foot single colonial concrete poles. The estimated assessment for the amending MSBU for streetlighting is \$90.00 per lot,

per year. Last year's assessment was \$95.00 per lot.

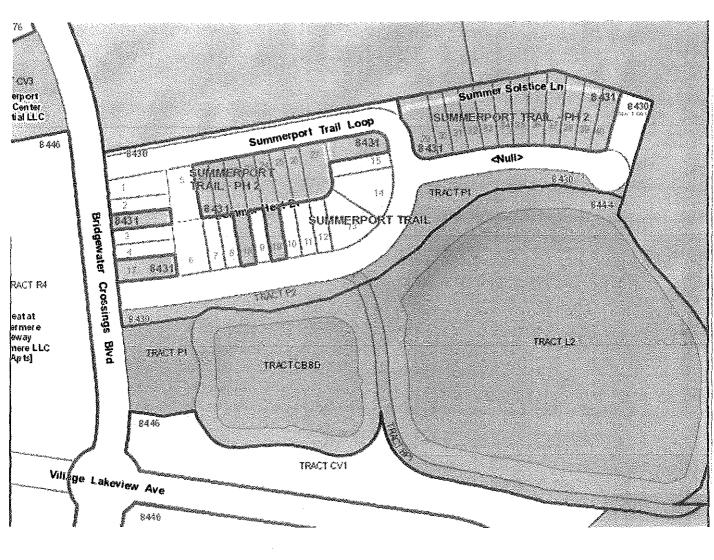
Effective Date:

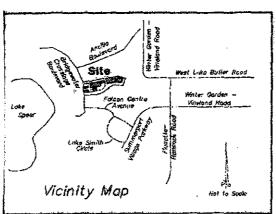
The amending MSBU would be effective November 1, 2016.

Action Requested:

Approval of attached resolution.

## **Summerport Trail Phase 2**





RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
AMENDING AND RESTATING A
MUNICIPAL SERVICE BENEFIT UNIT
FOR STREETLIGHTING
FOR

# Summerport Area 11/2016

WHEREAS, Section 125.01 (1) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County, and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board"), is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated May 5, 2015, the Board established the Summerport Area 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for streetlighting (hereinafter known as the "Resolution"), said Resolution being recorded in Official Records Book 10921, Pages 0067 through 0072, Public Records of Orange County, Florida; and

WHEREAS, the County has now received a request, in writing, from James Bagley, Manager, (hereinafter known as the "Developer") of Encore Summerport Builder, LLC for the amendment of such Resolution to combine and include the subdivisions which are more fully described as shown in Exhibit "A" of this resolution and in that portion of the unincorporated area of Orange County and to maintain the existing streetlighting inventory of 393 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures with 365 - 16 foot single decorative victorian concrete poles and 28 - 16 foot single colonial poles; and

WHEREAS, this Board has determined that the amendment and restatement of the existing MSBU, the purpose of which is to combine and include the subdivisions which are more fully described as shown in Exhibit "A" of this resolution and to maintain the existing streetlighting inventory as requested by the Developers, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired and in the public interest, and that the properties will be benefited, now and in the future, and that the existing MSBU should be amended and restated to combine said subdivisions which are more fully described as shown in Exhibit "A" of this resolution and to maintain the existing streetlighting inventory; and

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

- 1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
- 2. The Summerport Area 11/2015 Resolution for streetlighting which is recorded in Official Records Book 10921, Pages 0067 through 0072, Public Records of Orange County, Florida, is hereby amended as the Summerport Area 11/2016 MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions, the boundaries of which appear on the recorded plats of the subdivisions. Plat Books. Pages, Sections, Townships, Ranges and Lots as shown in Exhibit "A" of this resolution, Public Records of Orange County, Florida and to maintain the streetlighting inventory which is more fully described below. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds as may be necessary to pay the annual expense of standard operation and maintenance of streetlighting equipment within the MSBU, including energy charges, streetlighting fixtures, poles, wires, conduits, and all appurtenances necessary for such streetlighting, electrical services and current used in their operation, and for payment of administrative costs and appropriate reserves for cash balance. It is the understanding of the County that Duke Energy Florida, Inc. is to construct, or has constructed in accordance with standards approved by the Orange County Public Works Division, all necessary streetlighting equipment at no expense to the County, prior to or during construction of those portions of subdivisions as shown in Exhibit "A" of this resolution and that Duke Energy Florida, Inc. will assume standard maintenance and operation of such equipment, subsequent to such construction, including computation of the annual and monthly charges for such standard maintenance and operation. Such equipment is to include 393 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures at \$13.48 per fixture, per month, 365 - 16 foot single decorative victorian concrete poles at \$13.07 per pole, per month and 28 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole, per month for a yearly rate of \$126,949.53, which includes energy costs and excludes the cost of administering the district as set out below, or at a rate or rates as may be set by the properly constituted legal authorities who control, govern and set the rates for Duke Energy Florida, Inc. for the services described herein. It is further understood by the County that Duke Energy Florida, Inc. may construct such streetlighting equipment only in those portions of the MSBU as may be necessary concurrent with the development of the subdivisions as shown in Exhibit "A" of this resolution and that the streetlighting district created herein will be operated only in such portions of the MSBU until such construction is completed in other portions of the MSBU; provided that if such construction is only to be in portions of such MSBU, a complete legal description of the portion or portions developed be filed with the Clerk of the Board. After presentation and approval by the Board, it is understood and agreed between the County and the Developers that (if applicable) as the subdivisions as shown in Exhibit "A" of this resolution expand the additional Additions, Phases, Sections, Units and/or etc., as the case may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration. It is further understood that the revised contract between the County and Duke Energy Florida, Inc. for Summerport Area subdivisions will not be effective until November 1, 2016. Streetlights installed prior to this date are the responsibility of the developer and not the County. It is further understood that only 393 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures at \$13.48 per fixture, per month, 365 - 16 foot single decorative victorian concrete poles at \$13.07 per pole, per month and 28 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole, per month are approved for this MSBU. Any additional streetlighting will be the responsibility of the developer.
- 3. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, the Board shall determine the estimated non-ad valorem assessment amount required to pay the standard expense of maintaining and operating the streetlighting equipment in the MSBU. This non-ad valorem assessment is levied for the first time as of **November**

- 1, 2016 and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenue generated by the assessment. The property owners within Summerport Area subdivisions shall pay any cost exceeding standard operating and maintenance expense as determined by the Board. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem assessments subject to the provision of Section 197,3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such assessments have been collected. The estimated annual cost of operating, maintaining, and administering such streetlighting equipment, including the establishment and maintenance of an appropriate reserve for cash balance, is \$117,990.00 and the estimated annual charge to each individual freeholder is \$90.00. Proceeds of collection of such assessments as provided hereinafter put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.
- Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be owned by individual freeholders, according to the recorded plats of Summerport Area subdivisions, Plat Books and Pages as shown in Exhibit "A" of this resolution, such sums as shall be necessary to pay the estimated expense of the annual operation and maintenance of such streetlighting equipment and administration of the district and appropriate reserves for cash balance for paying expenses, provided that such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount towards such cost. After the adoption of the non-ad valorem special assessment by the Board, the Property Appraiser shall extend the assessment upon the non-ad valorem assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify the non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the said non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. Said non-ad valorem special assessments, when collected by the Tax Collector shall be remitted to the Board, who shall deposit the same in such depository as shall be designated by the

Board who shall apply the same to monthly bills rendered by Duke Energy Florida, Inc., related administrative costs, and to the establishment and maintenance of an appropriate reserve for cash balance. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs for having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, Section 197.3632, Florida Statutes, will be used.

- 5. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector as provided by Florida Law.
- 6. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU assessments.
- 7. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.
- 8. The Board of County Commissioners shall be the governing board of said Municipal Service Benefit Unit.
- 9. This resolution which amends and restates the Resolution recorded in Official Records Book 10921, Pages 0067 through 0072, is controlling and supersedes the Resolution recorded in Official Records Book 10921, Pages 0067 through 0072, Public Records of Orange County, Florida.

ADOPTED	THIS DAY OF	, 2016	
ORANGE C	COUNTY, FLORIDA		
BY:	ORANGE COUNTY MAYOR		
DATE:			
ATTEST:	Martha O. Haynie, County Comptroller as Clerk of the Board of County Commissioners		
BY:	DEPUTY CLERK		

### Summerport Area Subdivisions Exhibit "A"

			Total 2016	1,311
Summerport Trail - Phase 2	14-23-27-8431	85/64-65	Lots 16 through 40	25
			Future Development	
Cultimerport Trail	14-23-27-0430	02/129-130	Tracts A through D	10
Summerport Trail	14-23-27-8430	82/129-130	Lots 1 through 15	15
Stillwater Crossings Parcel SC-13 Phase 2	15-23-27-8151	82/71-73	Lots 55 through 82	28
			Future Development	
-			Tract M	0
Stillwater Crossings Parcel SC-13 Phase 1	15-23-27-8150	79/91-94	Lots 1 through 54	54
Eden's Hammock	15-23-27-1540	62/134-143	Lots 1 through 140	140
Tennyson Park at Summerport	15-23-27-8473	61/120-125	Lots 1 through 82	82
Summerport Phase 5	10-23-27-8394	58/124-134	Lots 1 through 294	294
Summerport Phase 3	14-23-27-8393	56/9-17	Lots 1 through 267	267
Summerport Phase 4	15-23-27-8391	55/26-33	Lots 1 through 110	110
Summerport Phase 2	10-23-27-8390	54/104-111	Lots 1 through 118	118
Summerport Phase 1	10-23-27-8389	53/1-8	Lots 1 through 178	178
	Subcode			Lots
	Range	Page(s)		of
Subdivision Name	Township	Plat Book /	Property Boundaries	Number
	Section			

### Summerport Area Inventory Exhibit "B"

Road Areas	Fixtures and Poles
Summerport Phase 1	71 – 100 watt 9500 LHPS* ocala (acorn) fixtures
	71 – 16 foot single decorative victorian concrete poles
Summerport Phase 2	47 - 100 watt 9500 LHPS*ocala (acorn) fixtures
	47 – 16 foot single decorative victorian concrete poles
Summerport Phase 4	44 - 100 watt 9500 LHPS* ocala (acorn) fixtures
	44 – 16 foot single decorative victorian concrete poles
Summerport Phase 3	65 - 100 watt 9500 LHPS* ocala (acorn) fixtures
	65 – 16 foot single decorative victorian concrete pole
Summerport Phase 5	95 – 100 watt 9500 LHPS* ocala (acorn) fixtures
	95 – 16 foot single decorative victorian concrete poles
Tennyson Park at Summerport	11 – 100 watt 9500 LHPS* ocala (acorn) fixtures
	9 – 16 foot single colonial concrete poles
	2 – 16 foot single decorative victorian concrete poles
Eden's Hammock	19 - 100 watt 9500 LHPS* ocala (acorn) fixtures
	19 – 16 foot single colonial concrete poles
Stillwater Crossings Parcel SC-13 Phase 1	16 - 100 watt 9500 LHPS* ocala (acorn) fixtures
	16 - 16 foot single decorative victorian concrete poles
Stillwater Crossings Parcel SC-13 Phase 2	10 - 100 watt 9500 LHPS* ocala (acorn) fixtures
	10 - 16 foot single decorative victorian concrete poles
Summerport Trail	15 - 100 watt 9500 LHPS* ocala (acorn) fixtures
	15 - 16 foot single decorative victorian concrete poles
Total Inventory	393 – 100 watt 9500 LHPS* ocala (acorn) fixtures
	365 – 16 foot single decorative victorian concrete poles
	28 – 16 foot single colonial concrete poles

LHPS\* lumen high pressure sodium



#### OFFICE OF COMPTROLLER

#### INTEROFFICE MEMO

ORANGE COUNTY FLORIDA Martha O. Haynie, CPA County Comptroller

Finance and Accounting Department

Special Assessments

P O Box 38

Orlando, FL 32802 Telephone: 407-836-5770

Fax: 407-836-5753

Date:

April 20, 2016

To:

Mayor Teresa Jacobs

and

**Board of County Commissioners** 

From:

Margaret A. McGarrity, Chief Deputy Comptroller

Contact:

Ann Troutman, 407-836-5770

Subject:

Public Hearings to Amend the Existing Municipal Service Benefit Unit (MSBU) for

Maintenance of Retention Pond

MSBU District:

Summerport Trail and Summerport Trail - Phase 2

Applicant:

James Bagley

Encore Summerport Builders, LLC

Developer

District:

Commissioner Boyd, District 1

Report:

The attached resolution will amend the existing MSBU for maintenance of retention pond. The amendment will add the 25 lots of Summerport Trail - Phase 2 to the district. This will allow all of the 40 lots to be assessed

for maintenance of retention pond.

Retention Pond:

The estimated assessment for the amending MSBU for maintenance of retention pond is \$77.00 per lot, per year. Last year's assessment was

\$77.00 per lot.

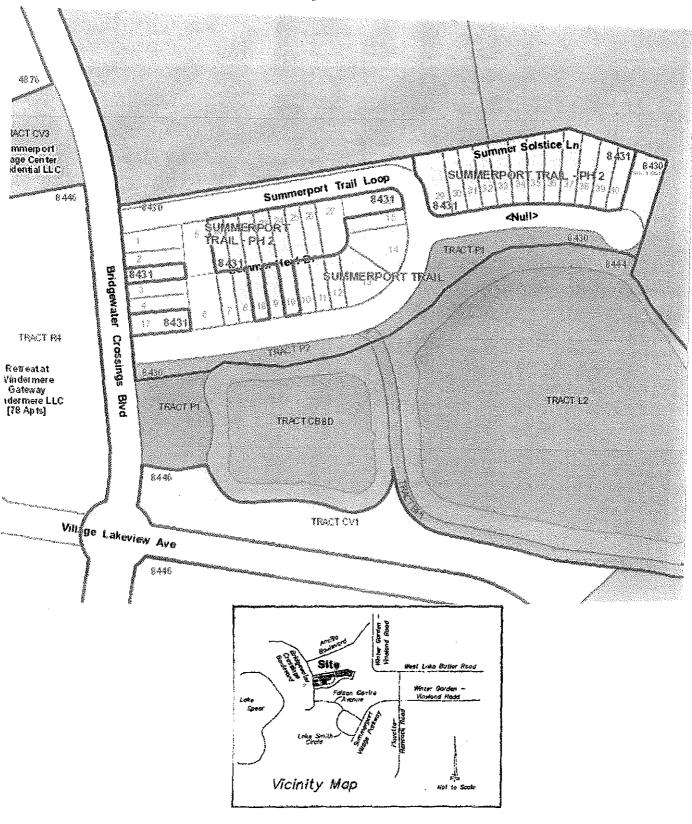
Effective Date:

The amending MSBU would be effective November 1, 2016.

Action Requested:

Approval of attached resolution for maintenance of retention pond.

### **Summerport Trail Phase 2**



RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
AMENDING AND RESTATING A
MUNICIPAL SERVICE BENEFIT UNIT
FOR MAINTENANCE OF
RETENTION POND
IN

### Summerport Trail and Summerport Trail - Phase 2 11/2016

WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated May 5, 2015, the Board established the Summerport Trai 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for maintenance of retention pond (hereinafter known as the "Resolution)", said Resolution being recorded in Official Records Book 10921, Pages 0095 through 0098, Public Records of Orange County, Florida; and

WHEREAS, the County has received a request, in writing, from James Bagley (hereinafter known as the "Developer") of Encore Summerport Builders, LLC for the amendment of such Resolution to combine and include the subdivisions which are more fully described below and in that portion of the unincorporated area of Orange County; and

WHEREAS, the Board has determined that the amendment of the MSBU, the purpose of which is to combine and include the subdivisions which are more fully described below to provide for maintenance of the county-dedicated retention pond as requested by the Developer, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties will be benefited, now and in the future, and that the MSBU should be amended.

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

- 1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
- 2. The **Summerport Trail 11/2015** Resolution for maintenance of retention pond, which is recorded in Official Records Book **10921**, Pages **0095** through **0098**, Public Records of Orange

County, Florida, is hereby amended as the Summerport Trail and Summerport Trail - Phase 2 11/2016 MSBU, subject to final adjustment and approval as provided in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions, the boundaries of which appear on the recorded plats of Summerport Trail and Summerport Trail - Phase 2 subdivisions, Plat Book 82, Pages 129 and 130 for Summerport Trail and Plat Book 85, Pages 64 through 65 for Summerport Trail - Phase 2, Section 14, Township 23, Range 27, and Lots 1 through 15 for Summerport Trail and Lots 16 through 40 for Summerport Trail - Phase 2; Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention pond located on Tract "CB 8D" located in the Summerport Village Center Parcel CB-8 for Summerport Trail and Summerport Trail - Phase 2 subdivisions, which pond has been dedicated to Orange County on the plats thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer understands that this MSBU is created solely for the purpose of maintaining the retention pond located on Tract "CB 8D" located in the Summerport Village Center Parcel CB-8 for Summerport Trail and Summerport Trail - Phase 2 subdivisions, and that no other pond or infrastructure improvements located within the Summerport Trail and Summerport Trail - Phase 2 subdivisions may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU.

- 3. The County shall perform or cause to be performed minimum maintenance services in the retention pond areas, which maintenance shall be limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention pond. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described herein.
- Upon completion of construction of the retention pond and the placement of this pond into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention pond in the MSBU. This nonad valorem special assessment is levied for the first time as of November 1, 2016, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention pond. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby amended and the County will be reimbursed to such extent at such time

as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance, is \$3,080.00, and the estimated annual non-ad valorem special assessment to each freeholder is \$77.00. Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

- 5. Upon completion of construction of the retention pond and the placement of this pond into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention pond and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessment upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessment may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, the Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.
- 6. The Board intents that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.
- 7. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

- 8. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.
- 9. It is understood and agreed between the County and the Developer that (if applicable) as the Summerport Trail and Summerport Trail Phase 2 subdivisions expand, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.
- 10. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.
- 11. This resolution which amends and restates the Resolution recorded in Official Records Book 10921, Pages 0095 through 0098, is controlling and supersedes the Resolution recorded in Official Records Book 10921, Pages 0095 through 0098, Public Records of Orange County, Florida.

ADOPTED T	HIS	DAY OF	, 2016
ORANGE CO	DUNTY, FLORIDA		
BY:			
	ORANGE COUNTY MA	AYOR	
DATE:			
ATTEST:	Martha O. Haynie, Cou as Clerk of the Board o	inty Comptroller of County Commissioners	
BY:	DEPUTY CLERK		



### OFFICE OF COMPTROLLER

#### INTEROFFICE MEMO

ORANGE COUNTY FLORIDA

Martha O. Haynie, CPA County Comptroller

Finance and Accounting Department

Special Assessments

P O Box 38

Orlando, FL 32802 Telephone: 407-836-5770 Fax: 407-836-5753

Date:

April 20, 2016

To:

Mayor Teresa Jacobs

and

**Board of County Commissioners** 

m.a.m/2005.

From:

Margaret A. McGarrity, Chief Deputy Comptroller

Contact:

Ann Troutman, 407-836-5770

Subject:

Public Hearings to Amend the Existing Municipal Service Benefit Unit (MSBU) for

Maintenance of Retention Ponds and for Streetlighting

MSBU District:

Watermark Area 11/2016

Applicant:

Clint Szubinski, Division President

Meritage Homes

Developer

District:

Commissioner Boyd, District 1

Report:

The attached resolutions will amend the existing MSBU's for maintenance of retention ponds and streetlighting. The amendment will add the 197 lots of Watermark Phase 1B, Watermark Phase 2A and Watermark Phase 2B1 to the district. This will allow all of the 251 lots to be assessed

for maintenance of retention ponds and streetlighting.

Retention Pond:

The estimated assessment for the amending MSBU for maintenance of retention ponds is \$77.00 per lot, per year. Last year's assessment was

\$77.00 per lot.

Streetlighting:

The streetlighting inventory will consist of 143 - 100 watt decorative ocala (acorn) fixtures with 143 - 16 foot single standard colonial concrete poles. The estimated assessment for the amending MSBU for streetlighting is \$178.00 per lot, per year. Last year's assessment was \$130.00 per lot.

Effective Date:

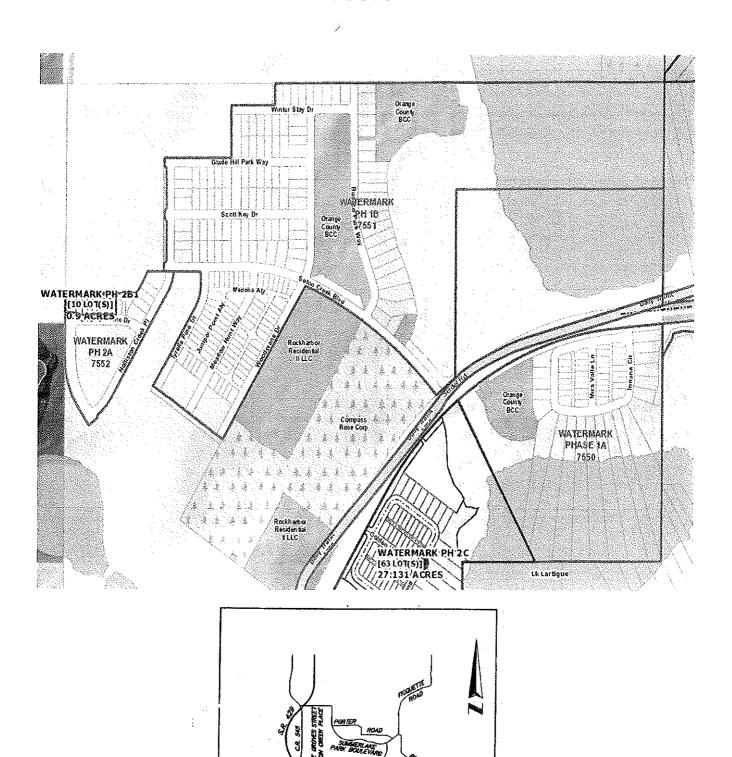
The amending MSBU's would be effective November 1, 2016.

Action Requested:

Approval of attached resolution for maintenance of retention ponds and

approval of attached resolution for streetlighting.

# Watermark Area 11/2016



RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
AMENDING AND RESTATING A
MUNICIPAL SERVICE BENEFIT UNIT
FOR MAINTENANCE OF
RETENTION PONDS
IN

## Watermark Area 11/2016

"County") pursuant to its charter; and

WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the

WHEREAS, by the Resolution dated March 10, 2015, the Board established the Watermark Phase 1A 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for maintenance of retention ponds (hereinafter known as the "Resolution)", said Resolution being recorded in Official Records Book 10893, Pages 0399 through 0402, Public Records of Orange County, Florida; and

WHEREAS, the County has received a request, in writing, from Clint Szubinski, Division President (hereinafter known as the "Developer") of Meritage Homes for the amendment of such Resolution to combine and include the subdivisions which are more fully described below as shown in "Exhibit A" of this resolution and in that portion of the unincorporated area of Orange County; and

WHEREAS, the Board has determined that the amendment of the MSBU, the purpose of which is to combine and include the subdivisions which are more fully described below as shown in "Exhibit A" of this resolution to provide for maintenance of the county-dedicated retention ponds as requested by the Developer, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties will be benefited, now and in the future, and that the MSBU should be amended,

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

- 1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
- 2. The **Watermark Phase 1A 11/2015** Resolution for maintenance of retention ponds, which is recorded in Official Records Book **10893**, Pages **0366 through 0369**, Public Records of Orange

County, Florida, is hereby amended as the Watermark Area 11/2016 MSBU, subject to final adjustment and approval as provided in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions, the boundaries of which appear on the recorded plats of Watermark Phase 1A, Watermark Phase 1B, Watermark Phase 2A and Watermark Phase 2B1 subdivisions. Plat Books, Pages, Sections, Townships, Ranges, and Lots as shown in "Exhibit A" of this resolution, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention ponds located on Tract B of Watermark Phase 1A and Tracts SW-1, SW-2 and SW-3 of Watermark Phase1B for Watermark Phase 1A, Watermark Phase 1B, Watermark Phase 2A and Watermark Phase 2B1 subdivisions, which ponds have been dedicated to Orange County on the plats thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developer understands that this MSBU is created solely for the purpose of maintaining the retention ponds located on Tract B of Watermark Phase 1A and Tracts SW-1, SW-2 and SW-3 of Watermark Phase 1B for Watermark Phase 1A. Watermark Phase 1B, Watermark Phase 2A and Watermark Phase 2B1 subdivisions, and that no other ponds or infrastructure improvements located within the Watermark Area subdivisions as shown in Exhibit A of this resolution may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU.

- 3. The County shall perform or cause to be performed minimum maintenance services in the retention pond areas, which maintenance shall be limited to moving, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention ponds. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described herein.
- 4. Upon completion of construction of the retention ponds and the placement of those ponds into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention ponds in the MSBU. This nonad valorem special assessment is levied for the first time as of November 1, 2016, and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention ponds. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and

administer the MSBU hereby amended and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance, is \$19,327.00, and the estimated annual non-ad valorem special assessment to each freeholder is \$77.00. Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

- 5. Upon completion of construction of the retention ponds and the placement of those ponds into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention ponds and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessment upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessment may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, the Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197,3632, Florida Statutes, shall be used.
- 6. The Board intents that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.
- 7. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.

  8. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected

property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice. however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.

- 9. It is understood and agreed between the County and the Developer that (if applicable) as the Watermark Area subdivisions as shown in Exhibit A of this resolution expand, the additional Additions. Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.
- 10. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.
- 11. This resolution which amends and restates the Resolution recorded in Official Records Book 10893, Pages 0366 through 0369, is controlling and supersedes the Resolution recorded in Official Records Book 10893, Pages 0366 through 0369, Public Records of Orange County, Florida.

ADOPTED THIS		DAY OF	, 2016
ORANGE C	OUNTY, FLORIDA		
BY:	ORANGE COUNTY	MAYOR	
DATE:			· · · · · · · · · · · · · · · · · · ·
ATTEST:	Martha O. Haynie, C as Clerk of the Boar	County Comptroller d of County Commission	ers
BY:	DEPUTY CLERK		

### Watermark Area 11/2016 Subdivisions Exhibit "A"

Watermark Phase 1A Watermark Phase 1B	84/1-3 <b>84/32-37</b>	04-24-27-7550 <b>04-24-27-7551</b>	Lots 1-54	54 <b>183</b>
Watermark Phase 2A	86/42-43	04-24-27-7552	Lots 238-243	6
Watermark Phase 2B1	87/74-75	04-24-27-7554	Lots 244-251	8
				251

RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
AMENDING AND RESTATING A
MUNICIPAL SERVICE BENEFIT UNIT
FOR STREETLIGHTING
FOR

## Watermark Area 11/2016

WHEREAS, Section 125.01 (1) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County, and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board"), is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated March 10, 2015, the Board established the Watermark Phase 1A 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for streetlighting (hereinafter known as the "Resolution"), said Resolution being recorded in Official Records Book 10893, Pages 0399 through 0402, Public Records of Orange County, Florida; and

WHEREAS, the County has now received a request, in writing, from Clint Szubinski, Division President (hereinafter known as the "Developer") of Meritage Homes for the amendment of such Resolution to combine and include the subdivisions which are more fully described as shown in "Exhibit A" of this resolution in that portion of the unincorporated area of Orange County and to increase the existing streetlighting inventory from 20 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures and 20 - 16 foot single standard decorative ocala (acorn) fixtures with 143 - 16 foot single standard decorative colonial concrete poles; and

WHEREAS, this Board has determined that the amendment and restatement of the existing MSBU, the purpose of which is to combine and include the subdivisions which are more fully described as shown in "Exhibit A" of this resolution and to increase the existing streetlighting inventory as requested by the Developer, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired and in the public interest, and that the properties will be benefited, now and in the future, and that the existing MSBU should be amended and restated to combine said subdivisions as shown in "Exhibit A" of this resolution and to increase the existing streetlighting inventory; and

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

- 1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
- The Watermark Phase 1A 11/2015 Resolution for streetlighting which is recorded in Official 2. Records Book 10893, Pages 0399 through 0402, Public Records of Orange County, Florida, is hereby amended as the Watermark Area 11/2016 MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions, the boundaries of which appear on the recorded plats of Watermark Phase 1A. Watermark Phase 1B, Watermark Phase 2A and Watermark Phase 2B1 subdivisions, Plat Books, Pages, Sections, Township, Ranges and Lots as shown in Exhibit "A" of this resolution. Public Records of Orange County, Florida and to increase the streetlighting inventory which is more fully described below. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds as may be necessary to pay the annual expense of standard operation and maintenance of streetlighting equipment within the MSBU, including energy charges. streetlighting fixtures, poles, wires, conduits, and all appurtenances necessary for such streetlighting, electrical services and current used in their operation, and for payment of administrative costs and appropriate reserves for cash balance. It is the understanding of the County that Duke Energy Florida, Inc. is to construct, or has constructed in accordance with standards approved by the Orange County Public Works Division, all necessary streetlighting equipment at no expense to the County, prior to or during construction of those portions of Watermark Area subdivisions as shown in "Exhibit A" of this resolution and that Duke Energy Florida, Inc. will assume standard maintenance and operation of such equipment, subsequent to such construction, including computation of the annual and monthly charges for such standard maintenance and operation. Such equipment is to include 143 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures at \$13.18 per fixture, per month and 143 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole, per month for a yearly rate of \$39,009.45, which includes energy costs and excludes the cost of administering the district as set out below, or at a rate or rates as may be set by the properly constituted legal authorities who control, govern and set the rates for Duke Energy Florida, Inc. for the services described herein. It is further understood by the County that Duke Energy Florida, Inc. may construct such streetlighting equipment only in those portions of the MSBU as may be necessary concurrent with the development of Watermark Area subdivisions as shown in "Exhibit A" of this resolution and that the streetlighting district created herein will be operated only in such portions of the MSBU until such construction is completed in other portions of the MSBU; provided that if such construction is only to be in portions of such MSBU, a complete legal description of the portion or portions developed be filed with the Clerk of the Board. After presentation and approval by the Board, it is understood and agreed between the County and the Developer that (if applicable) as Watermark Area subdivisions as shown in "Exhibit A" of this resolution expand, the additional Additions, Phases, Sections, Units and/or etc., as the case may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration. It is further understood that the revised contract between the County and Duke Energy Florida, Inc. for Watermark Area subdivisions will not be effective until November 1, 2016. Streetlights installed prior to this date are the responsibility of the developer and not the County. It is further understood that only 143 - 100 watt 9500 lumen high pressure sodium decorative ocala (acorn) fixtures at \$13.89 per fixture, per month and 143 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole, per month are approved for this MSBU. Any additional streetlighting will be the responsibility of the developer.
- 3. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, the Board shall determine the estimated non-ad valorem

assessment amount required to pay the standard expense of maintaining and operating the streetlighting equipment in the MSBU. This non-ad valorem assessment is levied for the first time as of November 1, 2016 and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenue generated by the assessment. The property owners within Watermark Area subdivisions as shown in "Exhibit A" of this resolution shall pay any cost exceeding standard operating and maintenance expense as determined by the Board. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem assessments subject to the provision of Section 197.3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such assessments have been collected. The estimated annual cost of operating, maintaining, and administering such streetlighting equipment, including the establishment and maintenance of an appropriate reserve for cash balance, is \$44,678.00 and the estimated annual charge to each individual freeholder is \$178.00. Proceeds of collection of such assessments as provided hereinafter put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

Upon completion of construction of such streetlighting equipment and the placement of 4. such equipment into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be owned by individual freeholders, according to the recorded plats of Watermark Area subdivisions as shown in Exhibit "A" of this resolution, Plat Books and Pages as shown in Exhibit "A" of this resolution, such sums as shall be necessary to pay the estimated expense of the annual operation and maintenance of such streetlighting equipment and administration of the district and appropriate reserves for cash balance for paying expenses, provided that such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount towards such cost. After the adoption of the non-ad valorem special assessment by the Board, the Property Appraiser shall extend the assessment upon the non-ad valorem assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify the non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the said non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights,

discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. Said non-ad valorem special assessments, when collected by the Tax Collector shall be remitted to the Board, who shall deposit the same in such depository as shall be designated by the Board who shall apply the same to monthly bills rendered by Duke Energy Florida, Inc., related administrative costs, and to the establishment and maintenance of an appropriate reserve for cash balance. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs for having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, Section 197.3632, Florida Statutes, will be used.

- 5. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector as provided by Florida Law.
- 6. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU assessments.
- 7. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.
- 8. The Board of County Commissioners shall be the governing board of said Municipal Service Benefit Unit.
- 9. This resolution which amends and restates the resolutions recorded in Official Records Book 10893 Pages 0399 through 0402, is controlling and supersedes the resolution recorded in Official Records Book 10893 Pages 0399 through 0402, Public Records of Orange County, Florida.

ADOPTED	THIS	DAY OF	, 2016
ORANGE C	COUNTY, FLORIDA		
BY:	ORANGE COUNT	Y MAYOR	
DATE:			
ATTEST:		County Comptroller ard of County Commissione	ers
BY:	DEPUTY CLERK		

### Watermark Area 11/2016 Subdivisions Exhibit "A"

				251
Watermark Phase 2B1	87/74-75	04-24-27-7554	Lots 244-251	8
Watermark Phase 2A	86/42-43	04-24-27-7552	Lots 238-243	6
Watermark Phase 1B	84/32-37	04-24-27-7551	Lots 55-237	183
Watermark Phase 1A	84/1-3	04-24-27-7550	Lots 1-54	54
Subdivisions	Plat Book / Pages	Section Township Range Subcode	Lots / Blocks / Buildings / Tracts / Units	Lot Count



#### OFFICE OF COMPTROLLER

#### INTEROFFICE MEMO

ORANGE COUNTY **FLORIDA**  Martha O. Havnie, CPA **County Comptroller** 

Finance and Accounting Department

Special Assessments

P O Box 38

Orlando, FL 32802 Telephone: 407-836-5770 Fax: 407-836-5753

Date:

April 20, 2016

To:

Mayor Teresa Jacobs

Board of County Commissioners

M.C.MITA

From:

Margaret A. McGarrity, Chief Deputy Comptroller

Contact:

Ann Troutman, 407-836-5770

Subject:

Public Hearings to Amend the Existing Municipal Service Benefit Unit (MSBU) for

Maintenance of Retention Pond(s) and for Streetlighting

MSBU District:

Windermere Trails Area

Applicant:

Jeremy Camp, Director, Land Development

**Beazer Homes Corporation** 

Clint Szubinski, Division President Meritage Homes of Florida, Inc.

**Developers** 

District:

Commissioner Boyd, District 1

Report:

The attached resolutions will amend the existing MSBU's for maintenance of retention pond(s) and streetlighting. The amendment will add the lots of Windermere Trails Phase 3B, Windermere Trails Phase 4A and Clubhouse at Windermere Trails subdivsions. This will allow all of the 716 lots to be assessed for maintenance of retention pond(s) and

streetlighting.

Retention Pond:

The estimated assessment for the amending MSBU for maintenance of retention pond(s) is \$77.00 per lot, per year. Last year's assessment was

\$77.00 per lot.

Streetlighting:

The streetlighting inventory will consist of 240 - 100 watt decorative sebring (salem) fixtures with 240 - 16 foot single standard decorative colonial concrete poles. The estimated assessment for the amending MSBU for streetlighting is \$92.00 per lot, per year. Last year's

assessment was \$102.00 per lot.

Effective Date:

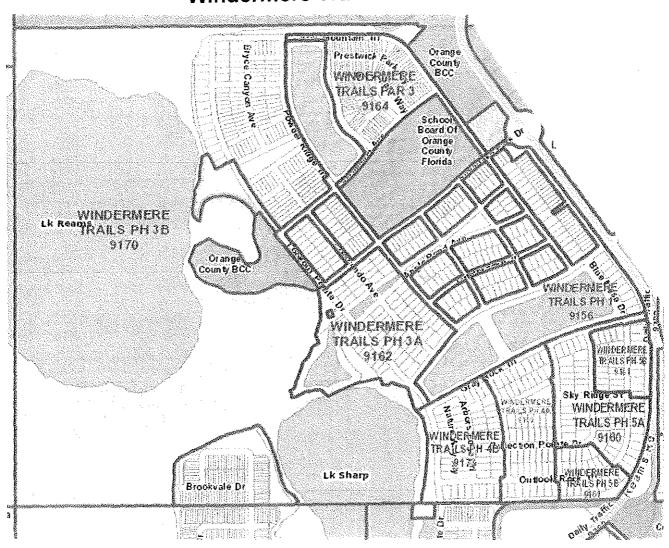
The amending MSBU's would be effective November 1, 2016.

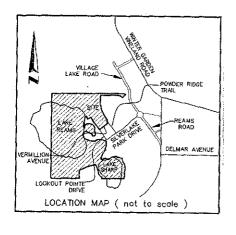
Action Requested:

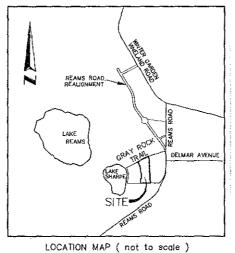
Approval of attached resolution for maintenance of retention pond(s) and

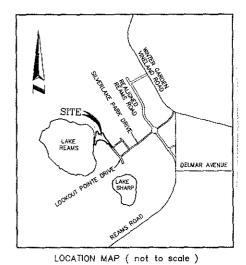
approval of attached resolution for streetlighting.

### Windermere Trails Area









Phase 3B

Phase 4A

Clubhouse

RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
AMENDING AND RESTATING A
MUNICIPAL SERVICE BENEFIT UNIT
FOR MAINTENANCE OF
RETENTION PONDS
IN

## Windermere Trails Area 11/2016

with County Dedicated Easements

WHEREAS, Section 125.01 (01) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County; and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem special assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board") is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated March 24, 2015, the Board established the Windermere Trails Area 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for maintenance of retention ponds (hereinafter known as the "Resolution)", said Resolution being recorded in Official Record Book 10898, Pages 2507 through 2511, Public Records of Orange County, Florida; and

WHEREAS, the County has received a request, in writing, from Jeremy Camp, Director, Land Development with Beazer Homes Corporation, and Clint Szubinski, Division President (hereinafter known as the "Developers") of Meritage Homes of Florida, Inc.for the amendment of such Resolution to combine and include the subdivisions which are more fully described as shown in "Exhibit "A" of this resolution and in that portion of the unincorporated area of Orange County; and

WHEREAS, the Board has determined that the amendment of the MSBU, the purpose of which is to combine and include the subdivisions which are more fully described as shown in Exhibit "A" of this resolution and to provide for minimum maintenance of Tracts C, J, and ZZ and as noted in Plat Book 76, Page 76 Windermere Trails Phase 1 in the dedication "drainage easements ... to the perpetual use of the public." and as shown on Plat Book 76, Page 77 in the Surveyor's Notes "3. Tracts C, J, and ZZ, (Stormwater Tract) shall be owned and maintained by the WINDERMERE TRAILS Homeowners Association (the Association) pursuant to the Declaration. Drainage easements over said Tract are hereby reserved to Orange County, Florida". Per Plat Book 83, Page 1 Windermere Trails Phase 3A in the dedication "drainage easements... to the perpetual use of the public." and as shown on Plat Book 83, Page 1 Windermere Trails Phase 3 in the Surveyor's Notes "5. Tract SH-7 (Stormwater Tract) shall be owned and maintained by the Association pursuant to the Declaration. A drainage easement over said Tract is hereby dedicated to

**Orange County, Florida.**", - Tract SH-7 (Windermere Trails Phase 3A Plat Book 83 Page 1) formerly known as Tract C (Windermere Trails Phase 1 Plat Book 76 Page 76), Public Records of Orange County, Florida, together with the other information pertaining to the operation of the amended MSBU submitted therewith, to be feasible, necessary to facilitate the services desired, and in the public interest, and that the properties within Windermere Trails subdivisions as shown in Exhibit "A" of this resolution will be benefited, now and in the future, and that the MSBU should be amended; and

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

- 1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
- 2. The Windermere Trails Area 11/2015 Resolution for maintenance of retention ponds, which is recorded in Official Records Book 10898, Pages 2507 through 2511, Public Records of Orange County, Florida, is hereby amended as the Windermere Trails Area 11/2016 MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions, the boundaries of which appear on the recorded plats of Windermere Trails Area subdivisions, Plat Books, Pages, Sections, Townships, Ranges, and Lots as shown in Exhibit "A" of this resolution, Public Records of Orange County, Florida. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds to be used by the County as may be necessary for the payment of administrative costs and appropriate reserves for cash balance and the minimum maintenance services to be performed on the retention ponds located on Tract "J" and Tract "ZZ" of Windermere Trails Phase 1 and Tract "SH-7" of Windermere Trails Phase 3A (previously known as Tract "C") for the Windermere Trails subdivisions as shown in Exhibit "A" of this resolution, which ponds are owned by the Association and have easements dedicated to Orange County on the plats thereof and constructed in accordance with standards approved by the Orange County Public Works Division. The Developers and the Association understands that this MSBU is created solely for the purpose of maintaining the retention ponds located on Tract "J" and Tract "ZZ" of Windermere Trails Phase 1 and Tract "SH-7" (previously known as Tract "C") of Windermere Trails Phase 3A of the Windermere Trails subdivisions as shown in Exhibit "A" of this resolution, and that no other ponds or infrastructure improvements located within the Windermere Trails subdivisions as shown in Exhibit "A" of this resolution may be maintained, constructed, reconstructed, improved, or repaired with the non-ad valorem special assessments collected from this MSBU and used by the County.
- 3. The County shall perform or cause to be performed minimum maintenance services in the retention pond areas, which maintenance may include but not limited to mowing, weed control, mosquito control, maintenance and repair of the structural integrity of control devices, and periodic major repairs and improvements to the retention area, and/or equipment/tools and their maintenance and replacement needed for services described herein. Such maintenance shall not include curb and paved roadway maintenance and repair, signage maintenance and repair, or maintenance of or replacement of landscaping improvements. The County may subcontract with any party for the performance of the maintenance services described.
- 4. Upon completion of construction of the retention ponds and the placement of those ponds into operation, the Board shall determine the estimated non-ad valorem special assessment amount required to pay the expense of maintaining and operating the retention ponds in the MSBU. This non-ad valorem special assessment is levied for the first time as of **November 1, 2016**, and will be levied

each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the non-ad valorem special assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenues generated by the non-ad valorem special assessments. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem special assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem special assessments subject to the provision of Section 197,3632, Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available and a cash reserve for periodic major repairs and improvements to the retention ponds. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such non-ad valorem special assessments have been collected. The estimated annual cost of operating, maintaining, and administering the MSBU, including the establishment and maintenance of an appropriate reserve for cash balance and periodic major repairs and improvements as needed on a rotation basis established by Public Works, is \$55,132.00, and the estimated annual non-ad valorem special assessment to each freeholder is \$77.00. Proceeds of collection of such non-ad valorem special assessments as provided hereinafter are to be put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.

