



AGENDA

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

TUESDAY, FEBRUARY 16, 2016

MEETING STARTS AT 9:00 a.m.

- Invocation – District 5
- Pledge of Allegiance
- Public Comment*

I. CONSENT AGENDA

A. COUNTY COMPTROLLER

1. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. **(Finance/Accounting) Page 17**
2. Disposition of Tangible Personal Property as follows. **(Property Accounting) Page 17-18**
 - a. Dispose of assets totaled by our Third Party Administrator for their salvage value.
 - b. Scrap assets.

B. COUNTY ADMINISTRATOR

1. 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) Page 19-20**

CONTINUED

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

TUESDAY, FEBRUARY 16, 2016

I. CONSENT AGENDA (Continued)

B. COUNTY ADMINISTRATOR (Continued)

2. Approval of the Membership and Mission Review Board's recommendations for the following advisory board appointments/reappointments: **(Agenda Development Office) Page 21**
 - A. **Citizens' Commission for Children:** Consideration of the reappointment of Demetrius V. Smith, Melvin Rogers, and Jennifer E. Felder-Smith in the at large representative category with the terms expiring December 31, 2017; the appointment of Sean Bradford to succeed Alexander C. Hernandez in the at large representative category with a term expiring December 31, 2017; and the appointment of Carmel Munroe to succeed Donna H. Parker in the at large representative category with a term expiring December 31, 2016. **Page 22-23**
 - B. **Citizens' Review Panel for Human Services:** Consideration of the reappointment of Willie J. Patterson in the senior advocate representative category with a term expiring December 31, 2018. **Page 24-26**
 - C. **Orange Blossom Trail Development Board:** Consideration of the appointment of Demetrius Summerville to succeed John J. Davis in the Orange County representative category with a term expiring January 1, 2017. **Page 27-28**
3. Approval of budget amendment #16-26. **(Office of Management and Budget) Page 29-30**
4. Approval of Ratification of payment of Intergovernmental claims of December 31, 2015 and January 14, 2016 totaling \$689,927.84 **(Risk Management Division) Page 31**

C. ADMINISTRATIVE SERVICES DEPARTMENT

1. Approval to award Invitation for Bids Y15-7014-EB, Orange County Health Services – EMS Building Renovation, to the low responsive, responsible, and MWBE compliant bidder, Marbek Construction Company. The total contract award amount is \$1,160,800. ([Administrative Services Department Capital Projects Division] **Procurement Division) Page 32-35**
2. Approval to award Invitation for Bids Y16-161-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Taft II, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC. The estimated annual contract award amount is \$226,930 for the basic year. ([Public Works Department Stormwater Management Division] **Procurement Division) Page 36-39**

CONTINUED

TUESDAY, FEBRUARY 16, 2016

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

3. Approval to award Invitation for Bids Y16-707-J2, Lake Price Drainage and Water Quality Improvements, to the low responsive and responsible bidder, Jordan Brothers Construction, LLC. The total contract award amount is \$756,019.51. ([Public Works Department Highway Construction Division] **Procurement Division**) **Page 40-43**
4. Approval to award Invitation for Bids Y16-712-MM, Orange County Convention Center West Concourse D Smoke Damper Replacement, to the low responsive and responsible bidder, Air Mechanical and Service Corporation. The total contract award amount is \$238,492. ([Convention Center] **Procurement Division**) **Page 44-46**
5. Approval to award Invitation for Bids Y16-713-CC, John Bridges Community Center Buildings D & F HVAC Replacement, to the low responsive and responsible bidder, Enthalpy ENC, LLC. The total contract award amount is \$498,934 which includes additive bid item 1. ([Administrative Services Department Capital Projects Division] **Procurement Division**) **Page 47-50**
6. Approval to award Invitation for Bids Y16-717-MM, Orange County Convention Center West Entrance Flooring and Wall Finishes Replacements, to the sole responsive and responsible bidder, Axios Construction Services, LLC. The total contract award amount is \$230,144 which includes Additive bid item No. 1. ([Convention Center] **Procurement Division**) **Page 51-54**
7. Approval to award Invitation for Bids Y16-721-MM, Orange County Convention Center Phase III Valencia Ballroom Renovation, to the low responsive and responsible bidder, J. Kokolakis Contracting, Inc. The total contract award amount is \$10,408,000. ([Convention Center] **Procurement Division**) **Page 55-58**
8. Approval to award Invitation for Bids Y16-722-MM, Orange County Convention Center North/South Building CCTV System Upgrade, to the low responsive and responsible bidder, American Systems Corporation. The total contract award amount is \$1,248,681 which includes additive bid item 1. ([Convention Center] **Procurement Division**) **Page 59-62**
9. Approval of Contract Y16-121-JS, SaniGLAZE to Cubix, Inc., in the estimated contract award amount of \$800,000 for a 1-year contract. ([Administrative Services Department Facilities Management Division] **Procurement Division**) **Page 63-64**

CONTINUED

TUESDAY, FEBRUARY 16, 2016

I. CONSENT AGENDA (Continued)

C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)