Upon completion of construction of the retention ponds and the placement of those ponds into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be necessary to pay the estimated expense of the maintenance of the retention ponds and the administration of the MSBU. Such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount toward such maintenance. After the adoption of the non-ad valorem special assessment roll by the Board, the Property Appraiser shall extend the non-ad valorem special assessments upon the non-ad valorem special assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such non-ad valorem special assessment may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify said non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs of having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of

certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments, Section 197.3632, Florida Statutes, shall be used.

- 6. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the non-ad valorem special assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector, as provided by Florida Law. If a contract is signed between a subcontractor for maintenance service and Orange County, the effective date of enactment of the contract will coincide with the receipt of the collection of the MSBU non-ad valorem special assessments.
- 7. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU non-ad valorem special assessments.
- 8. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.
- 9. It is understood and agreed between the County and the Developer that (if applicable) as the Windermere Trails Area subdivisions as shown in Exhibit "A" of this resolution expand, the additional Additions, Phases, Sections, Units, and/or etc., as the case may be, may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration.
- 10. The Board of County Commissioners shall be the governing board of this Municipal Service Benefit Unit.
- 11. This resolution which amends and restates the Resolution recorded in Official Records Book 10898, Pages 2507 through 2511, is controlling and supersedes the Resolution recorded in Official Records Book 10898, Pages 2507 through 2511, Public Records of Orange County, Florida.

ADOPTED T	HIS	DAY OF	
ORANGE CO	DUNTY, FLORIDA		
BY:	ORANGE COUNTY M	1AYOR	
DATE:			
ATTEST:		unty Comptroller of County Commissioners	
BY:	DEPUTY CLERK		<u></u>

### Windermere Trails Area Subdivisions Exhibit "A"

	EXHID	IL A		
		Section		
Subdivisions	Plat Books	Township	Lots / Blocks /	Lot
	/ Pages	Range	Buildings / Tract /	Count
		Subcode	Units	
Windermere Trails Phase 1	76/76-89	36-23-27-9156	Lots 109 through 115	0
			Lots 136 through 146	0
			Lots 234 through 297	0
			Lots 378 through 525	0
			Lots 526 through 534	9
Windermere Trails Phase 1A	77/97-99	36-23-27-9157	Lots 421 through 453	33
Windermere Trails Phase 1B	78/70-71	36-23-27-9158	Lots 391 through 416	26
Windermere Trails Phase 1C	80/15-19	36-23-27-9159	Lots 1 through 154	154
Windermere Trails Phase 5A	80/99-101	36-23-27-9160	Lots 1 through 55	55
Windermere Trails Phase 3A	83/1-5	36-23-27-9162	Lots 309 through 377	69
Windermere Trails Phase 5B	81/32-35	36-23-27-9161	Lots 56 through 106	51
Windermere Trails Parcel 3	83/125-128	36-23-27-9164	Lots 1 through 120	120
			Total	517
Windermere Trails Phase 3B	85/133-142	36-23-27-9170	Lots 1 through 145	145
Windermere Trails Phase 4A	84/70-71	36-23-27-9169	Lots 107 through160	54
Clubhouse at Windermere Trails	84/38-39	36-23-27-1315	Lot 1	0
				716
		·	·	

RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
AMENDING AND RESTATING A
MUNICIPAL SERVICE BENEFIT UNIT
FOR STREETLIGHTING
FOR

## Windermere Trails Area 11/2016

WHEREAS, Section 125.01 (1) (q), Florida Statutes, grants Orange County the power to establish Municipal Service Benefit Units (hereinafter known as the "MSBU") for any part of the unincorporated areas of Orange County, and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the levy, collection, and enforcement of non-ad valorem assessments in the same manner as ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, (hereinafter known as the "Board"), is the governing board of Orange County, Florida (hereinafter known as the "County") pursuant to its charter; and

WHEREAS, by the Resolution dated March 24, 2015, the Board established the Windermere Trails Area 11/2015 Municipal Service Benefit Unit (hereinafter known as the "MSBU") for streetlighting (hereinafter known as the "Resolution"), said Resolution being recorded in Official Records Book 10898, Pages 2502 through 2506, Public Records of Orange County, Florida; and

WHEREAS, the County has now received a request, in writing, from Jeremy Camp, Director, Land Development with Beazer Homes Corporation and Clint Szubinski, Division President (hereinafter known as the "Developers") of Meritage Homes of Florida, Inc.for the amendment of such Resolution to combine and include the subdivisions which are more fully described as shown below in Exhibit "A" of this resolution and in that portion of the unincorporated area of Orange County and to increase the existing streetlighting inventory from 180 - 100 watt 9500 lumen high pressure sodium decorative sebring (salem) fixtures and 180 - 16 foot single standard decorative colonial concrete poles to 240 - 100 watt 9500 lumen high pressure sodium decorative sebring (salem) fixtures with 240 - 16 foot single standard decorative colonial concrete poles; and

WHEREAS, this Board has determined that the amendment and restatement of the existing MSBU, the purpose of which is to combine and include the subdivisions which are more fully described as shown below in Exhibit "A" of this resolution and to increase the existing streetlighting inventory as requested by the Developers, together with the other information pertaining to the operation of the proposed MSBU submitted therewith, to be feasible, necessary to facilitate the services desired and in the public interest, and that the properties will be benefited, now and in the future, and that the existing MSBU should be amended and restated to combine said subdivisions and to increase the existing streetlighting inventory; and

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

- 1. The foregoing "WHEREAS" clauses are presumed to be true and correct and are hereby incorporated into the text of the resolution.
- 2. The Windermere Trails Area 11/2015 Resolution for streetlighting which is recorded in Official Records Book 10898, Pages 2502 through 2506, Public Records of Orange County, Florida, is hereby amended as the Windermere Trails Area 11/2016 MSBU, subject to final adjustment and approval as provided for in Section 197.3632, Florida Statutes. This MSBU is to combine and include said subdivisions, the boundaries of which appear on the recorded plats of Windermere Trails Area subdivisions, Plat Books, Pages, Sections, Townships, Ranges and Lots as shown in Exhibit "A" of this resolution. Public Records of Orange County, Florida and to increase the streetlighting inventory which is more fully described below. The purpose of such MSBU is to provide for collection and disbursal by the County of such funds as may be necessary to pay the annual expense of standard operation and maintenance of streetlighting equipment within the MSBU, including energy charges, streetlighting fixtures, poles, wires, conduits, and all appurtenances necessary for such streetlighting, electrical services and current used in their operation, and for payment of administrative costs and appropriate reserves for cash balance. It is the understanding of the County that Duke Energy Florida, Inc. is to construct, or has constructed in accordance with standards approved by the Orange County Public Works Division, all necessary streetlighting equipment at no expense to the County, prior to or during construction of those portions of Windermere Trails Area subdivisions as shown in Exhibit "A" of this resolution and that Duke Energy Florida, Inc. will assume standard maintenance and operation of such equipment, subsequent to such construction, including computation of the annual and monthly charges for such standard maintenance and operation. Such equipment is to include 240 - 100 watt 9500 lumen high pressure sodium decorative sebring (salem) fixtures at \$11.82 per fixture, per month and 240 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole, per month for a yearly rate of \$61,445.76, which includes energy costs and excludes the cost of administering the district as set out below, or at a rate or rates as may be set by the properly constituted legal authorities who control, govern and set the rates for Duke Energy Florida, Inc. for the services described herein. It is further understood by the County that Duke Energy Florida, Inc. may construct such streetlighting equipment only in those portions of the MSBU as may be necessary concurrent with the development of the Windermere Trails Area subdivisions as shown in Exhibit "A" of this resolution and that the streetlighting district created herein will be operated only in such portions of the MSBU until such construction is completed in other portions of the MSBU; provided that if such construction is only to be in portions of such MSBU, a complete legal description of the portion or portions developed be filed with the Clerk of the Board. After presentation and approval by the Board, it is understood and agreed between the County and the Developers that (if applicable) as Windermere Trails Area subdivisions as shown in Exhibit "A" of this resolution expand the additional Additions, Phases, Sections, Units and/or etc., as the case may be permitted to join into this Resolution under the same terms and conditions as represented herein, by presenting an appropriate amendatory resolution to the Board for consideration. It is further understood that the revised contract between the County and Duke Energy Florida, Inc. for Windermere Trails Area subdivisions as shown in Exhibit "A" of this resolution will not be effective until November 1, 2016. Streetlights installed prior to this date are the responsibility of the developers and not the County. It is further understood that only 240 - 100 watt 9500 lumen high pressure sodium decorative sebring (salem) fixtures at \$11.82 per fixture, per month and 240 - 16 foot single standard decorative colonial concrete poles at \$8.99 per pole, per month are approved for this MSBU. Any additional streetlighting will be the responsibility of the developers.
- 3. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, the Board shall determine the estimated non-ad valorem assessment amount required to pay the standard expense of maintaining and operating the streetlighting equipment in the MSBU. This non-ad valorem assessment is levied for the first time as of **November**

- 1, 2016 and will be levied each and every year thereafter until discontinued by the Board. The Board may increase or decrease the amount of the assessment by twenty percent (20%) each and every year thereafter to any affected property based on the benefit, which the Board will provide or has provided to the property with the revenue generated by the assessment. The property owners within Windermere Trails Area subdivisions as shown in Exhibit "A" of this resolution shall pay any cost exceeding standard operating and maintenance expense as determined by the Board. It is the intent of the County that the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, as Section 197.3632, Florida Statutes, grants, shall be used for collecting the non-ad valorem assessments. One and one half dollars (\$1.50) for each lot or parcel of land shall be added by the Board to cover the costs of administering the MSBU and the total amount so determined shall be specially assessed against the real property of the freeholders in the MSBU as provided hereafter. Additional amounts will be added to provide for reimbursement of necessary administrative costs incurred by the Property Appraiser and Tax Collector for the collection of non-ad valorem assessments subject to the provision of Section 197.3632. Florida Statutes, and for the establishment and maintenance of a reserve for cash balance for the purpose of paying expenses from October 1 of the ensuing fiscal year until the time when the revenue for that year are expected to be available. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County may spend from its general fund, such sums as may be necessary to operate, maintain, and administer the MSBU hereby created and the County will be reimbursed to such extent at such time as such assessments have been collected. The estimated annual cost of operating, maintaining, and administering such streetlighting equipment, including the establishment and maintenance of an appropriate reserve for cash balance, is \$65,872.00 and the estimated annual charge to each individual freeholder is \$92.00. Proceeds of collection of such assessments as provided hereinafter put into a special revenue fund of the County to the credit of the MSBU, and are to be used only by the district as provided herein.
- 4. Upon completion of construction of such streetlighting equipment and the placement of such equipment into operation, and for each and every year thereafter, a non-ad valorem special assessment roll setting forth a description of each lot or parcel of land subject to the non-ad valorem special assessments in the MSBU as provided herein, including homesteads, shall be prepared by the Property Appraiser and delivered to the Board, which shall levy a non-ad valorem special assessment upon such lots or parcels as may be owned by individual freeholders, according to the recorded plats of Windermere Trails Area subdivisions as shown in Exhibit "A" of this resolution. Plat Books and Pages as shown in Exhibit "A" of this resolution, such sums as shall be necessary to pay the estimated expense of the annual operation and maintenance of such streetlighting equipment and administration of the district and appropriate reserves for cash balance for paying expenses, provided that such sums shall be assessed against the real property of each individual freeholder on a pro rata basis, and not on an ad valorem basis, so that each freeholder shall, at all times, pay an equal amount towards such cost. After the adoption of the non-ad valorem special assessment by the Board, the Property Appraiser shall extend the assessment upon the non-ad valorem assessment roll, which roll shall be fully completed prior to the time said Board sits as the Board of Tax Adjustment, during which time such assessments may be protested, reviewed, equalized, and adjusted to conform to the provisions of Sections 197.3632 and 197.3635, Florida Statutes. After adjournment as the Board of Tax Adjustment, said Board shall certify the non-ad valorem special assessment roll in the same manner and at the same time as the County Tax Roll is certified and delivered to the Tax Collector, and the said non-ad valorem special assessments shall be collected in the same manner and shall have the same priority rights, discounts for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment, and be subject to the same delinquent interest and penalties, and be treated in all respects the same as County ad valorem taxes. Said non-ad valorem special

assessments, when collected by the Tax Collector shall be remitted to the Board, who shall deposit the same in such depository as shall be designated by the Board who shall apply the same to monthly bills rendered by Duke Energy Florida, Inc., related administrative costs, and to the establishment and maintenance of an appropriate reserve for cash balance. From the proceeds of said non-ad valorem special assessments, the Board shall pay the costs for having a non-ad valorem special assessment roll made and extended. The Tax Collector's office shall receive all fees and costs of sale as provided by law for the collection of ad valorem taxes, advertising, sale of lands, and issuance and sale of certificates. The Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments, Section 197.3632, Florida Statutes, will be used.

- 5. The Board intends that non-ad valorem special assessments authorized by this resolution be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes. The Board authorizes utilization of this Uniform Method of collection for all affected parcels. The non-ad valorem special assessment will be listed on the assessment roll for all affected parcels and will be included in the notice of proposed property taxes and the tax notice for each affected parcel. These non-ad valorem special assessments will be subject to all collection provisions applicable to ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, issuance of and sale of tax certificates and tax deeds for non-payment, and commissions of the Property Appraiser and the Tax Collector as provided by Florida Law.
- 6. In the event of division or splitting of any of the tax parcels or lots assessed herein, any such newly subdivided or split parcels shall be included in the MSBU assessments.
- 7. Each property owner affected by this resolution has been provided first class mail notice of the potential for loss of his or her title when the Uniform Method of collection is used and that all affected property owners have a right to appear at the hearing and to file written objections with the Board. Each property owner affected by this resolution has been provided first class mail notice of the time and place of the public hearing at which this resolution was adopted. However, under Section 119.07, Florida Statutes, certain records may be noted as exempt and confidential. This public record exemption may cause certain property owners not to receive the above first class mail notice, however, a public hearing notice conforming to the provisions of Section 197.3632, Florida Statutes, has been published in a newspaper of general circulation within Orange County.
- 8. The Board of County Commissioners shall be the governing board of said Municipal Service Benefit Unit.
- 9. This resolution which amends and restates the Resolutions recorded in Official Records Book 10898, Pages 2502 through 2506, is controlling and supersedes the Resolutions recorded in Official Records Book 10898, Pages 2502 through 2506, Public Records of Orange County, Florida.

ADOPTED	THIS DAY	OF	, 2016
ORANGE C	OUNTY, FLORIDA		
BY:	ORANGE COUNTY MAYO	PR	
DATE:			
ATTEST:	Martha O. Haynie, County as Clerk of the Board of Co		
BY:	DEPUTY CLERK		,
	DEFUTT CLERK		

### Windermere Trails Area Subdivisions Exhibit "A"

		Section		
Subdivisions	Plat Books	Township	Lots / Blocks / Buildings /	Lot
	/ Pages	Range	Tracts / Units	Count
		Subcode		
Windermere Trails Phase 1	76/76-89	36-23-27-9156	Lots 109 through 115	0
			Lots 136 through 149	0
			Lots 177 through 202	0
			Lots 234 through 297	0
			Lots 378 through 525	0
			Lots 526 through 534	9
Windermere Trails Phase 1A	77/97-99	36-23-27-9157	Lots 421 through 453	33
Windermere Trails Phase 1B	78/70-71	36-23-27-9158	Lots 391 through 416	26
Windermere Trails Phase 1C	80/15-19	36-23-27-9159	Lots 1 through 154	154
Windermere Trails Phase 5A	80/99-101	36-23-27-9160	Lots 1 through 55	55
Windermere Trails Phase 5B	81/32-35	36-23-27-9161	Lots 56 through 106	51
Windermere Trails Phase 3A	83/1-5	36-23-27-9162	Lots 309 through 377	69
Windermere Trails Parcel 3	83/125-128	36-23-27-9164	Lots 1 through 120	120
			Total	517
Windermere Trails Phase 3B	85/133-142	36-23-27-9170	Lots 1 through 145	145
Windermere Trails Phase 4A	84/70-71	36-23-27-9169	Lots 107 through 160	54
Clubhouse at Windermere Trails	84/38-39	36-23-27-1315	Lot 1	0
			Total	716

### Windermere Trails Area Streetlighting Inventory Exhibit "B"

Windermere Trails Phase 1	83-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	83-16 foot single standard decorative colonial concrete poles
Windermere Trails Phase 1A	0
Windermere Trails Phase 1B	
Windermere Trails Phase 1C	0
Windermere Trails Phase 5A	28-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	28-16 foot single standard decorative colonial concrete poles
Windermere Trails Phase 5B	8-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	8-16 foot single standard decorative colonial concrete poles
Windermere Trails Parcel 3	33-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	33-16 foot single standard decorative colonial concrete poles
Windermere Trails Phase 3A	28-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	28-16 foot single standard decorative colonial concrete poles
2015 Totals	180-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	180-16 foot single standard decorative colonial concrete poles
Windermere Trails Phase 3B	45-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	45-16 foot single standard decorative colonial concrete poles
Windermere Trails Phase 4A	15-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	15-16 foot single standard decorative colonial concrete poles
<b>Clubhouse at Windermere Trails</b>	0
	0
2016 Totals	240-100 watt 9500 lumen hps* decorative sebring (salem) fixtures
	240-16 foot single standard decorative colonial concrete poles

hps\* - high pressure sodium



April 27, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Director

Community, Environmental And Development

Services Department

**CONTACT PERSON:** 

Lori Cunniff, CEP, CHMM, Deputy Director

Community, Environmental and Development

Services Department

(407) 836-1405

SUBJECT:

May 10, 2016 – Public Hearing

Gary T. Randall Revocable Trust After-the-Fact Conservation Area Impact Permit Application No. CAI-15-11-

039

The applicant, Gary T. Randall Revocable Trust, is requesting after-the-fact approval for impacts to 0.33 acre of Class I wetlands as well as 0.08 acre of secondary wetland impacts in order to construct portions of the Moss Park Road and Innovation Way Intersection.

The project site is located at 11001 Moss Park Road, The site is generally located at the northeast intersection of the Central Florida Greenway and Moss Park Road. The project site is within a small portion of Parcel ID No. 09-24-31-0000-00-003. The subject property is located in Orange County Commission District 4.

Notification of the public hearing was sent to the applicant's agent. Notification of the adjacent property owners is not required.

Pursuant to Orange County Code, Chapter 15, Article X, the Environmental Protection Division (EPD) staff has evaluated the proposed CAI request and required documents.

Within the limits of the project site, 0.33 acre of forested Class I wetlands were inadvertently cleared during road construction of portions of Innovation Way. The Class I wetland was associated with a large forested system that extends off-site. There is a stormwater pond that will also be impacted; however, the impacts to the stormwater pond are not subject to Chapter 15, Article X.

Page Two May 10, 2016 - Public Hearing

Gary T. Randall Revocable Trust After-the-Fact Conservation Area Impact Permit Application No. CAI-15-11-039

The removal, alteration or encroachment within a Class I conservation area shall only be allowed in cases where no other feasible or practical alternatives exist that will permit a reasonable use of the land or where there is an overriding public benefit. The applicant has demonstrated that the proposed site plan allows for reasonable use of the land and that there are no other feasible or practical alternatives available to further minimize the impacts to Class I wetlands.

As mitigation for the impacts, the applicant has proposed to purchase 0.23 Uniform Mitigation Assessment Method (UMAM) mitigation credits from the Hatchineha Ranch Mitigation Bank. The mitigation, as proposed, offsets the impacts.

There has been no enforcement action taken by EPD on the subject property.

#### Staff Recommendation

Approval of the After-the-Fact Conservation Area Impact Permit, subject to the following conditions:

#### Specific Conditions:

- 1. This permit shall become final and effective upon expiration of the thirty (30) calendar day period following the date of rendition of the BCC decision approving the permit, unless a petition for writ of certiorari or other legal challenge has been filed within this timeframe. Any timely filed petition or other challenge shall stay the effective date of this permit until the petition or other challenge is resolved in favor of the Board's decision.
- 2. The operational phase of this permit is effective upon the completion of the construction phase and continues in perpetuity.
- 3. The wetland impacts were completed in accordance with "Figure 5 Wetland Impact Maps", prepared by Modica & Associates, Inc., as dated as received by EPD on April 7, 2016.
- 4. This permit will be valid for a period of one year from permit issuance. Requests for permit extension must be submitted to EPD prior to the expiration date.
- 5. Within 6 months of the BCC Decision date, EPD shall receive a Certificate of Credit purchase from the Hatchineha Ranch Mitigation Bank stating that the transaction regarding the transfer of 0.23 mitigation credits has been completed.
- 6. In the event that the permittee does not successfully obtain 0.23 credits from the Hatchineha Ranch Mitigation Bank, the permittee shall obtain a permit modification from the Environmental Protection Officer (EPO) to provide alternative mitigation for the wetland impacts prior to the commencement of any construction activities.

Page Three
May 10, 2016 - Public Hearing
Gary T. Randall Revocable Trust After-the-Fact Conservation Area Impact Permit
Application No. CAI-15-11-039

7. The Moss Park Road right-of-way, and adjacent parcels owned by the Orange County Board of County Commissioners (BCC), OUC, or any other third party, are not subject to this application.

#### **General Conditions:**

- 8. For one (1) acre or more of disturbed land, a National Pollutant Discharge Elimination System Notice of Intent to use a Construction General Permit for stormwater discharges shall be completed and sent to EPD and copied to the EPD National Pollutant Discharge Elimination System Administrator prior to start of construction.
- 9. All excess lumber, scrap wood, trash, garbage and similar materials shall be removed from the adjacent conservation area/s immediately.
- 10. Filling within the 100-year flood zone may require a Flood Plain Permit from the Orange County Stormwater Management Division authorizing the fill.
- 11. The permittee shall notify EPD, in writing, within thirty (30) days of any sale, conveyance, or other transfer of ownership or control of the real property subject to this permit. The permittee shall remain liable for all permit conditions and corrective actions that may be required as a result of any permit violations which occur prior to the transfer of the permit by Orange County to a subsequent owner. If applicable, no permit shall be transferred unless and until adequate financial assurance has been provided and approved by Orange County.
- 12. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the EPO. Notice of the revocation shall be provided to the permit holder promptly thereafter.
- 13. Prior to further construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
- 14. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall

Page Four
May 10, 2016 - Public Hearing
Cary T. Pandall Poyocable Trust At

Gary T. Randall Revocable Trust After-the-Fact Conservation Area Impact Permit Application No. CAI-15-11-039

require the contractor to review the permit prior to further activity associated with the project. The complete permit shall be available upon request by Orange County staff.

- 15. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, the permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty (60) days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
- 16. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article X of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. The permittee shall immediately notify EPD of any conflict between the conditions of this permit and any other permit or approval.
- 17. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
- 18. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.

Page Five

May 10, 2016 - Public Hearing

Gary T. Randall Revocable Trust After-the-Fact Conservation Area Impact Permit Application No. CAI-15-11-039

- 19.EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
- 20. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
- 21.EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
- 22. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
- 23. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
- 24. The permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
- 25. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters exists due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
- 26. Pursuant to Section 125.022, Florida Statutes, issuance of this permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain the requisite approval or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in violation of state or federal law.
- 27. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits prior to further construction.

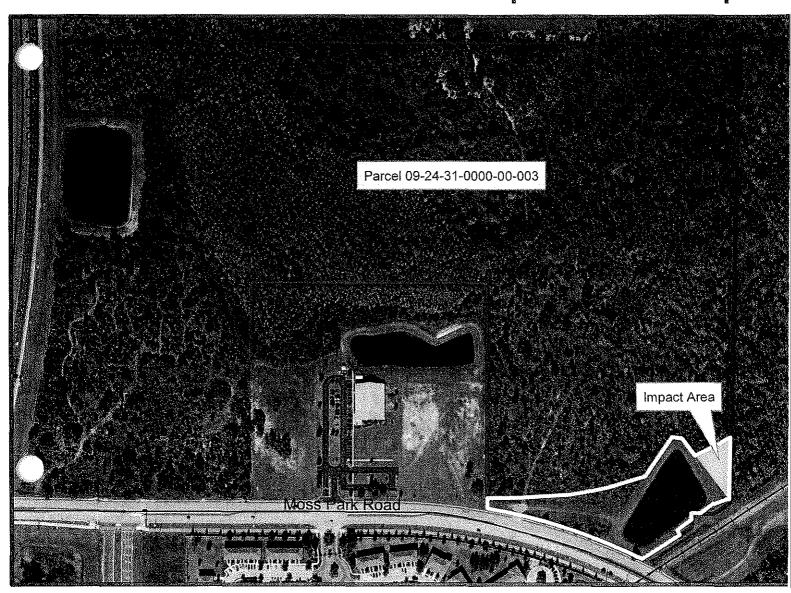
**ACTION REQUESTED:** 

Approval of After-the-Fact Conservation Area Impact Permit No. CAI-15-11-039 for Gary T. Randall Revocable Trust, subject to the conditions listed in the staff report. District 4

JVW/LC: mg

Attachments

#### After-the-Fact Conservation Area Impact Permit Request



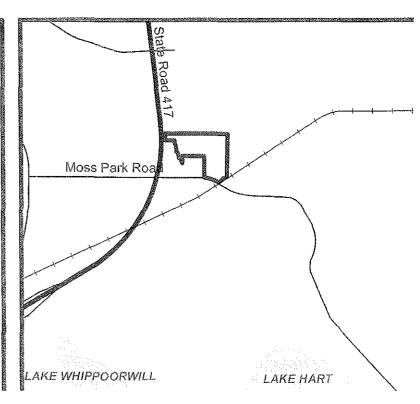
After-the-Fact Conservation Area Impact Permit Request

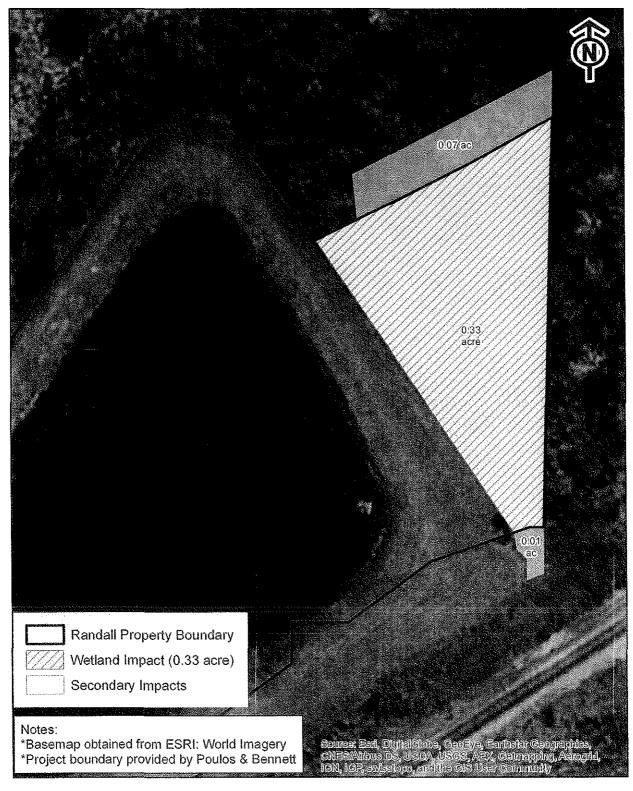
District No. 4

**Applicant:** Gary T. Randall Revocable Trust **Parcel ID:** A portion of 09-24-31-0000-00-003

**Project Site** 

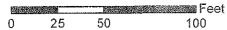
Property Location

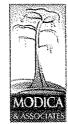




#### **Moss Park Road Intersection**

Figure 5- Wetland Impact Map S9 T24S R31E Orange County - Florida



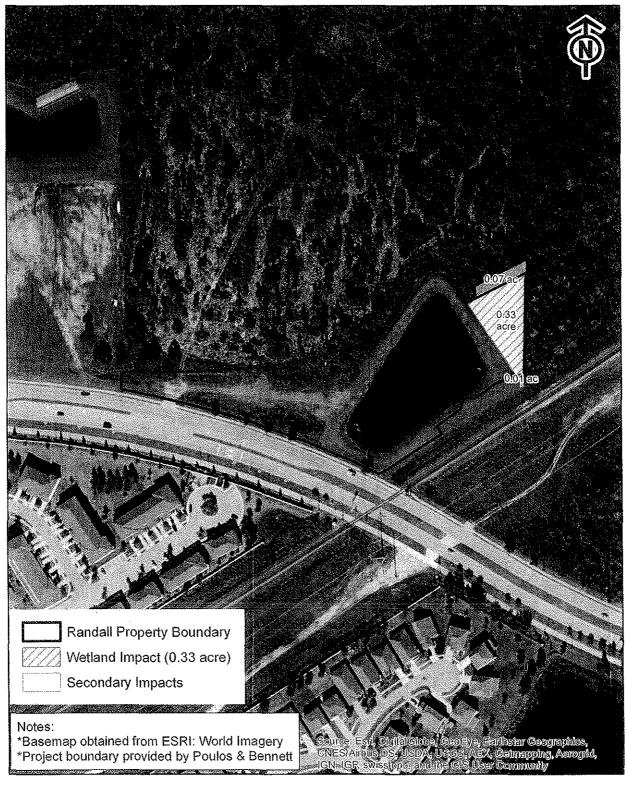


#### Modica & Associates, Inc.

Environmental Planning, Design & Permitting

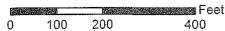
302 Mohawk Road Clermont, FL 34715 **Phone:** (352) 394-2000 **Fax:** (352) 394-1159

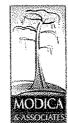
MODICA Email: Environmental@Modica.cc



#### Moss Park Road Intersection

Figure 5- Wetland Impact Map S9 T24S R31E Orange County - Florida





#### Modica & Associates, Inc.

Environmental Planning, Design & Permitting

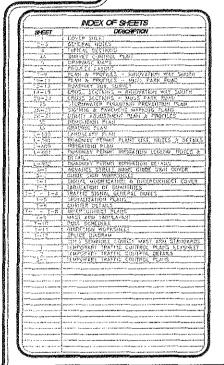
302 Mohawk Road Clermont, FL 34715 **Phone:** (352) 394-2000 **Fax:** (352) 394-1159

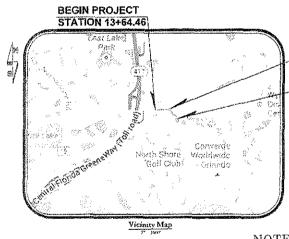
MODICA Email: Environmental@Modice.cc &xssociars www.ModicaAndAssociates.com

#### CONSTRUCTION PLANS FOR

#### MOSS PARK ROAD & INNOVATION WAY INTERSECTION

DISTRICT NO.: 4 ORANGE COUNTY, FLORIDA





100% SUBMITTAL SET **FEBRUARY 2016** 

**END PROJECT** STATION 26+30.81

**END PROJECT** STATION 90+78.75

#### GOVERNING STANDARDS AND SPECIFICATIONS :

AND SPECIFICATIONS:
1. FIGURE BERRIENT OF TRANSPORTATION DEDON STANDARD FOR DECEMBER 10 TO TRANSPORTATION DEDON STANDARD FOR DECEMBER 10 TO TRANSPORTATION WITHOUT AND UTILITY OF CREATING TO THE STATE PERFORMANCE AND UTILITY OF CREATING THE STATE PERFORMANCE FOR THE STATE PERFORMANCE FOR THE STATE PERFORMANCE FOR THE STANDARD FO

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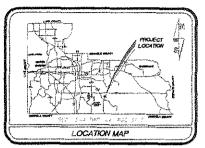
CONSTRUCTION PLANS WERE PREPARED IN ACCORDANCE WITH THE LATEST MANUAL OF UNIFORM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS, FOUT GREEN BOOK, AND THE ORANGE COUNTY REGULATIONS AND

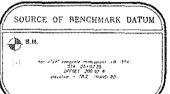
#### TERESA JACOBS, COUNTY MAYOR

BOARD OF COUNTY	COMMISIONERS
S. SCOTT BOYD	DISTRICT 1
BRYAN NELSON	DISTRICT 2
PETE CLARKE	DISTRICT 3
JENNIFER THOMPSON	DISTRICT 4
TED EDWARDS	DISTRICT 5
VICTORIA P. SIPLIN	DISTRICT 6
MARK V. MASSARO, P.E. PUB	LIC WORKS DIRECTOR

Received

APR - 6 2016





PROJECT LENGTH: FEET 2,219.48 TOTAL LENGTH:



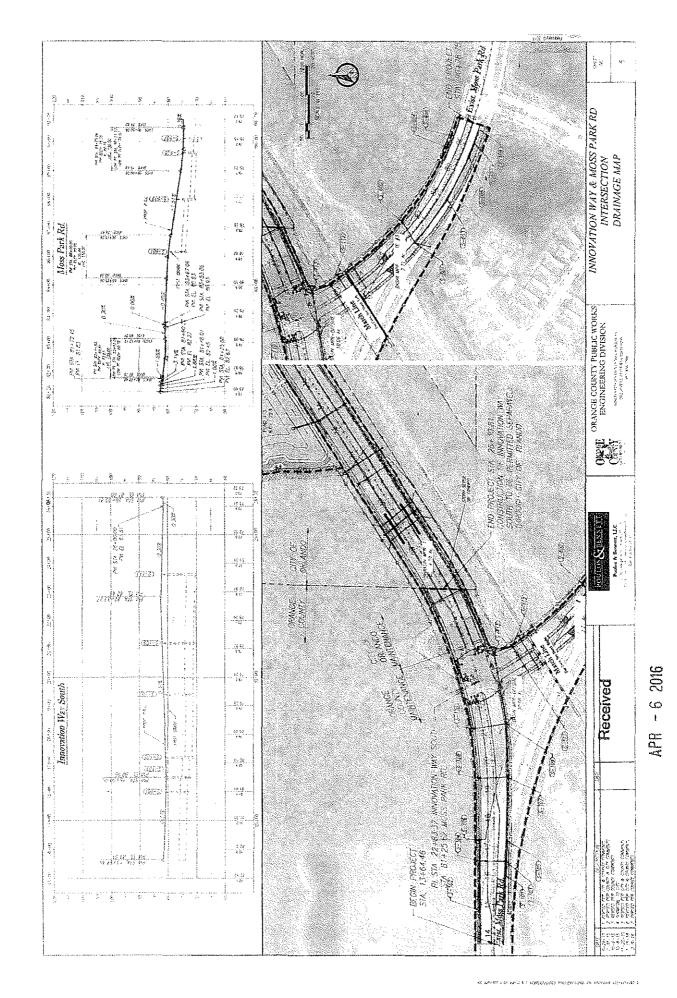


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Orange County EPD



441



#### AGENDA ITEM

April 15, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Director√

Community, Environmental and Development

Services Department

**CONTACT PERSON:** 

Lori Cunniff, CEP, CHMM, Deputy Director

Community, Environmental and Development,

**Services Department** 

(407) 836-1405

SUBJECT:

May 10, 2016 - Public Hearing

Shoreline Alteration/Dredge and Fill Permit Application for

Robert Renard (SADF-16-01-000)

The applicant, Robert Renard, is requesting a Shoreline Alteration/Dredge and Fill Permit to excavate uplands in order to create a boat basin and construct a seawall on his property located at 10416 Pocket Lane on the Fish-Pocket Canal. The Parcel ID for the site is 09-24-28-5844-00-582. The subject property is located in Orange County Commission District 1.

Notification of the public hearing was sent on April 18, 2016, to the property owners within 500 feet of the project site.

The applicant is proposing to construct a boat basin that will begin at the existing canal bank and extend twenty-four (24) feet landward into the upland. The boat basin walls will be constructed out of vinyl sheet pile and will be anchored into the adjacent uplands. The basin will also be covered with a wooden roof structure and includes a wooden walkway, being permitted as a dock, under a separate permit (BD-16-01-003). Rip-rap or plantings are not being requested for this project due to navigational concerns.

Pursuant to Orange County Code, Chapter 33, Article IV, Environmental Protection Division (EPD) staff has evaluated the proposed Shoreline Alteration application and required documents.

There has not been enforcement action taken by EPD on the subject property.

Page Two
May 10, 2016 – Public Hearing
Shoreline Alteration/Dredge and Fill Permit Application for Robert Renard (SADF-16-01-000)

#### **Staff Recommendation**

Approval of the Shoreline Alteration/Dredge and Fill Permit, subject to the following conditions:

#### Specific Conditions:

- 1. This permit shall become final and effective upon expiration of the thirty (30) calendar day appeal period following the date of issuance, unless an appeal has been filed within this timeframe. Any appeal shall stay the effective date of this permit until any and all appeals are resolved.
- 2. Construction activities shall be completed in accordance with the 'Construction Plan' submitted by Streamline Permitting, Inc., dated as received on March 21, 2016, by the Environmental Protection Division (EPD). The permitted work must be commenced within six (6) months and completed within one year from the date of issuance of the permit. In the event that project has not commenced within six (6) months or completed within a year this permit is void. The operational phase of this permit is effective upon the completion of the construction and continues in perpetuity.
- 3. Any permit extensions for the approved construction may be approved by way of Consent Agenda if there are no changes.
- 4. All dredged debris material shall be removed to an approved upland location.
- A copy of this permit, along with EPD stamped and approved drawings should be taken to the Orange County (OC) Zoning Division at 201 South Rosalind Avenue for approval in order to obtain a building permit. For further information, please contact the OC Zoning Division at (407) 836-5525.
- After approved by OC Zoning, the certified site plans will need to be reviewed by the OC Building Division in order to obtain a building permit. For further information, please contact the OC Division of Building Safety at (407) 836-5550.
- 7. No filling is approved with this permit.

#### General Conditions:

8. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.

Page Three
May 10, 2016 – Public Hearing
Shoreline Alteration/Dredge and Fill Permit Application for Robert Renard (SADF-16-01-000)

- 9. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
- 10. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.
- 11. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
- 12. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article VI of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
- 13. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

- 14. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
- 15.EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
- 16. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate. EPD may revoke the permit upon discovery of information that was provided in the permit application that is later discovered to be inaccurate, or if the project may cause pollution to water bodies, cause an adverse impact to navigation, cause an adverse impact on the riparian rights of other waterfront property owners, or impede the use and enjoyment of the waterbody by the public.
- 17. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
- 18. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.
- 19. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
- 20. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
- 21. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.
- 22. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Page Five May 10, 2016 - Public Hearing Shoreline Alteration/Dredge and Fill Permit Application for Robert Renard (SADF-16-01-000)

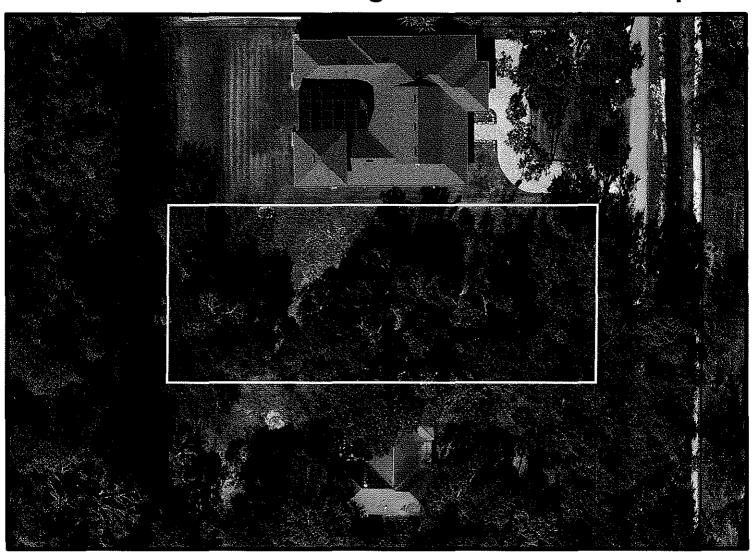
23. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

**ACTION REQUESTED:** Approval of Shoreline Alteration/Dredge and Fill Permit for Robert Renard (SADF-16-01-000) subject to the conditions listed in the staff report. District 1

JVW/LC: mg

**Attachments** 

#### Shoreline Alteration/Dredge and Fill Permit Request



### Shoreline Alteration/Dredge and Fill Permit Request

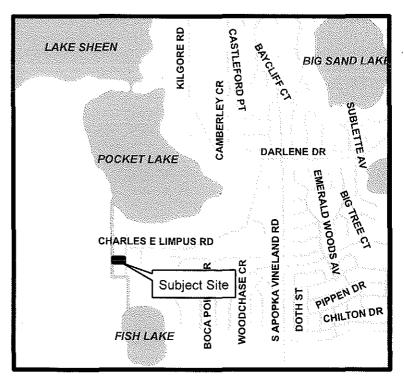
District #1

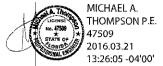
Applicant: Robert Renard

Parcel IDs: 09-24-28-5844-00-582

**Project Site** 

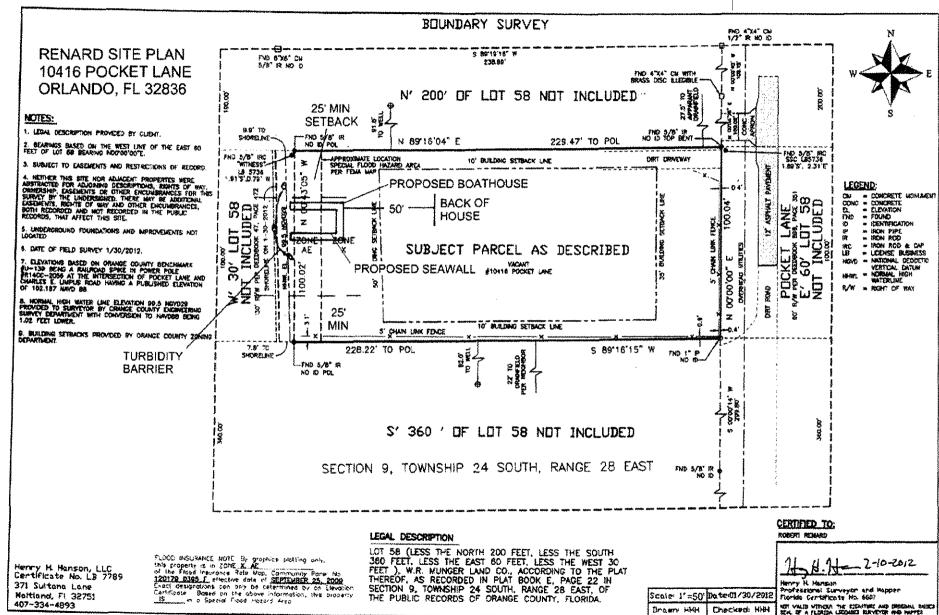
**Property Location** 

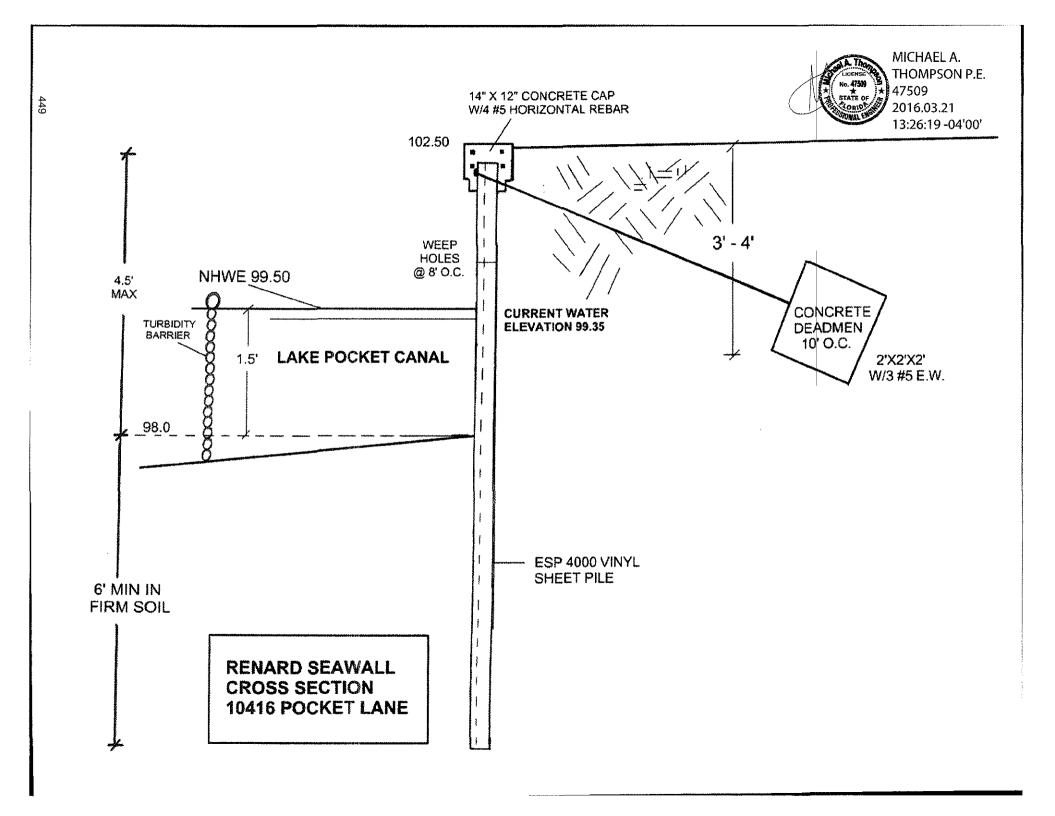




Drawn HKH

Checked: HHH





#### Interoffice Memorandum



April 28, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Director

Community, Enylronmental and Development

Services Department

**CONTACT PERSON:** 

John Smogor, Chairman

**Development Review Committee** 

Planning Division (407) 836-5616

SUBJECT:

May 10, 2016 - Public Hearing

Daryl M. Carter

New Independence Planned Development (PD)

Case # LUPA-16-01-005 / District 1

The New Independence PD was originally approved by the Board of County Commissioners (BCC) on October 6, 2015, consists of 61.08 acres, and is generally located on the west side of SR 429, north of New Independence Parkway, and west of CR 545 / Avalon Road. The existing PD development program allows for 285 single family residential dwelling units.

Through this Land Use Plan Amendment (LUPA), the applicant is requesting to aggregate a 0.37-acre tract of an adjacent parcel into the New Independence PD, while rezoning the tract from A-1 (Citrus Rural District) to PD (Planned Development). As a result of the proposed aggregation / rezoning, the size of the existing PD would be increased to 61.45 acres. No waivers from Orange County Code, or changes to the existing PD development program have been requested.

The required Specific Project Expenditure Report and Relationship Disclosure Forms have also been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference. A community meeting was not required for this request.

Finally, the amended PD received a recommendation of approval by the Development Review Committee (DRC) on March 9, 2016.

#### **ACTION REQUESTED:**

Make a finding of consistency with the Comprehensive Plan (CP) and approve the New Independence Planned Development / Unified Neighborhood Plan (PD/UNP) dated "Received February 15, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

**Attachments** 

DRC Recommendation Staff Report Commission District: # 1

#### **GENERAL INFORMATION**

APPLICANT Daryl M. Carter

**OWNERS** Carter-Orange 45 SR 429 Land Trust; Daryl M. Carter Tr.;

and Avalon Woods Corp

PROJECT NAME

New Independence Planned Development / Unified

Neighborhood Plan (PD / UNP)

HEARING TYPE Planned Development / Land Use Plan Amendment

(PD / LUPA)

REQUEST A-1 (Citrus Rural District) and PD (Planned Development

District) to PD (Planned Development District)

A request to aggregate and rezone a portion of one (1) adjacent parcel comprising 0.37 acre into the existing New Independence PD. No waivers from Orange County Code or changes to existing PD development entitlements have

been requested.

**LOCATION** Generally located on the west side of SR 429; north of New

Independence Parkway; and west of CR 545 / Avalon Road

**PARCEL ID NUMBERS** 17-23-27-0000-00-013; 20-23-27-0000-00-001\*;

20-23-27-0000-00-009; 20-23-27-0000-00-017; and

20-23-27-0000-00-018 (\*affected parcel)

**TRACT SIZE** 61.08 gross acres (existing PD)

0.37 gross acre (proposed for aggregation)

61.45 gross acres (resulting acreage)

**PROPOSED USE** Two hundred eighty-five (285) residential dwelling units

**PUBLIC NOTIFICATION** For this case, a notification area extending beyond 1,500

feet was established [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Twenty-two (22) notices were mailed to those property owners in the mailing area.

A community meeting was not required.

#### **IMPACT ANALYSIS**

#### Land Use Compatibility

The New Independence PD / UNP was originally approved by the Board of County Commissioners (BCC) on October 6, 2015, consists of 61.08 acres, and is generally located on the west side of SR 429, north of New Independence Parkway, and west of

CR 545 / Avalon Road. The existing PD development program allows for 285 residential dwelling units.

Through this Land Use Plan Amendment (LUPA), the applicant is requesting to aggregate a 0.37-acre tract of an adjacent parcel into the New Independence PD, while rezoning the tract from A-1 (Citrus Rural District) to PD (Planned Development). As a result of the proposed aggregation / rezoning, the size of the existing PD would be increased to 61.45 acres. No waivers from Orange County Code, or changes to the existing PD development program have been requested.

The affected property (the "access strip") lies between two portions of the New Independence PD and provides access to the remainder of the affected parcel from McKinney Road. The owner of the access strip has agreed to convey the strip to the owners of the New Independence PD in exchange for an ingress/egress easement and installation of utilities to serve the remainder of the affected parcel. The remaining portion of the affected parcel not being aggregated into the New Independence PD will retain its A-1 zoning.

Prior to its original approval, the PD included the subject 0.37-acre subject tract, and received a recommendation of approval by the Planning and Zoning Commission (PZC) on May 21, 2015. As a result, the County Attorney's Office has determined that further action by the PZC, to again reflect the aggreation and rezoning of the subject-tract, was not required.

In conclusion, the requested PD/LUPA would not adversely impact any surrounding properties.

#### Comprehensive Plan (CP) Consistency

The subject property has an underlying Future Land Use Map (FLUM) designation of Village (V) with a Town Center SAP designation of Urban Residential District (UR-3). The request is consistent with the FLUM designation and with all applicable CP provisions; including, but not limited to, the following:

**GOAL FLU4** (Horizon West) states that it is Orange County's goal to ensure sustainable, quality development in Southwest Orange County to allow a transition from rural to urban uses while protecting environmental quality.

**OBJ FLU4.1** states that Orange County shall use a Village Land Use Classification to realize the long range planning vision for West Orange County created through the Horizon West planning process. The Village land use classification has been designed to address the need to overcome the problems associated with and provide a meaningful alternative to the leap-frog pattern of sprawl now occurring in western Orange and eastern Lake County; create a better jobs/housing balance between the large concentration of employment in the tourism industry and the surrounding land uses; create a land use pattern that will reduce reliance on the automobile by allowing a greater variety of land uses closer to work and home; and, replace piecemeal planning that reacts to development on a project by project basis with a long range vision that uses the Village as the building block to allow the transition of this portion of Orange County from rural to urban use through a specific planning process that uses a creative design approach to address regional, environmental, transportation, and housing

issues.

#### **FLU4.1.1** outlines the following general village principles in Horizon West:

- A. Planning for the Village shall be in the form of complete and integrated neighborhoods containing housing, shops, workplaces, schools, parks and civic facilities essential to the daily life of the Village residents.
- B. Village size shall be designed so that housing is generally within a 1.2 mile radius of the Village Center (shops, services and other activities). This radius may be relaxed where natural or community facilities and services interrupt the design.
- C. A Village shall contain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries.
- D. Wherever possible, as many activities as possible shall be located within an easy walking distance of an existing or designated transit stop.
- E. The Village and each neighborhood shall have a center focus that combines commercial, civic, cultural and recreational uses. Higher density residential development should be encouraged in proximity to these centers, with the highest density/attached housing encouraged in proximity to the Village Center.
- F. The Village shall contain an ample supply of specialized open space in the form of squares, greens and parks whose frequent use is encouraged through placement and design.
- G. Each Village shall have a well-defined edge, such as greenbelts or wildlife corridors permanently protected from development.
- H. Local and collector streets, pedestrian paths and bike paths shall contribute to a system of fully connected and interesting routes from individual neighborhoods to the Village Center and to other villages. Their design should encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and lighting; and by discouraging high speed traffic.
- I. Wherever possible, the natural terrain, drainage and vegetation of the area shall be preserved with superior examples contained within parks or greenbelts.
- J. The Village Center shall be designed to encourage and accommodate linkage with the regional transit system.

**FLU4.1.8** states that until and unless an SAP is approved by the Orange County Board of County Commissioners, the property in the Village Land Use Classification shall maintain the future land use designation existing prior to the Village Land Use Classification Amendment (e.g. Rural: 1 dwelling unit per 10 acres, Conservation, Rural Settlement), except for those projects that are vested. All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the Village Land Use Classification shall be reviewed on a case-by-case basis for the effects of such development approval on adopted or future SAPs.

Once an SAP is adopted by the Board of County Commissioners, all applications for development approval (i.e. lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted SAP.

**OBJ FLU4.8** states that the Town Center Specific Area Plan (SAP) shall be designed based on an urban development pattern, which encourages a mix of compatible uses within the Town Center neighborhoods and a well-defined, mixed-use Traditional Town Center Core Area.

**FLU4.8.2(A)** states that any development within the boundary of Town Center shall comply with the purpose and intent of each district. The Corporate Campus Mixed-Use districts should have a mix of attached and detached housing, office, hotel, limited warehouse and associated light industrial uses, and civic, open space, and recreation uses. Limited support retail uses may be allowed as: ancillary uses within buildings where the primary use is office or residential; or as freestanding uses on one or more sites specifically identified as appropriate for such uses as part of the applicable Unified Neighborhood Plan/Planned Development. The Town Center Development Code shall include provisions to address the following aspects of support retail uses permitted by location: compatibility with adjoining uses; location of sites relative to Framework or Urban Collector streets; scale and types of uses; and, standards that would control the number of freestanding support retail uses that may be permitted by location. Within Corporate Campus Mixed-Use districts, office uses will dominate, and the residential development will be of a higher density than Urban Residential districts.

**FLU4.8.4** states that all development within the boundary of the Town Center shall comply with the provisions of the Town Center Planned Development Code, including the provisions for submittal and approval of Unified Neighborhood Plans (UNP).

**FLU4.8.7** (Residential Development and Density) states that the average minimum average net density for the Town Center area shall be four (4) dwelling units per net acre.

**FLU4.9.6** requires that specific development financing mechanisms be used within Town Center to address the need for Adequate Public Facilities (APF). This policy requires each property owner to make provisions to set aside a portion of their land for public facility use in exchange for APF credits, based upon the total public land area needs of Town Center. For Town Center, the ratio is one (1) acre of public land for every 5.1 acres of developable land.

For properties that do not include public facilities lands or for which public facilities lands have been provided, a fee in lieu of donation shall be required. Such APF revenues shall be allocated first to re-payment to properties with excess approved APF credits, then for public facilities land acquisition, support, and maintenance within Town Center

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

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 Undeveloped Land and Citrus Groves

Adjacent Zoning N: A-1 (Citrus Rural District) (1957)

E: A-1 (Citrus Rural District) (1957)

PD (Planned Development District) (Hamlin PD – 2014)

W: A-1 (Citrus Rural District) (1957)

S: PD (Planned Development District)

(Hamlin West PD - 2015)

Adjacent Land Uses N: Undeveloped Land / Water Conserve II

E: State Road 429 / Undeveloped Land

W: Undeveloped Land / Single Family Residential

S: McKinney Road / New Independence Parkway / Undeveloped Land

#### <u>APPLICABLE PD DEVELOPMENT STANDARDS</u>

Development shall comply with the Town Center Code Chapter 38-1390.56(b)

Maximum building height: 3 stories / 45 feet

Minimum Building Setbacks:

<u>Detached Single-Family</u> <u>Townhomes</u>

Front: 10 feet Front: 10 feet

Side: 5 feet Side: 0 feet (5 feet for end units)

Street side: 10 feet Street side: 10 feet Rear: 20 feet Rear: 14 feet

#### SPECIAL INFORMATION

#### **Subject Property Analysis**

Through this PD / Land Use Plan Amendment (LUPA), the applicant is requesting to aggregate and rezone a 0.37-acre portion of an adjacent parcel; thereby, increasing

the size of the PD from 61.08 to 61.45 acres. However, no change to the existing PD development program that provides for 285 residential dwelling units (single family detached and attached) is proposed.

#### Comprehensive Plan (CP) Amendment

The subject property has an underlying Future Land Use Map (FLUM) designation of Village (V) with a Town Center SAP designation of Urban Residential District (UR-3). The existing project development program is consistent with the UR-3 District; therefore, a CP amendment is not required.

#### Adequate Public Facilities (APF)

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the New Independence PD is subject to an existing APF Agreement. The agreement was originally approved on October 6, 2015, and recognized that the project's proportionate share of required APF lands within the Town Center SAP was 10.18 acres. With only 6.51 acres of internal APF lands, the project had a resulting APF deficit of 3.67 acres, which was satisfied according to the terms expressed in the Agreement.

With the proposed 0.37-acre increase to the PD, the project's proportionate share of required APF lands has increased to 10.24 acres, while the amount of provided APF acreage remains at 6.51 acres. Because the proposed PD / LUPA slightly increases the project's APF deficit from 3.67 to 3.73 acres, an amended APF Agreement which reflects these changes has been placed on the May 24, 2016 BCC consent agenda. Upon approval by the BCC, the amended Agreement will also be recorded in the Public Records of Orange County, Florida.

#### **Rural Settlement**

The subject property is not located within a Rural Settlement.

#### Joint Planning Area (JPA)

The subject property is not located within a JPA.

#### **Overlay District Ordinance**

The subject property is not located within an Overlay District.

#### **Environmental**

Environmental Protection Division Staff reviewed the request and had no new comments since the review of the initial rezoning. EPD notes that all prior comments apply.

#### Transportation / Concurrency

Based on the development density for this property, up to 285 residential units can be developed. Per the Road Network Agreement approved by the Road Agreement Committee on 10/28/2015, this development was assigned 285 pm peak hour trips.

The Roadway Agreement Committee approved a Road Network Agreement for New Independence Parkway and C.R. 545/Avalon Road ("Agreement") between SLF IV/Boyd Horizon West JV, LLC and Orange County on 10/28/2015. Owner agrees to convey the necessary right-of-way for the northern extension of Hamlin Groves Trail

from the SLF IV/Boyd Horizon West JV, LLC property. Owner will receive \$22,500 in road impact fee credits for the right-of-way conveyed. County shall cause to be dedicated the remainder of right-of-way needed to connect to Tiny Road. Owner shall design and construct the entire improvement from New Independence Parkway to Tiny Road. County shall reimburse Owner for the lesser of (a) 87% of the actual reasonable amounts incurred for design, permitting and construction, plus \$22,500 per acre for right-of-way dedicated or (b) 60% of the countywide average total cost per lane mile for design, permitting and construction, multiplied by the number of lane miles. The total reimbursement shall not exceed 60% of the Countywide Average Cost. The road project shall be completed within three years after the Effective Date of the Agreement.

Based on Policies FLU4.1.1 and FLU4.3.1 of the Comprehensive Plan, pedestrian and bike connectivity internal to the subdivision and from the subdivision to the future trail along the New Independence Parkway extension will be required. The applicant and the adjacent owners / developer of the Hamlin West PD have coordinated a Town Center West "Term Sheet" with the Road Agreement Committee (RAC). The term sheet outlines the framework for subsequent road agreement(s) to address road infrastructure needs and a transportation funding improvement plan for the area, and was approved by the Board of County Commissioners on August 25, 2015.

#### Water / Wastewater / Reclaim

Existing service or provider

Water: Orange County Utilities

Wastewater: Orange County Utilities

Reclaimed: Orange County Utilities

#### **Schools**

Capacity Enhancement Agreement (CEA) OC-14-028 applies to this project and has been fully executed.

#### **Code Enforcement**

No code enforcement, special magistrate or lot cleaning issues on the subject property have been identified.

#### Specific Project Expenditure Report and Relationship Disclosure Forms

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

#### **ACTION REQUESTED**

DRC Recommendation - (March 9, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the New Independence Planned Development / Unified Neighborhood Plan (PD/UNP) dated "Received February 15, 2016", subject to the following conditions:

- 1. Development shall conform to the New Independence Planned Development / Unified Neighborhood Plan (PD/UNP) dated "Received February 15, 2016," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Unified Neighborhood Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the UNP dated "Received February 15, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or

undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

- 4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this Land Use Plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's/ Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
- 5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD/UNP shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
- 6. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal.
- 7. The following Education Condition of Approval shall apply:
  - a. <u>Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board as of June 8, 2015.</u>
  - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the 7 residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and

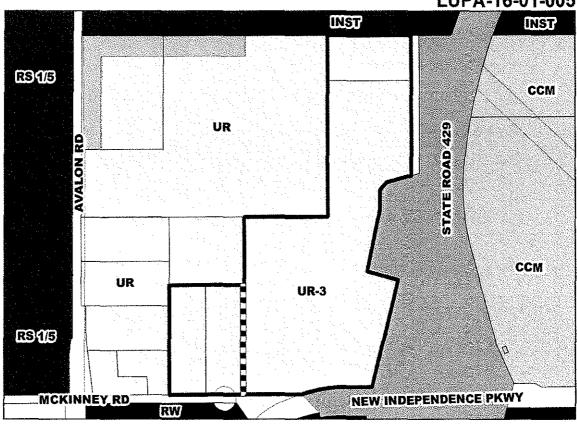
hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.

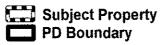
- c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
- d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
- e. <u>Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.</u>
- 8. Prior to or concurrently with County's approval of the plat, a dedicated right of way/ public access will be provided to the Avalon Property (Parcel ID 20-23-27-0000-00-001).
- 9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated October 6, 2015, shall apply:
  - a. Tree removal / earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
  - b. Signage shall comply with the Horizon West Village Center standards.
  - c. Based on the Concurrency Management System database dated 02-18-15, capacity is available to be encumbered for this project. This information is dated and is subject to change.
  - d. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
  - e. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.

- f. The developer shall obtain water, wastewater and reclaimed water service from Orange County Utilities.
- g. The developer shall be responsible for building master utilities transmission and collection infrastructure adequate to serve the project to accommodate the ultimate flows for the entire Town Center Village (SAP). Utilities infrastructure shall be built connecting to the build-out points of connection approved in the Master Utilities Plan (MUP).
- h. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
- i. Prior to construction plan approval, all property owners within the Town Center Village, excluding public entities, shall be required to sign an agreement between the parties addressing their proportionate share of funds for the costs of the offsite and onsite master utilities sized to Village requirements. Property owners may elect to use alternate financing in lieu of the private proportionate cost share agreement provided master utilities sized for Village requirements are constructed.
- i. The following Education Condition of Approval shall apply:
  - 1) Developer shall comply with all provisions of the Capacity Enhancement Agreement entered into with the Orange County School Board on June 8, 2015.
  - 2) Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the seven (7) residential units allowed under the zoning existing prior to the approval of the PD zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
  - 3) Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.

- 4) Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
- 5) Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement.
- k. The proposed development is adjacent to an existing and permitted City of Orlando / Orange County Water Conserv II Rapid Infiltration Basin (RIB) site. The design and permitting (stormwater, etc.) for the proposed development shall take into account the groundwater mounding produced by the adjacent RIBs when loaded at full permitted capacity and during wet weather conditions. At the time of construction plan submittal, provide calculations and documentation certifying that the design complies with this condition.
- I. A Level One (1) Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.
- m. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this PD/UNP, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.
- n. A Road Network Agreement shall be in place prior to PSP / DP approval for the New Independence PD pursuant to the BCC-approved Town Center West Term Sheet.









\* Subject Property

#### **Future Land Use Map**

FLUM:

Village (V) - Town Center Specific Area Plan (SAP) - Urban Residential District

(UR-3)

APPLICANT: Daryl M. Carter

LOCATION: Generally located on the west side of SR

429; north of New Independence Parkway;

and west of CR 545 / Avalon Road

TRACT SIZE: 61.08 gross acres (overall PD)

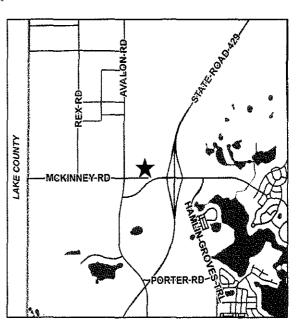
0.37 gross acres (subject parcel)

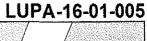
DISTRICT:

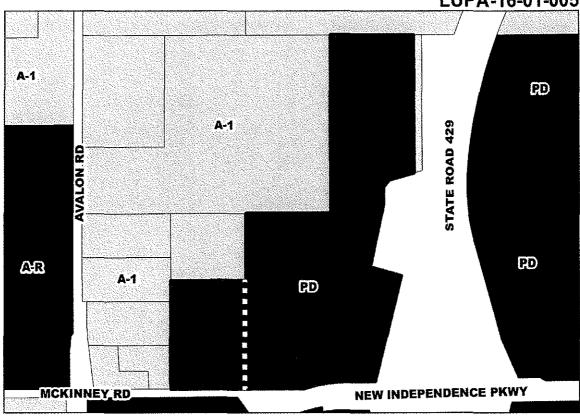
S/T/R:

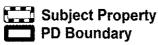
17/23/27, 20/23/27

1 inch = 583 feet











\* Subject Property

#### **Zoning Map**

ZONING:

A-1 (Citrus Rural District) &

PD (Planned Development District) to

PD (Planned Development District)

APPLICANT: Daryl M. Carter

LOCATION: Generally located on the west side of SR

429; north of New Independence Parkway;

and west of CR 545 / Avaion Road

TRACT SIZE: 61.08 gross acres (overall PD)

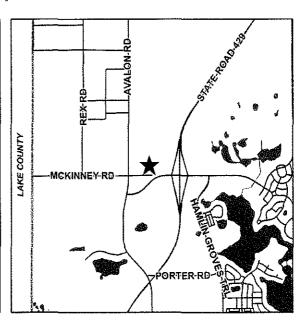
0.37 gross acres (subject parcel)

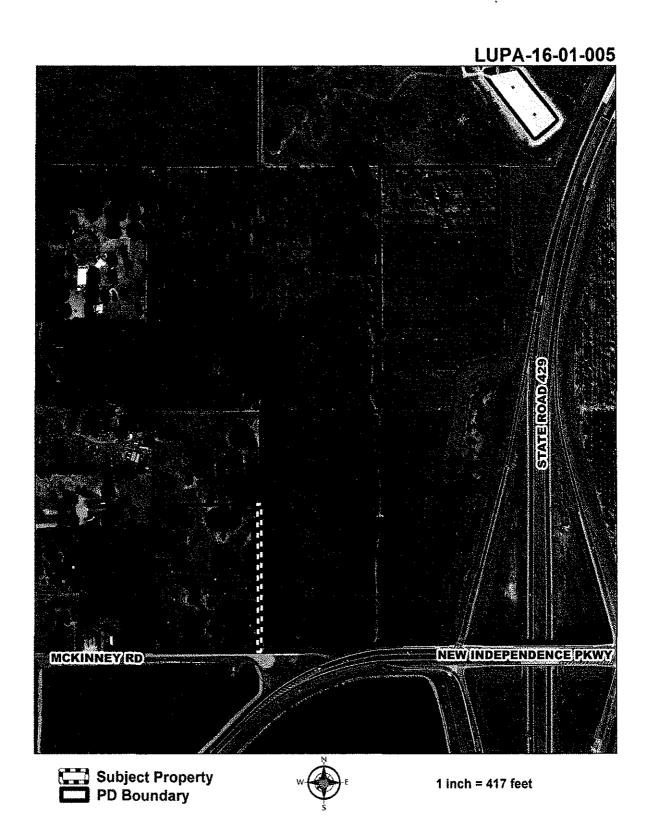
DISTRICT:

S/T/R:

17/23/27, 20/23/27

1 inch = 583 feet





## Planned Development Unified Neighborhood Plan / Land Use Plan New Independence

LUPA-16-01-005
Orange County, FL

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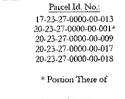
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Planner / Givil Engager:
Poulos & Bennett, LLC
2002 E. Livingson Street
Orlando, Pl. 32003
407-457-2594

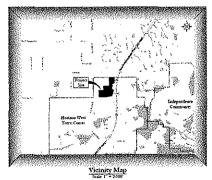
Eaviroumentd: Bio-Tech Consulting, Inc., 2002 East Robinson Seren Orlando, 71, 33803 837,834,5369 Surveyor

B.S.E. Consultants, Inc.
312 S. Harbor Gy Blod, Sure 4
McBourte, Fl. 35901
321 775 3874



Owner/Applicant: Carter-Orange 45 SR 429 Landtrust Daryl Carter, Trustee P.O. Box 568821 Orlando, FL 32856

> Avalon Woods Corp. 426 Butlet Street Windennere, FL 34786



Sheet Index		Subm./Rev.						
Sheet Id.		Sheet Tide		2	3	4 5	5	5 6
1.00		Boundary Survey			ı	•	•	٦,
2.00		Existing Conditions			٠			
3.00		Land Use District Plan						
4,00		Load Use Tables & Notes						,
5.00	1	Conditions Of Appareral						
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1	1/38/2015	Submit To Orange Concer						
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4	8/3/2015	Submit To Outage County						
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Rezoning Staff Rep ase # LUPA-16-01-0 ng Date: May 10, 20

New Independence

PD/UNP (Cover

Sheet

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# **Notification Map**

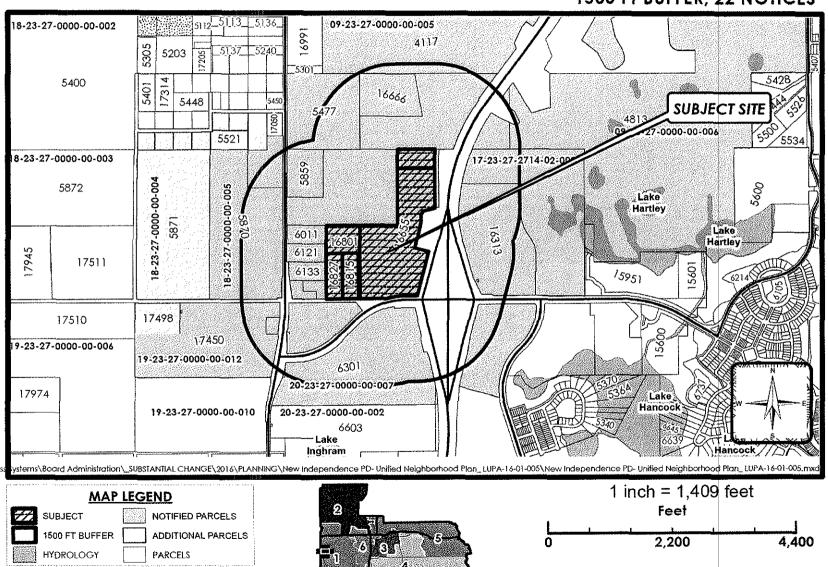
**Public Notification Map** 

**BCC Hearing Date:** Rezoning Staff Report Case # LUPA-16-01-005

ORANGE COUNTY

GOVERNMENT
F. L. O. R. I. D. A

1500 FT RUFFER, 22 NOTICES 1500 FT BUFFER, 22 NOTICES 09-23-27-0000-00-005



### Interoffice Memorandum



April 28, 2016

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:

May 10, 2016 - Public Hearing

Applicant: John Prowell, VHB, Inc.

Lake Avalon PD / Lake Avalon Preliminary Subdivision Plan

Case # PSP-15-11-365

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of March 23, 2016, to approve the Lake Avalon PD / Lake Avalon Preliminary Subdivision Plan (PSP) to subdivide 66.20 acres in order to construct 46 detached single-family residential dwelling units.

This request also includes the following waiver from Orange County Code:

1. A waiver is requested from Section 34-171(7) to allow the streets not fronting lots to be developed without sidewalks in lieu of requiring four (4) foot concrete sidewalks on both sides of all streets in a subdivision.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

### **ACTION REQUESTED:**

Make a finding of consistency with the Comprehensive Plan (CP) and approve the Lake Avalon PD / Lake Avalon Preliminary Subdivision Plan (PSP) dated "Received March 1, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

JVW/JS/lo Attachments

### CASE # PSP-15-11-365

Commission District # 1

### 1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of March 23, 2016, to approve the Lake Avalon PD / Lake Avalon Preliminary Subdivision Plan (PSP) to subdivide 66.20 acres in order to construct 46 detached single-family residential dwelling units.

### 2. PROJECT ANALYSIS

A. Location: North of Avalon Road / West of State Road 429

B. Parcel ID: 06-23-27-4284-03-510, 06-23-27-4284-03-610,

06-23-27-4284-03-521, 06-23-27-4284-00-010

C. Total Acres: 66.20

D. Water Supply: Orange County Utilities

E. Sewer System: Orange County Utilities

F. Schools: Whispering Oak ES Capacity: 767, Enrollment: 862

Sunridge MS Capacity: 1,216, Enrollment: 1,257 West Orange HS Capacity: 3,272, Enrollment: 4,161

G. School Population: 46

H. Parks: Summerport - 3.7 Miles

Proposed Uses: 46 detached single-family residential dwelling units

J. Site Data: Maximum Building Height: 35' (2-Stories)

**Building Setbacks:** 

20' Front 20' Rear 10' Side

15' Side Street

125' Lakefront (from NHWE)

25' PD Boundary 25' Wetlands 125' Lake Avalon 500' Avalon Road

K. Fire Station: Station 34 - 4000 Winter Garden Vineland Road

1

# L. Transportation:

Α Transportation Impact Fee Agreement ("Agreement") between Savi Investments, LLC ("Owner") and Orange County for the dedication of right-of-way for Avalon Road (County Road 545) was approved by the BCC on February 9, 2016 and is recorded under document number 20160078549. Within 120 days of the effective date of this Agreement the Owner shall convey to Orange County a total of 0.38 acres of right-of-way for Avalon Road (County Road 545) by warranty deed or by plat. The value of the right-of-way has been established at \$62,000 per acre and the Owner will receive \$23,560 in transportation impact fee credits for the 0.38 acres to be dedicated.

### 3. COMPREHENSIVE PLAN

The property's Future Land Use Map (FLUM) designation is Rural Settlement 1/1 (RS 1/1) which allows up to 1 dwelling unit per acre, and it is located within the Lake Avalon Rural Settlement. This request is consistent with the Comprehensive Plan.

### 4. ZONING

PD (Lake Avalon PD)

### 5. REQUESTED ACTION:

Approval subject to the following conditions:

- 1. Development shall conform to the Lake Avalon PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Lake Avalon Preliminary Subdivision Plan dated "Received March 1, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received March 1, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the

Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
- 5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

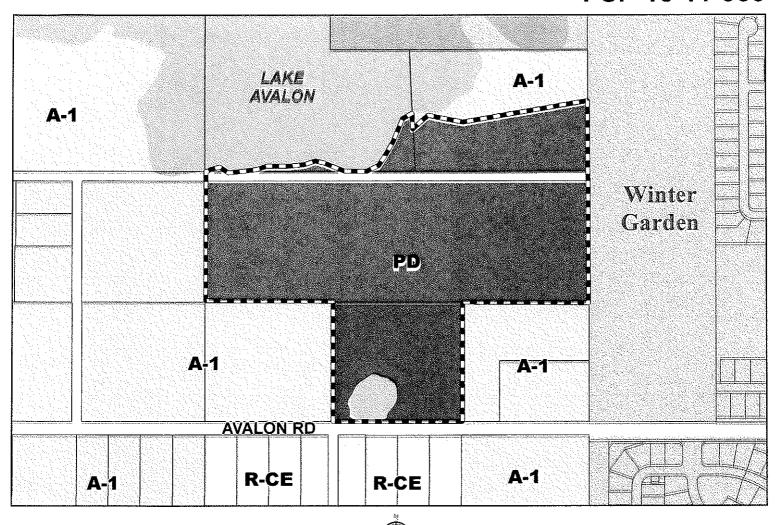
- 6. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
- 7. Owner shall comply with the terms of the Transportation Impact Fee Agreement, Lake Avalon PD /Avalon Road (County Road 545), Document #20160078549, as approved by the Board of County Commissioners.
- 8. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan / preliminary subdivision plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
- 9. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division (EPD) of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.
- 10. The site shall be stabilized following grubbing, clearing, earth work, or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans, a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
- 11. Prior to commencement of any earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.

- 12. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
- 13. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- 14. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
- 15. Signage shall comply with Orange County Code Chapter 31.5-73.
- 16. A mandatory pre-application/sufficiency review meeting for the re-plat shall be required prior to re-plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the re-plat to the County.
- 17. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
- 18. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of initial construction plan submittal.
- 19. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
- 20. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory (meeting dark sky lighting requirement) including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street

lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.

21. A waiver is granted from Section 34-171(7) to allow the streets not fronting lots to be developed without sidewalks in lieu of requiring four-foot concrete sidewalks on both sides of all streets in a subdivision.

# PSP-15-11-365





ZONING:

PD (Planned Development District)

(Lake Avalon PD)

APPLICANT:

John Prowell

VHB, Inc.

**Subject Property** 

LOCATION:

North of Avalon Road /

West State Road 429

TRACT SIZE:

66.20 acres

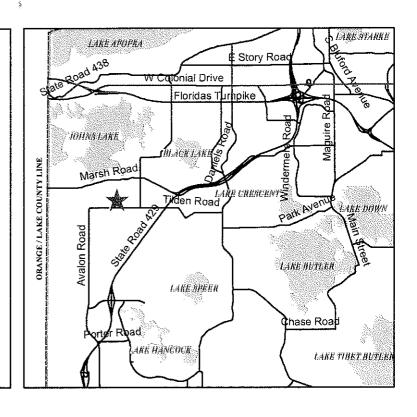
DISTRICT:

#1

S/T/R:

06/23/27

1 inch = 500 feet



**★** Subject Property

### SITE DATA:

GENERAL:

EXPAN; 22 YEAR OF STORM OF STO

### SITE / LOT DATA:

LEAX BULDING HEIGHT	35' (2 STORGES)
MIR LOT WEITH	80
MIRE LIVING AREA	2,000 S.F. (1)
MIN AVS LOT 52E	10,000 S.F.
SETBACKS:	
FRONT	20
REAR	20
SIDÉ	10
SIDE STREET	15
LAKEFRONT	125 FROM NAME (2)
POSOUNDARY	25
WETLANDS	25
LAKE AVALON	125
FROM AVALON ROAD	\$00
ORMEWAYS FROM SIDE LOT LINE	7

(1) MPPLES TO ALL BUILDINGS OF ANY TYPE AND ALL MICLARY USES

PHASING:
THIS PROJECT WILL BE DEVELOPED BY DIVE (1) PROSE MISCELLANEOUS:

LIGHTING:
1 UG/17NG SHALL COMPLY WITH SECTION 36-1255 OF THE ORANGE COUNTY CEVELOPMENT CODE.

GARBAGE PICKUP (BY ORANGE COUNTY SOLID WASTE DIVISION):
FRONT LOADING SHIGH FAMILY UNITS TO BE PICKED UP AT FRONT FROM

WETLANDS:

1 CONSERVATION AREA DETERMINATION (RESIDAND) HAS BEEN APPROVED TO DELINEATE THE VEILANDS AS SHOWN.

2 APPROVIAL OF THIS FLAND COSTS HAT CONSTITUTE APPROVIAL OF A PERMIT FOR THE CONSTRUCTION OF A BOAN DOCK, SIGLIDAND BUT NOT LIMITED TO BOANDWALKS ON DOCK SHOWN FOR THE PROPERTY OF THE CONSTRUCTION OF A BOAND DOCK, SIGLIDAND BUT NOT LIMITED TO BOANDWALKS ON DOCK SHOWN FOR THE PROPERTY APPLY FOR A REQUIRE THE OFFICE AND THE STRUCTURE OF A BOAND CONSTRUCTION OF THE CONSTRUCTION OF THE STRUCTURE OF THE STR

3 APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF A PERMIT FOR A BOAT RAMP FACULTY. ANY PERSON DESIGNIG TO CONSTRUCT A BOAT RAMP WIRIN GRANGE COUNTY SHALL FRIST APPLY FOR A PERMIT PROR TO INSTALLATION, IN ACCORDANCE WIRN CHAPTER 15, ARTICLE XV 90AT RAMPS.

4 THIS SITE IS LOCATED WITHIN THE WEXWASTURY AREA, AS ESTABLISED BY THE WEXWA PARKWAY AND PROTECTION ACT, SECTION 369.316 F.S. ADDITIONAL ENVIRONMENTAL REGULATIONS APPLY.

FIRE:

1. FRE HYDRANTS SHALL BE PETALLED SO THAT THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS IN THE GRANGE COUNTY SUBDIMENTAL CASE OF THE COUNTY SUBD FIGURE TRANSPORT SHALL SERVICE THE STATE OF THE SERVICE THE STATE OF T

4. THE OFFICE OF THE FRE MARSHAL RECOGNIZES STREETS AS REQUIRED FRE DEPARTMENT ACCESS AND THO PARKING SKINAGE SHALL BE INSTALLED IN ALL AREAS NOT DESIGNATED AS PARKING AREAS.

LANDSCAPE:

1. FIXEL LANGUAGE FLANS ARE REQUISE TO BE SUBMITTED FOR REVEW AND APPROVAL PRIOR TO LANGUAGE CONSTRUCTION LANGUAGE FLANS TO BE IN ACCORDING WITH CRANKE COUNTY ZOHIO, ARTICLE VIE P.D PLANKED DEVELOPMENT GETTICS, DIVISION & VALAGE FLANKED DEVELOPMENT

OWNERSHIP/MAINTENANCE: PUBLIC TO BE OWNED AND MAINTAINED BY DRANGE COUNTY.