10. Approval to award contracts under Request for Proposals Y16-149-DG, Health and Support Services for Persons with HIV Spectrum Disease (Ryan White Part A) to Aspire Health Partners, Inc. for Mental Health Services in the amount of \$193,820 and Substance Abuse Treatment in the amount of \$231,000; Department of Health in Orange County for Early Intervention Services (EIS) in the amount of \$227,840 and Non-Medical Case Management Services in the amount of \$227,840; Hope and Help Center of Central Florida, Inc. for Medical Nutrition Therapy Services in the amount of \$210,000, Non-Medical Case Management Services in the amount of \$569,600 and Psychosocial Support Services in the amount of \$89,100; Miracle of Love, Inc. for Non-Medical Case Management in the amount of \$113,920; Nehemiah Educational and Economic Development, Inc. for Non-Medical Case Management in the amount of \$227,840; The Center for Multicultural Wellness and Prevention, Inc. for Non-Medical Case Management in the amount of \$113,920 and Psychosocial Support Services in the amount of \$89,100; and Turning Point of Central Florida, Inc. for Mental Health Services in the amount of \$193,820 and Substance Abuse Treatment in the amount of \$231,000 for the total overall amount of \$2,718,800. ([Health Services Department] **Procurement Division**) **Page 65-72**
11. Approval and execution of Distribution Easement between Orange County and Duke Energy Florida, LLC, d/b/a Duke Energy and authorization to record instrument for John Young Community Park. District 1. **(Real Estate Management Division) Page 73-74**
12. Approval of Conservation and Access Easement between Reams Development, LLC and Orange County and authorization to record instrument for Reams Road Commercial Project Site (CAI-15-04-012). District 1. **(Real Estate Management Division) Page 75-76**
13. Approval of Conservation and Access Easement between KB Home Orlando LLC and Orange County and authorization to record instrument for Hardman Property/Ward Road Project Site CAI-13-12-037. District 4. **(Real Estate management Division) Page 77-78**
14. Approval of Utility Easement between AG-RW Grande Pines, L.L.C. and Orange County, Subordination of Encumbrances to Property Rights to Orange County from Calmwater Capital 3, LLC and authorization to record instruments for Oasis at Grande Pines OCU Permit: B15902685 OCU File #:82086. District 1. **(Real Estate management Division) Page 79-80**

CONTINUED

TUESDAY, FEBRUARY 16, 2016

I. CONSENT AGENDA (Continued)

D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Approval and execution of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. All Districts. **(Code Enforcement Division) Page 81-83**

LC 15-1285	LC 15-1497	LC 16-0018	LC 15-1478	LC 15-1548
LC 15-1500	LC 15-1507	LC 16-0019	LC 15-1479	LC 15-1558
LC 15-1564	LC 15-1539	LC 15-1686	LC 15-1481	LC 15-1598
LC 15-1617	LC 15-1551	LC 16-0071	LC 15-1482	LC 15-1599
LC 15-1623	LC 15-1560	LC 15-1595	LC 15-1483	LC 15-1604
LC 15-1673	LC 15-1563	LC 15-1429	LC 15-1488	LC 15-1605
LC 16-0055	LC 15-1596	LC 15-1430	LC 15-1512	LC 15-1613
LC 16-0056	LC 15-1619	LC 15-1441	LC 15-1514	LC 15-1620
LC 15-1434	LC 16-0147	LC 15-1448	LC 15-1516	LC 15-1631
LC 15-1472	LC 15-1527	LC 15-1449	LC 15-1533	LC 15-1661
LC 15-1477	LC 15-1587	LC 15-1452	LC 15-1540	LC 15-1663
LC 15-1494	LC 15-1685	LC 15-1471	LC 15-1547	LC 15-1669

2. Approval and execution of Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility by and among Orange County, Florida, Royal Cypress Preserve Homeowners Association, Inc., and Toll FL Limited Partnership for Semi-Private Boat Ramp Facility Permit BR-14-08-003. District 1. **(Environmental Protection Division) Page 84-108**

3. Approval and execution of Right-of-Way Agreement LakeSide Neighborhood Reams Road by and between Sant Commercial Building, Inc. and Orange County for the conveyance of 0.43 acres of right-of-way for Reams Road for no transportation impact fee credits. District 1. **(Roadway Agreement Committee) Page 109-126**

E. FAMILY SERVICES DEPARTMENT

1. Approval of License Agreement between Orange County, Florida and YMCA Teen Achievers regarding the use of Orange County's Community Centers for the Holden Heights Community Center. **(Community Action Division) Page 127-141**

CONTINUED

TUESDAY, FEBRUARY 16, 2016

I. CONSENT AGENDA (Continued)

F. HEALTH SERVICES DEPARTMENT

1. Approval of proposed draft letter to the Orlando VA Medical Center regarding Standing Written Request for Release of Protected Health Information and authorization for the Chief Medical Examiner to sign the letter. **(Medical Examiner) Page 142-145**

G. OFFICE OF REGIONAL MOBILITY

1. Approval and execution of Resolution of the Orange County Board of County Commissioners regarding Support for Innovative Traffic Signal Technologies Pilot Project. All Districts. **Page 146-149**

H. PUBLIC WORKS DEPARTMENT

1. **Note: This item will be pulled to be heard with Public Hearing E. 7.** Authorization to record the plat of Avalon Park South Phase 1A. District 4. **(Development Engineering Division) Page 150**

I. UTILITIES DEPARTMENT

1. Approval and execution of: a) First Amendment to Winter Garden Agreement for the Delivery and Use of Reclaimed Water by and between City of Orlando, Orange County, Florida, and the City of Winter Garden; b) Sale and Purchase Agreement for Reclaimed Water Distribution System Assets and Easements by and amongst the City of Orlando, Florida, Orange County, and the City of Winter Garden, Florida; c) City of Winter Garden, City of Orlando and Orange County, Florida Temporary Utility Easement; d) Bill of Sale; and e) Assignment and Assumption of Utility Easements by and between the City of Orlando, Florida, Orange County, and the City of Winter Garden, Florida. District 1. **(Engineering Division) Page 151-206**

CONTINUED

TUESDAY, FEBRUARY 16, 2016

II. INFORMATIONAL ITEMS**

A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: **(Clerk's Office)**
Page 207-208
 - a. Florida Public Service Commission Order Approving Revisions to Tariffs. In re: Petition to approve revisions to Tariff Sheets Nos. 6.2811, 6.282, and 6.284 Rate Schedule LS-1 - Lighting Service, by Duke Energy Florida, LLC.
 - b. City of Orlando Voluntary Annexation Requests with copy of advertisement associated with the proposed annexation as follows:
 - Voluntary Annexation Request: Daubert St. and Lake Baldwin Lane (ANX2015-00012) Notice of Proposed Enactment. On February 29, 2016, the Orlando City Council will consider proposed Ordinance #2016-5, 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 Daubert St., East of Maltby Ave., south of Roush Ave., and west of Jamajo Blvd., and comprised of 1.88 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 Industrial, in part, on the City's Official Future Land Use Maps; designating the property as the R-1 one family residential district along with the aircraft noise overlay district, in part, and the Industrial-Commercial District along with the aircraft noise 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. 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.

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

CONTINUED

TUESDAY, FEBRUARY 16, 2016

II. INFORMATIONAL ITEMS (Continued)**

A. COUNTY COMPTROLLER (Continued)

1. Receipt of the following items to file for the record: (Continued) **(Clerk's Office)**
Page 207-208

b. City of Orlando Voluntary Annexation Requests with copy of advertisement associated with the proposed annexation as follows:
(Continued)

- Voluntary Annexation Request: Ewing Irrigation (447 De Leon Ave.: ANX2015-00014). Notice of Proposed Enactment. On February 29, 2016, the Orlando City Council will consider proposed ordinance #2016-8, 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 Old Winter Garden Rd., east of Ferguson Dr., south of W. Colonial Dr., and west of Haralson Ave., and comprised of 0.42 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as Industrial on the City's Official Future Land Use Maps; designating the property as Industrial-General 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. 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.

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

CONTINUED

TUESDAY, FEBRUARY 16, 2016

III. DISCUSSION AGENDA

A. OFFICE OF REGIONAL MOBILITY

1. SunRail Update. **Page 209**

B. HEALTH SERVICES DEPARTMENT

1. Mosquito Control Update. **(Mosquito Control Division) Page 210**

C. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Development Activity Report. All Districts. **Page 211**

CONTINUED

TUESDAY, FEBRUARY 16, 2016

IV. WORK SESSION AGENDA

A. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

1. Rural Residential Enclaves. (Planning Division) Page 212

RECESS

TUESDAY, FEBRUARY 16, 2016

MEETING STARTS AT 1:30 p.m.

Presentation of Employee Service Awards to:

Purita Salud Sorreda Pearce (25), Communications, County Administrator; Nancy Kay Rodlun (25), Environmental Protection, Community, Environmental and Development Services; Hung Phung Cao (25) , Facility Maintenance, Convention Center; Phyllis Jeanette Devose (25), Elizabeth Ann Weathers (25), Security Operations, Juanita Michele Beason (20), Community Corrections, Roberta A. Mack (25), Inmate Administration, Corrections; Mercedes Carmen Grullon (20), Head Start, Carla McClendon (30), Neighborhood Services, Family Services; Billy F. Richardson, Jr. (30), Scott D. Clugston (30), Randy L. Rogers (30), Fire Operations, Fire Rescue; Dil D. Luther (25), Animal Services, Health Services; Penny R. Post (20), Stormwater Management, Gary Showe (35), Fiscal & Operational Support, Public Works.

Presentation of the 2015 National Road Safety Award

V. RECOMMENDATIONS

January 21, 2016 Planning and Zoning Commission Recommendations

CONTINUED

TUESDAY, FEBRUARY 16, 2016

VI. PUBLIC HEARINGS

Public hearings scheduled for 2:00 p.m.

A. Municipal Service Benefit Unit

1. Notice of Intent Resolution to Use the Uniform Ad Valorem Method of Collection of Non-Ad Valorem Assessments; All Districts

B. Development Plan

- 2.✓ Applicant: Cas Suvongse, SK Consortium, Inc., Lake Reams Neighborhood PD/Parcel 3 – Lakeside Neighborhood Development Plan – Case # DP-15-06-148; District 1

C. Substantial Change

- 3.✓ Applicant: John Florio, Donald W. McIntosh Associates, Inc., Spring Isle Planned Development/Land Use Plan (PD/LUP), Case # CDR-15-01-028, amend plan; District 4

D. Board of Zoning Adjustment Appeal

- 4.✓ Appellant: Pedro J. Malaret
Applicant: Kung Fu-Sion, LLC, Case # VA-15-12-126, December 3, 2015; District 4 (Continued from February 9, 2016)