STORMWATER TRACT PUBLIC: TO BE OWNED AND MARINANED BY DRANGE COURTY WITH USE AGREEMENT TO ALLOW HOA ABILITY TO MAINTAIN FOR AESTHETIC PURPOSES TO BE CEDICATED TO DRANGE COUNTY. UTLITY EASEMENTS PUBLIC:

TO BE OWNED AND MAINTAINED BY DRANGE COUNTY UTILITIES. RECREATION/OPEN SPACE PRIVATE: TO BE OWNED AND MARKFANED BY HOMEOVICERS ASSOCIATION 4" SIDEWALK (WITHIN ROW) PUSIC: TO BE DYNED AND MAINTAINED BY DRANGE COURTY

WETLANDS, UPLAND BUFFERS, OPEN PRIVATE: WATER TRACTS TO BE OWNED AND MARITAINED BY HOMEOWINER'S ASSOCIATION WITH DEVELOPMENT RIGHTS TO ORANGE COURTY AND CONSERVATION EASEMENT GRAFTED TO GRANGE COUNTY

OPEN SPACE REQUIREMENTS:

		RE	UIRED	l .	PRÓVIDE	•		
	-			CATEGORY	A (1)	CATEGORY 8 (2)	CATEGORY C (2)	
LAND USS	TOTAL DEVELO PASLE ACRES	AL LO REQUIRED P.D. PUBLIC PARK TRACTS	PUBLIC PARK YRACTS (AC.)	BUFFER TRACTS/OPEN SPACE TRACTS/ GREENSELT (AC.)	STORM WATER YRACTS (AC.) (Yract " 50%=Cmidded Acres)	WEILANDS (Track * 50%=Conditod Acres)	(AC)	
SINGLE FAMILY DISTRICTS	46.69	(10%)	4.70		19.35	0.00	0.52	
TOTAL REQUIRED ACRES OPEN SPACE			4.70					
TOTAL PROVIDED ACRES OPEN				0.00	10.35	0.00	0.52	19.87

(1) CATEGORY A CAN BE COUNTED 199% TOWARD OPEN SPACE CREDIT.

RECALLEGORY B AND C MAY ONLY ACCOUNT FOR SOK OF INSERIOUNSED OPEN SPACE ROMOWALLY, AND, SHALL NOT COMBRET D ACCOUNT FOR MORE THAN 15% OF THE
REPORTED.

WEKIVA STUDY AREA OPEN SPACE CALCULATIONS:

IN'S OF HET DEVIS OPABLE ACRES SHA	LL BE PROYIDED AS OPEK SPACE WITH PSP.			
TOTAL NET DEVELOPABLE ACRES	REQUIRED [50%] OPEN SPACE ACRES	TOTAL OPEN SPACE PROVIDED.	TOTAL STORNWATER	TOTAL UPLAND BUFFER
45.98	23,49	18.35	E22	1.49
TOTAL	23.49		27.05	

### RECREATION AREA CALCULATIONS:

2.6 Ac./1000 Population: (46 units x 3.1 Population/Units) = 0.9025 x 142.6 = 0.36 Ac.

142.6 Propriation

Recreation Provided: 0.36 Ac.

- NOTES:

  1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVEW AND MODERATION DURANG THE APPROVAL OF FARAL CONSTRUCTION FLAVOR.
  - 3. LIGHTING, ACCESS POINTS, OR ACTIVITIES NESULTRIG RENOTHINGSE LEVELS WARDH ADVERSELY AFFECT ABUTTING PROPERTY SHALL BE PROHERED.
  - 4. THIS DEVELOMENT SHALL NOT BE A GATED SUBDIVISION
  - E THIS PROJECT SHALL BE DESIGNED WITH PERBURTER FENCHS, RATHER THAN SCREEN WALLS, OF A STYLE, TRANSPARENCY, AND MATERIAL RY MEEPING WITH THE LARE AVAILON RURAL SETTLEMENT OVERLAY DISTRICTS BURAL CHARACTER, AS DESCREED R SECTION 38-1101, CRANGE COUNTY CODE.

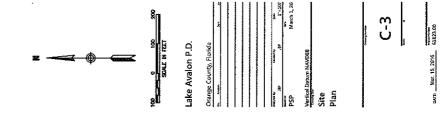
### WETLAND, BUFFER, OPEN WATER TABLE:

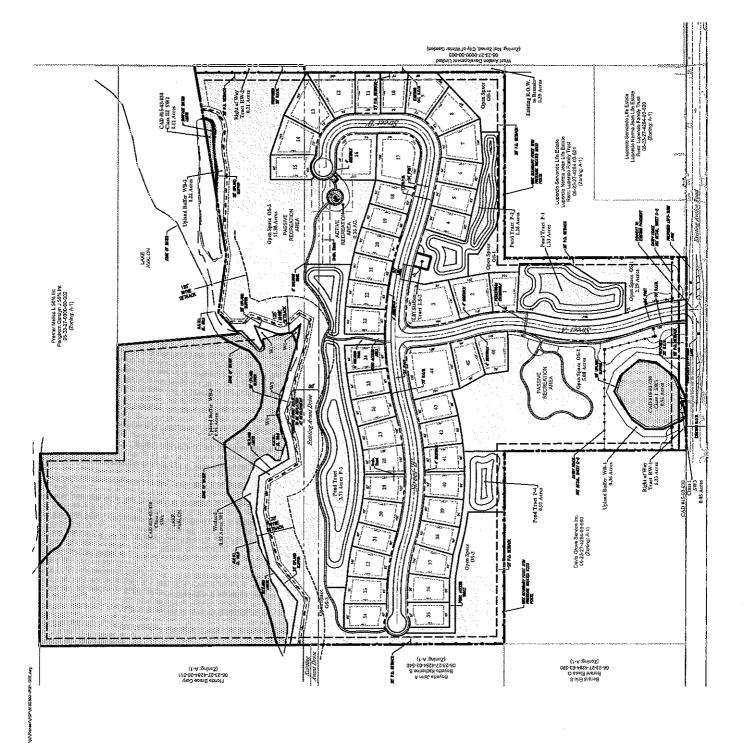
TRACT	AC
WETLAND W-1	0.52
YOTAL WETLAND	0.62

TRACT	AC .
BUFFER W8-1	9.36
BUFFER VB-2	0.22
BUFFER WB-3	Ç81
TOTAL	1.47

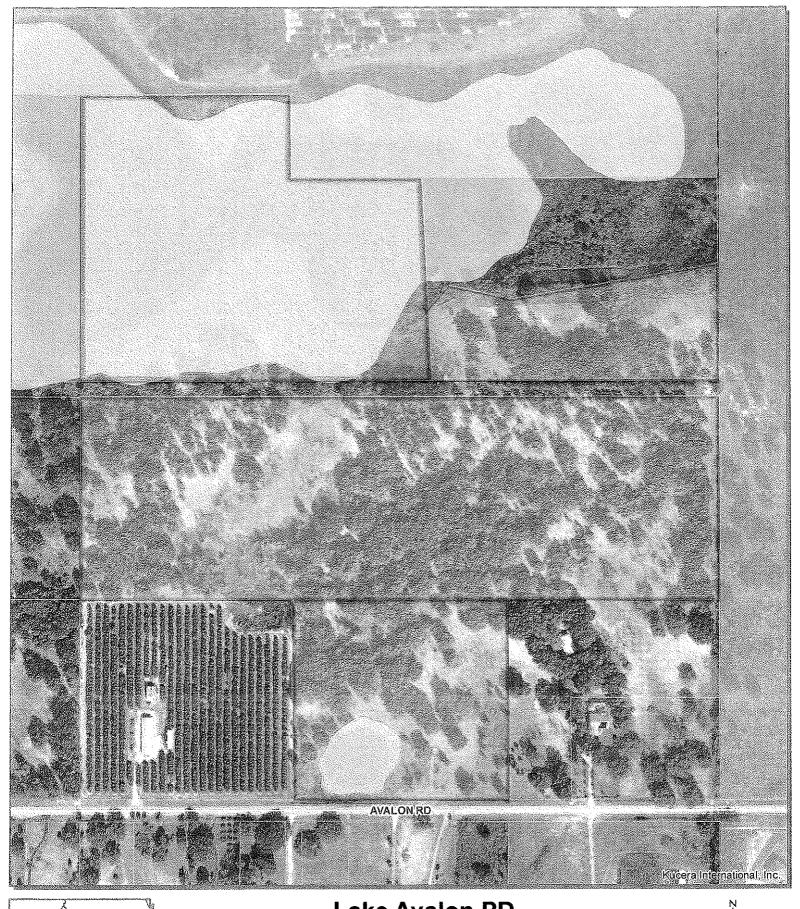
TRACT	AC
SW-1	15,64
\$W-2	0.12
6W-3	0.96
YOTAL	17.72

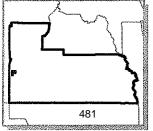




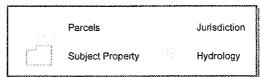


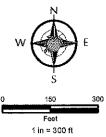
hang James Ha 25,919 8105 21 mark globest busing tabeted has bessell 8105 JP mark goldt bend





# Lake Avalon PD Lake Avalon PSP





### Interoffice Memorandum



April 28, 2016

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: May 10, 2016 – Public Hearing

Applicant: Adam Smith, VHB, Inc.

Waterleigh PD / Waterleigh Phases 2A & 2B Parcels 14 (portion of), 20, 21 (portion of), 24 (portion of) & APF Road

PSP; Case # PSP-15-11-360

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of March 23, 2016, to approve the Waterleigh PD / Waterleigh Phases 2A & 2B Parcels 14 (portion of), 20, 21 (portion of), 24 (portion of) & APF Road PSP to subdivide 166.15 acres in order to construct 361 single-family residential dwelling units.

This request also includes the following waiver from Orange County Code:

1. A waiver is requested from Section 34-152(c) to allow lots to front a mew. Legal access to these lots shall be through a platted ingress/egress easement in lieu of 20 feet fee simple as required by code.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

May 10, 2016 – Public Hearing
Adam Smith, VHB, Inc.
Waterleigh PD / Waterleigh Phases 2A & 2B Parcels 14 (portion of), 20, 21 (portion of), 24 (portion of)
& APF Road - Case # PSP-15-11-360 / District 1
Page 2 of 2

### **ACTION REQUESTED:**

Make a finding of consistency with the Comprehensive Plan (CP) and approve the Waterleigh PD / Waterleigh Phases 2A & 2B Parcels 14 (portion of), 20, 21 (portion of), 24 (portion of) & APF Road Preliminary Subdivision Plan (PSP) dated "Received February 15, 2016", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

JVW/JS/lo Attachments

# CASE # PSP-15-11-360

Commission District # 1

### 1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of March 23, 2016, to approve the Waterleigh PD / Waterleigh Phases 2A & 2B Parcels 14 (portion of), 20, 21 (portion of), 24 (portion of) & APF Road Preliminary Subdivision Plan to subdivide 166.15 acres in order to construct 361 single-family residential dwelling units.

### 2. PROJECT ANALYSIS

A. Location: South of Old YMCA Road / West of Avalon Road

(C.R. 545)

B. Parcel ID: 07-24-27-0000-00-001 (a portion of);

07-24-27-0000-00-003 (a portion of)

C. Total Acres: 166.15

D. Water Supply: Orange County Utilities

E. Sewer System: Orange County Utilities

F. Schools: Keene's Crossing ES Capacity: 859, Enrollment: 893

Bridgewater MS Capacity: 1,176, Enrollment: 1,559 West Orange HS Capacity: 3,276, Enrollment: 4,161

G. School Population: 143

H. Parks: West Beach Park - 10.1 Miles

Proposed Uses: 361 single-family residential dwelling units

J. Site Data: Townhome District: (Parcels 20 & 24)

Single-Family: (181 Units)

Maximum Building Height: 45' (3-stories)
Minimum Living Area: 1,000 Square Feet

**Building Setbacks:** 

15' Front 20' Rear

5' Side 10' Porch

10' Corner / Side Street / APF Road

50' NHWE

1

Townhome: (46 Units)

Maximum Building Height: 55' (4-stories) Minimum Living Area: 1,000 Square Feet

**Building Setbacks:** 

15' Front

14' Rear

0' / 7' Side

10' Porch

10' Corner / Side Street / APF Road

**50' NHWE** 

# Garden Home Mixed Use District: (Parcel 21)

Single-Family: (108 Units)

Maximum Building Height: 45' (3-stories) Minimum Living Area: 1,200 Square Feet

**Building Setbacks:** 

15' Front

20' Rear

5' Side

10' Porch

10' Corner / Side Street / APF Road

**50' NHWE** 

Townhome: (26 Units)

Maximum Building Height: 55' (4-stories) Minimum Living Area: 1,000 Square Feet

Building Setbacks:

15' Front

14' Rear

0' / 7' Side

10' Porch

10' Corner / Side Street / APF Road

**50' NHWE** 

### K. Fire Station:

Station 32 - 14932 E. Orange Lake Boulevard

### L. Transportation:

The Village H Horizon West Road Network Agreement was approved by the Board of County Commissioners on 2/12/2013 and recorded at OR Book/Page 10525/6172. This agreement provides for the dedication of right-of-way, design, engineering, permitting, mitigation and construction of C.R. 545 to four lanes in four phases according to specific trip allocations and performance thresholds. Concurrency Vesting shall be provided pursuant to Table 1 based on achieved thresholds of the road improvements. Conveyance shall be by general

warranty deed at no cost to the County prior to each phase of roadway construction. The Signatory Owners will receive Road Impact Fee Credits in Road Impact Fee Zone 4 for the lesser of (a) 95% of the actual, reasonable unreimbursed sums incurred by Signatory Owners for permitting, design, mitigation, inspection and construction expense exclusive of enhanced landscaping and street lighting or (b) 60% of the countywide average total cost of road construction per lane mile. This agreement was negotiated based on the approved Horizon West Global Road Term Sheet.

As proof of satisfaction of the project's transportation concurrency obligations, and in compliance with that certain Village H Road Network Agreement recorded at O.R. Book 10525, Page 6172, Public Records of Orange County, Florida, the developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

### 3. COMPREHENSIVE PLAN

The property's Future Land Use Map (FLUM) designation is Village (V) (Horizon West Village H - Garden Home Mixed Use District / Townhome District). This request is consistent with the Comprehensive Plan.

### 4. ZONING

PD (Waterleigh PD)

### 5. REQUESTED ACTION:

Approval subject to the following conditions:

 Development shall conform to the Waterleigh PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Waterleigh Phases 2A & 2B Parcels 14 (Portion of), 20, 21(Portion of), 24(Portion of) & APF Road Preliminary Subdivision Plan dated "Received February 15, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received February 15, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.

- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.
- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this preliminary subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.

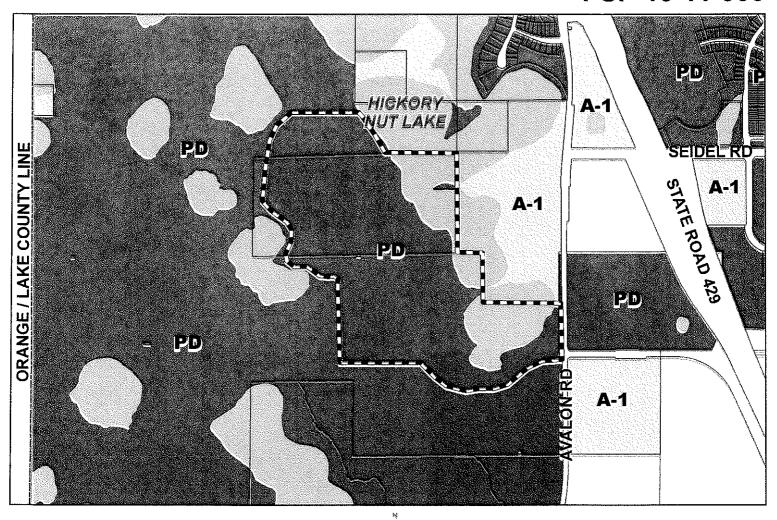
- 5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
- 6. Park Tract P-4 shall have DP approval and shall be constructed prior to issuance of a certificate of completion for that phase.
- 7. Signage shall comply with Chapter 31.5 and with the approved PD Land Use Plan.
- 8. All home designs/types proposed for this PSP shall be submitted to the County for setback & architectural review a minimum of 90 days prior to model home requests and/or permitting.
- 9. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
- 10. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
- 11. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.

- 12. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any construction plans submittal.
- 13. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.
- 14. The plat and the Conditions, Covenants, and Restrictions (CC&Rs) for this project shall notify homeowners of the following: Homeowners own and maintain their individual water services which extend to their homes from public water meters located adjacent to public road right-of-way. Any privately-owned water services for affected lots shall extend to those units through the HOA-owned green space fronting those homes. Owners of such affected lots shall be granted access to the HOA tracts fronting their homes for the purpose of maintaining their water services.
- 15. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
- 16. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.

- 17. As proof of satisfaction of the project's transportation concurrency obligations, and in compliance with that certain Village H Road Network Agreement recorded at O.R. Book 10525, Page 6172, Public Records of Orange County, Florida, the developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.
- 18. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.
- 19. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- 20. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
- 21. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.

- 22. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
- 23. Approval of this plan does not constitute approval of a permit for the construction of a boat dock, boardwalk, observation pier, fishing pier, community pier or other similar permanently fixed or floating structures. Any person desiring to construct any of these structures shall apply for an Orange County Dock Construction Permit. Application shall be made to the Orange County Environmental Protection Division as specified in Orange County Code Chapter 15 Environmental Control, Article IX Dock Construction prior to installation.
- 24. A waiver from Sec.34-152 (c) is granted to allow lots to front a mew. Legal access to these lots shall be through a platted ingress/egress easement in lieu of 20 feet fee simple as required by code.

# PSP-15-11-360





ZONING: PD (Planned Development District)

(Waterleigh PD)

APPLICANT: **Adam Smith** 

**Subject Property** 

VHB, Inc.

LOCATION: South of Old YMCA Road /

West of Avalon Road (CR 545)

TRACT SIZE: 166.15 acres

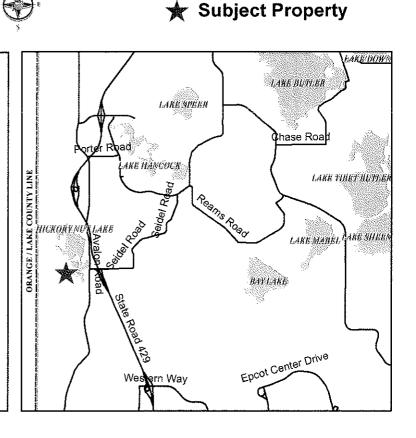
DISTRICT:

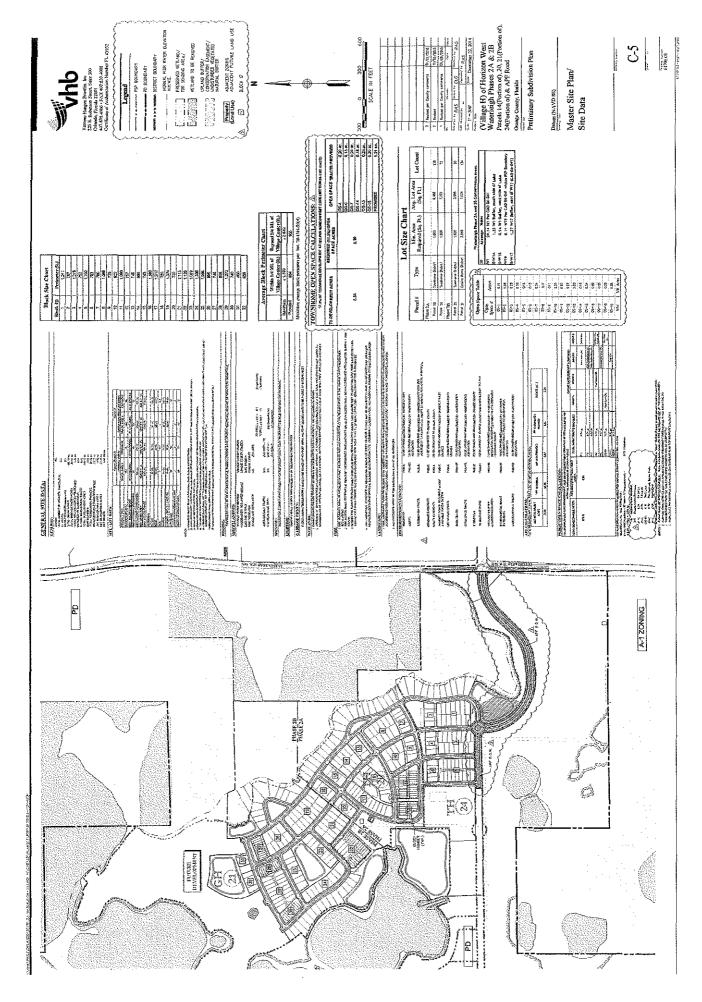
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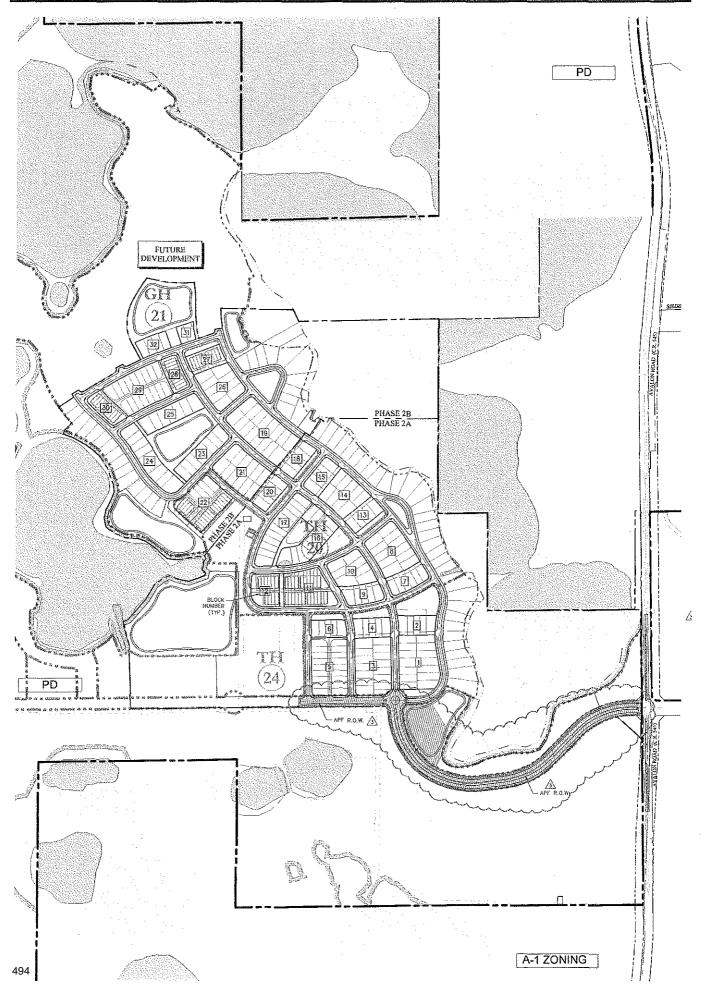
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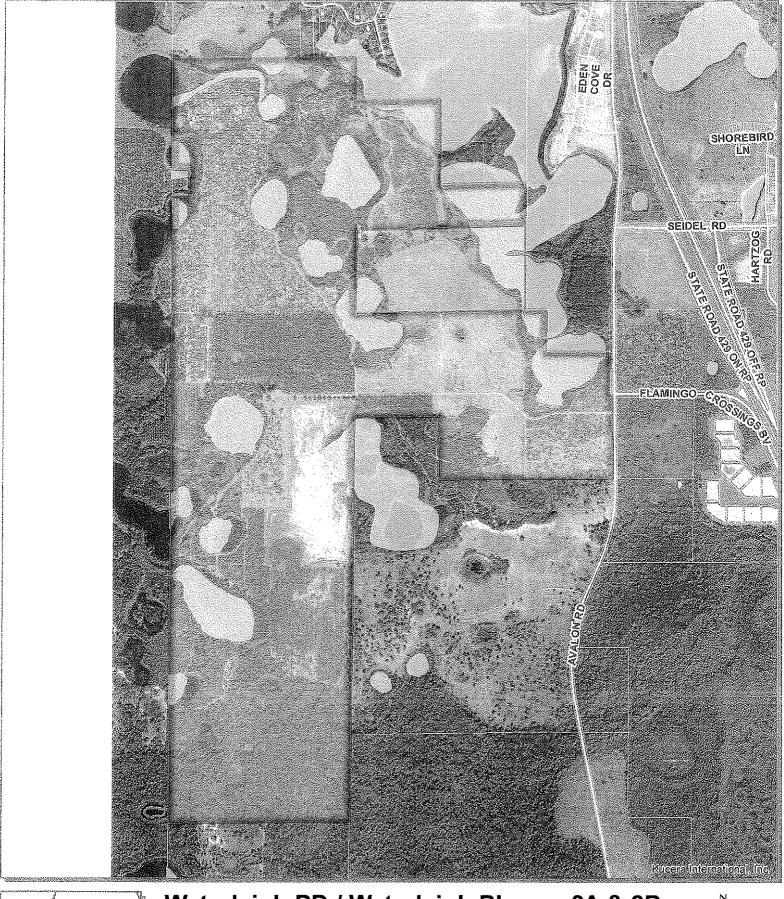
07/24/27

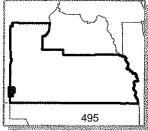
1 inch = 1,250 feet





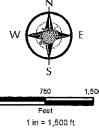






Waterleigh PD / Waterleigh Phases 2A & 2B Parcels 14, 20, 21, 24 & APF Road PSP

Parcels Jurisdiction
Subject Property Hydrology



### Interoffice Memorandum



April 28, 2016

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:

May 10, 2016 - Public Hearing

Applicant: Adam Smith, VHB, Inc.

Zanzibar Property PD / Zanzibar Property Phase 1 PSP

Case # PSP-15-07-200

This public hearing will need to be continued until June 28, 2016 to allow for the waiver requests to be re-advertised.

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of February 24, 2016, to approve the Zanzibar Property PD / Zanzibar Property Phase 1 Preliminary Subdivision Plan (PSP) to subdivide 141.57 acres in order to construct 213 single-family residential dwelling units.

This request also includes the following waivers from Orange County Code:

- A waiver from Sec. 34-152(c) to allow lots to front open space. Legal access to these lots shall be through a platted ingress / egress easement in lieu of 20 foot fee simple as required by code.
- 2. A waiver from Sec. 38-1384(g)(1) to allow townhome units on ends of buildings to utilize a three (3) foot setback from alley easements with an additional "onstreet" parking space provided in lieu of an "off-street" space.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: Continue DRC case #PSP-15-07-200 to June 28, 2016 at

2:00 p.m. District 1

JVW/JS/lo Attachments

## CASE # PSP-15-07-200

Commission District # 1

### 1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of February 24, 2016, to approve the Zanzibar Property PD / Zanzibar Property Phase 1 Preliminary Subdivision Plan (PSP) to subdivide 141.57 acres in order to construct 213 single-family residential dwelling units.

### 2. PROJECT ANALYSIS

A. Location: North of Old YMCA Road / West of State Road 429

B. Parcel ID: 31-23-27-0000-00-004

C. Total Acres: 141.57

D. Water Supply: Orange County Utilities

E. Sewer System: Orange County Utilities

F. Schools: Keene's Crossing ES Capacity: 859, Enrollment: 197

Bridgewater MS Capacity: 1,176, Enrollment: 1,374 West Orange HS Capacity: 3,276, Enrollment: 3,836

G. School Population: 78

H. Parks: Summerport Park - 7.4 Miles

I. Proposed Uses: 213 single-family residential dwelling units

J. Site Data: Estate Rural District (Parcel 1B)

Maximum Building Height: 45' (3-Stories)

Minimum Living Area: 1,500 Sq. Ft.

**Building Setbacks:** 

20' Front 25' Rear 10' Side

10' Porch

10' Corner/Side Street /APF Road

**50' NHWE** 

# **Garden Home Single Family District (Parcel 1C)**

Maximum Building Height: 45' (3-Stories) Minimum Living Area: 1,200 Sq. Ft.

**Building Setbacks:** 

15' Front

20' Rear

5' Side

10' Porch

10' Corner/Side Street/ APF Road10'

**50' NHWE** 

### Townhome District (Parcel 1D)

Maximum Building Height: 55' (4-Stories)

Minimum Living Area: 1,000 Sq. Ft.

**Building Setbacks:** 

15' Front

14' Rear

0'/7' Side

10' Porch

10' Corner/Side Street/APF Road 50' NHWE

### K. Fire Station:

# 32 - 14932 E. Orange Lake Boulevard

### L. Transportation:

The Village H Horizon West Road Network Agreement for C.R. 545 was approved by the Board of County Commissioners on 2/12/2013 and recorded at OR Book/Page 10525/6172. The Village H Horizon West Road Network Agreement provides for the dedication of right-of-way, design, engineering, permitting, mitigation and construction of C.R. 545 to four lanes in four phases according to specific trip allocations and performance thresholds. Concurrency Vesting shall be provided pursuant to Table 1 based on achieved thresholds of the road improvements. Conveyance shall be by general warranty deed at no cost to the County prior to each phase of roadway construction. The Signatory Owners will receive Road Impact Fee Credits in Road Impact Fee Zone 4 for the lesser of (a) 95% of the actual, reasonable unreimbursed sums incurred by Signatory Owners for permitting, design, mitigation, inspection and construction expense exclusive of enhanced landscaping and street lighting or (b) 60% of the countywide average total cost of road construction per lane mile. This agreement was negotiated based on the approved Horizon West Global Road Term Sheet.

As proof of satisfaction of the project's transportation concurrency obligations, and in compliance with that certain Village H Road Network Agreement recorded at O.R. Book 10525, Page 6172, Public Records of Orange County, Florida, the developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan / Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

### 3. COMPREHENSIVE PLAN

The property's Future Land Use Map (FLUM) designation is Village (V) (Horizon West Village H – Estate Rural District / Garden Home Single Family District / Townhome District). This request is consistent with the Comprehensive Plan.

### 4. ZONING

PD (Zanzibar Property PD)

### 5. REQUESTED ACTION:

Approval subject to the following conditions:

- 1. Development shall conform to the Zanzibar Property PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Zanzibar Property Phase 1 Preliminary Subdivision Plan dated "Received February 5, 2016" and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received February 5, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to

have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this development plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
- 5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).

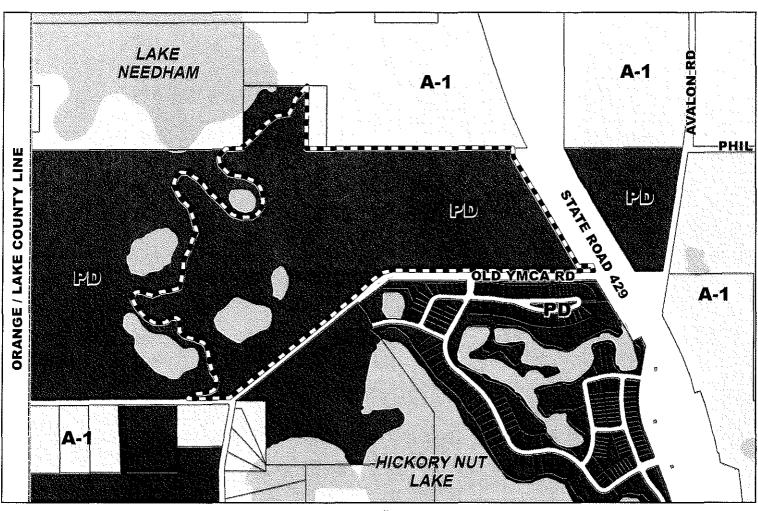
- 6. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year/24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
- 7. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.
- 8. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of construction plans submittal.
- 9. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel, and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Department via a "Letter of Commitment" prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records section. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.
- 10. Roads and drainage system(s), including any retention pond(s), will be owned and maintained by Orange County with a Municipal Service Benefit Unit (MSBU) established for stormwater system functionality. Routine maintenance, including mowing, beyond that provided by the County, shall be the responsibility of the Homeowners' Association.
- 11. The developer must provide a valid Assignment of Vested Trips document together with the applicable Confirmation Letter issued by Orange County, concurrently with or prior to Preliminary Subdivision Plan/Development Plan submittal. In addition, the Preliminary Subdivision Plan and each subsequent Development Plan must show a legend with trip allocations by parcel identification number and phase of the development.

- 12. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is otherwise vested or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
- 13. Prior to Certificate of Completion for the first phase of the subdivision, reconstruction of Old YMCA Road shall be substantially complete and open to traffic. Full depth reconstruction of Old YMCA Road shall be required.
- 14. The covenants, conditions, and restrictions (CC&Rs) shall contain notification to potential purchasers, builders or tenants of this development of the proximity of the 545 Landfill and West Orange Environmental solid waste management facilities located adjacent to the northeast of the project boundary.
- 15. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- 16. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
- 17. Prior to commencement of any earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
- 18. The site shall be stabilized following grubbing, clearing, earth work, or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of seventy percent (70%) coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, or approval of mass grading or constructions plans, a letter of credit or cash escrow acceptable to the County shall be submitted to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit or cash escrow.
- 19. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area,

unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division (EPD) of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.

- 20. At least thirty (30) days prior to construction plan submittal, the applicant shall submit a Master Utility Plan (MUP) for the PSP, including hydraulically dependent parcels outside the PSP boundaries; such MUP shall include supporting calculations showing that the PSP-level MUP is consistent with the approved MUP for the Village, or shall include an update to the Village MUP to incorporate any revisions. The MUP(s) must be approved prior to construction plan approval.
- 21. All home designs/types proposed for this PSP shall be submitted to the County for setback & architectural review a minimum of 90 days prior to model home requests and/or permitting.
- 22. A waiver from section 34-152(c) is granted to allow lots to front open space. Legal access to these lots shall be through a platted ingress/egress easement in lieu of 20 foot fee simple as required by code.
- 23. A waiver from Sec. 38-1384(g)(1) is granted to allow townhome units on ends of buildings to utilize three (3) foot setback from alley easement with an additional "on-street" parking space provided in lieu of an "off-street" space.

### PSP-15-07-200





Subject Property



★ Subject Property

### **Zoning**

ZONING: PD (Planned Development District)

(Zanzibar Property PD)

APPLICANT: Adam Smith

VHB, Inc.

LOCATION: North of Old YMCA Road /

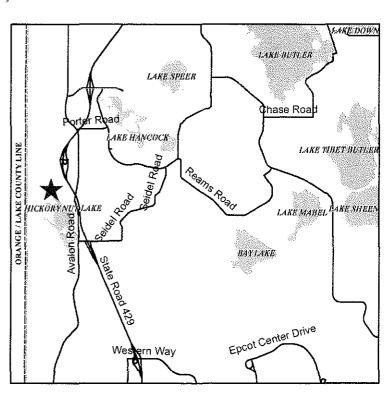
West of State Road 429

TRACT SIZE: 141.57 acres

DISTRICT: #1

S/T/R: 31/23/27

1 inch = 1,000 feet



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Trip Allocation Chart

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Type

Phase 1 Lot Size Chart

Zanzibar PD - Phase 1 Horizon West Village H

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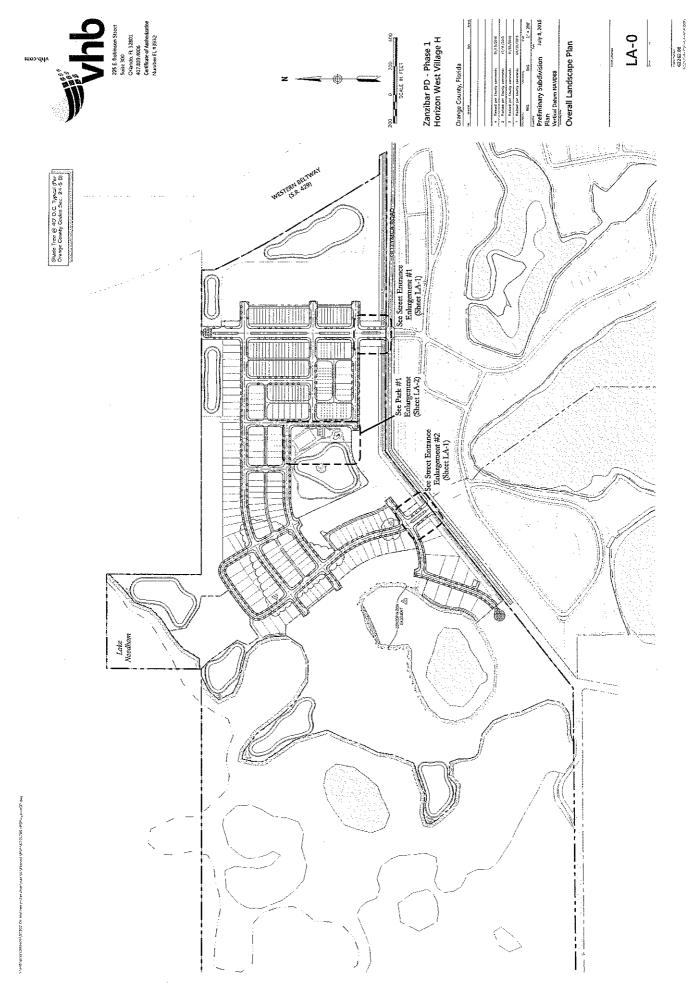
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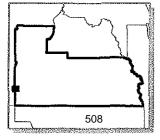
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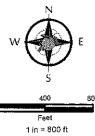




### Zanzibar Property PD Zanzibar Property Phase 1 PSP

Parcels Jurisdiction

Subject Property Hydrology



### Interoffice Memorandum



April 28, 2016

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: May 10, 2016 – Public Hearing

Applicant: Brian Kittle, Meritage Homes of Florida, Inc.

Kerina Parkside PD / Parkside Tract 2 Preliminary Subdivision

Plan – Substantial Change - Case # CDR-15-12-385

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of March 23, 2016, to approve the Kerina Parkside PD / Parkside Tract 2 Preliminary Subdivision Plan — Substantial Change to convert public infrastructure to private, create a gated private subdivision, and add entry and perimeter hardscape / landscape features.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the DRC Office.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive

Plan (CP) and approve the Kerina Parkside PD / Parkside Tract 2 Preliminary Subdivision Plan – Substantial Change dated "Received February 18, 2016", subject to the conditions listed under the DRC

Recommendation in the Staff Report. District 1

JVW/JS/lo Attachments

### **CASE # CDR-15-12-385**

Commission District # 1

### 1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of March 23, 2016, to approve a substantial change to the Kerina Parkside PD / Parkside Tract 2 Preliminary Subdivision Plan to convert public infrastructure to private, create a gated private subdivision, and add entry and perimeter hardscape / landscape features.

### 2. PROJECT ANALYSIS

A. Location: South of Buenavista Woods Boulevard / East of South

Apopka Vineland Road

B. Parcel IDs: 10-24-28-0000-00-052; 0-24-28-0000-00-053 (a portion of)

C. Total Acres: 36.28

D. Water Supply: **Orange County Utilities** 

E. Sewer System: **Orange County Utilities** 

F. Schools: Sand Lake ES Capacity: 828, Enrollment: 591

> Southwest MS Capacity: 1,209, Enrollment: 1,341 Dr. Phillips HS Capacity: 2,866, Enrollment: 3,593

G. School Population: 48

H. Parks: Dr. Phillips - 0.1 Mile

 Proposed Uses: 111 Single-Family Residential Dwelling Units

J. Site Data: Maximum Building Height: 35' (2-Stories)

Minimum Living Area: 1,800 Square Feet

**Building Setbacks:** 

25' Front 20' Rear 5' Side

15' Side Street 25' PD Boundary

K. Fire Station: 36 - 12252 Winter Garden Vineland Road

L. Transportation: This request does not include an increase in residential

dwelling units. Additionally, there is an approved Capacity

Encumbrance Letter (CEL-03-134) on file for this project.

### 3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) of Low Density Residential (LDR). The proposed use is consistent with the Comprehensive Plan.

### 4. ZONING

PD (Kerina Parkside PD)

### 5. REQUESTED ACTION:

Approval subject to the following conditions:

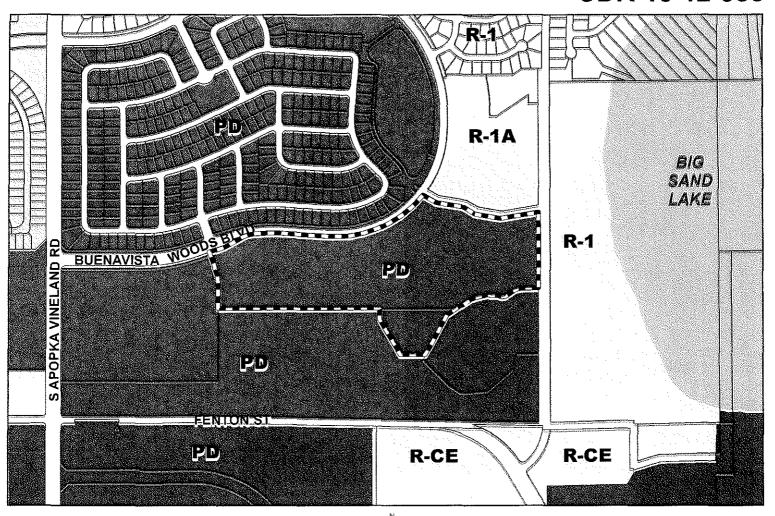
- 1. Development shall conform to the Kerina Parkside PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Parkside Tract 2 Preliminary Subdivision Plan dated "Received February 18, 2016," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received February 18, 2016," the condition of approval shall control to the extent of such conflict or inconsistency.
- 2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and/or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

- 3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
- 4. Developer/Applicant has a continuing obligation and responsibility from the date of approval of this Preliminary Subdivision plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer/applicant acknowledges and understands that any such changes are solely the developer's/applicant's obligation and responsibility to disclose and resolve, and that the developer's/applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
- 5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
- 6. This project shall be a gated community and shall comply with the minimum requirements of the Gated Community Ordinance, Orange County Code Sections 34-280, 34-290, and 34-291, as they may be amended from time to time.
- 7. A mandatory pre-application/sufficiency review meeting for the plat shall be required prior to plat submittal, but after approval of the site construction plans. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application/ sufficiency review meeting prior to formal submittal of the plat to the County.

- 8. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of the initial construction plans submittal.
- 9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 3, 2014, shall apply:
  - a. A waiver from Section 34-171(2) is granted to allow the use of FDOT Type F or Type D curb on medians, in lieu of median curb as required by the code.
  - b. Roads and drainage system, including the retention ponds, will be owned and maintained by Orange County with an MSBU established for stormwater system functionality. Routine maintenance, including mowing above and beyond the frequency provided by the County, shall be the responsibility of the Home Owners' Association.
  - c. Prior to construction plan approval, a master stormwater management plan including a drainage study to establish the 100-year flood elevation, if none exists, shall be submitted to the Development Engineering Division for review and approval.
  - d. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted, which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
  - e. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is vested and/ or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
  - f. The applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to platting. Nothing in this condition and nothing in the decision to approve this preliminary subdivision plan. shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.

- g. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Chapter 15 prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted.
- h. Prior to performance of any earth work or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection.
- i. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of 70% coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, approval of mass grading or construction plans, a letter of credit or cash escrow shall be submitted to the County to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit.
- j. Prior to construction plan submittal, provide an addendum to the Master Utility Plan (MUP) for the Parkside PD including hydraulic calculations for the mains to be constructed within this PSP. The update shall be consistent with the Parkside MUP; otherwise an update to the MUP shall be included in the submittal.
- k. Signage shall comply with Ch. 31.5.
- I. The entire pond shall be conveyed to Orange County in fee simple prior to or concurrent with the plat.
- m. A six (6) foot high PVC fence shall be provided 5' from the rear property lines of lots 24 through 38 and provided within a fence and landscape easement with landscaping plans submitted with construction plans. The landscaping shall preserve as much natural plantings as possible.

### CDR-15-12-385





ZONING: PD (Planned Development District)

(Kerina Parkside PD)

APPLICANT: Brian Kittle

**Subject Property** 

Meritage Homes of Florida, Inc.

LOCATION: South of Buenavista Woods Boulevard /

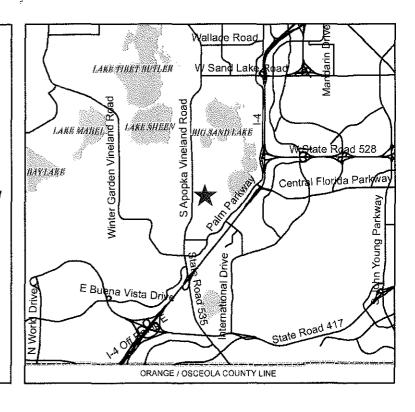
East of South Apopka Vineland Road

TRACT SIZE: 36.28 acres

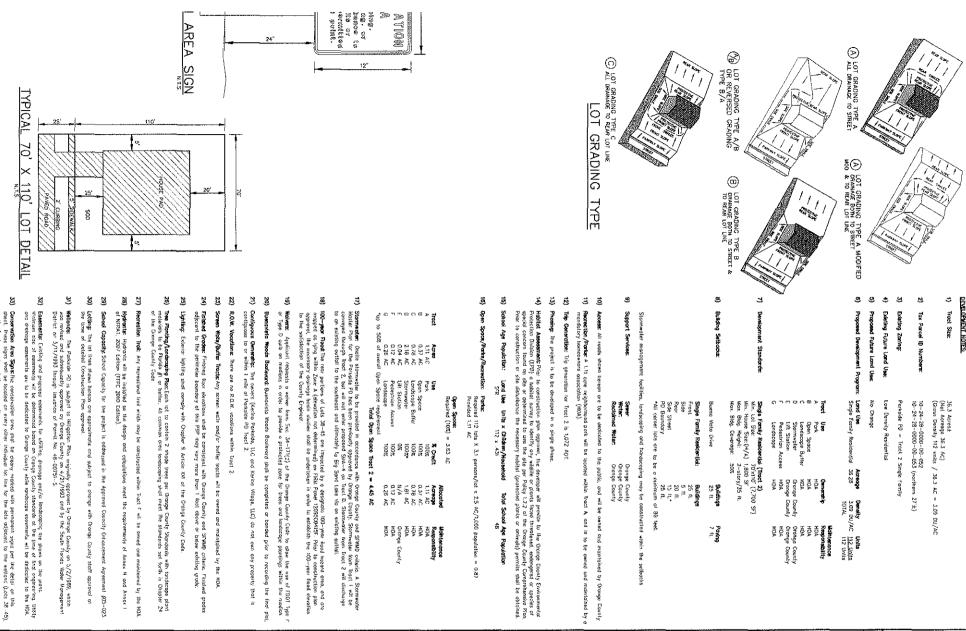
DISTRICT: #1

S/T/R: 10/24/28

1 inch = 750 feet



**Subject Property** 



SHEET

DRAWING

NOTES.DWG

Parkside PD -Tract 2 PRELIMINARY SUBDIVISION PLAN / DEVELOPMENT PLAN Orange County, Florida NOTES & DETAILS



DRAWN BY

MPB

#### DONALD W. MCINTOSH ASSOCIATES, INC. **PLANNERS** SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CHECKED BY

DMK

SCALE

NTS

24170

8/1/14 ADDED 60' R/W SECTION 2 4/4/14 PER 7/11/13 OC DRC COMMENTS 1 6/24/13 PER OC DRC COMMENTS NO. DATE DESCRIPTION REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68

of **7** 

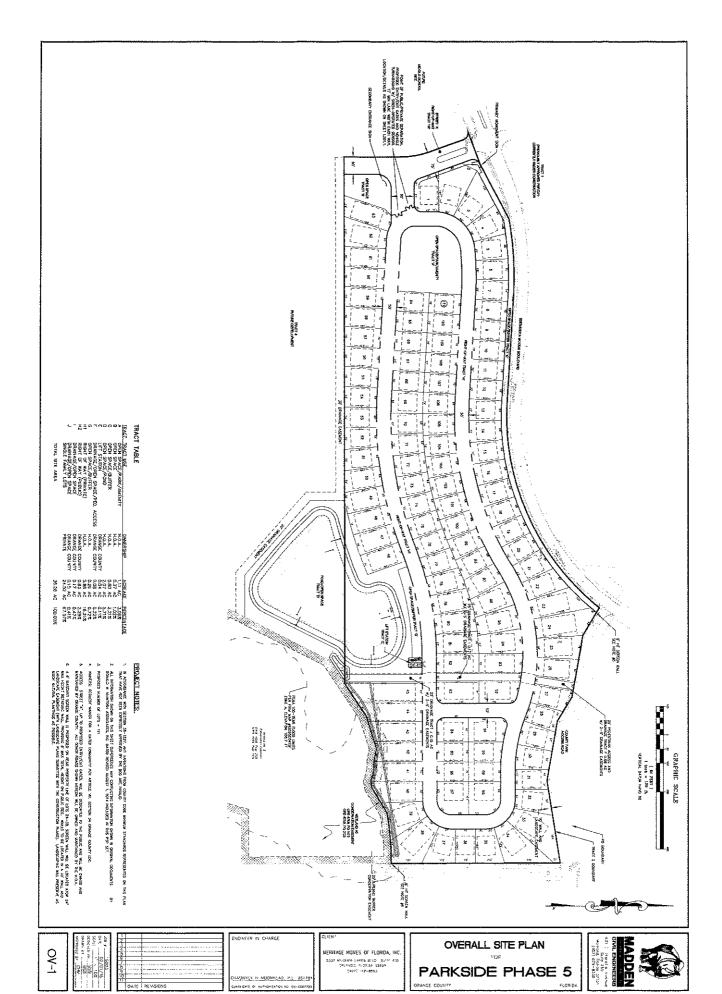
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STAFF

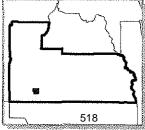
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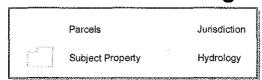
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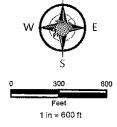






## **Kerina Parkside PD - Parkside Track 2 PSP Substantial Change**





### **Interoffice Memorandum**



April 25, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Jon V. Weiss, P.E., Director

Community Environmental and Development

Services Department

**CONTACT PERSON:** 

Dean Stites, Manager

Fiscal and Operational Support Division

(407) 836-5301

SUBJECT:

May 10, 2016 - Adoption Public Hearing

An Ordinance Affecting the Use of Land in Orange County, Florida Relating to School Impact Fees and Associated Student Generation Rates; Amending the Orange County School Impact Fee Ordinance Codified at Article V, Chapter 23 of the Orange County Code; Amending Section 34-155 of the Orange County Subdivision Regulations to Reflect Updated Student Generation Rates; and Providing for an

Effective Date

The Planning and Zoning Commission/Local Planning Agency (PZC/LPA) held a public hearing on March 17, 2016, where they recommended a finding of consistency with the Comprehensive Plan and approval of the 2016 School Impact Fee Ordinance (Ordinance). As part of their recommendation, the PZC/LPA requested that staff and the School Impact Fee Advisory Group (Advisory Group) work on a plan to incrementally implement the fee increase.

On April 7, 2016, the Advisory Group held their final meeting where they reviewed the Ordinance. At that meeting the Advisory Group recommended approval of the proposed fee increase; however they suggested that the entire impact fee increase be deferred until January 1, 2017. The deferment was not supported by Christine Bramuchi or Derrick Cox; both of whom were appointed to the Advisory Group by the School Board. The Advisory Group also suggested that townhouses should be allowed to defer payment of the school impact fees to the certificate of occupancy, upon request, rather than requiring payment at building permit issuance. Additionally, the

Page Two May 10, 2016 - Adoption Public Hearing School Impact Fee Ordinance

Advisory Group recommended certain changes to the alternative impact fee language in section 23-144 of Chapter 23.

The Orange County School Board (School Board) held a public hearing on April 12, 2016, where they endorsed and recommended transmittal of the Draft School Impact Fee Study Update dated February 5, 2016 and Ordinance. The School Board did not endorse the Advisory Group's recommendation to defer the impact fee increase until January 1, 2017. They also did not endorse the deferment of the payment of impact fees for townhouses until certificate of occupancy.

The Ordinance has been placed on the agenda for the meeting of May 10, 2016 to be heard at a public hearing.

ACTION REQUESTED: Approval of an Ordinance Affecting the Use of Land in Orange County, Florida Relating to School Impact Fees and Associated Student Generation Rates; Amending the Orange County School Impact Fee Ordinance Codified at Article V. Chapter 23 of the Orange County Code; Amending Section 34-155 of the Orange County Subdivision Regulations to Reflect Updated Student Generation Rates; and Providing for an Effective Date. All **Districts** 

### JVW/DS/BD:rep

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

Recommendation Memorandum

School Impact Fee Advisory Group Recommendation Memorandum

Orange County Public Schools Letter and Resolution

2016 School Impact Fee Ordinance

### c: Aiit Lalchandani, County Administrator

Christopher R. Testerman, AICP, Assistant County Administrator

Jon V. Weiss, P.E., Director, CEDS Department

Joel Prinsell, Deputy County Attorney

Whitney Evers, Assistant County Attorney

Scott Howat, Senior Executive Director, OCPS

Rick Collins, Chief Financial Officer, OCPS

Dale Kelly, Senior Director, OCPS

Woody Rodriguez, Office of the General Counsel, OCPS

Eileen Fernandez, Office of the General Counsel, OCPS

Julie Salvo, AICP Senior Administrator, OCPS

Steve Tindale, P.E., AICP, Chief Executive Officer, Tindale-Oliver & Associates

Nilgun Kamp, AICP, Principal, Tindale-Oliver & Associates

2	ORDINANCE NO. 2016			
4 6	AN ORDINANCE AFFECTING THE USE OF LAND IN ORANGE COUNTY, FLORIDA RELATING TO SCHOOL IMPACT FEES AND ASSOCIATED STUDENT			
	GENERATION RATES; AMENDING THE ORANGE			
8	COUNTY SCHOOL IMPACT FEE ORDINANCE CODIFIED AT ARTICLE V, CHAPTER 23, OF THE			
10	ORANGE COUNTY CODE; AMENDING SECTION 34-155 OF THE ORANGE COUNTY SUBDIVISION			
12	REGULATIONS TO REFLECT UPDATED STUDENT GENERATION RATES; AND PROVIDING FOR AN			
14	EFFECTIVE DATE.			
16	BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANG			
	COUNTY:			
18	Section 1. The Orange County Code, Chapter 23, Article V, School Impact Fees, is			
	hereby amended in part as set forth in Section 2 below with the new language indicated by			
20	underlining and the deleted language being struck through.			
	Section 2. Orange County Code, Chapter 23, Article V, School Impact Fees, is			
22	hereby amended as follows:			
	ARTICLE V. SCHOOL IMPACT FEES			
24	DIVISION 1. GENERALLY			
26	Sec. 23-121. Definitions.			
28	When used in this article, the following terms shall have			
30	the following meanings, unless the context otherwise clearly requires:			
32	to to to			
34	Affordable housing shall mean housing as described in Section 23-163 hereof and defined in Orange County			
36	Administrative Regulation 4.08.			

38	* * *
40	Duplex shall mean a building with two (2) dwelling units which has two (2) kitchens and is designed for or occupied
42	exclusively by two (2) families. The units of a duplex must be connected by a common wall.
44	* * *
46	Multifamily dwelling unit shall mean a dwelling unit
48	located in a building or a portion of a building (including, but not limited to accessory dwelling units, apartments, townhouses
50	duplexes, triplexes, quadraplexes, and condominiums), regardless of form of ownership, which building contains more than one (1)
52	dwelling unit designed for occupancy by a single family, and such dwelling units are customarily offered for rent on a monthly basis,
54	generally for a minimum six-month lease period.
56	* * *
58	<u>Quadraplex</u> shall mean a building with four (4) dwelling units which has four (4) kitchens and is designed for or occupied
60	exclusively by four (4) families. Each unit of a quadraplex must be connected by a common wall.
62	
64	Residential means multifamily dwelling units, mobile homes, townhouses, or single-family detached houses.
66	* * *
68	Student housing shall mean any multi-family development or portion thereof where the dwelling units are designed and
70	constructed as three (3) or more bedrooms with three (3) or more bathrooms which is marketed and/or rented to students attending a
72	local college, university, community college, or private school, or any multi-family development or portion thereof comprised of
74	dwelling units consisting of three (3) or more bedrooms and less than three (3) bathrooms where the bedrooms are leased separately.
76	* * *
78	Townhouse shall mean a self-contained dwelling which is
80	designed and constructed so that the unit and the lot on which it is located may be individually owned. Townhouse units are separated
82	by fireproof and soundproof walls and are designed to provide privacy.

Triplex shall mean a building with three (3) dwelling units which has three (3) kitchens and is designed for or occupied exclusively by three (3) families. Each unit of a triplex must be connected by a common wall.

Workforce housing shall mean multifamily housing, which may include the residential component only of a mixed use project, located within the unincorporated area of Orange County, forty (40) percent of which is reserved for individuals or families whose annual household income, as adjusted for household size, does not exceed eighty (80) percent of the area median income. Workforce housing shall not include other types of multifamily housing, such as student housing, nursing homes, senior living facilities, or assisted living facilities as described in Section 23-163 hereof and defined in Orange County Administrative Regulation 4.08.

### Sec. 23-122. Findings.

It is hereby ascertained, determined and declared that:

(1) In 2007 2011, at the request of the school board, the board enacted amended a school impact fee ordinance which, prior to the 2011 2016 revisions, was reflected school impact fees in the amounts of \$11,829.00 \$6.525.00 for single-family houses, \$6.647.00 \$3.921.00 for multifamily units (which included townhouses at the time), and \$6,344.00 \$4,345.00 for mobile homes. In recognition that land acquisition costs and construction costs were increasing at the time the ordinance was enacted, the ordinance provided for an annual automatic 5% increase for each impact fee, however, the 5% increase scheduled for January 28, 2011 was suspended by ordinance number 2011-01 at the request of the school board.

\* \* \*

(5) Section 163.3177, Florida Statutes, requires the county to adopt a comprehensive plan containing a capital improvements element which considers the need and location of public facilities within its areas of jurisdiction and the projected revenue source which will be utilized to fund these facilities. Furthermore, pursuant to section 163.3177. Florida Statutes, in 1997, the board adopted a "public school facilities element" as part of the county's comprehensive policy plan, and goal no. 4 of the element contains policies calling for review and updating of the school impact fee.

130	* * *
132	(9) The projected capital improvements to the school
134	system and the allocation of projected costs between those necessary to serve existing development and those required to accommodate the educational needs of future residential
136	construction as presented in the study entitled "Orange County <u>Public Schools School Impact Fee Study Update Study Final</u>
138	Report" dated May 10, 2011 February 5, 2016, is hereby approved and adopted by the county, and such study is found to be based on
140	the most recent and localized data and to be consistent with the comprehensive plan of the county and with the requirements of
142	section 163.31801, Florida Statutes.
144	* * *
146	(12) The establishment of a school impact fee is consistent with the comprehensive policy plan and is specifically
148	found to serve a county purpose.
150	* * *
152	(14) Within a four-year period from the effective date of the 2011 2016 revisions to this article, this article will be subject to
154	review pursuant to section 23-167, Orange County Code.
156	* * *
158	(18) The board enacted ordinance number 2011 04 on May 10, 2011 (with an effective date of May 13, 2011), providing
160	for a temporary twenty five percent (25%) reduction of county impact fees other than school-impact fees, and providing for a
162	temporary reduction of school impact fees to the amounts in the schedule set forth herein in section 23-141 (c).
164	* * *
166	n n n .
	Sec. 23-124. Adoption of impact fee study.
168	The board hereby adopts and incorporates by reference the study entitled "Orange County <u>Public Schools</u> School Impact Fee
170	Study Update Study Final Report" dated May 10, 2011 February 5, 2016.
172	* * *

1/4	DIVISION 2. SCHOOL IMPACT FEES		
176	Sec. 23-141. Imposition.		
178	(a) Except to the extent exempted by general or special		
180	law, all residential construction occurring within the county, both within the unincorporated area and within the municipal		
182	boundaries of the cities, for which a building permit is issued subsequent to the effective date of this article, shall pay the school impact fee.		
184			
186	(b) <u>Effective from May 16, 2016, until August 14, 2016, A-all</u> residential construction occurring within the county, for which building permits are issued on and before May 12, 2011,		
188	both within the unincorporated area and within the municipal boundaries of the eities various municipalities, shall pay the		
190	following school impact fee:		
192	(1) Single-family detached house (per dwelling unit) \$\frac{13,041.00}{6.525.00}		
194			
196	(2) Multifamily dwelling unit <u>and townhouse</u> (per dwelling unit) \$7,328.003,921.00		
198	(3) Mobile home (per dwelling unit) \$6.994.00 4,345.00		
200	(c) <u>Effective August 15, 2016, A all</u> residential		
202	construction occurring within the county, for which building		
204	permits are issued on and after May 13, 2011, both within the unincorporated area and within the municipal boundaries of the		
206	cities various municipalities, shall pay the following school impact fee:		
208	School Impact Fee Schedule		
	Land Use Type   Impact Fee   Single Family		
	<b>Detached</b> \$6,5258,784.00		

Multi-family Townhouse

Mobile Home

210

<del>3,921</del><u>5,919.00</u>

6,930.00 -4,3456,088.00

212	(The school impact fee schedule set forth in this subsection (e) was originally temporarily adopted pursuant to Section 5 of ordinance		
214	number 2011-04, effective May 13, 2011, and became permanent pursuant to Section 2 of ordinance number 2011-04, effective June		
216	10, 2011.)		
218	Sec. 23-142. Payment.		
220	(a) Except as otherwise provided in this article, prior to the issuance of a building permit for multi-family residential		
222	eonstruction, an applicant shall pay the school impact fee as set		
224	forth in section 23-141, Orange County Code. However, for single-family detached homes or duplexes, the applicant may elect to pay		
226	the applicable fee no later than immediately prior to the issuance of the certificate of occupancy.		
228			
230	Sec. 23-143. Use of monies.		
	* * *		
232	(f) In the event that a building permit, issued for		
234	residential construction, expires or otherwise becomes invalid prior		
227	to completion of the residential construction for which it was issued		
236	and for which a school impact fee was paid, the applicant may, within one hundred twenty (120) days of the expiration or invalidity		
238	of the building permit, apply for a refund of the school impact fee. Failure to timely apply for a refund of the school impact fee shall		
240	waive any right to a refund.		
	(1) The application for refund shall be		
242	filed with the local government that issued the subject building		
244	permit, with a copy to the superintendent, and contain the following:		
246	a. The name and address of the applicant;		
248	b. The location of the property which was the subject of the building permit;		
	c. The date the school impact fee was paid;		
250	d. A copy of the receipt of payment for the school impact fee; and		
252	e. The date the building permit was issued and the date of expiration or that it was declared invalid.		

254	
256	(2) After verifying that the building permit has expired or become invalid and that the residential
258	construction has not been completed, the governing entity holding such fee shall refund it. <u>The School Board and one or more municipalities may</u> , by separate agreement, modify the process for
260	issuance of impact fee refunds.
262	(3) A building permit which is subsequently issued for residential construction on the same
264	property which was the subject of a refund shall pay the school impact fee based on the rate effective as of the date of the
266	subsequently pulled building permit as required herein.
268	Sec. 23-144. Alternative school impact fee calculation.
270	(a) In the event an applicant believes that the impact to the school system necessitated by residential construction is less
272	than established in the "Orange County <u>Public Schools</u> School Impact Fee <u>Study Update Study</u> Final Report" dated <del>May 10, 2011</del>
274	<u>February 5. 2016</u> , and adopted by reference in section 23 141, Orange County Code, such applicant may, prior to issuance of a
276	building permit for such residential construction, submit a calculation of an alternative school impact fee. Consistent with the
278	Florida case law requirements for a valid school impact fee and the mandate for the provision of a uniform system of free public
280	schools in Article IX, section 1, Florida Constitution, any determination of a lesser impact to the school system created by
282	residential construction under the alternative school impact fee calculation process provided in this subsection shall not be based
284	on the projected or current use of the residential project but shall be based on a consideration that the permanent physical
286	characteristics or limitations of the residential construction will generate fewer students initially and during their useful life than
288	the student generation assumptions utilized in the impact fee study.
290	* * *
292	DIVISION 3. MISCELLANEOUS PROVISIONS
294	Sec. 23-161. Exemptions.
296	The following shall be exempted from payment of the impact fees:
298	* * *

300	(7) <u>Student housing.</u>			
302	(8) The construction of an accessory dwelling unit as defined in section 38-1, Orange County Code, provided, however,			
304	that the living area of the accessory dwelling unit does not exceed 500 square feet.			
306	(9) County facilities constructed for nonproprietary			
308	governmental purposes.  * * *			
310	Sec. 23-163. Workforce and affordable housing.			
312	Any single family residential unit, multi-family dwelling			
314	unit, townhouse, or mobile home within a project that has been certified as a workforce or affordable housing development or that			
316	has received a certificate of affordability from by the Orange County Housing and Community Development Division may be			
318	eligible for financial incentives pursuant to Orange County Administrative Regulation 4.08 to help offset school impact fees.			
320				
322	The terms "workforce housing development," "affordable," "low income," and "very low income" shall be as defined in Orange County Administrative Regulation 4.08, as it may be			
324	amended or replaced from time to time.			
326	The board shall adopt administrative regulations and guidelines to implement this section and to ensure that a housing			
328	unit that is granted incentives to help offset school impact fees remains affordable.			
330	* * *			
332	Sec. 23-167. Review requirement.			
334	(a) This article and the impact fee study shall be			
336	reviewed by the board, in consultation with the school board and eities municipalities, at least once every four (4) years. The initial			
338	and each subsequent review shall consider, but not be limited to, all components of the impact fee study accepted in section 23-124.			
340	Orange County Code. Such review shall also include <u>a</u> detailed <u>analyses analysis</u> of the economic impact of this article <u>sufficient to</u>			
342	comply with the requirements of Section 163.31801. Florida Statutes. The purpose of this review is to demonstrate that this			
344	impact fee does not exceed reasonably anticipated costs associated			

with growth-necessitated capital improvements. In the event the review of the article and impact fee study required by this section alters or changes the assumptions, conclusions and findings of the impact fee study accepted by reference in section 23-124 "Orange County Public Schools School Impact Fee Study Update Final Report" dated February 5, 2016, then such study shall be amended and updated to reflect the assumptions, conclusions and findings of such reviews and the impact fee shall be amended in accordance therewith.

(b) The board hereby establishes a School Impact Fee Advisory GroupCommittee, the purpose of which will be to recommend a methodology for performing the school impact fee study. Where practicable, such methodology should be consistent with the prior school impact fee. The advisory groupcommittee shall review the school impact fee study, update methodology where necessary to utilize the most accurate and recent local data, and may review the school impact fee ordinance and recommend revisions to it. The advisory groupcommittee will be comprised of seven (7) members: three (3) members selected by the school board and four (4) members selected by the county, one (1) of which will represent the interests of the Home Builders Association of Mid Florida Greater Orlando Builders Association. Meetings will be coordinated and supported by county staff

\* \* \*

### Sec. 23-170. Pilot program for deferral of impact fees for workforce housing.

(a) General. In lieu of the payment of school impact fees at the time of the issuance of building permits, as set forth in Section 23 142. Orange County Code, an applicant for a Workforce Housing project may propose to enter into an agreement with the County to defer the payment of school impact fees as set forth below. The county shall only defer school impact fees if the School Board has agreed, in writing, to the deferral of school impact fees after consideration of the proposed Workforce Housing project. This section is not intended in any way to relieve an applicant of any concurrency requirements that may be applicable to their project, or the requirement that the applicant enter into a Capacity Enhancement Agreement with the School Board, as applicable.

388	impact fees as set forth herein; the Workforce Housing project shall meet the following criteria:
390	(1) The project must be approved as a Workforce Housing project by the Orange County Housing and
392	Community Development Division.
	(2) The School Board must approve the project
394	and agree to the deferral of school impact fees. In addition to the agreement with the County, as described herein, the School Board,
396	at its-discretion, shall pass a resolution or enter into an agreement with the Applicant (which may include an amendment to an
398	existing Capacity Enhancement Agreement) memorializing any additional terms relating to the deferral of school impact fees. In
400	the event the terms of an agreement the School Board enters into with the Applicant conflict with the terms of the agreement that the
402	Applicant enters into with the County, the terms of the County's agreement shall control.
404	(3) The owner or developer (referred to herein as "Applicant") of the project shall enter into an agreement with
406	the County, in a form acceptable to the County, memorializing terms consistent with the following requirements:
408	a. The agreement must be presented to and approved by the Board of County Commissioners prior to the
410	issuance of a building permit. The Board of County Commissioners shall approve such an agreement only if it finds
412	that the agreement will apportion the burden of expenditure for new facilities in a just and equitable manner, consistent with the
414	principles set forth in Contractors & Builders Association v. City of Dunedin, 329 So. 2d 314 (Fla. 1976), Hollywood Inc. v.
416	Broward County, 432 So. 2d 606 (Fla. 4th DCA 1983), cert. denied, 440 So. 2d 352 (Fla. 1983); and Home Builders and
418	Contractors Association of Palm Beach County, Inc. v. Board of County Commissioners of Palm Beach County, 446-So. 2d 140
420	(Fla. 4th DCA 1984), cert. denied, 451 So. 2d 848 (Fla. 1984). When considering a project for approval, the Board of County
422	Commissioners may consider factors including, but not limited to, the proximity of the project to: a major employer, a major

(b) Criteria. To qualify for the deferral of school

employment center, or mass transit; or whether the project is

located in an identified redevelopment area;

the official records of Orange County, Florida at the A expense;	<del>\pplicant's</del>
428 expense;	
The agreement shell contain	in a fiftaan
e. The agreement shall contain	
430 (15) year restrictive covenant running with the land im	
Workforce Housing limitations (i.e. 40% of the unit	
432 reserved for residents at 80% or less of the area median in	<del>ncome);</del>
d. The agreement shall s	ufficiently
434 describe the real property to which the pilot program a	•
shall provide that the deferral of impact fees sha	
436 transferable to other real property; and	
tuisterable to other rear property, and	
e. The agreement shall	
438 termination date fifty four (54) months from the date of i	issuance of
the first building permit for a Workforce Housin	
440 provided, however, that any obligations on the pa	a <del>rt of the</del>
Applicant that may be outstanding at the end of the 54 n	<del>nonth term</del>
shall survive the expiration of the agreement.	
(4) 771	
(4) The Applicant must provide secur	•
444 repayment of the deferred impact fees as required herein	
(5) All deferred impact fees shall be	paid in full
446 by the expiration of the agreement, regardless of when the	-
permit(s) was issued.	
•	
448 (6) At least one building permit must	be applied
for and issued, and construction commenced, within t	welve (12)
450 months from the effective date of the agreement.	
(7) All deferred impact fees shall be	novehle et
452 (7) All deferred impact fees shall be the rate in effect when the building permit is issued	
accrue interest (payable to the County; provided, however	
454 School Board shall be entitled to receive the pro-rata s	hara of the
interest that accrues on the deferred school impact feet	s) from the
456 date the building permit is issued at a rate equal to the	
rate less one quarter (1/4) point (i.e. 25 basis points)	
458 Rate"). The rate shall be reset on a calendar quarterly	
shall be capped at a maximum rate of the Base Rate p	
	<del>1415 1041 (1)</del>
460 points (i.e. 400 basis points) (the "Maximum Rate").	
(8) The project shall have a minim	um of 100
462 dwelling units and a maximum of 400 dwelling units.	

	(9) The project shall be located within the
464	Urban Service Area.
	(40) 777 10 77 ( 17 1 1 1 1 1
	(10) Workforce Housing pilot projects shall be
466	limited to one per County Commission District and shall be
	considered and approved on a "first come, first served" basis.
468	(11) Applications for deferral of impact fees for
	Workforce Housing pursuant to this pilot program shall be
470	submitted to the County not later than July 1, 2011.
	(c) Security. In order to secure the payment of the
472	deferred impact fees, the Applicant shall, at the sole discretion of
	the Board of County Commissioners-provide security for the
474	deferment. Security shall be in an amount sufficient to cover all
	deferred impact fees (including school impact fees, if applicable)
476	and all deferred utilities capital charges. The security shall include
	an amount of estimated interest, calculated based upon the
478	Maximum Rate, to be accrued over the life of the deferral from the
	date of the issuance of the first building permit until the
480	termination date of the agreement. In addition to the security, a
	lien in favor of Orange County on the subject property, which shall
482	be subordinate to any construction financing for the project, shall
	be placed on the property. The security provided may consist of
484	one or more of the following:
	(1) An irrevocable, demand-draw, standby letter
486	of credit, in form acceptable to the County.
	a. The letter of credit shall be drawn on
488	a bank acceptable to the County with a rating of "A" or better as
, , ,	determined by two of the top three nationally recognized credit
490	rating agencies. If the rating of the letter of credit bank falls below
	an "A", the Applicant shall replace the letter of credit with a
492	conforming letter of credit upon thirty (30) days notice from the
	County;
494	b. The letter of credit bank shall be a
	Florida Qualified Public Depository, pursuant to Chapter 280,
496	Florida Statutes. If the letter of credit bank loses its status as a
	Florida Qualified Public Depository, the Applicant shall replace
498	the letter of credit with a conforming letter of credit upon thirty
	(30) days notice from the County;

500	c. The letter of credit bank must have		
	an office or branch within the tri-county area (Orange, Osceola,		
502	Seminole) where the letter of credit can be drawn upon; and		
	d. The letter of credit must contain		
504	default/draw provisions acceptable to the County.		
	(2) US Treasury securities acceptable in type		
506	and term to the County to be transferred to the County as collateral		
	for the deferred impact fees.		
508	(d) Opinion letters. In addition to the security to be		
	provided as outlined above, the County shall receive an opinion		
510	from a qualified bankruptcy attorney indicating that the County		
510	would be protected under whatever security is provided in the		
512	event the Applicant files for bankruptcy. The opinion shall come from an attorney or law firm selected by the County and paid for		
514	by the Applicant. Following the first approved Workforce Housing		
	project, the County may choose to receive a new opinion or have		
516	the original opinion updated.		
	(e) Sunset. Except for applications for projects		
518	submitted before July 1, 2011 this pilot program shall sunset on		
	July 1, 2011 without further action by the Board of County		
520	Commissioners.		
522	* * *		
504	Carrier 2 Parkiis ask as I sites Ournes County Code Charten 24 Autista V		
524	Section 3. Public school sites. Orange County Code, Chapter 34, Article V,		
	Section 34-155, Design Standards, Public Sites and Open Spaces is hereby amended as follows:		
526	ARTICLE V. DESIGN STANDARDS		
528	DIVISION 1. GENERAL		
	Car 24 166 Public sites and an arrange		
530	Sec. 34-155. Public sites and open spaces		
000	* * *		
532			
E 2 4	defined in subparagraph (1) below, public school sites shall be		
534	designated on the preliminary subdivision plan prior to acceptance of such plan. Where reservation of school sites is determined, an		
536	executed deed or the required reservation and maintenance		
	agreement, as noted in subparagraph (2) shall be approved by the		
538	board of county commissioners.		

540		· ·	•	students per dwelling unit. all be determined based on the
542		following rate:	ршанол вл	an oc determined based on the
544		Single-Family Multi-family	0.431 <u>0</u> 0.259 <u>0</u>	
546		Townhouse  Mobile Home	0.329 0.2870	
548			* * *	<del></del>
550	In all other respects,	section 34-155 shal	l remain un	changed.
552	Section 4.	This ordinance sh	all take effe	ect on May 16, 2016.
554	ENACTED	THIS 10 <sup>th</sup> DAY OI	F MAY, 20	16.
# # C				ORANGE COUNTY, FLORIDA
556				By: Board of County Commissioners
558				By:
560				Teresa Jacobs Orange County Mayor
562				
564	ATTEST: Martha O. As Clerk of the Boar			
566	As Cicik of the Boar	d of County Commi	1881011018	
568	By:			
570	S:\WEvers\Ordinances Resolu	utions\School IF\2016 School I	Impact Fee Ord v	5 4-21-16BCC.docx



## Orange County Public Schools

445 West Amelia Street • Orlando, FL 32801-1129 • Phone 407.317.3200 • www.ocps.net

April 18, 2016

The Honorable Teresa Jacobs Mayor of Orange County 201 S. Rosalind Avenue, 5<sup>th</sup> Floor Orlando, Florida 32801

Re: School Impact Fee Study Update

Dear Mayor Jacobs:

Enclosed for consideration by the Board of County Commissioners is the School Board of Orange County's ("School Board") resolution endorsing and transmitting the School Impact Fee Study Update, dated February 5, 2016 ("Impact Fee Study").

The Impact Fee Study incorporates the recommendations by the School Impact Fee Advisory Group ("Advisory Group"), which met six times between August and April to review the components of the impact fee methodology.

The School Board believes the Impact Fee Study provides a conservative estimate of the cost to construct new school capacity to address residential growth in Orange County.

The resolution was unanimously approved by the School Board on April 12, 2016. However, the School Board did not support two of the Advisory Group's additional suggestions. The first suggestion, to change the anticipated implementation date of August 2016 to January 1, 2017, would reduce revenue to Orange County Public Schools by \$7-\$10 million, and could delay critical projects that would provide much needed student stations for the children of Orange County. The second suggestion, allowing townhomes to defer payments from building permit issuance to certificate of occupancy, would cause logistical and budgetary issues.

The School Board would like to thank the Advisory Group members for their service and Orange County staff for coordinating the Advisory Group meetings.

On behalf of the School Board, I'd like to thank you for your continued support of Orange County Public Schools.

Barbara M. Jenkins, Ed.D.

Superintendent

Cc: The School Board of Orange County
Diego "Woody" Rodriguez, OCPS General Counsel
Richard L. Collins, Chief Financial Officer, OCPS
John T. Morris, Chief Facilities Officer, OCPS
Scott D. Howat, Senior Executive Director, OCPS

Attachments

BoardDocs® Pro Page 1 of 3



**ORANGE COUNTY PUBLIC SCHOOLS** 445 West Amelia Street, Orlando, FL 32801 407-317-3200 **OCPS Means Success!** 

### **Agenda Item Details**

Meeting Apr 12, 2016 - Public Hearing & School Board Meeting 5:30 PM

Category 16. Non Consent/Non Consent Emergency Items

Subject 16.03 Request Endorsement and Transmittal of the Draft School Impact Fee Study

Update dated Dated February 5, 2016 and Ordinance as Recommended by the School Impact Fee Advisory Committee Group to the Orange County Board of County Commission for Adoption, With the Exception of Their Recommended Implementation

Date for the New Fee Schedule and the Recommended Delay of Payment for

Townhomes.

Туре Action

Action

Recommended Endorsement and Transmittal of the Draft School Impact Fee Study Update dated Dated February 5, 2016 and Ordinance as Recommended by the School Impact Fee Advisory Committee Group to the Orange County Board of County Commission for Adoption, With the Exception of Their Recommended Implementation Date for the New Fee Schedule

and the Recommended Delay of Payment for Townhomes.

Endorsement and Transmittal of the Draft School Impact Fee Study Update dated Pebruary 5, 2016 and Ordinance as Recommended by the School Impact Fee Advisory Committee Group to the Orange County Board of County Commission for Adoption, With the Exception of Their Recommended Implementation Date for the New Fee Schedule and the Recommended Delay of Payment for Townhomes.

#### BACKGROUND:

To comply with the technical study requirements of the school impact fee ordinance and given the recent changes in variables affecting the school impact fee, Orange County Public Schools ("OCPS") retained the consulting firm Tindale Oliverto update the school impact fee schedule. The current adopted impact fee schedule is based on a 2011 study.

An impact fee is a one-time capital charge levied against new development to fund infrastructure capacity consumed by new growth. Impact fee revenues can only be used for capacity expansion projects and not for expenses related to replacement, maintenance, or operations.

Beginning in August 2015, the draft study (Attachment A) was developed in partnership with Orange County and the School Impact Fee Advisory Group ("Advisory Group"), which comprised seven (7) members - three (3) appointed by the School Board, three (3) appointed by the Orange County Board of County Commission ("BCC"), and one (1) appointed by the Greater Orlando Builders Association ("GOBA"). The draft study was presented and discussed at a board workshop on January 19, 2016.

#### Key study findings include:

- The cost per student station increased by 34% since the 2011 study.
- The revenue credit increased by 5% since the 2011 study.
- The student generation rate remained stable.
- Townhouses were identified as a new category due to a student generation rate that was higher than multi-family, but lower than single family.
- The study recommends an overall increase in fees to reflect the market changes since 2011.

BoardDocs® Pro Page 2 of 3

Two neighboring school districts recently completed school impact fee studies and subsequently increased their rates. Lake County School District now charges \$9,324.00 for a single family dwelling unit, and Osceola County School District now charges \$10,187.00 for a single family dwelling unit.

Attachment 2 contains the draft ordinance that will be adopted by the BCC to implement the new impact fee. The ordinance will take effect 90 days after BCC adoption. Other proposed changes to the ordinance include the addition of student housing to the list of land uses that are exempt from paying school impact fees, adding a definition for "townhouse," an update of the student generation rates, and removal of obsolete sections. The ordinance will take effect 90 days after BCC adoption (August 8, 2016).

The Advisory Group met on April 7, 2016 and recommended adoption of the proposed ordinance but also voted 4-2 to request the BCC implement the fee schedule portion of the ordinance on January 1, 2017 and also voted to delay payments of impact fees for townhomes, upon request by the developer.

#### FISCAL IMPACT STATEMENT:

This action will result in an increase in school impact fee revenue to OCPS, as follows:

Housing Type	Existing Pre- RecessionRate (From 2007 Study)	Current Rate (From 2011 Study)	<u>Proposed</u> New Rate
Single Family	\$13,041.00	\$6,525.00	\$8,784.00
Townhouse	\$7,328.00	\$3,921.00	\$6,930.00
Multi-Family	\$7,328.00	\$3,921.00	\$5,919.00
Mobile Home	\$6,994.00	\$4,345.00	\$6,088.00

If the implementation date of this fee schedule is January 1, 2017, per the recommendation of the Advisory Group, the projected fiscal impact to OCPS is a loss of between \$7,000,000.00 and \$10,000,000.00 in impact fee revenue.

### RECOMMENDED RESOLUTION:

Endorsement and Transmittal of the <u>Draft</u> School Impact Fee Study Update <u>dated</u> Dated February 5, 2016 and Ordinance as Recommended by the School Impact Fee Advisory Committee to the Orange County Board of County Commission for Adoption, With the Exception of Their Recommended Implementation Date for the New Fee Schedule and the Recommended Delay of Payment for Townhomes.

### SUBMITTED AND PREPARED BY:

Scott D. Howat, Senior Executive Director of Planning, Governmental & Labor Relations Carol A. McGowin, Ed.D., Director, Planning, Governmental Relations & Student Enrollment Elleen D. Fernandez, Esq., Associate General Counsel, Legal Services Julie C. Salvo, AICP, Senior Administrator, Planning & Governmental Relations

Attachment 1 - Impact Fee Study Update - DRAFT 2-5-16.pdf (18,851 KB) Attachment 2 - pdf (3,416 KB)

Attachment 3 - Recommendations Report3.pdf (441 KB)

### Motion & Voting

Endorsement and Transmittal of the Draft School Impact Fee Study Update dated Dated February 5, 2016 and Ordinance as Recommended by the School Impact Fee Advisory Committee Group to the Orange County Board of County Commission for Adoption, With the Exception of Their Recommended Implementation Date for the New Fee Schedule and the Recommended Delay of Payment for Townhomes.

Motion by Joie W Cadle, second by Pamela Gould.