E. Development Review Committee Appeal

- 5.✓ Appellant: Christina Baxter, Moss Park PD/Western Portion of Parcel N PSP, Case # CDR-15-12-394; District 4
- 6.✓ Appellant: Diego "Woody" Rodriguez, Orange County Public Schools (OCPS) Avalon Park PD/Avalon Town Center PSP/Tract 2 – Pinecrest Avalon Academy DP, Case # DP-15-08-228; District 4
- 7.✓ Appellant: Diego "Woody" Rodriguez, Orange County Public Schools (OCPS), Avalon Park PD/South Villages PSP/Charter Schools USA Avalon Park DP, Case # DP-15-07-191; District 4

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

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

CONTINUED

TUESDAY, FEBRUARY 16, 2016

VI. PUBLIC HEARINGS (Continued)

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

F. COMPREHENSIVE PLAN

8. Transmittal of the 2016-1 Regular Cycle Amendments to the 2010-2030 Comprehensive Plan (CP)

**2016-1 COMPREHENSIVE PLAN TRANSMITTAL – REGULAR CYCLE
PRIVATELY-INITIATED FUTURE LAND USE MAP AMENDMENTS**

Amendment 2016-1-A-1-1

Kendell Keith, Planning Design Group, for Tony & Charleen Benedict Horizon West, Lakeside Village Specific Area Plan (SAP) - Conservation (CONS) and Greenbelt (GB) to Horizon West, Lakeside Village SAP - Estate District (ED), Conservation (CONS) and Greenbelt (GB). District 1

Amendment 2016-1-A-1-4

James G. Willard, Esq., Shutts & Bowen, LLP, for Beth A. Wincey Horizon West, TownCenter Specific Area Plan (SAP) - Urban Residential (UR-4) and Open Space (OS) to Horizon West, Town Center Specific Area Plan (SAP) - Retail/Wholesale (RW-4b). District 1

Amendment 2016-1-A-1-5

Jim Hall, VHB, Inc., for DFD One, LLC Activity Center Mixed Use (ACMU) and Activity Center Residential (ACR) to Planned Development-Low-Medium Density Residential (PD-LMDR). District 1

CONTINUED

TUESDAY, FEBRUARY 16, 2016

VI. PUBLIC HEARINGS (Continued)

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

F. COMPREHENSIVE PLAN (Continued)

8. Transmittal of the 2016-1 Regular Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

2016-1 COMPREHENSIVE PLAN TRANSMITTAL – REGULAR CYCLE PRIVATELY-INITIATED FUTURE LAND USE MAP AMENDMENTS (Continued)

Amendment 2016-1-A-1-6

Kathryn Hattaway, HCI Planning & Development, for Flamingo Crossings, LLC and Reedy Creek Improvement District East Portion: Reedy Creek Improvement District (RCID)-Mixed Use; West Portion: Reedy Creek Improvement District (RCID)-Mixed Use/Conservation to East Portion: Growth Center-Commercial/Medium Density Residential (GC-C/MDR); West Portion: Growth Center-Commercial/Medium Density Residential/Conservation (GC-C/MDR/CONS). District 1

Amendment 2016-1-A-1-7

Dennis Abbate and Angi Perretti, PerriHouse, LLC, for PerriHouse, LLC; 10336 Vista Oaks Court, LLC; Patrick Pelletier; Maria D. Grabinski; Vista Oaks Court, LLC; La Tanya M. and Robert A. Wilson; Connemara Court, LLC; and Orange County BCC Commercial (C), Medium Density Residential (MDR), and Low Density Residential (LDR) to Planned Development-Commercial/High Density Residential (PD-C/HDR). District 1

Amendment 2016-1-A-1-8

David Evans, Evans Engineering, Inc., for Casher Family Dynasty Trust Growth Center-Commercial (GC-C) to Growth Center-Planned Development-Commercial/Low-Medium Density Residential (GC-PD-C/LMDR). District 1

CONTINUED

TUESDAY, FEBRUARY 16, 2016

VI. PUBLIC HEARINGS (Continued)

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

F. COMPREHENSIVE PLAN (Continued)

8. Transmittal of the 2016-1 Regular Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

2016-1 COMPREHENSIVE PLAN TRANSMITTAL – REGULAR CYCLE
STAFF-INITIATED TEXT AND FUTURE LAND USE MAP
AMENDMENTS

Amendment 2016-1-B-FLUE-3

Text amendments to Future Land Use Element Policy FLU4.7.9 related to the Horizon West Center, Neighborhood development programs. District 1

Amendment 2016-1-B-FLUE-4

Text amendments to Future Land Use Element Policy FLU8.1.4 establishing the maximum densities and intensities for proposed Planned Developments within Orange County. Countywide

Amendment 2016-1-B-CP-1

Text and map amendments to the International Drive Activity Center Element and Future Land Use Element, amending the Goals, Objectives, and Policies to incorporate the area identified by the I-Drive 2040 Strategic Vision and create appropriate policies to facilitate the implementation of the vision plan. District 1

CONTINUED

TUESDAY, FEBRUARY 16, 2016

VI. PUBLIC HEARINGS (Continued)

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

F. COMPREHENSIVE PLAN (Continued)

8. Transmittal of the 2016-1 Regular Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**2016-1 COMPREHENSIVE PLAN TRANSMITTAL – REGULAR CYCLE
STAFF-INITIATED TEXT AND FUTURE LAND USE MAP
AMENDMENTS (Continued)**

Amendment 2016-1-B-CIE-1

Text amendments to incorporate the most recently adopted CIP and clarify the relationship between the OCPS 10 Year Capital Outlay Plan and Orange County land approval process. Countywide

Amendment 2016-1-B-CP-2

Amendments to Map 1: Long Range Transportation Plan (LRTP) and to the list of constrained/backlogged facilities in Policies T2.2.3.1 and CIE1.8.4

√ 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.



OFFICE OF THE COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

MARTHA O. HAYNIE, CPA
County Comptroller
Department of Finance and Accounting
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802-0038
Telephone: 407-836-5715
Fax: 407-836-5753

COUNTY COMMISSION AGENDA

Tuesday, February 16, 2016

COUNTY COMPTROLLER

Items Requiring Consent Approval

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

2. Disposition of Tangible Personal Property

Approval is requested of the following:

- a. Dispose of assets totaled by our Third Party Administrator for their salvage value.
- b. Scrap assets.

Asset Number	Asset Description	Purchase Date	Original Cost	Depreciated Value	Department/Office last using equipment	Disposition Requested	Justification
014529	CAR, TOYOTA	9/11/2008	27,203.00	0.00	CEDS, Environmental Protection ↓	Asset was totaled by a Third Party Administrator for its \$7,064.00 salvage value	Asset received significant damage and was deemed a total loss
014773	PICKUP TRUCK, GMC	4/17/2013	24,417.70	10,569.85	Roads & Drainage ↓	Asset was totaled by a Third Party Administrator for its \$19,936.00 salvage value	Asset received significant damage and was deemed a total loss
941026 941027	FLAT-MAP FILE CABINET FLAT-MAP FILE CABINET	10/31/1995 10/31/1995	1,030.00 1,030.00	0.00 0.00	Public Works Administration ↓	Scrap Assets	The bottom of the file cabinets collapsed during transport. The file cabinets were recycled prior to obtaining Board approval.
971355	ROUND TABLE	9/5/2001	1,902.93	0.00	Stormwater Management	Scrap Asset	Division representative was not aware that the table had been assigned an asset number. The table could not be used in operations and was disposed prior to obtaining Board approval.



AGENDA DEVELOPMENT
201 South Rosalind Avenue • R
407-836-5426 • Fax: 407-836-28

32802-1393

February 1, 2016

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

FROM: Cheryl J. Gillespie, Supervisor *CG*
Agenda Development Office

SUBJECT: Filing of Minutes for the Official County Record
CONSENT AGENDA ITEM FEBRUARY 16, 2016

The Agenda Development Office has received minutes of the following meetings and requests receipt and filing of the minutes for the official county record:

- Agricultural Advisory Board on October 7, 2015
- Big Sand Lake Advisory Board on October 13, 2015
- Citizens' Commission for Children on March 6, 2015, August 12, 2015, and September 25, 2015
- Code Enforcement Board on December 16, 2015
- Commission on Aging on November 9, 2015
- Commission on Aging Aging Matters Committee on December 10, 2015
- Commission on Aging Community Partnerships Committee on November 3, 2015
- Emergency Medical Services AED Committee on May 18, 2015
- Emergency Medical Services CRP AED Committee on November 16, 2015
- Emergency Medical Services Council Board on October 28, 2015
- Environmental Protection Commission on September 30, 2015
- Health Council of East Central Florida on September 23, 2015 and December 2, 2015
- Intergovernmental Risk Management Committee on December 31, 2015 and January 14, 2016
- Lake Jessamine Water Advisory Board on November 5, 2015
- Lake Picket Advisory Board on July 14, 2015
- Lake Ola Advisory Board on August 11, 2015
- Membership and Mission Review Board on November 20, 2015
- Neighborhood Grants Advisory Board on December 3, 2015
- Nuisance Abatement Board on October 22, 2015
- Orange County Library Board of Trustees on December 9, 2015
- Orange County Research and Development Authority on November 19, 2015
- Pine Hills Neighborhood Improvement District Advisory Council on November 3, 2015 and December 1, 2015
- Roadway Agreement Committee on November 11, 2015 and December 9, 2015
- Student/Pedestrian Safety Committee on December 17, 2015

Subject: Filing of Minutes for the Official County Record
February 1, 2016
Page 2

Copies of the minutes are available in the Agenda Development Office and the Clerk's Office.

ACTION REQUESTED: **Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings for the official county record.**



AGENDA DEVELOPMENT
201 South Rosalind Avenue
407-836-5426 • Fax: 407-836-5427

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
2

Phone: 407-836-1893

February 1, 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 FEBRUARY 16, 2016.

1. At its January 29, 2016 meeting, the Membership and Mission Review Board approved recommending the following advisory board appointments/reappointments:
 - A. **Citizens' Commission for Children:** Consideration of the reappointment of Demetrius V. Smith, Melvin Rogers, and Jennifer E. Felder-Smith in the at large representative category with the terms expiring December 31, 2017; the appointment of Sean Bradford to succeed Alexander C. Hernandez in the at large representative category with a term expiring December 31, 2017; and the appointment of Carmel Munroe to succeed Donna H. Parker in the at large representative category with a term expiring December 31, 2016.
 - B. **Citizens' Review Panel for Human Services:** Consideration of the reappointment of Willie J. Patterson in the senior advocate representative category with a term expiring December 31, 2018.
 - C. **Orange Blossom Trail Development Board:** Consideration of the appointment of Demetrius Summerville to succeed John J. Davis in the Orange County representative category with a term expiring January 1, 2017.