Final Resolution: Motion Carries

BoardDocs® Pro Page 3 of 3

Yea: Kathleen B Gordon, Joie W Cadle, M Daryl Flynn, Linda Kobert, Pamela Gould, Nancy W Robbinson,

Christine Moore

Not Present at Vote: William E Sublette

### **OCPS EEO Non-Discrimination Statement**

The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, age, sex, national origin, marital status, disability, genetic information, sexual orientation, gender identity or expression, or any other reason prohibited by law. The following individuals at the Ronald Blocker Educational Leadership Center, 445 W. Amelia Street, Orlando, Florida 32801, attend to compliance matters: ADA Coordinator & Equal Employment Opportunity (EEO) Supervisor: Carianne Reggio; Section 504 Coordinator: Latonia Green; Acting Title IX Coordinator: Jennifer Gramzinski (407.317.3200)

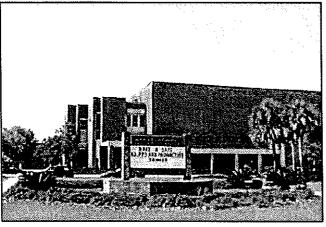


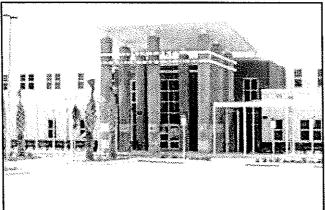


planning 1 design i engineering

# Orange County Public Schools School Impact Fee Study Update

FINAL REPORT February 5, 2016





### Prepared for:

### **Orange County Public Schools**

445 W. Amelia Street Orlando, FL 32801-1129 ph (407) 317-3200

Prepared by:

### **Tindale Oliver**

1000 N. Ashley Dr., #400 Tampa, Florida, 33602 ph (813) 224-8862 fax (813) 226-2106 E-mail:

nkamp@tindaleoliver.com 634002-00.15

# Orange County Public Schools School Impact Fee Study Update Table of Contents

ntroductionntroduction	1
Methodology	3
nventory	4
Service Area and Enrollment	4
Facility Service Delivery	6
Cost Component	7
Credit Component	14
Net Impact Cost per Student	18
Student Generation Rates	20
Calculated School Impact Fee Schedule	22
School Impact Fee Schedule Comparison	22

Appendix A – Orange County Public Schools Inventory

Appendix B – Building and Land Cost Analysis

Appendix C – Glossary of Acronyms and Terms

#### Introduction

To comply with the technical study update requirements of the impact fee ordinance and given the recent changes in variables affecting the school impact fee, Orange County Public Schools (OCPS) retained Tindale Oliver to update the school impact fee schedule. The current adopted impact fee schedule is based upon a 2011 study, adopted at 100 percent.

An impact fee is a one-time capital charge levied against new development to fund infrastructure capacity consumed by new growth. Impact fee revenues can only be used for capacity expansion projects and not for expenses related to replacement, maintenance or operations. In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980's. Generally speaking, impact fees must comply with the "dual rational nexus" test, which requires that they:

- Be supported by a study demonstrating that the fees are proportionate in amount to the need created by new development paying the fee; and
- Be spent in a manner that directs a proportionate benefit to new development, typically accomplished through a list of capacity-adding projects included in the School District's Capital Improvement Plan, or another planning document/Master Plan.

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute – concerned with mostly procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, such as the requirement of the fee being based on most recent and localized data, a 90-day requirement for fee changes, and other similar requirements, most of which were common to the practice already. In 2009, the Act was amended to clarify that in any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or the Impact Fee Act and that the court may not use a deferential standard.

This technical report has been prepared to support legal compliance with existing case law and statutory requirements. In addition, impact fee calculations were reviewed by the

School Impact Fee Advisory Group, which was originally formed in 2005 by the Orange County Board of County Commissioners (BOCC) in coordination with OCPS. The purpose of the Advisory Group is to recommed a methodology for performing updates to the school impact fee. The Advisory Group is to review the school impact fee study, update methodology where necessary to utilize the most accurate and recent local data, and may review the school impact fee ordinance and recommend revisions to it. Throughout this study, six scheduled meetings were scheduled with the Advisory Group to complete this review process.

The study methodology is documented in the following 10 sections of this technical report:

- Methodology
- Inventory
- Service Area and Enrollment
- Facility Service Delivery
- Cost Component
- Credit Component
- Net Impact Cost per Student
- Student Generation Rates
- Calculated School Impact Fee Schedule
- School Impact Fee Schedule Comparison

Information utilized in this analysis was obtained from OCPS, as well as, other sources, as indicated.

## Methodology

The methodology used to update the school impact fee is a consumption-based impact fee methodology, which has also been used to calculate the current adopted school impact fee for Orange County as well as several school impact fees throughout Florida, including, but not limited to fees in Collier, Lake, Osceola, Citrus, Highlands, Palm Beach and Brevard Counties. A consumption-based impact fee charges new development based upon the student

generation rate (demand), or the number of students a dwelling unit is expected to generate over the life of the home. A consumption-based impact fee is intended to charge new growth the proportionate share of the cost of providing a new student station available for use by new growth.

A consumptionbased methodology has been used for this study.

The impact fee calculations contained in this report are based on the most current and localized data available, consistent with the 2006 Florida Impact Fee Act. Should one or more variables affecting the impact fee change significantly, a recalculation of the impact fee would be necessary prior to the scheduled update of the study. Changes that could potentially trigger a recalculation of the impact fee include, but are not limited to, significant changes in the student generation rate, a considerable change in the cost per student, a change in amount or source of revenue available for capital expansion, or a decision to incur additional debt to fund new capacity.

## Inventory

OCPS's current inventory includes 185 traditional schools, which are included in the impact fee calculations along with three additional schools that are under construction and slated to open in 2016. The breakdown of school types follows:

- 127 elementary schools
- 4 schools housing kindergarten through eighth grade
- 35 middle schools
- 3 ninth grade centers
- 19 senior high schools

A list of these schools is provided in Appendix A, Table A-1. In addition, OCPS also operates several alternative learning facilities, including vocational centers, community education centers, and technical schools. These schools are not funded with impact fee revenue and are not included in the impact fee calculations.

### Service Area and Enrollment

OCPS provides public education facilities for all school-age residents of Orange County. As such, this analysis includes all traditional public schools located throughout Orange County and operated by OCPS. Attendance boundaries can be redrawn to balance school enrollment with available school capacity and, therefore, can serve different geographic areas over time. As such, the appropriate impact fee district for public schools is countywide.

**Table 1** presents historical student enrollment for the past eleven years, current enrollment for the 2015/16 school year, and projected enrollment for the next ten years. To be consistent with the inventory used in the impact fee analysis, the enrollment figures presented in this table only include those students attending (or projected to attend) the schools listed in Appendix A, Table A-1. The annual percent change for enrollment is presented in Table 1, as is a three-year average to account for any random fluctuations.

Table 1
Orange County Public Schools Enrollment Summary

School Year	Timeframe <sup>(1)</sup>	Enrollment <sup>(1)</sup>	Annual Percent Change <sup>(2)</sup>	Three-Year Average <sup>(3)</sup>
2004-05	Historical	166,797	-	-
2005-06	Historical	168,969	1.3%	-
2006-07	Historical	169,533	0.3%	-
2007-08	Historical	169,045	-0.3%	0.4%
2008-09	Historical	167,969	-0.6%	-0.2%
2009-10	Historical	166,680	-0.8%	-0.6%
2010-11	Historical	167,987	0.8%	-0.2%
2011-12	Historical	170,650	1.6%	0.5%
2012-13	Historical	172,611	1.1%	1.2%
2013-14	Historical	174,651	1.2%	1.3%
2014-15	Historical	178,106	2.0%	1.4%
2015-16	Current	181,995	2.2%	1.8%
2016-17	Projected	186,276	2.4%	2.2%
2017-18	Projected	187,887	0.9%	1.8%
2018-19	Projected	190,382	1.3%	1.5%
2019-20	Projected	193,105	1.4%	1.2%
2020-21	Projected	196,922	2.0%	1.6%
2021-22	Projected	200,428	1.8%	1.7%
2022-23	Projected	204,129	1.8%	1.9%
2023-24	Projected	208,394	2.1%	1.9%
2024-25	Projected	212,542	2.0%	2.0%
2025-26	Projected	216,981	2.1%	2.1%

<sup>(1)</sup> Source: Orange County Public Schools; includes only the students attending traditional schools as shown in Appendix A, Table A-1

<sup>(2)</sup> Percent change from one year to the next

<sup>(3)</sup> Average change over the past three years

## **Facility Service Delivery**

OCPS uses a prototypical design standard for most of its future schools. These "prototype" schools will be constructed more efficiently than the older existing schools, requiring less

space per station. These more efficient, planned prototype facilities are used to measure the service delivery levels.

**Table 2** illustrates the facility service delivery in Orange County. As shown, the facility service delivery for elementary schools is 110.0 gross square per permanent student station, 129.4 gross square feet

More efficient prototype facilities are used to measure the service delivery levels.

per permanent student station for middle schools, and 133.1 gross square feet per permanent student station for senior high schools.

Table 2
Facility Service Delivery

Description	School Type				
Description	Elementary	Middle	Senior High		
Gross Permanent Square Footage (1)	92,075	170,066	385,173		
Permanent Student Stations (1)	837	1,314	2,894		
Gross Square Feet per Student Station (2)	110.0	129.4	133.1		

<sup>(1)</sup> Source: Orange County Public Schools. Figures are based upon schools planned to be built over the next five years.

<sup>(2)</sup> Gross permanent square footage divided by permanent student stations

## **Cost Component**

The capital costs of providing educational facilities includes several components, such as the schools facility cost, transportation cost, and ancillary facility costs. This section addresses each of these components.

#### **Facility Cost per Student Station**

The first step in determining the cost of providing public schools in Orange County is to calculate the facility cost per student station. Several cost components must be considered when calculating the total cost of constructing a school, including planning and site preparation costs; construction costs; furniture, fixtures, and equipment (FF&E) costs; and the cost of land. The facility cost per student station for each type of school

The cost of a school
includes various
components, such as
facility cost (buildings
and land),
transportation costs, and
ancillary facility costs.

is developed based on these cost components, which are described in more detail in the following subsections.

#### Construction, Non-Construction, and FF&E

To determine the construction, non-contruction, and FF&E costs associated with building a new school in Orange County, the following information was evaluated:

- Schools built in Orange County between 2009 and 2015:
- Cost estimates/bids for upcoming schools;
- Insurance values of the existing schools;
- School cost information for over 100 schools in other Florida counties; and
- Discussions with representatives from Orange County Public Schools.

Detailed information on cost estimates is included in Appendix B.

**Table 3** presents the cost per gross square foot figures for the non-construction, construction, and FF&E cost components for each school type. For illustration purposes, Table 3 also presents the weighted average figure for each cost component, based on all three school types that are planned to be built over the next five years.

#### Land Cost

For each school type, the land cost per gross square foot is based on a value of \$100,000 per acre. This cost per acre is based on primarily on a review of the following:

- Land purchases by OCPS between 2008 and 2016, as well as estimates for future proposed purchases;
- A review of current market value of land from the Property Appraiser database where the existing schools are located;
- An analysis of vacant residential land sales in Orange County over the past three years for parcels of similar size (non-OCPS purchases);
- An analysis of market value of vacant residential land from the Property Appraiser database for parcels of similar size and location to the current inventory; and
- Discussions with OCPS staff.

Appendix B documents the results of land value analysis in further detail. The land cost per gross square foot by school type was developed based on acres per 1,000 gross square feet for the development of future prototype schools. The resulting land cost figures for each school type are also presented in Table 3.

Table 3
School Facility Cost per Student Station

School racinty C	ost per student s			
Cost Component	Elementary School	Middle School	High School	Weighted Average
Square Feet per Student Station (LOS) - Future Schools (1)	110.0	129.4	133.1	123.4
Additional Planned Permanent Student Stations (2)	5,022	6,569	2,894	14,485
School Facility Cost Components:				
Non-Construction Cost per Gross Sq Ft <sup>(3)</sup>	\$25.65	\$29.45	\$33.25	\$29.09
Construction Cost per Gross Sq Ft <sup>(4)</sup>	\$135.00	\$155.00	\$175.00	\$153.13
FF&E Cost per Gross Sq Ft <sup>(5)</sup>	\$12.15	\$13.95	\$15.75	\$13.78
Land Cost per Gross Sq Ft <sup>(6)</sup>	\$16.30	\$14.70	\$16.90	\$15,70
Total Facility Cost per Gross Sq Ft <sup>(7)</sup>	\$189.10	\$213.10	\$240.90	\$211.70
Total Facility Cost per Student Station <sup>(8)</sup>	\$20,801	\$27,575	\$32,064	\$26,123

- (1) Source: Table 2
- (2) Source: Orange County Public Schools. Figures are based upon schools planned to be built over the next five years.
- (3) Estimated at 19% of construction cost based on estimates obtained from OCPS and recent costs obtained from other Florida School Districts. See Appendix B for further detail.
- (4) Construction cost is estimated to range from \$135 per gross square foot to \$175 per gross square foot, based upon information on recently built schools, insurance values of existing schools, and recently constructed schools in other Florida jurisdictions. Detailed information on cost estimates is included in Appendix B.
- (5) Estimated at 9% of construction cost based on recently built schools in Orange County and recently constructed schools in other Florida jurisdictions. Detailed information on cost estimates is included in Appendix 8.
- (6) The land cost per square foot for each school type is based on the acreage per 1,000 gross square feet for future schools at a cost of \$100,000 per acre. See Appendix B for further detail.
- (7) Sum of the school facility cost per gross square foot (Items 3 thru 6)
- (8) The gross square feet per student station (Item 1) multiplied by the total school facility cost per gross square foot (Item 7) for each respective school type. Weighted average is based on the distribution of planned stations for each school type (Item 2).

Tindale Oliver February 2016 Orange County Public Schools School Impact Fee Study Update

#### **Net Interest Carrying Cost**

A cost component for the interest expense or lost opportunity on funds that OCPS uses during construction of a new school facility could be considered based on the extent that OCPS uses Certificates of Participation (COPs), or debt service, to fund new schools. Although OCPS has previously used COPs to partially fund capacity addition projects, based on discussions with OCPS and to provide a more conservative estimate, interest carrying cost is not included in this study.

#### Weighted Average Total Facility Cost per Student by School Type

The total facility impact cost per student for each school type is based on the facility cost per student station figures derived in Table 3, and is typically calculated by multiplying the cost per student station by the number of total permanent stations and dividing by current student enrollment. This adjustment of dividing the cost per student station by the ratio of current student enrollment to available capacity converts the cost per student station to a cost per student. In addition, this calculation accounts for the current surplus or shortage in permanent capacity and adjusts the costs accordingly. If there is available capacity (e.g., currently more permanent student stations than expected students), then the total facility cost per student increases to reflect that more than one station is being built for each student to allow for operational capacity. Similarly, if there are currently more students enrolled than available capacity, the cost per student is adjusted downward.

In the case of Orange County, on a districtwide basis, there is currently five percent surplus of available capacity in elementary schools and a shortage of one and two percent for middle and high schools.

The District's current adopted LOS standard calls for an enrollment to permanent capacity of 110 percent for elementary schools, 100 percent for middle schools, and 100 percent for high schools. While achieved LOS reflects the community's investment into educational facilities infrastructure, the adopted LOS standard reflects OCPS' intended service level in the future. As such, impact fee calculations use the higher of these two figures, which results in more conservative impact fee levels. In the case of OCPS, the adopted LOS standards result in more conservative impact fee levels. As shown in Table 4, utilizing the achieved LOS results in an weighted average total facility impact cost per student of \$26,300 versus \$25,500 utilizing the adopted standard.

Table 4 Weighted Facility Impact Cost per Student

	Calculation Step	Elementary School	Middle School	High School	Weighted Average / Total
Facility Impact Cost per S	tudent				
Facility Cost per Permar	ent Student Station <sup>(1)</sup>	\$20,801	\$27,575	\$32,064	\$26,123
Projected (2016) Studen	it Enrollment <sup>(2)</sup>	90,595	40,864	54,817	186,276
Projected (2016) Perma	nent Capacity <sup>(3)</sup>	95,070	40,454	53,914	189,438
Achieved LOS Standard	(Ratio of Enrollment to Permanent Capacity) (4)	95%	101%	102%	98%
Adopted LOS Standard (	Enrollment to Permanent Capacity) (5)	110%	100%	100%	N/A
Additional Planned Peri	manent Student Stations (2016-2020) <sup>(6)</sup>	5,022	6,569	2,894	14,485
Total Facility Impact Cost	per Student - Using Achieved LOS Standard <sup>(7)</sup>	\$21,896	\$27,302	\$31,435	\$26,253
Total Facility Impact Cost	per Student - Using Adopted LOS Standard <sup>(8)</sup>	\$18,910	\$27,575	\$32,064	\$25,468

- (1) Source: Table 3
- (2) Source: Orange County Public Schools
- (3) Source: Appendix A, Table A-1
  (4) Projected student enrollment (Item 2) divided by projected permanent capacity (Item 3)
- (5) Source: Orange County Public Schools
- (6) Source: Table 3
- (7) Facility cost per student station (Item 1) divided by the achieved LOS standard (Item 4) (8) Facility cost per student station (Item 1) divided by the adopted LOS standard (Item 5)

#### **Total Cost per Student**

In addition to the facility cost per student calculated in Table 4, the total facility cost per student includes two additional cost components: the capital costs associated with providing transportation services and ancillary facilities. Both of these cost components are calculated on a per-student basis and are not dependent on school type. Each of these additional cost components is discussed in further detail below.

#### **Transportation Costs**

The first additional cost component is the cost of providing transportation to students. OCPS currently owns 1,085 buses used for student transportation and is programmed to purchase an additional 108 buses in 2016. Based on information provided by the OCPS staff, the current cost of a bus averages \$116,000, which is within the range of school bus cost observed in other jurisdictions. In addition to buses, OCPS has 571 vehicles that are part of the "white fleet," which includes other vehicles such as vans, trucks, and trailers. The average cost of the white fleet was estimated by the OCPS staff at approximately \$25,000 per vehicle. The result is a total fleet value of \$153.2 million; \$14.4 million of which is for the white fleet and \$138.8 million is for buses. The total replacement value of the transportation fleet was then divided by the current 2016/17 student enrollment to calculate the transportation cost per student. As shown in **Table 5**, the total transportation services cost per student amounts to \$820.

#### **Ancillary and Administrative Facilities Costs**

The other capital cost component is for the ancillary facilities that are necessary for the District to provide support services for students, schools, transportation services, and administrative personnel. The District currently has approximately 700,000 square feet of ancillary facilities for transportation, maintenance, warehouse, and administrative functions.

Based upon a review of the insurance values and the costs observed in other jurisdictions, an estimated value of \$180 per square foot is used, which resulted in total building value of \$124 million.

The cost of land for ancillary facilities also is included in the ancillary facility values. The land value for ancillary facilities is the same as the used for schools (\$100,000 per acre), which resulted in total land value of \$18 million.

As presented in Table 5, the total ancillary facility cost per student totals \$760, which is calculated by dividing the total ancillary facility by the 2016/2017 enrollment.

Table 5
Transportation and Ancillary Facility Cost per Student

Transportation and Anchiary Facility Cost per Student				
Description	Figure			
Transportation Services Cost per Student				
Total Current Value of Transportation Services (1)	\$153,246,946			
2016/2017 Enrollment <sup>(2)</sup>	186,276			
Total Transportation Services Cost per Student <sup>(3)</sup>	\$823			
Ancillary Facility Cost per Student				
Building Value for Ancillary Facilities (4)	\$124,015,320			
Land Value for Ancillary Facilities (5)	\$17,900,000			
Total Current Value for Ancillary Facilities (6)	\$141,915,320			
Total Ancillary Facility Cost per Student <sup>(7)</sup>	\$762			

- (1) Source: Orange County Public Schools
- (2) Source: Table 1
- (3) Total current value of transportation services (Item 1) divided by enrollment (Item 2)
- (4) Square footage inventory obtained from Orange County Public Schools multiplied by \$180 per net square foot
- (5) Acreage obtained from Orange County Public Schools multiplied by \$100,000 per acre (please see Appendix B for further explanation on this unit cost)
- (6) Sum of the building value (Item 4) and land value (Item 5) of the District's current inventory of ancillary facilities
- (7) Total value for ancillary facilities (Item 6) divided by enrollment (Item 2)

## **Credit Component**

To ensure that new residential development is not being overcharged for the capital costs associated with new public schools, and that each new residential development pays the appropriately calculated impact fee, a credit for non-impact fee revenue generated by new development that is used towards capital expansion of school facilities must be considered in the credit component of the school impact fee. A credit for school impact fees is not given for revenue generated by new development that is used for capital renovation of existing education facilities or for maintenance and operational costs, as this is not consistent with the purpose of impact fees.

Based upon a review of the capacity addition expenditures over the past five years and planned expenditures over the next five years, it has been determined that, in addition to impact fees, OCPS uses primarily capital millage and sales tax revenues to fund the capital expansion of school facilities. Because the District has previously utilized Certificates of Participation (COPs) for capacity expanding projects, a credit for the remaining debt service payments is also given.

#### Capital Improvement "Cash" Credit

The Orange County School Board has the authority to levy up to 1.5 mills of the countywide ad valorem tax to generate revenue for education. In Orange County, the current millage rate is equal to the 1.5 mill maximum. In addition to the capital improvement tax, the Orange County School Board has been utilizing sales tax revenues, classroom addition revenues, class size revenues, and other local revenues to fund the capital expansion of public schools in Orange County.

As shown in **Table 6**, the average annual expenditure over this ten-year period amounts to approximately \$49 million. To calculate the revenue credit per student, the average annual expenditure is divided by the average annual enrollment for the same time period. As shown, this figure amounts to \$268 per student per year.

Once the revenue credit per student is calculated, a credit adjustment is needed for the portion of the revenue credit funded with ad valorem tax revenues, which is approximately 13 percent of the cash funding. The adjustment accounts for the fact that new homes tend to pay higher property taxes per dwelling unit than older homes. This adjustment factor was

estimated based on a comparison of the average taxable value of newer homes to that of all homes. As presented, the adjusted revenue credit per student amounts to \$282.

Finally, the total credit over a 25-year period, which is considered to be the time frame when major repairs or replacement is needed for structures built, is calculated at \$4,284 per student.

Table 6
Capital Improvement Credit per Student

Funding Source	2011-2015	2016-2020	Total
Orange County Schools Capital Expansion Projects (1)			
Capital Improvement Tax (Ad Valorem)	\$984,254	\$63,074,130	\$64,058,384
Class Size	\$15,983,673	-	<b>\$15</b> ,983,6 <b>7</b> 3
Classroom Addition	\$1,088,962	-	\$1,088,962
Other Local Sources	<u>-</u>	\$11,552,044	\$11,552,044
Sales Tax	\$145,736,177	\$251,933,377	\$397,669,554
Total Expenditures	\$163,793,066	\$326,559,551	\$490,352,617
Average Annual Expenditures <sup>(2)</sup>	\$49,035,262		
Average Annual Enrollment <sup>(3)</sup>			183,259
Revenue Credit per Student <sup>(4)</sup>			\$267.57
- Portion Funded with Ad Valorem Tax Revenues (5)			\$34.95
- Portion Funded with Other Revenues <sup>(6)</sup>			\$232.62
Credit Adjustment Factor <sup>(7)</sup>			1.40
Adjusted Revenue Credit per Student (Ad Valorem Po	\$48.93		
Total Adjusted Revenue Credit per Student <sup>(9)</sup>			\$281.55
Capitalization Rate (10)			4.25%
Capitalization Period, Years (11)			25
Present Value of Capital Improvement Revenue Credi	it per Student <sup>(12)</sup>		\$4,284

- (1) Source: Orange County Public Schools
- (2) Total expenditures divided by 10 to calculate the average annual expenditure
- (3) Source: Table 1. Average enrollment over the 10-year time span
- (4) Average annual expenditures (Item 2) divided by the average annual enrollment (Item 3)
- (5) Portion of the revenue credit per student funded with ad valorem tax revenues only
- (6) Revenue credit per student (Item 4) less the portion funded with ad valorem tax revenues (Item 5)
- (7) Adjustment factor to reflect higher ad valorem taxes paid by new homes
- (8) Revenue credit per student funded with ad valorem tax revenues (Item 5) multiplied by the credit adjustment factor (Item 7)
- (9) Sum of the revenue credit per student funded with other revenues (Item 6) and the adjusted revenue credit per student (Item 8)
- (10) Interest rate the District is likely to pay for future bonds, estimated by Orange County Public Schools
- (11) Time period after which major repairs are needed
- (12) Present value of the total adjusted revenue credit per student (Item 9) at 4.25% interest rate (Item 10) over a 25-year capitalization period (Item 11)

#### Debt Service Credit per Student

As mentioned previously, OCPS has utilized COPs to pay for a portion of the capacity expansion projects, and given that there is still an outstanding debt service, a credit is calculated for the future payments related to capacity expansion projects. The District uses ad valorem and sales tax revenues to pay the debt service.

To calculate the debt service credit per student, the remaining payments were brought back to present value, based on the number of years and annual interest rate of each COP issue. Once the present value of remaining payments is calculated, each debt issue is divided by the average annual enrollment for the time period remaining.

Similar to the capital improvement credit, the portion of the debt service credit per student paid back with ad valorem tax revenues is adjusted to account for the fact that newer homes tend to pay higher property taxes than older homes. As presented in **Table 7**, the adjusted total debt service credit per student amounts to \$1,704.

Table 7
Debt Service Credit per Student

Description	Funding Source <sup>(1)</sup>	Number of Years of Remaining Payments <sup>(1)</sup>	Remaining Payments Due for Expansion <sup>(1)</sup>	Present Value of Total Remaining Payments <sup>(2)</sup>	Average Annual Enrollment <sup>(3)</sup>	Debt Service Credit per Student <sup>(4)</sup>
Certificates of Participation	•					
COPS 2006B Issue	Ad Valorem Tax	10	\$75,908,547	\$55,585,799	196,206	\$283
COPS 2007A Issue	Ad Valorem Tax	3	\$11,090,757	\$10,391,058	185,386	\$56
COPS 2008B Issue	Ad Valorem Tax	18	\$129,276,691	\$74,563,547	212,467	\$351
COPS 2008C Issue	Ad Valorem Tax	11	\$50,464,323	\$37,719,138	198,095	\$190
COPS 2008D Issue	Ad Valorem Tax	13	\$6,044,167	\$4,045,686	202,008	\$20
COPS 2008E Issue	Ad Valorem Tax	8	\$55,485,270	\$47,450,852	192,641	\$246
COPS 2009B - QSCB Issue	Sales Tax	10	\$4,169,000	\$3,581,613	196,206	\$18
COPS 2010A - QSCB Issue	Sales Tax	15	\$27,359,126	\$16,906,436	206,083	\$82
Total Debt Service Credit per Student						\$1,246
- Portion Funded with Ad Valorem Tax Re	venues <sup>(5)</sup>				en de la companya de La companya de la co	\$1,146
- Portion Funded with Sales Tax Revenues	(6)					\$100
Credit Adjustment Factor <sup>(7)</sup>				and a figure		1.40
Adjusted Credit per Student (Ad Valorem	Portion Only) <sup>(8)</sup>				1	\$1,604
Adjusted Total Debt Service Credit per Stu		_	]			\$1,704

- (1) Source: Orange County Public Schools
- (2) Present value of the total remaining payments due, based on the interest rate of each payment and the number of years of remaining payments.
- (3) Source: Table 1. Represents the estimated average annual enrollment over the life of remaining payments
- (4) Present value of total remaining payments (Item 2) divided by the average annual enrollment over the life of the remaining payments (Item 3)
- (5) Portion of the total debt service credit per student funded with ad valorem tax revenues
- (6) Portion of the total debt service credit per student funded with sales tax revenues
- (7) Adjustment factor to reflect higher ad valorem taxes paid by new homes
- (8) Portion of the total debt service credit per student funded with ad valorem tax revenues (Item 5) multiplied by the credit adjustment factor (Item 7)
- (9) Adjusted credit per student (Item 8) plus the portion of the total debt service funded with sales tax revenues (Item 6)

Tindale Oliver February 2016 Orange County Public Schools School Impact Fee Study Update

## **Net Impact Cost per Student**

The net impact fee per student is the difference between the cost component and the credit component. **Table 8** summarizes the three-step process used to calculate the net impact cost per student for public schools in Orange County.

First, the total impact cost per student is determined, which is the sum of the weighted average facility impact cost per student from Table 4 and the transportation and ancillary facility cost components per student from Table 5. As previously mentioned, the transportation and ancillary cost components are calculated on a per-student basis and do not differ by type of school or by type of residential land use.

Second, the total revenue credit per student is determined. This is the sum of the capital improvement credit per student and the debt service credit per student found in Tables 6 and 7.

Third, the net impact cost per student is determined, which is the difference between the total impact cost per student and total revenue credit per student and is calculated at \$21,100 per student.

Table 8
Net Cost per Student

Total Impact Cost	Per Student
Facility Impact Cost <sup>(1)</sup>	\$25,468
Transportation Impact Cost <sup>(2)</sup>	\$823
Ancillary Facility Cost <sup>(3)</sup>	<u>\$762</u>
Total Impact Cost <sup>(4)</sup>	\$27,053
Revenue Credit	Per Student
Capital Improvement Credit <sup>(5)</sup>	\$4,284
Debt Service Credit <sup>(6)</sup>	<u>\$1,704</u>
Total Revenue Credit <sup>(7)</sup>	\$5,988
Net Impact Cost	Per Student
Net Impact Cost <sup>(8)</sup>	\$21,065

- (1) Source: Table 4(2) Source: Table 5(3) Source: Table 5
- (4) Sum of the total facility impact cost per student (Item 1), transportation impact cost per student (Item 2), and ancillary facility cost per student (Item 3)
- (5) Source: Table 6(6) Source: Table 7
- (7) Sum of the capital improvement credit per student (Item 5) and the debt service credit per student (Item 6)
- (8) The net impact cost per student is the total impact cost per student (Item 4) less the total revenue credit per student (Item 7)

#### **Student Generation Rates**

The number of students living in a household varies, as does the number of students living in a particular type of residential unit. Therefore, school impact fees are typically assessed based on specific student generation rates (SGR), or students per housing unit, for each type of residential land use, including single family, townhouse, multi family, and mobile home.

To determine SGR by land use, Geographic Information Systems (GIS) is used to link each student address to its respective parcel in the Orange County Property Appraiser's database in order to generate the number of students per unit by land use type for the current school year. This analysis was conducted by OCPS and reviewed by Tindale Oliver and included the following:

- OCPS geocoded student addresses for students attending those schools listed in Appendix A, Table A-1 as of February 2015. The students excluded Volunteer Pre-K students.
- Orange County Property Appraiser 2015 tax year parcel data.

The development of the SGR analysis is a two-step process; as mentioned previously, the analysis was completed by OCPS staff, and the procedures and results were reviewed by Tindale Oliver. First, using the 2015 Tax Year parcel file provided by the Orange County Property Appraiser's Office, parcels were selected by land uses in the following categories: Single Family, Townhouse, Multi Family, and Mobile Home. This provided the total number of parcels in each category.

Second, student addresses geocoded to the parcel were selected using the above mentioned subsets of parcel data. Geocoded data were selected by the land use category and summed. Finally, the number of students were divided by the total number of parcels in each selected land use category.

Based on the analysis, it was determined that approximately 98 percent of the student addresses could be matched to a respective residential parcel in the Property Appraiser's database. Of the remaining, a portion of the addresses indicated a non-residential or vacant property, land uses that are not included in the impact fee schedule. These students were not included in this analysis.

As part of this update study, SGR for townhouses is separated from the other multifamily units. Upon review of this rate, the Advisory Group recommended establishing a separate category for townhouses.

**Table 9** presents the total number of students and total number of units by each residential land use type that were used to determine the SGR. The resulting SGR by land use category represents the number of students anticipated to occupy a dwelling unit over the life cycle of the home.

Table 9
Student Generation Rates

Residential Land Use	idential Land Use Total Housing Number of Units <sup>(1)</sup> Students <sup>(2)</sup>		al Land Use Housing Number of		dential Land Use Housing Nun		Residential Land Use Housing Number		esidential Land Use Housing Number of		dential Land Use Housing Number of		Students per Unit <sup>(3)</sup>
Traditional Schools													
Single Family (detached)	274,694	114,633	0.417										
Townhouse	17,561	5,779	0.329										
Multi-Family	171,794	48,294	0.281										
Mobile Home	<u>20,228</u>	<u>5,849</u>	0.289										
Total/Weighted Average	484,277	174,555	0.360										

<sup>(1)</sup> Source: Orange County Public Schools

<sup>(2)</sup> Source: Orange County Public Schools

<sup>(3)</sup> Number of Students (Item 2) divided by the number of housing units (Item 1) for each residential type

## **Calculated School Impact Fee Schedule**

To determine the proposed school impact fee for each residential land use, the net impact cost per student from Table 8 was multiplied by the SGR from Table 9 for each residential land use. The resulting net impact fees are presented in the calculated impact fee schedule in **Table 10**. In addition to the calculated fee, the current adopted fee is also shown for comparison purposes.

Table 10
Calculated School Impact Fee Schedule

Land Use	Unit	Students per Unit <sup>(1)</sup>	Net Impact Cost per Student <sup>(2)</sup>	Total Impact Fee <sup>(3)</sup>	Current Adopted Fee <sup>(4)</sup>
Single Family (detached)	du	0.417	\$21,065	\$8,784	\$6,525
Townhouse	du	0.329	\$21,065	\$6,930	\$3,921
Multi-Family	du	0.281	\$21,065	\$5,919	\$3,921
Mobile Home	du	0.289	\$21,065	\$6,088	\$4,345

(1) Source: Table 9(2) Source: Table 8

(3) Students per unit (Item 1) multiplied by the net impact cost per student (Item 2)

(4) Source: Orange County Concurrency Management Office

## **School Impact Fee Schedule Comparison**

As part of the work effort in updating Orange County's schools impact fee program, a comparison of the adopted and calculated single family school impact fee for Orange County to the single family school impact fees adopted by other counties throughout Florida has been prepared. **Table 11** presents this comparison. For those where information was available, the impact fee adoption percentage and the full rate are also shown.

Approximately 40% of Florida counties implemented a school impact fee.

Table 11
School Impact Fee Schedule Comparison

County <sup>(1)</sup>	Date of Last Update <sup>(2)</sup>	Adoption % <sup>(2)</sup>	Adopted Single Family Fee <sup>(2)</sup>	Single Family Fee @ 100% <sup>(3)</sup>	
Citrus County*	2014	50%	\$1,261	\$2,522	
Indian River County	2014	28%	\$1,702	\$6,077	
Palm Beach County <sup>(4)</sup>	2015	N/A	\$1,866	\$15,305	
Sarasota County	2015	26%	\$2,032	\$7,835	
Hernando County	2013	30%	\$2,133	\$7,103	
Highlands County*	2006	50%	\$2,901	\$5,801	
Volusia County	2013	67%	\$3,000	\$4,483	
Manatee County	2016	50%	\$3,238	\$6,476	
Nassau County	2011	100%	\$3,268	\$3,268	
Flagler County	2004	76%	\$3,600	\$4,756	
Hillsborough County	2004	100%	\$4,000	\$4,000	
Marion County*	2006	55%	\$4,068	\$7,375	
Polk County	2015	42%	\$4,403	\$10,483	
Brevard County <sup>(4)</sup>	2015	N/A	\$4,445	\$10,193	
Lee County	2015	100%	\$4,540	\$4,540	
Pasco County	2005	100%	\$4,876	\$4,313	
Seminole County	2007	99%	\$5,000	\$5,068	
Martin County	2006	100%	\$5,567	\$4,555	
St. Lucie County	2009	100%	\$6,182	\$5,447	
St. Johns County	2011	100%	\$6,396	\$5,779	
Collier County	2015	58%	\$6,424	\$11,164	
Orange County Current Adopted	2011	100%	\$6,525	\$6,525	
Clay County	2009	77%	\$7,034	\$9,096	
Broward County	2007	75%	\$7,351	\$9,755	
Lake County	2015	100%	\$9,324	\$9,324	
Osceola County	2014	100%	\$10,187	\$10,187	
Orange County Calculated	2015	100%	N/A	\$8,784	

<sup>(1)</sup> County's tagged with an asterisk (\*) have fees that are currently suspended

<sup>(2)</sup> Source: Published impact fee schedules and discussions with representatives from each County

<sup>(3)</sup> Represents the full calculated fee from each respective technical study

<sup>(4)</sup> Rates shown under Single Family Impact Fee at 100% (Item 3) reflect most recent on-going technical study

Appendix A
Orange County Public Schools
Inventory

## Appendix A – Inventory

This Appendix includes an inventory of traditional schools that are owned and operated by OCPS and included in the impact fee calculations. The inventory includes all existing traditional schools as well as three new schools that are under construction and scheduled to open in 2016.