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

Attachments

CITIZENS' COMMISSION FOR CHILDREN

MMRB Liaison: Dr. Lavon Bracy, (407) 399-9587

MISSION

Collects information and data on the needs of children and families in Orange County and advises the Citizens' Commission for Children Division on resources for children, youth, and families.

STATUS OF VACANCIES

There are two vacancies on this 10-member board in the at large representative category due to resignation of Donna H. Parker and Alexander C. Hernandez. The terms of Ronita Sanders, Melvin Rogers, Jennifer E. Felder-Smith, Alger M. Studstill, Jr., and Demetrius V. Smith have expired.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Demetrius V. Smith, Melvin Rogers, and Jennifer E. Felder-Smith in the at large representative category with terms expiring December 31, 2017; the appointment of Sean Bradford to succeed Alexander C. Hernandez in the at large representative category with a term expiring December 31, 2017; and the appointment of Carmel Munroe to succeed Donna H. Parker in the large representative category with a term expiring December 31, 2016.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
Sean Bradford	Unknown	B	NH	M	6
Carmel Munroe	Professor/Consultant	O	NH	F	2

SUMMARY OF QUALIFICATIONS:

Sean Bradford: Mr. Bradford graduated from South Carolina State University with a bachelor of science degree. He is member of the Central Florida Alumni Chapter of South Carolina State University and the National Society of Black Engineers. Mr. Bradford previously served on the Board of Zoning Adjustment.

Carmel Munroe: Ms. Munroe received her doctorate degree from North Central University and her master's degree from Webster University. She has over 10 years of experience in the educational system and over 20 years of experience as a leader in social services and healthcare. She is a family mediator, certified by the Supreme Court of Florida. Ms. Munroe is a member of the Healthy Start Coalition. She currently serves on the Commission on Aging.

CURRENT BOARD

	<u>ORIGINAL</u> <u>APPOINTMENT</u>	<u>TERM</u> <u>EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
<u>At Large</u>						
Katherine C. Clark, Ph.D.	7/26/11	12/31/16	W	*	F	5
Ronita Sanders	7/26/11	12/31/14	B	*	F	6
Sylvia T. Caceres, Ph.D.	8/5/14	12/31/16	*	H	F	4
Alexander C. Hernandez [Resigned]	8/5/08	12/31/15	*	H	M	1
Melvin Rogers	12/3/13	12/31/15	B	NH	M	4
Jennifer E. Felder-Smith	10/14/14	12/31/15	B	NH	F	5
Donna H. Parker [Resigned]	10/13/09	12/31/14	W	*	F	5
Alger M. Studstill, Jr.	4/10/12	12/31/14	B	*	M	6
Demetrius V. Smith	4/10/12	12/31/15	B	*	M	3
<u>Mayor or County Commissioner (non) Voting</u>						
Commissioner Pete Clarke	1/29/13	12/31/16	*	*	*	*

*Unknown

Citizens' Review Panel for Human Services

MMRB Liaison: Dr. Lavon Bracy, (407) 399-9587

MISSION

Evaluates, recommends, and monitors Orange County's allocation of funding to non-profit human service agencies and reviews needs assessment/targeted community studies and United Way panel recommendations in order to make funding recommendations to the Community Funding Forum.

STATUS OF VACANCIES

There are two vacancies on this 24-member board due to the resignations of Maribel Gomez-Cordero and Adriana Comellas-Macretti. There is also one vacancy in the "member in training" representative category. The terms of Bobby L. Watson, Rev. Evers Robinson, Elizabeth Nelson, Frank E. Blanco, and Laurie Stern have expired.

THE MMRB RECOMMENDS:

Consideration of the reappointment of Willie J. Patterson in the senior advocate representative category with a term expiring December 31, 2018.

CURRENT BOARD

	<u>ORIGINAL</u>	<u>TERM</u>	<u>RACE</u>	<u>ETHN</u>	<u>GEN</u>	<u>DIST</u>
	<u>APPOINTMENT</u>	<u>EXPIRES</u>				
<u>At Large</u>						
Ryan A. Myers	1/10/12	12/31/17	W	*	M	3
Mark A. Arias	8/7/12	12/31/17	*	H	M	3
Isa Dora Dean	10/14/14	12/31/17	B	NH	F	2
Michael T. Daniels	10/13/09	12/31/16	B	*	M	4
Corey L. Douglas	10/14/14	12/31/17	B	NH	M	6
Lonnie A. Thompson	10/08/03	12/31/16	B	*	M	5
Courtney E. Karem	9/15/15	12/31/17	W	NH	F	5
Bobby L. Watson	10/5/10	12/31/15	B	*	M	6
G. Sean Sandiford	7/15/14	12/31/17	B	*	M	3
Aquasia U. Johnson McDowell	7/15/14	12/31/16	B	*	F	6
Shirley Walker-Hightower	9/10/13	12/31/17	B	*	F	6
Tiffany S. Dziekan	9/11/12	12/31/17	B	*	F	4
Rev. Evers Robinson	8/7/10	12/31/15	B	*	M	6
Elizabeth Nelson	9/15/15	12/31/15	W	NH	F	2
Maribel Gomez Cordero [RESIGNED]	9/15/15	12/31/15	O	H	F	4
<u>Economically Distressed</u>						
Frank E. Blanco	9/15/15	12/31/15	W	H	M	1
<u>Physically Challenged</u>						
Beverly J. Jackson	7/16/12	12/31/16	B	*	F	2
<u>Senior Advocate</u>						
Willie J. Patterson	7/15/14	12/31/15	B	*	M	6

M/WBE Spokesperson

Adriana Comellaas Macretti [RESIGNED]	4/19/13	12/31/14	*	H	F	1
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Youth Advocate

Laurie Stern	1/10/12	12/31/14	*	*	F	2
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At large "Members in Training"

Shannon K. Brown	9/15/15	12/31/17	B	NH	F	2
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Cindy Underwood	9/15/15	12/31/17	W	NH	F	1
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Samia Solh	9/15/15	12/31/17	O	NH	F	4
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Vacant

*Unknown

ORANGE BLOSSOM TRAIL DEVELOPMENT BOARD

MMRB Liaison: Tara Barrett, (407) 256-5815

MISSION

Promotes the revitalization of the Orange Blossom Trail area.

STATUS OF VACANCIES

There are two vacancies on this nine-member board in the Orange County representative category due to the resignation of John J. Davis.

THE MMRB RECOMMENDS:

Consideration of the appointment of Demetrius Summerville to succeed John J. Davis in the Orange County representative category with a term expiring January 1, 2017.

<u>APPLICANT</u>	<u>OCCUPATION</u>	<u>RACE</u>	<u>ETHN</u>	<u>SEX</u>	<u>DISTRICT</u>
Demetrius Summerville	Kaley Square Community Center/Director of Community Relationships/Building Manager	B	NH	M	6

SUMMARY OF QUALIFICATIONS:

Demetrius Summerville: Mr. Summerville graduated from the Reformed Theological Seminary with a master's degree in Counseling and Troy University with a bachelor's degree in Broadcast Journalism. He is a licensed mental health counselor by the Department of Health. Mr. Summerville wants to work towards creatively collaborating with the residents, the churches, the schools, the businesses, and the government entities for the purpose of cultivating a community where people can thrive.

CURRENT BOARD

	<u>ORIGINAL</u> <u>APPOINTMENT</u>	<u>TERM</u> <u>EXPIRES</u>	<u>RACE</u>	<u>ETHN</u>	<u>SEX</u>	<u>DIST</u>
<u>Orange County</u>						
Tasha M. Golis	9/15/15	1/14/17	W	NH	F	3
Meredith L. Sasso	4/8/14	1/14/18	*	H	F	5
John J. Davis [RESIGNED]	9/9/08	1/14/17	W	NH	M	4
Commissioner Victoria P. Siplin	9/15/15	1/14/19	B	*	F	6
Richard A. Fender	9/15/15	1/14/17	W	NH	M	3
Emmett O'Dell	9/9/14	1/14/17	W	*	M	3
<u>City of Orlando</u>						
Maxwell Spann	4/22/13	1/14/17	B	NH	M	2
Tanagia Hill Smikle	11/16/15	1/31/17	B	NH	F	5
Christine L. Hill	1/30/06	1/14/17	W	*	F	5

*Unknown



Interoffice Memorandum

I. CONSENT AGENDA
COUNTY ADMINISTRATOR
3

February 3, 2016

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

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

SUBJECT: Consent Agenda Item for February 16, 2016
Budget Amendment #16-26

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

ACTION REQUESTED: Approval of budget amendment #16-26.

KP/vh

Attachment



Interoffice Memorandum

February 3, 2016

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

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

SUBJECT: Consent Agenda Item for February 16, 2016
Budget Amendment #16-26, Fund #7015
HIV Emergency Relief Project Grants FY 2016
Agreement #6 H89HA00030-22-01
Ryan White Office/Health Services Department

On November 3, 2015, the Board of County Commissioners approved a budget for the HIV Emergency Relief Grant in the amount of \$10,156,965. The U.S. Department of Health and Human Services approved additional program income in the amount of \$300,000 for a total grant budget of \$10,456,965. The additional funding will be utilized for the pharmacy component of the program.

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

Revenues:

Account Number	Classification	Amount
7015-060-7310-6870	Health and Human Services	\$ 300,000
	TOTAL REVENUES	<u>\$ 300,000</u>

Expenditures:


Account Number	Classification	Amount
7CH-7015-060-7310-4139	Medicines and Drugs	\$ 300,000
	TOTAL EXPENDITURES	<u>\$ 300,000</u> <i>pm</i>

KP/PM/vh

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

MEMORANDUM

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

FROM: John Petrelli, CPCU, AIC, ARM 

DATE: February 4, 2016

SUBJECT: Ratification of Intergovernmental Claims

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

WORKERS' COMPENSATION	\$ 194,398.41
PROPERTY DAMAGE/LOSS	
GENERAL, & AUTO LIABILITY	<u>\$ 72,725.42</u>
TOTAL	\$ 267,123.83

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

WORKERS' COMPENSATION	\$ 276,306.46
PROPERTY DAMAGE/LOSS	
GENERAL, & AUTO LIABILITY	<u>\$ 146,497.55</u>
TOTAL	\$ 422,804.01

Action Requested:

Approval of Ratification of payment of Intergovernmental claims of December 31, 2015 and January 14, 2016 totaling \$ \$689,927.84.