Table A-1
Orange County Public Schools Inventory

Count	School Name	Low/ High Grade	Year Acq	Permanent Capacity
Elementa	ry Schools:	<u> </u>		
1	117-E-Sw-4 (Summerlake Area)*	K 05	2015	837
2	81-E-Sw-5 Millennia Relief*	K 05	2014	837
3	Aloma Elementary	K 05	1968	644
4	Andover Elementary School	K 05	1999	774
5	Apopka Elementary	K 05	1968	830
6	Arbor Ridge School	K 08	1989	812
7	Audubon Park Elementary School Relief	K 05	2006	842
8	Avalon Elementary	K 05	1999	754
9	Azalea Park Elementary	K 05	1953	696
10	Baymeadows Elementary	K 05	1990	848
11	Blankner K-8 School	K 08	1999	602
12	Bonneville Elementary	K 05	1960	938
13	Brookshire Elementary	K 05	1954	680
14	Camelot Elementary	K 05	1999	754
15	Castle Creek Elementary	K 05	1999	828
16	Catalina Elementary School (New)	K 05	1964	824
17	Cheney Elementary	K 05	1958	754
18	Chickasaw Elementary	K 05	1960	870
1.9	Citrus Elementary	K 05	1999	758
20	Clarcona Elementary	K 05	1985	885
21	Clay Springs Elementary	K 05	1991	832
22	Columbia Elementary School (New)	K 05	2005	842
23	Conway Elementary	K 05	1918	627
24	Cypress Park Elementary	K 05	1959	374
25	Cypress Springs Elementary	K 05	1993	832
26	Deerwood Elementary	K 05	1984	470
27	Dillard Street Elementary	K 05	1951/2002	750
28	Dommerich Elementary	K 05	1964	585
29	Dover Shores Elementary	K 05	1959	608
30	Dr Phillips Elementary	K 05	1979	660
31	Dream Lake Elementary	K 05	1954	832
32	Durrance Elementary	K 05	1959	540

Table A-1 (continued)

Orange County Public Schools Inventory

Count	School Name	Low/ High Grade	Year Acq	Permanent Capacity	
Elementa	rry Schools:				
33	Eagle Creek Elementary	K 05	2014	832	
34	Eagle'S Nest Elementary	K 05	2001	758	
35	East Lake Elementary School	K 05	2002	756	
36	Eccleston Elementary	K 05	1956	684	
37	Endeavor Elementary	K 05	1999	758	
38	Engelwood Elementary	K 05	1958	504	
39	Fern Creek Elementary	K 05	1938	504	
40	Forsyth Woods Elementary	K 05	2009	862	
41	Grand Avenue Primary Learning Center	K 02	1925	290	
42	Hiawassee Elementary	K 05	1958	758	
43	Hidden Oaks Elementary	K 05	1991	650	
44	Hillcrest Elementary	K 05	1924	424	
45	Hungerford Elementary	K 05	1950	420	
46	Hunters Creek Elementary	K 05	1993	620	
47	Independence Elementary	K 05	2005	832	
48	Ivey Lane Elementary	K 05	1963	496	
49	John Young Elementary	K 05	1990	832	
50	Kaley Elementary	K 05	1926	380	
51	Keene's Crossing Elementary School	K 05	2000	859	
52	Killarney Elementary	K 05	1947	520	
53	Lake Como Elementary	K 05	1950	474	
54	Lake Gem Elementary	K 05	1995	622	
55	Lake George Elementary	K 05	1997	679	
56	Lake Silver Elementary	K 05	1951	750	
57	Lake Sybelia Elementary	K 05	1967	64!	
58	Lake Weston Elementary	K 05	1957	790	
59	Lake Whitney Elementary	K 05	1996	629	
60	Lakemont Elementary	K 05	1953	760	
61	Lakeville Elementary	K 05	1997	60	
62	Lancaster Elementary	K 05	1959	819	
63	Lawton Chiles Elementary	K 05	1990	755	
64	Little River Elementary	K 05	1991	50	
65	Lockhart Elementary	K 05	1885	65	
66	Lovell Elementary	K 05	1959	84	
67	Maxey Elementary	K 05	1965	30	
68	Mccoy Elementary	K 05	1963	82	
69	Meadow Woods Elementary	K 05	1989	83	
70	Metro West Elementary	K 05	1988	1,32	
71	Millennia Elementary	K 05	2005	82	

Table A-1 (continued)
Orange County Public Schools Inventory

Count	School Name	Low/ High Grade	Year Acq	Permanent Capacity
Elementa	ry Schools:		· · · · · · · · · · · · · · · · · · ·	
72	Mollie Ray Elementary	K 05	1959	698
73	Moss Park Elementary School	K 05	2001	842
74	Northlake Park Elementary	K 05	1998	878
75	Oak Hill Elementary	K 05	1973	370
76	Oakshire Elementary	K 05	1998	752
77	Ocoee Elementary	K 05	1977	830
78	Orange Center Elementary	K 05	1966	483
79	Orlo Vista Elementary	K 05	1930	735
80	Palm Lake Elementary	K 05	1986	750
81	Palmetto Elementary	K 05	1973	1,163
82	Pershing Elementary	K 05	1960	529
83	Pinar Elementary	K 05	1973	673
84	Pine Castle Elementary	K 05	1882	457
85	Pine Hills Elementary	K 05	1955	830
86	Pineloch Elementary	K 05	1950	830
87	Pinewood Elementary	K 05	1996	655
88	Princeton Elementary	K 05	1919	545
89	Ridgewood Park Elementary	K 05	1969	896
90	Riverdale Elementary	K 05	1997	607
91	Riverside Elementary	K 05	1967	832
92	Rock Lake Elementary	K 05	1955	377
93	Rock Springs Elementary	K 05	1988	832
94	Rolling Hills Elementary	K 05	1960	810
95	Rosemont Elementary	K 05	1991	860
96	Sadler Elementary	K 05	1966	885
97	Sand Lake Elementary	K 05	2004	828
98	Shenandoah Elementary	K 05	1969	720
99	Shingle Creek Elementary	K 05	1990	832
100	Southwood Elementary	K 05	1996	643
101	Spring Lake Elementary	K 05	1960	627
102	Stone Lakes Elementary	K 05	1999	828
103	Sun Blaze Elementary	K 05	2012	832
104	Sunridge Elementary	K 05	2004	859
105	Sunrise Elementary	K 05	1996	66:
106	Sunset Park Elementary School	K 05	2005	83
107	Tangelo Park Elementary	K 05	1959	650
108	Thornebrooke Elementary	K 05	2001	74
109	Three Points Elementary	K 05	2000	75
110	Tildenville Elementary	K 05	1963	79:

Table A-1 (continued)
Orange County Public Schools Inventory

Count	School Name	Low/ High Grade	Year Acq	Permanent Capacity	
Elementa	ry Schools:				
111	Timber Lakes Elementary	K 05	1998	838	
112	Union Park Elementary	K 05	1876	650	
113	Ventura Elementary	K 05	1986	580	
114	Vista Lakes Elementary	K 05	2001	828	
115	Washington Shores Elementary	K 05	1948	694	
116	Waterbridge Elementary	K 05	1991	760	
117	Waterford Elementary	K 05	1991	800	
118	Wedgefield K-8 School*	K 08	2008	704	
119	West Creek Elementary	K 05	2003	758	
120	West Oaks Elementary	K 05	2003	754	
121	Westbrooke Elementary School	K 05	2004	842	
122	Wetherbee Elementary School	K 05	2010	817	
123	Wheatley Elementary	K 05	1935	570	
124	Whispering Oak Elementary School	K 05	2000	767	
125	William Frangus Elementary	K 05	1992	750	
126	Windermere Elementary	K 05	1968	842	
127	Windy Ridge School	K 08	1990	1,229	
128	Winegard Elementary	K 05	1964	770	
129	Wolf Lake Elementary	K 05	2003	828	
130	Wyndham Lakes Elementary	K 05	2003	828	
131	Zellwood Elementary	K 05	1892	623	
Subtotal	- Elementary Schools			95,070	
Middle S	chools:				
1	Apopka Middle	06 08	1950	1,07€	
2	Avalon Middle School	06 08	2005	1,150	
3	Blankner K-8 School	K 08	1999	376	
4	Bridgewater Middle School	06 08	2005	1,176	
5	Carver Middle	06 08	1962	986	
6	Chain Of Lakes Middle	06 08	1998	1,135	
7	Conway Middle	06 08	1968	962	
8	Corner Lake Middle	06 08	1996	1,157	
9	Discovery Middle	06 08	1993	1,031	
10	Freedom Middle School	06 08	2004	1,114	
11	Glenridge Middle	06 08	2001	1,25:	
12	Gotha Middle	06 08	1991	820	
13	Howard Middle	06 08	1925	1,213	
14	Hunters Creek Middle	06 08	1993	969	
15	Jackson Middle	06 08	1963	1,40	
16	Lake Nona Middle School	06 08	2007	1,23	

Table A-1 (continued)
Orange County Public Schools Inventory

Count	School Name	Low/ High Grade	Year Acq	Permanent Capacity	
Middle So	chools:				
17	Lakeview Middle	06 08	1926	1,168	
18	Lee Middle	06 08	1955	783	
19	Legacy Middle	06 08	2003	1,137	
20	Liberty Middle	06 08	1974	1,498	
21	Lockhart Middle	06 08	1958	804	
22	Maitland Middle	06 08	1958	1,021	
23	Meadow Woods Middle	06 08	1996	1,040	
24	Meadowbrook Middle School	06 08	1968	1,244	
25	Memorial Middle School	06 08	1964	1,191	
26	Ocoee Middle	06 08	1885	1,424	
27	Odyssey Middle	06 08	2000	1,134	
28	Piedmont Lakes Middle	06 08	1990	1,113	
29	Robinswood Middle	06 08	1962	1,003	
30	South Creek Middle	06 08	2001	1,125	
31	Southwest Middle	06 08	1991	1,209	
32	Sunridge Middle	06 08	2004	1,237	
33	Union Park Middle	06 08	1961	1,478	
34	Walker Middle	06 08	1964	1,163	
35	Wedgefield K-8 School*	K 08	2008	440	
36	Westridge Middle	06 08	1962	1,079	
37	Wolf Lake Middle	06 08	2003	1,109	
Subtotal	- Middle Schools		,	40,454	
High Scho	pols:				
1	Apopka Senior High	09 12	1974	3,020	
2	Boone Senior High	09 12	1949	2,986	
3	Colonial 9th Grade Center & Senior High	09 12	1958/1986	3,733	
4	Cypress Creek Senior High	09 12	1990	2,850	
5	Dr Phillips Senior High	09 12	1985	2,866	
6	East River High School	09 12	1969	3,00	
7	Edgewater Senior High	09 12	1949	2,318	
8	Evans Senior High	09 12	1957	2,469	
9	Freedom Senior High	09 12	2001	2,67	
10	Jones Senior High	09 12	1925	1,60	
11	Lake Nona High School	09 12	2008	2,80	
12	Oak Ridge Senior High	09 12	1958	2,24	
13	Ocoee High School	09 12	2003	2,77	
14	Olympia Senior High	09 12	1998	3,36	
15	Timber Creek Senior High	09 12	1998	2,72	
16	University Senior High	09 12	1990/1991	2,67	

# Table A-1 (continued) Orange County Public Schools Inventory

Count	School Name	Low/ High Grade	Year Acq	Permanent Capacity
High Sch	pools:	. I		<u> </u>
17	Wekiva High School	09 12	2005	2,797
18	West Orange 9th Grade Center & Senior High	09 12	1974/1991	3,276
19	Winter Park 9th Grade Center & Senior High	09 12	1903/1968	3,723
Subtota	- High Schools			53,914
Grand T	otal - All School		•	189,438

Source: Florida Inventory of School Houses (FISH) and Orange County Public Schools Note: \* indicates schools that are scheduled to open in the 2016/17 school year Permanent capacity refers to adjusted FISH capacity used for the adopted LOS standard.

Appendix B
Building and Land Cost Analysis

This Appendix provides additional information on the data and analysis used to estimate building and land values for the Orange County school impact fee.

#### **Building Construction Costs**

To determine the architect/site improvement, construction, FF&E, and other costs associated with building a new school in Orange County, the following information was evaluated:

- Recently built schools (2009-15) in Orange County:
- Cost estimates/bids for upcoming schools;
- Insurance values of the existing schools;
- School cost information for over 100 schools in other Florida counties; and
- Discussions with representatives from Orange County Public Schools.

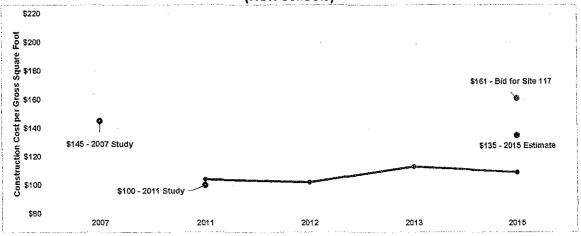
The following paragraphs provide further detail on this research and analysis.

#### **Construction Cost**

Between 2011 and 2015, OCPS built six new elementary schools and two new middle schools. In addition, the District built two high schools in 2009. Construction cost averaged \$108 per gross square foot for elementary schools, with a range of \$102 per square foot to \$119 per square foot. OCPS recently received a bid for a new elementary school at \$160 per gross square foot for the construction component. The following chart presents the cost trend for elementary school, which has the largest sample of projects of all school levels.

As shown in Figure B-1, construction costs for OCPS' schools decreased between 2007 and 2012, and then started to increase again. Although there is a current bid at \$160 per gross square foot for a new elementary school, for impact fee calculation purposes the mid-point of this new bid and the cost of last two schools that were completed in 2015 was used, which resulted in an estimate of \$135 per gross square foot.

Figure B-1
Elementary School Construction Cost Analysis – Orange County
(New Schools)



The two new middle schools were completed in 2012 and the average construction cost was \$115 per gross square foot with a range of \$101 per square foot to \$128 per square foot. The level of increase in elementary school costs observed in Orange County between 2012 and 2015 was applied to middle school costs, which resulted in an estimate of \$155 per gross square foot.

Finally, construction cost for high schools that were built in 2009 averaged \$153 per gross square foot with a range of \$148 per square foot to \$158 per square foot. Based on the level of increase observed in elementary and middle schools in Orange County, construction cost is estimated at \$175 per gross square foot for high schools.

The insurance values of the existing elementary schools average approximately \$140 per gross square foot for buildings only, \$166 per square foot for middle schools, and \$177 for high schools. It is important to note insurance values typically do not include the full cost of constructing a school since certain components of a building, such as the foundation, are excluded from these values. As such, insurance values are considered to be a conservative estimate.

Based on data obtained from the Florida Department of Education for schools built in 2011 through 2013, the construction cost for other Florida jurisdictions ranged from \$109 per gross square foot to \$229 per gross square foot.

Tables B-1 through B-3 provides the summary and detail of this information.

Table B-1
Construction Cost Analysis – Orange County

Year Built <sup>(1)</sup>	School Level	Construction Cost per Gross Sq Ft <sup>(2)</sup>					
		Average	Rang	je			
New School Co	onstruction:						
2011 - 2015	Elementary	\$108	\$102	\$119			
2012	Middle	\$115	\$101	\$128			
2009	High	\$153	\$148	\$158			
Bids:			<u> </u>				
2015	Elementary	\$161					
CIP Estimates.				<u>-</u>			
2015	Elementary	\$181	114411	1945 A			
2015	Middle	\$211					
2015	High	\$227		· .			
Insurance Val	ues of Existing School	ol Buildings (Build	dings Only):				
	- Elementary School	ols		\$140			
	- Middle Schools			\$166			
	- High Schools			\$177			
School Constr	uction Cost in Other	Florida Jurisdicti	ons <sup>(3)</sup> :				
2011 - 2013	Elementary	\$140	\$109	\$229			
2011 - 2013	Middle	\$148	\$123	\$189			
2011 - 2013	High	\$136	\$109	\$194			
Estimates Use	ed in the Study:						
	- Elementary Scho	ols		\$135			
	- Middle Schools			\$155			
1	- High Schools			\$175			

<sup>(1), (2)</sup> Table B-2

<sup>(3)</sup> Source: Florida Department of Education (see Table B-3)

Table B-2 School Facility Cost Detail – Orange County (1)

	1 1 1		1 4	Gross Square	Construction Cost	Architectural/	Site Improvement				Percentage of Co	nstruction Cost <sup>(2)</sup>	
School	Туре	Year	Construction Cost	Feet	per Gross Square Foot	Engineering Cost	Cost	FF& É Cost	Facility Support Cost	Architectural/ EngineeringCost	Site Improvement Cost	FF& E Cost	Facility Support Cost
Wetherbee Elementary	Elem	2011	\$11,795,072	113,073	5104	\$812,505	\$0	51,031,767	\$317,508	6.9%	0.0%	9.7%	7.7%
Sun Ridge Elem	Etem	2012	\$30,031,097	98,176	5102	\$580,395	\$1,296,632	\$951,358	\$393,368	5.8%	12.9%	9.5%	3.9%
Hackney Prairie Road Area ES	Elem	2013	\$11,261,094	103,818	\$108	\$890,931	\$657,635	\$1,057,127	\$791,789	7.9%	5.8%	9.4%	7.0%
Sun Blaze Elementary	Eiem	2013	\$10,269,207	86,619	\$119	\$587,445	\$658,487	\$1,035,380	\$157,446	5.7%	6.4%	10.1%	1.5%
Eagle Creek ES	Elem	2015	\$9,248,244	84,611	\$109	\$503,008	\$1,934,060	\$1,168,200	\$394,141	5,4%	20.9%	12.6%	4.3%
Independence ES	Elem	2015	\$9,394,386	85,747	\$110	\$454,954	\$1,649,461	\$1,168,200	\$476,533	4.855	17.6%	12.4%	5.1%
SunRidge Mittalle	Middle	2012	573,617,116	184,436	\$328	\$1,137,698	\$1,051,252	\$1,591,755	\$848,438	4.8%	4.5%	6.7%	3.6%
Lake Nona Middle	Midale	2012	\$16,923,455	167,123	\$101	\$1,277,253	\$0	\$1,795,561	\$3,264,156	7.5%	0.0%	10.6%	19.3%
East River High	High	2009	\$58,970,282	399, 708	\$148	\$1,860,628	\$10,333,793	\$5,304,005	\$2,305,799	3.2%	17.5%	9.0%	3.9%
Lake Nona High	High	2009	\$60,857,702	355,173	\$158	\$1,721,299	\$7,186,702	\$5,217,686	\$1,799,135	2.8%	11.8%	8.6%	2.9%
Totals (Elementary School Only)	Elem	-	\$61,999,100	572,044	\$108	\$3,829,238	\$6,196,275	\$6,462,016	\$2,530,785	6.2%	10.0%	10.4%	4.1%
Totals (Middle Sthool Only)	Middle		\$40,540,57\$	351,559	\$115	\$2,414,951	\$1,051,252	\$3,387,922	\$4,112,594	6.0%	2.6%	8.4%	10.1%
Totals (High School Only)	High		\$119,827,984	784,681	\$153	\$3,581,927	\$17,520,495	\$10,521,703	\$4,074,934	3.0%	14.6%	\$.6%	3.439
Totals [All Schools]			\$222,367,655	\$1,706,484	\$130	\$9,826,116	524,768,022	\$20,371,039	\$10,718,813	4.4%	11.1%	9.2%	4.8%

Tindale Oliver February 2016

Orange County Public Schools School Impact Fee Study Update

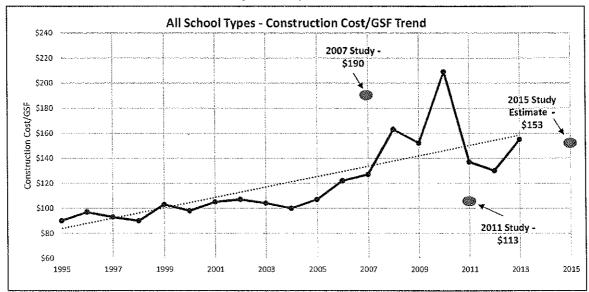
Table B-3
Construction Cost analysis – Other Florida Jurisdictions

Year Built	County	Facility Name/Type	Construction Cost	Gross Sq. Ft.	Construction Cost per Gross SF
Elementary :	Schools			3 32 33 33 33 33	
2011	Charlotte	Meadow Park Elementary	\$12,696,116	116,251	\$109
2011	Duvai	Waterleaf Elementary	\$14,882,021	106,269	\$140
2011	Escambia	Global Learning Academy	\$17,019,155	127,600	
2011	Orange	Wetherbee Elementary	\$11,795,072	113,073	\$104
2011	Osceola	Highlands Elementary	\$14,534,309	102,338	\$142
2011	Pasco	Connerton Elementary "R"	\$11,598,590	92,842	\$125
2012	Alachua	Meadow brook Elementary	\$12,388,973	104,887	\$118
2012	Indian River	Vero Beach Elementary	\$17,243,103	121,037	\$142
2012	Lee	Tortuga Preserve	\$16,021,554	141,643	\$113
2012	Orange	SunRidge Elementary	\$10,031,097	98,176	The state of the state of
2012	St. Johns	Palencia Elementary	\$12,677,682	115,811	\$109
2012	Volusia	Citrus Grove Elementary	\$13,854,183	106,177	\$130
2013	Marion	Legacy Elementary	\$14,047,310	121,490	
2013	Orange	Sun Blaze Elementary	\$10,269,207		
2013	Orange	Hackney Prairies Road Area Elementary	\$11,261,094	103,818	
2013	Palm Beach	Galaxy Elementary	\$22,515,045	108,674	
2013	Palm Beach	Gove Elementary	\$28,528,459		
	<del></del>	ementary Schools	\$251,362,970		
		ementary Schools (excluding Orange County Schools)	\$208,006,500	1,489,562	
Middle Scho			1 4	, -,, -	, , , , , , , , , , , , , , , , , , ,
2011	Dade	North Dade Middle	\$18,921,534	100,245	\$18
2011	Polk	Boone Middle	\$17,900,963		+
2011	Walton	Emerald Coast Middle	\$15,918,884		
2012	Collier	Bethune Education Center	\$5,538,155		
2012	Dade	North Dade Middle and North Dade Center for Modern Languages	\$18,921,534	<u> </u>	
2012	Lee	Hams Marsh Middle	\$23,750,925		
2012	Orange	Lake Nona Middle	\$16,923,455	(	
2012	Orange	Sunridge Middle	\$23,617,116	The state of the state of the state of	
2013	Monroe	Horace O'Bryant	\$30,596,297		
	hted Average N		\$172,088,863		
		liddle Schools (excluding Orange County Schools)	\$131,548,292		
High School		, , , , , , , , , , , , , , , , , , , ,	1 7 70 0,	1	<u>,                                     </u>
2011	Broward	Lanier James Education Center	\$8,889,147	60,862	\$14
2011	Calhoun	Blountstown High	\$19,407,910		
2011	Charlotte	Charlotte High	\$61,755,842		
2011	Lake	Lake Minneola High	\$46,974,201		
2011	Okeechobee	Okeechobee Achievement Academy	\$5,499,975		
2011	Polk	Auburndale Senior	\$19,522,053		
2011	Polk	Davenport School of the Arts	\$29,136,512	<del></del>	
2011	Polk	Kathleen Senior	\$24,323,662		
2011	Polk	Winter Haven Senior	\$26,374,234		<del></del>
2012	Dade	International Studies SHS	\$7,192,32		
2012	Dade	Medical Academy or Science and Technology	\$9,303,705		
2012	St. Lucie	Lincoln Park Academy	\$10,928,736		
2012	Martin	Martin County High	\$7,623,310		
	ghted Average h				=
		iign Schools ligh Schools (excluding Orange County Schools)	\$276,931,618 \$276,931,618		
	NUMBER OF STREET	nun sunaais textiinina uranae county Stronis)	3770 957 673		

Source: Florida Department of Education

These estimates result in an overall construction cost of \$153 per gross square foot, which is consistent with the costs experienced in other Florida jurisdictions. Figure B-2 presents long-term school construction cost trends in Florida.

Figure B-2
School Construction Cost Analysis – All Levels
Orange County and Florida



Source: Florida Department of Education

# Architectural, Design, Site Preparation, Furniture, Fixture and Equipment Costs

The architectural, design, site preparation (including on-site improvement and traffic control costs), and FF&E costs (including technology) are calculated based on the ratio of these costs to the construction costs observed in Orange County and other jurisdictions. These figures were also discussed with the District representatives and are estimated at 19 percent of construction cost for facility planning, which includes 4 percent for architectural/ design, 10 percent for site preparation, and 5 percent for facility support costs. Of these, facility support costs include cost associated with constructing schools as hurricane shelters, making public utilities available, drainage, etc. In addition, the estimate for FF&E is 9 percent of the construction cost. Table B-4 provides a summary of costs in Orange County compared to other Florida jurisdictions. As presented, Orange County's experience is consistent with other Florida juridictions.

Table B-4
Other Building Costs

Component	Orange County (2009-2015) <sup>(1)</sup>	Other Florida J (2009-20	Estimate of Impact Fee	
	(2003-2013)	Average	Range	Calculations <sup>(3)</sup>
A/E - Design	4.4%	6%	1% - 17%	4%
Site Prep	11.1%	10%	0% - 72%	10%
FF&E	9.2%	9%	2% - 30%	9%
Facility Support	4.8%	N/A	N/A	5%

<sup>(1)</sup> Source: Table B-2

Tables B-5 and B-6 provide further detail on the cost experienced in other Florida jurisdictions.

<sup>(2)</sup> Source: Florida Department of Education, Table B-5 through B-6

<sup>(3)</sup> Final estimate used in the 2015 school impact fee study for Orange County Public Schools

Table B-5
Architectural/Civil Design and FF&E Cost Analysis
Orange County and Other Florida Jurisdictions

Year	District	Туре	Facility Name	Construction Cost	Architect & Eng Fees	Ratio of Architect & Eng Fees to Construction Cost	FF&E	Ratio of FF&E to Construction Cost
2009	Bay	Elem	Deer Point Elementary	\$16,646,867	\$1,046,428	6%	\$1,106,071	7%
2009	Brevard	High	Satellite High School	\$4,735,903	\$225,000	5%	\$358,000	8%
2009	Brevard	High	Heritage High School	\$57,088,946	\$2,328,706		\$5,470,874	10%
2009	Broward	Elem	Discovery Elementary (K-6)	\$24,813,884	\$1,017,051	4%	\$2,729,823	11%
2009	Broward	Elem	Heron Heights Elementary	\$25,377,383	\$1,101,087	4%	\$2,821,297	11%
2009	Charlotte	Elem	East Elementary	\$14,128,364	\$1,189,449	8%	\$750,180	5%
2009	Collier	Elem	Eden Park Elementary (K-6)	\$19,625,793	\$743,765	4%	\$2,824,488	
2009	Collier	Elem	Mike Davis Elementary	\$18,747,061	\$830,774	4%	\$2,390,841	13%
2009	Duval	Middle	Westview K-8	\$29,119,287	\$2,600,719		\$3,013,790	
2009	Duval	Elem	Bartram Springs Elementary	\$16,349,939		6%	\$1,752,167	11%
2009	Hernando	Middle	Explorer K-8	\$41,212,410	\$1,748,584		\$3,220,587	8%
2009	Hillsborough	Elem	Bailey Elementary	\$7,308,787	\$554,962		\$1,475,000	20%
2009	Hillsborough	Elem	Stowers Elementary	\$10,360,379	\$596,594		\$1,475,000	
2009	Hillsborough	High	Steinbrenner High School	\$38,437,165	\$1,588,553		\$4,945,000	
2009	Hillsborough	High	Strawberry Crest High School	\$43,204,430	\$3,051,138		\$4,945,000	l
2009	Hillsborough	Middle	Barrington Middle School	\$16,315,050	\$961,428		\$2,259,000	
2009	Indian River	Middle	Storm Grove Middle School	\$34,106,673	\$2,205,007		\$4,191,001	12%
2009	Lake	Middle	East Ridge Middle School	\$27,281,965	\$1,283,420		\$2,491,107	
2009	Lee	Elem	Heights Elementary School	\$20,794,081	\$464,500		\$1,635,759	
2009	Lee	Elem	Lehigh Elementary School	\$15,702,253			\$856,087	
2009	Manatee	Elem	G.D. Rogers Garden Elementary	\$12,223,480			\$788,800	
2009	Martin	Elem	Citrus Grove Elementary	\$21,130,325			\$1,280,297	
2009	Okaloosa	Elem	Riverside Elementary School	\$11,716,323			\$3,066,309	·
2009	Okaloosa	Middle	Shoal River Middle School	\$12,779,256	\$1,297,594		\$3,229,106	
2009	Orange	High	East River High School	\$58,970,282			\$5,304,005	
2009	Orange	High	Lake Nona High School	\$60,857,702			\$5,217,696	
2009	Osceola	Elem	KOA Elementary School (Elem L)	\$15,713,245			\$2,248,960	
2009	Osceola	Elem	Narcoossee Elementary (ES M)	\$16,726,447			\$2,248,960	
2009	Osceola	Middle	Westside K-8 School	\$23,051,370			\$2,686,144	
2009	Palm Beach	Elem	C.O. Taylor/Kirklane Elementary	\$33,403,046			\$995,496	
2009	Palm Beach	Elem	Hope-Centennial Elementary	\$24,021,666		_	\$1,029,700	
2009	Polk	Elem	Spessard Holland Elementary	\$15,642,049			\$1,508,553	
2009	Sarasota	Elem	Atwater Elementary School	\$19,931,810	\$1,802,669	9%	\$651.817	
2009	Sarasota	High	Suncoast Polytechnical High School	\$15,039,639	\$1,030,406	7%	\$2,160,265	14%
2009	Sarasota	Middle	Woodland Middle School	\$42,647,963	\$3,004,145	7%	\$2,077,048	
2009	St. Johns	Middle	Liberty Pines Academy (K-8)	\$25,277,687	\$971,288	4%		
2009	Volusia	Elem	Champion Elementary	\$14,696,164	\$725,513	5%	\$950,36	6%
2009	Wakulla	Elem	Riversink Elementary	\$15,363,460	\$817,426	5 5%	\$967,59	6%
2009	Walton	High	Walton Senior High	\$35,764,000				
2009	Washington	Elem	Vernon Elementary School	\$6,259,105	\$492,392	8%	\$267,74	2 4%
2010	Broward	Elem	Norcrest Elementary	\$22,286,245				<del></del>
2010	Clay	High	Oakleaf High	\$50,819,749		<del></del>		
2010	Collier	Elem	Palmetto Elementary	\$20,224,743				
2010	Collier	High	Lorenzo Walker Institute of Technology High	\$9,843,413	\$795,386	5 8%		
2010	Duval	High	Atlantic Coast High	\$50,466,294	\$5,220,13	5 10%		

# Table B-5 (Continued) Architectural/Civil Design and FF&E Cost Analysis Orange County and Other Florida Jurisdictions

Year	District	Туре	Facility Name	Construction Cost	Architect & Eng Fees	Ratio of Architect & Eng Fees to Construction Cost	FF&E	Ratio of FF&E to Construction Cost
2010	Hernando	High	Weeki Watchee High	\$49,391,964	\$1,939,097	4%	\$4,719,813	10%
2010	Lake	Elem	Sorrento Elemenatry	\$15,407,494	\$668,339	4%	\$1,895,206	12%
2010	Osceola	Elem	East Lake Elementary	\$13,103,888	\$531,794	4%	\$2,020,973	15%
2010	Palm Beach	Elem	Everglades Elementary	\$18,272,709	\$1,828,811	10%	\$1,071,745	6%
2010	Palm Beach	Elem	Northboro Elementary	\$25,556,083	\$2,054,031	8%	\$779,741	3%
2010	Palm Beach	Elem	Plumosa Elementary	\$24,127,146	\$2,101,474	9%	\$730,067	3%
2010	Palm Beach	High	Palm Beach Gardens Community High	\$88,425,828	\$3,817,726	4%	\$3,331,487	4%
2010	Palm Beach	High	Suncoast High	\$72,435,808	\$3,762,353	5%	\$2,273,221	3%
2010	Sarasota	High	Riverview High	\$94,573,194	\$5,999,998	6%	\$4,377,536	5%
2010	Seminole	Elem	New Midway Elementary	\$12,297,322	\$810,700	7%	\$1,133,007	9%
2010	Volusia	High	University High	\$72,990,143	\$3,092,214	4%	\$6,096,162	8%
2011	Broward	Hìgh	Lanier James Education Center	\$8,889,147	\$1,075,459	12%	\$1,304,137	15%
2011	Calhoun	High	Blountstown High	\$19,407,910	\$1,968,893	10%	\$994,719	5%
2011	Charlotte	Elem	Meadow Park Elementary	\$12,696,116	\$944,273	7%	\$674,842	5%
2011	Charlotte	High	Charlotte High	\$61,755,842	\$6,502,129	11%	\$2,676,408	4%
2011	Duval	Elem	Waterleaf Elementary	\$14,882,021	\$1,621,628	11%	\$1,899,236	13%
2011	Escambia	Eiem	Global Learning Acade my	\$17,019,155	\$1,682,415	10%	\$2,861,931	17%
2011	Hernando	Middle	Winding Waters K-8	\$21,182,866	\$880,709	4%	\$4,279,500	20%
2011	Lake	High	Lake Minneola High	\$46,974,201	\$3,030,934	5%	\$6,483,383	14%
2011	Okeechobee	High	Okeechobee Achievement Academy	\$5,499,975	\$453,761	8%	\$427,114	8%
2011	Orange	Elem	Wetherbee Elementary	\$11,795,072	\$812,505	7%	\$1,081,762	99
2011	Osce ola	Elem	Highlands Elementary	\$14,534,309	\$666,978	5%	\$1,650,318	11%
2011	Pasco	Elem	Connerton Elementary "R"	\$11,598,590	\$858,671	7%	\$1,298,389	11%
2011	Polk	High	Auburndale Senior	\$19,522,053	\$1,462,146	7%	\$3,124,050	15%
2011	Polk	High	Davenport School of the Arts	\$29,136,512	\$1,042,674	4%	\$2,330,971	8%
2011	Polk	High	Kathleen Senior	\$24,323,662	\$875,094	4%	\$2,267,250	9%
2011	Polk	Hìgh	Winter Haven Senior	\$26,374,234	\$853,483	3%	\$2,360,389	
2011	Polk	Middle	Boone Middle	\$17,900,963	\$1,080,157	6%	\$1,331,348	
2011	Walton	Middle	Emerald Coast Middle	\$15,918,884	\$1,709,689	11%	\$700,000	· <del> </del>
2012	Alachua	Elem	Meadowbrook Elementary	\$12,388,973	<del></del>	8%	\$1,974,898	
2012	Collier	Middle	Bethune Education Center	\$5,538,155		<u> </u>	\$734,057	
2012	Dade	High	International Studies SHS	\$7,192,325	\$684,965		\$757,496	
2012	Dade	High	Medical Academy or Science and Technology	\$9,303,705	\$762,932	. 8%	\$919,966	
2012	Dade	Middle	North Dade Middle	\$18,921,534	\$867,900		\$1,122,762	
2012	Indian River	Elem	Vero Beach Elementary	\$17,243,103			\$1,342,512	. 89
2012	Lee	Elem	Tortuga Preserve	\$16,021,554			\$1,487,463	
2012	Lee	Middle	Hams Marsh Middle	\$23,750,925			\$1,814,273	
2012	Orange	Elem	SunRidge Elementary	\$10,031,097	March Street Company of the Street	<del></del>	\$951,358	
2012	Orange	Middle	Lake Nona Middle	\$16,923,455	\$1,277,253		\$1,795,56	
2012	Orange	Middle	SunRidge Middle	\$23,617,116	4	1	\$1,591,75	1
2012	St. Johns	Elem	Palencia Elementary	\$12,677,682			\$1,500,000	
2012	St. Lucíe	High	Lincoln Park Academy	\$10,928,736	····	·	\$3,246,19	
2012	Volusia	Elem	Citrus Grove Elementary	\$13,854,185			\$1,555,729	
2013	Marion	Elem	Legacy Elementary	\$14,047,310	<del></del>	<del>-</del>	\$1,680,82	
2013	Martin	High	Martin County High	\$7,623,316		1	\$419,890	
2013	Monroe	Middle Elem	Horace O'Bryant	\$30,596,297	4		\$1,320,36	
2013	Orange	Elem	Sun Blaze Elementary	\$10,269,20	~		\$1,035,36	
	Orange		Hackney Prairies Road Area Elementary	\$11,261,094	· · · · · · · · · · · · · · · · · · ·		\$1,057,12	
2013	Palm Beach	Elem	Galaxy Elementary	\$22,515,04	1			
2013	Palm Beach	Elem	Gove Elementary	\$28,528,459		<del></del>	·	
	eighted Average	3	The Calculation of the Calculati	\$2,305,439,440			<del></del>	
			unty Schools ONLY)	\$203,725,023				
rotal/W	eignted Average (E	xcluding	Orange County Schools)	\$2,101,714,41	\$130,017,08	6 6%	\$178,745,03	1 9

Source: Florida Department of Education

Table B-6
Site Development Cost Analysis
Orange County and Other Florida Jurisdictions

			orange County and Other Florida	Construction	Site	Ratio of Site
Year	District	Type	Fadlity Name	Cost	Improv/Devel	Development to Construction Cost
2009	Вау	Elem	Deer Point Elementary	\$16,646,867	\$1,711,350	10%
2009	Brevard		Satellite High School	\$4,736,903	\$307,888	6%
2009	Brevard		Heritage High School	\$57,088,946	\$9,834,384	17%
2009	Broward	· · · · · · · · · · · · · · · · · · ·	Discovery Elementary (K-6)	\$24,813,884	\$3,397	0%
2009	Charlotte	*****	East Elementary	\$14,128,364	\$1,389,286	10%
2009	Collier		Eden Park Elementary (K-6)	\$19,625,793	\$2,083,000	
2009	Collier	Elem	Mike Davis Elementary	\$18,747,061	\$1,722,320	
2009	Duval	Middle	Westview K-8	\$29,119,287	\$1,708,817	6%
2009	Duval	Elem	Bartram Springs Elementary	\$16,349,939	\$1,427,211	9%
2009	Hernando	Middle	Explorer K-8	\$41,212,410	\$1,200,000	3%
2009	Hillsborough	Elem	Bailey Elementary	\$7,308,787	\$753,646	10%
2009	Hillsborough	Elem	Stowers Elementary	\$10,360,379	\$941,642	9%
2009	Hillsborough	High	Steinbrenner High School	\$38,437,165	\$4,391,015	11%
2009	Hillsborough	High	Strawberry Crest High School	\$43,204,430	\$3,443,506	8%
2009	Hillsborough	Middle	Barrington Middle School	\$16,315,050	\$1,368,167	. 8%
2009	Indian River	Middle	Storm Grove Middle School	\$34,106,673	\$6,629,160	19%
2009	Lake	Middle	East Ridge Middle School	\$27,281,965	\$599,565	2%
2009	Lee	Elem	Heights Elementary School	\$20,794,081	\$220,848	1%
2009	Lee	Elem	Lehigh Elementary School	\$15,702,253	\$679,758	4%
2009	Manatee	Elem	G.D. Rogers Garden Elementary	\$12,223,480	\$969,092	8%
2009	Martin	Elem	Citrus Grove Elementary	\$21,130,325	\$722,012	3%
2009	Okaloosa	Elem	Riverside Elementary School	\$11,716,323	\$2,148,260	18%
2009	Okaloosa	Middle	Shoal River Middle School	\$12,779,256	\$2,170,119	17%
2009	Orange	High	East River High School	\$58,970,282	\$10,333,793	18%
2009	Orange	High	Lake Nona High School	\$60,857,702	\$7,186,702	12%
2009	Osceola	Elem	KOA Elementary School (Elem L)	\$15,713,245	\$1,874,555	12%
2009	Osceola	Elem	Narcoossee Elementary (ES M)	\$16,726,447	\$631,727	4%
2009	Osceola	Middle	Westside K-8 School	\$23,051,370	\$2,162,558	9%
2009	Palm Beach	Elem	C.O. Taylor/Kirklane Elementary	\$33,403,046	\$3,628,916	11%
2009	Palm Beach	Elem	Hope-Centennial Elementary	\$24,021,666	\$2,733,790	11%
2009	Sarasota	Elem	Atwater Elementary School	\$19,931,810	\$4,737,875	24%
2009	Sarasota	High	Suncoast Polytechnical High School	\$15,039,639	\$1,463,101	10%
2009	Sarasota	Middle	Woodland Middle School	\$42,647,963	\$6,909,752	16%
2009	Volusia	Elem	Champion Elementary	\$14,696,164	\$1,615,729	11%
2009	Wakulla	Elem	Riversink Elementary	\$15,363,460	\$1,300,000	8%
2009	Walton	High	Walton Senior High	\$35,764,000	\$50,000	0%
2009	Washington	Elem	Vernon Elementary School	\$6,259,105	\$450,421	l 7%
2010	Broward	Elem	Norcrest Elementary	\$22,286,245	\$37,949	9 0%
2010	Clay	Hìgh	Oakleaf High	\$50,819,745	\$274,000	1%
2010	Collier	Elem	Palmetto Elementary	\$20,224,743	\$2,440,98	12%
2010	Collier	High	Lorenzo Walker Institute of Technology High	\$9,843,413		
2010	Duval	High	Atlantic Coast High	\$50,466,294	\$7,648,46	0 15%
2010	Lake	Elem	Sorrento Elemenatry	\$15,407,494	\$1,894,41	4 129
2010	Osceola	Elem	East Lake Elementary	\$13,103,888	\$226,33	1 2%
2010	Palm Beach	Elem	Everglades Elementary	\$18,272,709	\$2,286,72	5 139
2010	Palm Beach	Elem	Northboro Elementary	\$25,556,083	\$1,482,60	5 69
2010	Palm Beach	Elem	Plumosa Elementary	\$24,127,146	\$1,967,54	0 89
2010	Palm Beach	High	Palm Beach Gardens Community High	\$88,425,828	\$10,693,53	2 129
2010	Palm Beach	High	Suncoast High	\$72,435,808	\$9,785,60	3 149
2010	Sarasota	High	Riverview High	\$94,573,194		
2010	Volusia	High	University High	\$72,990,143	<del></del>	
2011	Broward	High	Lanier James Education Center	\$8,889,14		
2011	Calhoun	High	Blountstown High	\$19,407,910		
2011	Charlotte	Elem	Meadow Park Elementary	\$12,696,116		

# Table B-6 (Continued) Site Development Cost Analysis

**Orange County and Other Florida Jurisdictions** 

Year	District	Туре	Facility Name	Construction Cost	Site Improv/Devel	Ratio of Site Development to Construction Cost
2011	Charlotte	High	Charlotte High	\$61,755,842	\$7,904,370	13%
2011	Duval	Elem	Waterleaf Elementary	\$14,882,021	\$1,361,500	9%
2011	Escambia	Elem	Global Learning Academy	\$17,019,155	\$200,000	1%
2011	Lake	High	Lake Minneola High	\$46,974,201	\$454,710	1%
2011	Okeechobee	High	Okeechobee Achievement Academy	\$5,499,975	\$1,300	0%
2011	Orange	Elem	Wetherbee Elementary	\$11,795,072	\$0	0%
2011	Osceola	Elem	Highlands Elementary	\$14,534,309	\$1,293,639	9%
2011	Pasco	Elem	Connerton Elementary "R"	\$11,598,590	\$2,313,586	20%
2011	Walton	Middle	Emerald Coast Middle	\$15,918,884	\$1,717,116	11%
2012	Alachua	Elem	Meadowbrook Elementary	\$12,388,973	\$86,278	1%
2012	Collier	Middle	Bethune Education Center	\$5,538,155	\$479,652	9%
2012	Dade	Middle	North Dade Middle	\$18,921,534	\$0	0%
2012	Dade	High	International Studies SHS	\$7,192,325	\$0	0%
2012	Dade	High	Medical Academy or Science and Technology	\$9,303,705	\$0	0%
2012	Indian River	Elem	Vero Beach Elementary	\$17,243,103	\$1,196,000	7%
2012	Lee	Elem	Tortuga Preserve	\$16,021,554	\$1,367,613	9%
2012	Lee	Middle	Hams Marsh Middle	\$23,750,925	\$2,100,258	
2012	Orange	Elem	SunRidge Elementary	\$10,031,097	\$1,296,632	13%
2012	Orange	Middle	Lake Nona Middle	\$16,923,455	\$0	0%
2012	Orange	Middle	SunRidge Middle	\$23,617,116	\$1,051,252	4%
2012	St. Johns	Elem	Palencia Elementary	\$12,677,682	\$0	0%
2012	St. Lucie	High	Lincoln Park Academy	\$10,928,736	\$7,901,452	72%
2012	Volusia	Elem	Citrus Grove Elementary	\$13,854,183	\$415,026	3%
2013	Marion	Elem	Legacy Elementary	\$14,047,310	\$477,607	3%
2013	Martin	High	Martin County High	\$7,623,316	\$536,994	7%
2013	Monroe	Middle	Horace O'Bryant	\$30,596,297	\$2,740,572	9%
2013	Orange	Elem	Sun Blaze Elementary	\$10,269,207	\$658,487	6%
2013	Orange	Elem	Hackney Prairies Road Area Elementary	\$11,261,094		
2013	Palm Beach	Elem	Galaxy Elementary	\$22,515,045	\$1,929,530	
2013	Palm Beach	Elem	Gove Elementary	\$28,528,459	\$1,284,903	
Total/We	eighted Average	2	· · · · · · · · · · · · · · · · · · ·	\$2,039,012,745		
Total/W	eighted Average	e (Orange	County Schools ONLY)	\$203,725,025		
			ng Orange County Schools)	\$1,835,287,720		

Source: Florida Department of Education

# Land Value Analysis

To estimate the current land value, the following analysis is conducted:

- Recent land purchases (2008-16) by OCPS as well as estimates for future proposed purchases;
- A review of the current market value of land from the Property Appraiser database where the existing schools are located;
- An analysis of vacant residential land sales (non-OCPS purchases) in Orange County over the past three years for parcels of similar size;
- An analysis of market value of vacant residential land from the Property Appraiser database for parcels of similar size and location to the current inventory; and
- Discussions with OCPS staff.

OCPS purchased thirteen sites that were over 10 acres between 2008 and the beginning of 2016. The purchase price of these parcels averaged \$158,000 per acre with a range of \$20,000 to \$945,000. The District's estimate for upcoming land purchases averages \$350,000 per acre with a range of \$23,000 per acre to \$500,000 per acre.

The value of parcels where the existing schools are located, as estimated by the Orange County Property Appraiser, indicates an average land value of \$55,000 per acre with a range of \$9,100 acre to \$496,000 per acre. Property Appraiser estimates tend to be on the conservative side for publicly owned land. Vacant residential land sales of similar size in Orange County between 2012 and 2015 averaged \$105,000 per acre. Given this information, a unit cost of \$100,000 per acre is found to be a reasonable and even a conservative estimate for impact fee calculation purposes. Tables B-7 through B-9 provide a summary of this information as well as the detail for recent land purchases and proposed land purchases by OCPS.

Table B-7
Land Value Analysis

Component	Value per Acre						
	Average	Range					
Recent Purchases (10 + acres) <sup>(1)</sup>	\$158,000	\$20,000 - \$945,000					
Value of Current Parcels <sup>(2)</sup>	\$55,000	\$9,100 - \$496,000					
Future Estimates (15 to 50 acres) <sup>(3)</sup>	\$348,000	\$23,000 - \$500,000					
Vacant Residential Land Sales (5 to 90 acres) (4)	\$105,000	\$10,000 - \$798,000					
Vacant Residential Land Values (5 to 90 acres) (4)	\$44,000	\$10,000 - \$472,000					

(1) Source: Table B-8

(2) Source: Orange County Property Appraiser's database

(3) Source: Table B-9

(4) Source: Orange County Property Appraiser's database

Table B-8
Historical Land Purchases (Orange County Public Schools)

Facilities Name/Real Estate ID <sup>(1)</sup>	Year Acq. (1)	Purchase Price <sup>(1)</sup>	Acres <sup>(1)</sup>	Price per Acre <sup>(2)</sup>
87-M-SE-3	2012	\$3,000	0.05	\$60,000
55-H-N-6	2011	\$80,000	0.18	\$444,444
200-E-W-7	2012	\$147,500	0.18	\$819,444
Oak Ridge HS	2009	\$652,000	0.20	\$3,260,000
55-H-N-6	2010	\$137,988	0.35	\$394,251
Oak Ridge HS	2009	\$650,000	0.40	\$1,625,000
Oak Ridge HS	2009	\$875,000	0.50	\$1,750,000
Forsyth Lots 261 & 103	2010	\$99,998	0.68	\$147,056
Oak Ridge HS	2009	\$1,100,000	0.70	<del></del>
55-H-N-6	2010	\$1,500,000	0.91	\$1,648,352
55-H-N-6	2010	\$1,250,000	1.00	<del></del>
55-H-N-6	2010	\$410,000	1.00	\$410,000
55-H-N-6	2010	\$175,000	1.00	
55-H-N-6	2010	\$2,999,380	1.50	
55-H-N-6	2009	\$2,800,000	1.54	
55-H-N-6	2010	\$2,675,000	2.02	
113-H-W-4	Contract	\$247,000	2.53	
55-H-N-6	2010	\$3,400,000	2.93	<u> </u>
21-M-E-2	2015	\$325,000	3.64	
21-M-E-2	2015	\$325,000	3.64	
21-M-E-2	2015	\$420,000	4.16	1
55-H-N-6	2010	\$1,390,000	4.40	<del> </del>
Oak Ridge HS	2009	\$2,845,000	4.70	
200-E-W-7	2012	\$825,000	6.42	<del></del>
131-K8-SW-5	2014	\$10,775,860	11.40	\$945,253
81-E-SW-5	2014	\$5,150,000	12.00	\$429,167
30-E-SE-3	2011	\$725,000		1 .
3-E-SE-2	2012	\$3,250,000	15.00	\$216,667
117-E-SE-4	2015	\$356,400	15.84	\$22,500
23-E-E-1	2009	\$987,000	18.87	1
Lake Nona MS	2009	\$1,852,560	20.38	
87-M-SE-3	2010	\$450,170	23.00	
48-M-SW-4	2008	\$6,250,000	25.00	¬
Forsyth Woods ES	2009	\$1,895,000	25.10	\$75,498
Site #37-M-W-4	2015/16	\$576,990	<del></del>	<del></del>
52-M-SE-2	2016	\$8,700,000	{	<del></del>
2-M-E-1	2008/09	\$3,584,950		<del></del>
Totals/Weighted Average	\$69,885,796			
Totals/Weighted Average (10 + ac	\$44,553,930	282.82	\$157,53	

<sup>(1)</sup> Source: Orange County Public Schools

<sup>(2)</sup> Purchase price divided by acres

<sup>(3)</sup> Summary only includes purchases of 10 or more acres

Table B-9
Proposed Land Purchases (Orange County Public Schools)

ID Number <sup>(1)</sup>	Location <sup>(1)</sup>	Purchase Price Appraisal <sup>(1)</sup>	Acreage <sup>(1)</sup>	Price per Acre <sup>(1)</sup>
52-M-SE-2	Lake Nona Area	\$8,700,000	25.0	\$348,000
44-E-SE-2	Lake Nona Area	\$2,400,000	15.0	\$160,000
20-E-SE-5	Tangelo Park/Waterbridge Area	\$5,900,000	15.0	\$393,333
26-E-N-7	Arden Park Area	\$5,550,000	15.0	\$370,000
90-E-N-7	Wolf Lake Area	\$5,550,000	15.0	\$370,000
80-H-SW-4	Dr. Phillips Area	\$25,000,000	50.0	\$500,000
43-E-SE-2	Lake Nona Area	\$3,265,000	15.0	\$217,667
56-M-SE-2	Lake Nona Area	\$9,250,000	25.0	\$370,000
102-E-W-4	Johns Lake Area	\$5,550,000	15.0	\$370,000
Site #85-E-W-4	Summerlake	\$355,770	15.8	\$22,500
Totals/ Weighte	ed Average	\$71,520,770	205.8	\$347,505

<sup>(1)</sup> Source: Orange County Public Schools

Appendix C
Orange County School Impact Fee
Glossary of Acronyms and Terms

# Orange County School Impact Fee Glossary of Terms

The following list of acronyms and/or terms frequently used during the discussion of the school impact fee is provided for reference.

**Adjusted FISH Capacity** - the number of students who can be served in a permanent public school facility as provided in the Florida Inventory of School Houses adjusted to account for the design capacity of Modular or In-Slot Classrooms on the campuses designed as Modular or In-Slot schools, but not to exceed Core Capacity.

Advisory Group - Orange County School Impact Fee Advisory Group.

**Capacity Adjustment** — Adjustment made to the cost per permanent student station to account for the percentage of students anticipated to receive a permanent student station, based on the ratio of enrollment to available permanent capacity.

Capital Improvement "Cash" Credit – Capital expansion expenditures included in the credit calculation that are paid for out of cash accounts in the capital budget (as opposed to being paid for through a debt service issue). Types of expenditures include district-wide capital purchases for new school, land acquisition for future school sites, security systems upgrades or for new buildings, and network technology for new buildings.

Capital Outlay Tax — Ad valorem revenue collected under the 1.5 mills levied by Orange County to be used by OCPS for school capital outlay expenditures.

**Certificate of Participation (COPs)** – A form of lease purchase financing. COPs are the primary form of debt service incurred by OCPS.

Class Size Requirements — By the 2010 school year, school districts are mandated under the Florida Constitution to ensure that the maximum number of students per teacher does not exceed the numbers set forth below:

- Prekindergarten thru Grade 3 maximum of 18 students per classroom
- Grade 4 thru Grade 8 maximum of 22 students per classroom
- Grade 9 thru Grade 12 maximum of 25 students per classroom

**Exceptional Student Education program (ESE)** – Program to provide students with disabilities and gifted students the opportunities to receive a free appropriate public education in the least restrictive environment.<sup>1</sup>

**Facility Service Delivery** – Gross square feet per permanent student station for each type of school, based on OCPS's prototype design standards.

Five-Year Work Program — Five-year planning document required by the State of Florida to be developed annually by each School Board; includes a schedule of major repair and renovation projects necessary to maintain the educational facilities and ancillary facilities of the district, and a schedule of capital outlay projects necessary to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs. The Work Program is developed based on data included in the approved OCPS five-year capital improvement plan.

# Florida Department of Education (FDOE)

Florida Inventory of School Houses (FISH) – An inventory of OCPS's school, administrative, and ancillary facilities that is maintained for FDOE.

**Florida Inventory of School Houses (FISH) Capacity** – Includes the following utilization rate percentages by school type: 100% for elementary schools; 90% for middle schools; 90% for ninth-grade centers; 95% for high schools.

**Furniture, Fixtures, and Equipment (FF&E)** – Includes all furniture, fixtures, and equipment provided at a school, administrative, or ancillary facility.

**Geographic Information Systems (GIS)** – Geo-spatial analysis used to link a student address to its respective parcel in the parcel database maintained by the Orange County Property Appraiser.

Level of Service Standards – Standards included in the Interlocal Agreement (ILA) between the School Board, Orange County, and the Municipalities. Section 15.1 of the ILA states "To ensure that the capacity of schools is sufficient to support student growth and prevent the overcrowding of schools, the School Board, the County, and the Municipalities have

<sup>&</sup>lt;sup>1</sup> Florida Legislature Office of Program Policy Analysis and Government Accountability

established the following uniform Level of Service standards for elementary, middle and high schools within each School Concurrency Service Area.

- (a) Elementary Schools: 110% of Adjusted FISH Capacity for each Elementary School Concurrency Service Area. The Elementary school LOS shall also include Arbor Ridge K-8, Windy Ridge K-8 and grades Kindergarten through 5 of Blankner K-8.
- (b) Middle schools: 100% of Adjusted FISH Capacity for each Middle School Concurrency Service Area. The Middle school LOS shall also include grades 6-8 of Blankner K-8.
- (c) High schools, including ninth grade centers: 100% of Adjusted FISH Capacity for each High School Concurrency Service Area."

# **Orange County Public Schools (OCPS)**

**Permanent Gross Square Feet (GSF)** – Total square footage of the building within all exterior walls.

**Permanent Program Capacity** – Formula developed by OCPS for calculating permanent capacity for each school. As shown in the formula below, the Permanent Program Capacity considers FISH capacity, in-slot capacity, utilization factor, and ESE adjustment for each school.

# **Permanent Program Capacity Formula:**

[(Permanent FISH Capacity + In-Slot Capacity) \* (School Utilization Factor) – ESE Capacity Loss]

**Permanent Student Station** – Permanent square footage required per student (as defined in Section 6.1 of the State Requirements for Educational Facilities) for instructional program based on the particular course content to be offered.

**Student Generation Rate (SGR)** – Average number of public school students per dwelling unit over the life of a home.

Tindale Oliver (TO)

**Voluntary Pre-Kindergarten (VPK)** 

# Interoffice Memorandum



April 8, 2016

TO:

Mayor Teresa Jacobs

-AND-

Board of County Commissioners

Chairperson, Bill Sublette

-AND-

Orange County School Board

Superintendent Barbara M. Jenkins

FROM:

Chairperson, Miranda Fitzgerald
-ANDOrange County School Impact Fee Advisory Group

CONTACT PERSON: Christopher R. Testerman, AICP

Assistant County Administrator, Infrastructure Services and

Government Relations

SUBJECT: Recommendations Report on the 2016 Orange

County Public Schools School Impact Fee Study Update

The School Impact Fee Advisory Group ("Advisory Group") officially reconvened on August 28, 2015, to review the 2016 Orange County Public Schools School Impact Fee Study Update ("Impact Fee Study") prepared by Tindale-Oliver. Pursuant to the School Impact Fee Ordinance, codified at Article V. Chapter 23, Orange County Code (the "Ordinance") the group consisted of seven appointed members: Miranda Fitzgerald, Chairperson, Sean Murphy, Vice Chairperson, Derrick Cox, Christine Bramuchi, Eric Marks, Randy June, and Dotti Wynn. The members met six (6) times between August and April to review the methodology and components of the Impact Fee Study. The Advisory Group's recommendations have been incorporated in the Orange County Public Schools School Impact Fee Study Update Final Report dated February 5, 2016, and the accompanying draft Ordinance.

The methodology reviewed by the Advisory Group included the following components:

- Inventory
- Facility Service Delivery
- Cost Component
- Credit Component
- Net Cost per Student
- Student Generation Rate
- Calculated Impact Fee Schedule

Once the Advisory Group agreed on the methodology, Tindale-Oliver provided an impact fee comparison of the existing fee, the fee calculated using the 2007 and 2011 methodologies, and the fee calculated with the Advisory Group's recommended changes to the 2016 methodology. The most significant change was to create a separate category for townhouses with its own fee and student generation rate to more equitably reflect the impacts of that land use type.

In addition to the methodology review, the Advisory Group considered other issues related to the School Impact Fee. One of which was whether downtown high rises should have a lower impact fee rate since certain historical data suggests that these high rises have generated fewer students than other multi-family developments. To address this concern, the Advisory Group recommended revisions to the alternative impact fee language in the Ordinance. The recommended language is intended to provide more flexibility to residential projects that can prove such projects generate less of an impact on schools than calculated based on the student generation rate and allow the governing jurisdiction to review the calculations together with the County and OCPS.

The Advisory Group also suggested that the entire impact fee increase be deferred until January 1, 2017, in order to allow the development community time to budget for the increase. They also suggested that townhomes should be allowed to defer payment of the school impact fees to the certificate of occupancy, upon request, rather than requiring payment at building permit issuance.

Attachments: Orange County Public Schools School Impact Fee Study Update Final Report dated February 5, 2016 and Draft Ordinance

c:

Ajit Lalchandani, County Administrator
Christopher R. Testerman, AICP, Assistant County Administrator
Jon V. Weiss, P.E., Director, Community Environmental, and Development
Services Department
Joel Prinsell, Deputy County Attorney
Whitney Evers, Assistant County Attorney
Scott Howat, Senior Executive Director, OCPS
Rick Collins, Chief Financial Officer, OCPS
Dale Kelly, Senior Director, OCPS
Woody Rodriguez, Office of the General Counsel, OCPS
Eileen Fernandez, Office of the General Counsel, OCPS
Julie Salvo, AICP Senior Administrator, OCPS

Steve Tindale, P.E., AICP, Chief Executive Officer, Tindale-Oliver & Associates Nilgun Kamp, AICP, Principal, Tindale-Oliver & Associates

# Interoffice Memorandum



March 29, 2016

TO:

Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM:

Jose Cantero, Chairman

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

SUBJECT: Orange County Public Schools School Impact Fee Update

On February 18, 2016 and March 17, 2016 the Planning and Zoning Commission / Local Planning Agency held a work session and public hearing, respectively, for the Orange County School Impact Fee update.

The Planning and Zoning Commission / Local Planning Agency reviewed the Orange County Public Schools School Impact Fee Update Study dated February 5, 2016 and the 2016 School Impact Fee Ordinance presented by the Fiscal and Operational Support Division. After the Fiscal and Operational Support Division staff's presentation, citizen participation and Commission discussion, a motion was made by Tina Demostene and seconded by Jimmy Dunn to find the ordinance consistent with the Comprehensive Plan. As part of the motion the Planning and Zoning Commission/Local Planning Agency requested that staff and the School Impact Fee Advisory Group work on a plan to incrementally implement the fee increase. The Planning and Zoning Commission/Local Planning Agency unanimously approved (7-0) the motion with Commissioner Ja Ja Wade and Commissioner Pat DiVecchio being absent from the proceedings.

JC/bdd

c: Planning and Zoning Commission/Local Planning Agency

Christopher R. Testerman, AICP, Assistant County Administrator, Infrastructure Services and Government Relations

Jon Weiss, P.E., Director, Community, Environmental, and Development Services Department

Dean Stites, Manager, Fiscal and Operational Support Division

Alberto A. Vargas, MArch, Manager, Planning Division

Whitney Evers, Assistant County Attorney, County Attorney's Office

Brandy Driggers, Development Services Supervisor, Fiscal and Operational Support

Division

Read File

# Interoffice Memorandum



April 18, 2016

TO: Mayor Teresa Jacobs

-AND-

**Board of County Commissioners** 

FROM: Jon V. Weiss, P.E., Director

Community, Environmental and Development

Services Department

CONTACT PERSON: Carol Hossfield, Manager, Zoning Division

407-836-5585

SUBJECT: May 10, 2016 – BCC Called Public Hearing

Applicant: Save a Life Pet Rescue, Inc.

BZA Case #SE-16-01-143, March 3, 2016; District #5

Case #SE-16-01-143, located in District 5 is a Board of County Commissioners (BCC) called public hearing to be heard on May 10, 2016. Save a Life Pet Rescue, Inc. (Applicant) is requesting a Special Exception and Variances to construct a 3,600 sq. ft. pet rescue shelter with unpaved parking facilities and four parking spaces in lieu of 12 spaces.

The subject property is located on the northeast corner of S. West Christmas Road and East Colonial Drive in the Town of Christmas. The pet rescue shelter will not have any outdoor runs and will be accessible only to staff and volunteers. It will not be open to the general public.

There were 2 community meetings held for this request. The majority of the attendees were opposed to this request. At the Board of Zoning Adjustment (BZA) hearing on March 3, 2016, residents of the Town of Christmas appeared in opposition to the request. The residents had concerns about excessive noise, a lack of land use compatibility with existing uses, and the difficulty in enforcing the conditions of approval. The BZA concluded the conditions of approval mitigated the residents' concerns and approved the requests subject to 24 conditions of approval.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy will be available upon request in the Zoning Division.

Page Two
May 10, 2016 – BCC Called Public Hearing
Applicant: Save a Life Pet Rescue, Inc.
BZA Case #SE-16-01-143, March 3, 2016; District #5

If you have any questions regarding this matter, please contact Carol Hossfield at 6-5585 or Rocco Relvini at 6-5386.

ACTION REQUESTED: Uphold the BZA's recommendation of approval of March 3, 2016. District 5

JVW/CH:dcn

# COMMUNITY ENVIRONMENTAL DEVELOPMENT SERVICES DEPARTMENT ZONING DIVISION PUBLIC HEARING REPORT May 10, 2016

The following is a public hearing on an appeal before the Board of County Commissioners on May 10, 2016 at 2:00 p.m.

APPELLANT/APPLICANT:

SAVE A LIFE PET RESCUE INC

**REQUEST:** 

Special Exception and Variances in the A-2 zoning

district as follows:

1) Special Exception to construct a 3,600 sq. ft. pet

rescue shelter;

2) Variance: To allow unpaved parking in lieu of

paved; and

3) Variance: To allow 4 parking spaces in lieu of 12. (Note: The pet shelter will not have any outdoor runs or outdoor compounds and will be accessible only to staff and volunteers. It will not be opened to the

general public).

LOCATION:

East side of S. West Christmas Rd., 200 ft. north of E.

Colonial Dr., 1/4 mile west of S. Fort Christmas Rd.

TRACT SIZE:

6.9 acres

**ZONING:** 

A-2

DISTRICT:

#5

PROPERTIES NOTIFIED:

57

# **BOARD OF ZONING ADJUSTMENT (BZA) HEARING SYNOPSIS ON REQUEST:**

The applicant proposes a 3,600 square foot metal structure to house rescued dogs. The maximum number of adult dogs permitted is fifty (50). The maximum number of dogs under six (6) months of age is 100. No other animals are permitted.

Staff gave a detailed presentation and outlined the background, analysis, and character of the area. In summary, staff recommended approval subject to twenty-three (23) conditions.

The applicant gave a detailed presentation which included facts about the case and previous court cases that outlined the legal criteria to be used other than opinion and speculation.

The applicant's certified planner gave an analysis of the criteria to be used and demonstrated how this case met those criteria.

Four (4) persons spoke in favor.

Four (4) persons spoke in opposition. They had concerns about impacts to wetlands and the nearby creek. They wanted to retain the peace and tranquility that currently exists in the area. They had concerns about the potential noise impacts to the surrounding area.

The BZA imposed additional conditions of approval to minimize the potential impacts and approved the request.

# **BZA HEARING DECISION:**

**APPROVED** the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and, **APPROVED** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous)(6-0):

- Development in accordance with site plan dated, 'Received February 2, 2016', and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
- 2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;

- 3. The shelter shall not have any outdoor runs or outdoor compounds;
- 4. Driving aisles shall have #57 stone. Parking spaces may be grassed. However, all handicapped parking space requirements must be met;
- Prior to the issuance of any permits the applicant shall complete a Conservation Area Determination. There shall be no impacts to any Orange County jurisdictional conservation areas unless approved by Orange County;
- 6. Construction plans shall be submitted within two (2) years or this approval becomes null and void;
- 7. The animal shelter/boarding facility shall be owned, operated, and used for the exclusive purpose of a 501(c)(3) Florida not-for-profit corporation, and shall not be operated as a commercial for-profit animal kennel/boarding facility or any other commercial use;
- 8. The facility shall be fenced with a six (6) foot high wooden privacy fence with restricted, gated access as generally depicted on the Site Plan. Site access shall be subject to County Engineer review and approval. Access shall be per the County Engineer;
- 9. The facility shall be climate controlled, and the walls and roof of the building shall have rolled insulation between the steel panels and frame. Additionally, the applicant shall install acoustic sound-absorbing tiles on all sides of the building;
- 10. A fire sprinkler or suppression system shall be installed to protect the housed animals:
- 11. The wooden area as generally depicted on the Site Plan shall be left undisturbed and undeveloped so as to serve as a natural vegetative buffer from surrounding properties;
- 12. The facility shall be equipped with in-floor drains running to a septic system, subject to the Department of Health and County approval and applicable permitting requirements;

- 13. Access to the animal shelter/boarding facility shall be limited to the applicant's staff and volunteers and shall not be open and/or accessible to the general public. The facility shall, however, be subject to inspections by applicable regulatory entities per Florida law:
- 14. The facility's normal hours of operation, including times for the routine changing of bedding, feeding, and outdoor walks of dogs, shall occur between 7:00 a.m. and 9:00 p.m. Night-time checks may occur as deemed necessary;
- 15. No on-site adoptions or drop-offs of animals by the general public shall be allowed at the facility. All adoptions and in-person viewing of available animals by the general public shall occur at off-site locations;
- 16. The facility shall be equipped with a 24-hour video surveillance system monitoring the inside and outside of the facility for the safety of the housed animals, and to discourage third parties from abandoning animals at the location. The applicant shall post signage at the gated entrance advising that the property is under video surveillance;
- 17. The facility will not have any outdoor kennel runs and the housed animals will not have unsupervised access to the outdoor area on the property;
- 18. Any dumpster or garbage receptacles at the facility shall be stored and located on the south side of the building;
- 19. No expansion of the facility shall be permitted without prior Board of Zoning Adjustment approval;
- 20. Any deviation from a code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment (BZA) shall be resubmitted for the BZA's review or the plans revised to comply with the standard;
- 21. The facility shall be subject to an inspection by the Orange County Animal Services Division on an annual basis and as otherwise deemed necessary;
- 22. Any nuisance or noise complaints shall be addressed to and by the Orange County Animal Services Division;

- 23. The septic tank shall be inspected and pumped out on an annual basis. Documentation of such maintenance shall be provided to Orange County Environmental Protection Division, OrangetoGreen@ocfl.net, Attn. Environmental Permitting and Compliance, reference case SE-16-01-143; and,
- 24. There shall be a maximum of fifty (50) adult dogs and a maximum of 100 dogs under the age of six (6) months, The facility shall be for dogs only, no other animals.

# SAVE A LIFE PET RESCUE, INC. SE-16-01-143

**REQUEST:** 

Special Exception and Variances in the A-2 zoning district as follows:

1) Special Exception: To construct a 3,600 sq. ft. pet rescue shelter;

2) Variance: To allow unpaved parking in lieu of paved; and,

3) Variance: To allow 4 parking spaces in lieu of 12.

(Note: The pet shelter will not have any outdoor runs or outdoor compounds and will be accessible only to staff and volunteers. It will

not be opened to the general public).

ADDRESS:

609 S West Christmas Road, Christmas, FL 32709

LOCATION:

East side of S. West Christmas Rd., 200 ft. north of E. Colonial Dr.,

1/4 mile west of S. Fort Christmas Rd.

S-T-R:

32-22-33

TRACT SIZE:

6.9 acres

DISTRICT#:

5

LEGAL:

CHRISTMAS GARDENS NO 2 P/62 BLK 6 LOTS 4, 5 (LESS THAT

PT OF LOT 5 IN E1/2 OF NE1/4 OF NW1/4)

PARCEL ID:

32-22-33-1316-06-040

NO. OF NOTICES: 57

**DECISION:** APPROVED the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and, **APPROVED** the Variance requests in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous)(6-0):

- 1. Development in accordance with site plan dated, 'Received February 2, 2016', and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
- 2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development;
- 3. The shelter shall not have any outdoor runs or outdoor compounds;

- 4. Driving aisles shall have #57 stone. Parking spaces may be grassed. However, all handicapped parking space requirements must be met;
- 5. Prior to the issuance of any permits the applicant shall complete a Conservation Area Determination. There shall be no impacts to any Orange County jurisdictional conservation areas unless approved by Orange County;
- 6. Construction plans shall be submitted within two (2) years or this approval becomes null and void;
- 7. The animal shelter/boarding facility shall be owned, operated, and used for the exclusive purpose of a 501(c)(3) Florida not-for-profit corporation, and shall not be operated as a commercial for-profit animal kennel/boarding facility or any other commercial use;
- 8. The facility shall be fenced with a six (6) foot high wooden privacy fence with restricted, gated access as generally depicted on the Site Plan. Site access shall be subject to County Engineer review and approval. Access shall be per the County Engineer;
- 9. The facility shall be climate controlled, and the walls and roof of the building shall have rolled insulation between the steel panels and frame. Additionally, the applicant shall install acoustic sound-absorbing tiles on all sides of the building;
- 10. A fire sprinkler or suppression system shall be installed to protect the housed animals;
- 11. The wooden area as generally depicted on the Site Plan shall be left undisturbed and undeveloped so as to serve as a natural vegetative buffer from surrounding properties;
- 12. The facility shall be equipped with in-floor drains running to a septic system, subject to the Department of Health and County approval and applicable permitting requirements;
- 13. Access to the animal shelter/boarding facility shall be limited to the applicant's staff and volunteers and shall not be open and/or accessible to the general public. The facility shall, however, be subject to inspections by applicable regulatory entities per Florida law;
- 14. The facility's normal hours of operation, including times for the routine changing of bedding, feeding, and outdoor walks of dogs, shall occur between 7:00 a.m. and 9:00 p.m. Night-time checks may occur as deemed necessary;
- 15. No on-site adoptions or drop-offs of animals by the general public shall be allowed at the facility. All adoptions and in-person viewing of available animals by the general public shall occur at off-site locations;

- 16. The facility shall be equipped with a 24-hour video surveillance system monitoring the inside and outside of the facility for the safety of the housed animals, and to discourage third parties from abandoning animals at the location. The applicant shall post signage at the gated entrance advising that the property is under video surveillance;
- 17. The facility will not have any outdoor kennel runs and the housed animals will not have unsupervised access to the outdoor area on the property;
- 18. Any dumpster or garbage receptacles at the facility shall be stored and located on the south side of the building;
- 19. No expansion of the facility shall be permitted without prior Board of Zoning Adjustment approval;
- 20. Any deviation from a code standard not specifically identified and reviewed/addressed by the Board of Zoning Adjustment (BZA) shall be resubmitted for the BZA's review or the plans revised to comply with the standard;
- 21. The facility shall be subject to an inspection by the Orange County Animal Services Division on an annual basis and as otherwise deemed necessary;
- 22. Any nuisance or noise complaints shall be addressed to and by the Orange County Animal Services Division;
- 23. The septic tank shall be inspected and pumped out on an annual basis. Documentation of such maintenance shall be provided to Orange County Environmental Protection Division, OrangetoGreen@ocfl.net, Attn. Environmental Permitting and Compliance, reference case SE-16-01-143; and,
- 24. There shall be a maximum of fifty (50) adult dogs and a maximum of 100 dogs under the age of six (6) months, The facility shall be for dogs only, no other animals.

**SYNOPSIS:** The applicant proposes a 3,600 square foot metal structure to house rescued dogs. The maximum number of adult dogs permitted is fifty (50). The maximum number of dogs under six (6) months of age is 100. No other animals are permitted.

Staff gave a detailed presentation and outlined the background, analysis, and character of the area. In summary, staff recommended approval subject to twenty-three (23) conditions.

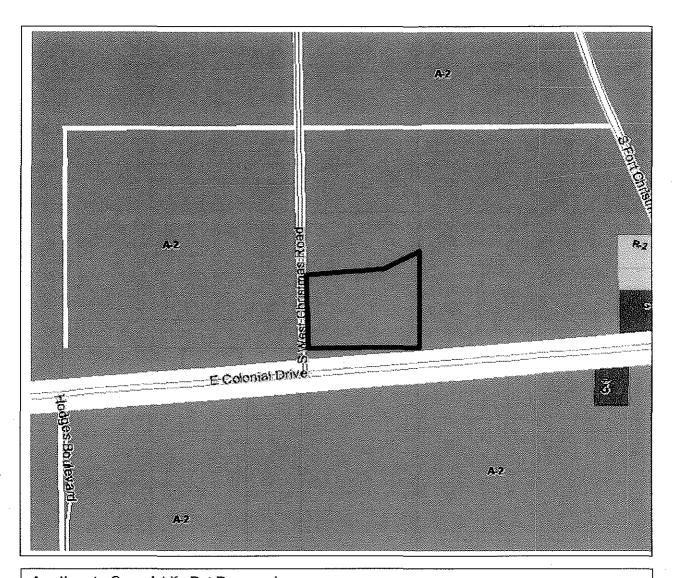
The applicant gave a detailed presentation which included facts about the case and previous court cases that outlined the legal criteria to be used other than opinion and speculation.

The applicant's certified planner gave an analysis of the criteria to be used and demonstrated how this case met those criteria.

Four (4) persons spoke in favor.

Four (4) persons spoke in opposition. They had concerns about impacts to wetlands and the nearby creek. They wanted to retain the peace and tranquility that currently exists in the area. They had concerns about the potential noise impacts to the surrounding area.

The BZA imposed additional conditions of approval to minimize the potential impacts and approved the request.



Applicant: Save A Life Pet Rescue, Inc.

BZA Number: SE-16-01-143

**BZA Date:** 03/03/2016

District: 5

Sec/Twn/Rge: 33-22-33-NW-B

Tract Size: 6.9 acres

Address: 609 S West Christmas Road, Christmas FL 32709

Location: East side of S. West Christmas Rd., 200 ft. north of E. Colonial Dr., 1/4 mile west of

S. Fort Christmas Rd.



REPLY TO: ORLANDO

November 18, 2015

# VIA HAND DELIVERY

Rocco Relvini Orange County Zoning 201 S. Rosalind Avenue Orlando, Florida 32802

609 SW Christmas Road - Application for Special Exception

Dear Mr. Relvini:

Our firm represents Save A Life Pet Rescue, Inc., who is the owner of approximately 6.83 acres located at 609 SW Christmas Road in unincorporated Orange County (Parcel Id. No. 32-22-33-1316-06-040) ("Property"). Save A Life Pet Rescue, Inc., is a Florida not-for-profit corporation, who over the past nine (9) years has helped rescue, rehabilitate, spay/neuter, and place over 7,000 animals in new homes.

Enclosed is an Orange County Board of Zoning Adjustment Application, together with the applicable fee of \$1,355.00, requesting approval of a special exception to operate a private animal shelter/boarding facility on the Property. As reflected in the Application materials, the private animal shelter/boarding facility will not have any outdoor runs or outdoor compounds, and will be accessible only to Save A Life Pet Rescue, Inc.'s staff and volunteers, not the general public. The proposed facility will consist of a single, 3,600 square building (90' x 40'), which will provide much needed space for Save A Life Pet Rescue, Inc., to temporarily house rescued dogs prior to their offsite adoptions.

We appreciate Orange County Zoning Staff's support of the requested special exception for Save A Life Pet Rescue, Inc.'s proposed facility. As always, please do not hesitate to contact me if you have any questions or need additional information.

Sincerely.

S. Brent Spain

Enclosures

TALLAHASSEE

433 North Magnolia Drive Tallahassee, Florida 32308 (850) 224-7332 Fax: (850) 224-7662 **O**RLANDO

4767 New Broad Street Orlando, Florida 32814 (407) 514-2676 Fax: (407) 264-6132

www.therlaquelaw.com

November 10, 2015

Save A Life Pet Rescue, Inc. 29711 Wells Road Wesley Chapel, FL 33545 407-952-1858

Board of Zoning Adjustment Orange County Zoning Division 201 S. Rosalind Avenue Post Office Box 2687 Orlando, Florida 32802-2687 407-836-3111

RE: Special Exception Application

Dear Sirs;

The purpose of this letter is to provide a detailed explanation of our Special Exception request.

## Who we are

Save A Life Pet Rescue, Inc. is a 501(c)(3) Not For Profit Organization dedicated to the rescue of dogs/cats that are scheduled to be euthanized by other shelters.

Once rescued from euthanasia, the animals receive whatever veterinarian care and rehabilitation they need before being offered for adoption each Saturday and Sunday at the Pet Smart retail store located at 1115 Vidina Place, Oviedo, FL 32765.

Save A Life Pet Rescue, Inc. is a no-kill shelter that has successfully rescued, rehabilitated, spayed/neutered, and placed over 7,000 animals with warm, loving families since its formation 9 years ago.

# Purpose of the Special Exception Application

Save A Life Pet Rescue, Inc. currently depends solely on volunteers and fosters to house the animals while they wait to find their forever home. Unfortunately, fosters and volunteers can only provide a limited amount of space.

In order to increase the rescue of more dogs and cats, we are applying for a Special Exception to erect a building on an already owned 6.83 acre parcel to serve as a shelter to temporarily house rescued dogs prior to their off-site adoptions.

## Land

The land is a vacant heavily wooded 6.83 acre parcel with upland and lowland areas with A-2 zoning. The land has already had an environmental wetland survey and its upland area has been inspected and approved for building by St. Johns River Water Management District. The parcel is situated on SW Christmas Road, Christmas, FL and when combined with an adjoining owned small parcel is also bordered by Hwy 50.

It is Parcel ID #32-22-33-1316-06-040, Orange County, Florida Property Appraiser's Office.

Its neighbor to the North is a 4.91 acre parcel with a manufactured mobile home zoned A-2 owned by James Allen Mcleod, Lucretia Sue Mcleod, and Brandon M. Mcleod; Its neighbor to the East is a 19.85 acre vacant land parcel zoned A-2 owned by Cloverleaf 4-H Park of Christmas, Inc.; its neighbors to the South is a .42 acre vacant land parcel zoned A-2 owned by George Scuderi and a .20 acre vacant land parcel zoned A-2 owned by

Save A Life Pet Rescue, Inc.; and its neighbor to the West, crossing over SW Christmas Road is a 28.92 acre vacant land parcel zoned A-2 and a 4.92 acre vacant land parcel zoned A-2, both parcels of which are owned by Jessie Richardson and Leoma Richardson.

Exterior - The building will be a 3,600 square foot Orlando Steel built A-frame style steel building. Its dimensions are 40 foot wide, 90 foot long, and 16 foot in height. It will have 8' x 10' insulated roll-up doors at each end and a single 36" x 80" walk door. It will be a fully-insulated, climate controlled steel building. It's setbacks will be a minimum of 35' to the front, 50' to the rear, and 10' to the sides.

Interior - The interior will be air conditioned/heated with an open floor plan (no interior walls) with large enclosed cages (approximately 8' x 12' each) complete with off-floor bedding, water and food dishes.

Access to the building will be through a gated small dirt driveway on SW Christmas Road. Parking will be on unpaved dirt. Since the building will serve solely as a temporary housing facility, its access is limited to persons solely designated by Save A Life Pet Rescue, Inc. to provide care to the animals. The facility will not be open to or accessible by the public.

## Safety

A 6' high wooden privacy fence will be placed around the perimeter of the 6.83 acre parcel. Security cameras will also be placed inside and outside the building.

Animals

The volume of animals will fluctuate, but it is estimated to house approximately 200 animals at a time, with a mix of puppy litters, small adult dogs, and large adult dogs. Persons solely designated by Save A Life Pet Rescue, Inc. will provide for daily care of the animals, including the changing of beddings, feedings, fresh water, outdoor walks, and night checks.

# Attachments

- Application for Special Exception
- 2 copies of Site Plan
- 8.5" x 11" reduction of Site Plan
- Orange County, FL Property Appraiser map outlining the subject property
- Boundary Survey (including legal description)
- Not-For-Profit Articles of Incorporation

Respectfully submitted.

Colette Penberthy, President Save A Life Pet Rescue, Inc.



# RSTAFF REPORT CASE #SE-16-01-143

Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
March 3, 2016
Commission District: 5

# GENERAL INFORMATION:

APPLICANT:

SAVE A LIFE PET RESCUE INC

**HEARING TYPE:** 

Board of Zoning Adjustment

REQUEST:

Special Exception in the A-2 zoning district to construct a 3,600 sq. ft. pet rescue shelter and Variance to allow

unpaved parking in lieu of paved.

(Note: The pet shelter will not have any outdoor runs or outdoor compounds and will be accessible only to staff and

volunteers. It will not be opened to the general public).

LOCATION:

East side of S. West Christmas Rd., 200 ft. north of E.

Colonial Dr., 1/4 mile west of S. Fort Christmas Rd.

PROPERTY ADDRESS:

609 S West Christmas Rd.,

PARCEL ID:

32-22-33-1316-06-040

PUBLIC NOTIFICATION: 57

TRACT SIZE:

6.83 acres

DISTRICT #:

5

ZONING:

A-2

EXISTING USE(S):

Vacant

PROPOSED USE(S):

Dog and cat rescue animal shelter

SURROUNDING USES:

The site is surrounded by heavy vegetation. There is a home

to the north. The site is located in a rural remote area of

Orange County.

# **STAFF FINDINGS AND ANALYSIS:**

- 1. The applicant is proposing a private animal shelter/boarding facility on a 6.83 acre parcel. The predominant animals they rescue are dogs and cats. The facility will not have any outdoor runs or compounds. It will not be opened to the general public.
- 2. The objective of the facility is to rescue unwanted dogs and cats and dogs and cats that are scheduled to be euthanized, care for them temporarily and actively promote their adoption.
- 3. The property is heavily wooded and located on E. State Road 50. There is a residence to the north. The surrounding parcels are heavily wooded as well.
- 4. Only 1 building is proposed. It's size is 3,600 sq. ft. (90 ft. x 40 ft.). Security cameras will be placed both inside and outside the building.
- 5. The number of animals will fluctuate. It is anticipated there will be approximately 200 animals on the site at its busiest time.
- 6. Staff does not object to the proposed use for the following reasons: (A) The property is large (6.83 acres); (B) The property is heavily wooded and located on a major arterial roadway; (C) The property is in a remote area of Orange County; (D) The facility will not be opened to the general public; and (E) There won't be any outdoor runs or compounds.
- 7. The applicant held 2 community meetings. The first was on February 3, 2016 and the second one was held on February 29, 2016.

# STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

- Development in accordance with site plan dated February 2, 2016 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
- 2. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

- 3. The shelter shall not have any outdoor runs or outdoor compounds.
- 4. Driving aisles shall have #57 stone. Parking spaces may be grassed. However, all handicapped parking space requirements must be met.
- 5. Prior to the issuance of any permits the applicant shall complete a Conservation Area Determination. There shall be no impacts to any Orange County jurisdictional conservation areas unless approved by Orange County.
- Construction plans shall be submitted within 2 years or this approval becomes null and void.
- 7. The animal shelter/boarding facility shall be owned, operated, and used for the exclusive purpose of a 501(c)(3) Florida not-for-profit corporation, and shall not be operated as a commercial for-profit animal kennel/boarding facility or any other commercial use.
- 8. The facility shall be fenced with a six (6) foot high privacy fence with restricted, gated access as generally depicted on the Site Plan. Site access shall be subject to County Engineer review and approval.
- 9. The facility shall be climate controlled and the walls and roof of the building shall have rolled insulation between the steel panels and frame. Additionally, the applicant shall install acoustic sound-absorbing tiles on the interior wall of the northern side of the building.
- A fire sprinkler or suppression system shall be installed to protect the housed animals.
- 11. The wooden area as generally depicted on the Site Plan shall be left undisturbed and undeveloped so as to serve as a natural vegetative buffer from surrounding properties.
- 12. The facility shall be equipped with in-floor drains running to a septic system, subject to Department of Health and County approval and applicable permitting requirements.
- 13. Access to the animal shelter/boarding facility shall be limited to the applicant's staff and volunteers and shall not be open and accessible to the general public. The facility shall, however, be subject to inspections by applicable regulatory entities per Florida law.
- 14. The facility's normal hours of operation, including times for the routine changing of bedding, feeding, and outdoor walks of dogs, shall occur between 7:00 a.m. and 9:00 p.m. Night-time checks may occur as deemed necessary.

- 15. No on-site adoptions or drop-offs of animals by the general public shall be allowed at the facility. All adoptions and in-person viewing of available animals by the general public shall occur at off-site locations.
- 16. The facility shall be equipped with a 24-hour video surveillance system monitoring the inside and outside of the facility for the safety of the housed animals and to discourage third parties from abandoning animals at the location. The applicant shall post signage at the gated entrance advising that the property is under video surveillance.
- 17. The facility will not have any outdoor kennel runs and the housed animals will not have unsupervised access to the outdoor area on the property.
- 18. Any dumpster or garbage receptacles at the facility shall be stored and located on the south side of the building.
- No expansion of the facility shall be permitted without prior Board of Zoning Adjustment approval.
- c.c. Brent Spain, Applicant's Representative

# PRELIMINARY BUILDING PLAN AND ELEVATIONS

609 SOUTH WEST CHRISTMAS ROAD

CHRISTMAS, FLORIDA 32709 ORANGE COUNTY

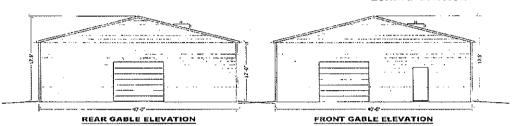
### PROPERTY IDENTIFICATION NUMBER

32-22-33-1316-06-040

RECEIVED

FEB 02 2015

ORANGE COUNTY ZONING DIVISION





SIDE COMPOSITE