January 27, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: ~~John~~ Johnny Richardson, Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y15-7014-EB, Orange County Health
Services – EMS Building Renovation

ACTION REQUESTED:

Approval to award Invitation for Bids Y15-7014-EB, Orange County Health Services – EMS Building Renovation, to the low responsive, responsible, MWBE compliant bidder, Marbek Construction Company, in the total contract award amount of \$1,160,800.

PROCUREMENT:

The work includes interior selective demolition and renovation to include mechanical, plumbing, electrical, and structural of the existing Health Services EMS Building.

FUNDING:

Funding is available in account number 1023 043 2049 6210.

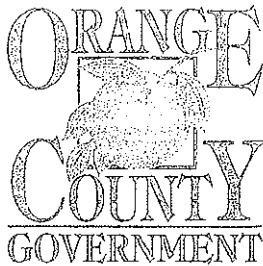
APPROVALS:

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

REMARKS:

Eight bids were received. The bid submitted by Axios Construction Services, LLC reported 0% MWBE participation and did not achieve the good faith effort. The bid submitted by Marbek Construction Company provided good faith effort documentation, achieved 2.93% MWBE participation and is within the sliding scale. Marbek Construction Company has confirmed their bid and references have confirmed satisfactorily completed similar projects. Marbek Construction Company has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Marbek Construction Company.

<u>Bids Received:</u>	<u>Bid Amount</u>
Axios Construction Services, LLC	\$1,127,162
Marbek Construction Co.	\$1,160,800
Mulligan Constructors, Inc.	\$1,174,250
Pillar Construction Group, LLC	\$1,179,000
ALBU & Associates, Inc.	\$1,243,000
Welsh Construction, LLC	\$1,335,750
McCree Design Builders, Inc.	\$1,435,000
New Horizon Construction Services, LLC	\$1,840,590



BUSINESS DEVELOPMENT DIVISION

January 14, 2016

TO: Elia Batista, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y15-7014-EB / Orange County Health Services - EMS Building
Renovation

The Business Development Division evaluated the 3 lowest bids of the 8 bids submitted for this project and found that the apparent low bidder Orange County MWBE firm Axios Construction Services, LLC did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

The second low bid submitted by Marbek Construction Co. achieved good faith effort documentation and reported 2.93% MWBE participation in their bid. Since the second low bidder is within the 5% sliding scale of the low bidder's bid, at 2.93%, for awards from \$750,000.01 to \$2,000,000.00, reported a higher MWBE participation percentage and achieved good faith effort documentation, this bid may be awarded to the second low bidder. Please note the following certified MWBE participation:

Wbe-wf	KMG Fence, LLC	\$16,000
Mbe-hm	Silvas Painting & General Services Corp.	\$18,000
Total MWBE Participation		\$34,000.00 (2.93%)

The third low bid submitted by Mulligan Constructors, Inc. met the MWBE participation goal and reported 34.06% 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.

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

34
Sheena Ferguson

BID COMPARISON

IFB-Y16-7014-EB / Orange County Health Services - EMS Building Renovation

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Axios Construction Services, LLC [mbe-afam]	\$1,127,162	\$0.00	0.00%	no					75/25
2nd Low	Marbek Construction Co.	\$1,160,800	\$34,000.00	2.93%	yes	\$33,638	2.98%			14/14
3rd Low	Mulligan Constructors, Inc.	\$1,174,250	\$400,000.00	34.06%	na	\$47,088	4.18%	\$13,450	1.16%	0/15
4th Low	Pillar Construction Group, LLC	\$1,179,000	\$0.00	0.00%	no	\$51,838	4.60%	\$18,200	1.57%	0/16
5th Low	ALBU & Associates, Inc. [mbe-hm]	\$1,243,000	\$23,800.00	1.91%	no	\$115,838	10.28%	\$82,200	7.08%	23/17
6th Low	Welsh Construction, LLC	\$1,335,750	\$16,216.46	1.21%	yes	\$208,588	18.51%	\$174,950	15.07%	6/37
7th Low	McCree Design Builders, Inc.	\$1,435,000	\$95,447.00	6.65%	no	\$307,838	27.31%	\$274,200	23.62%	17/14
8th Low	New Horizon Construction Services, LLC	\$1,840,590	\$0.00	0.00%	no	\$713,428	63.29%	\$679,790	58.56%	52/9



Interoffice Memorandum

February 1, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: *JR* Johnny Richardson, Manager, Procurement Division

CONTACT: Rodney J. Lynn, P.E., CFM, Manager
Stormwater Management Division
407-836-7991

SUBJECT: Award of Invitation for Bids Y16-161-JS, MSBU and Non-MSBU Retention
Pond Mowing and Maintenance Taft II

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-161-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Taft II, to the low responsive and responsible bidder, Groundtek of Central Florida, LLC, in the annual estimated contract award amount of \$226,930 for the basic year. Further request authorization of the Procurement Division to exercise two additional 1-year options.

PROCUREMENT:

This contract will provide mowing, edging, herbicide treatment and litter removal for retention ponds located in the Taft II (East) area of Orange County.

FUNDING:

Funds are available in account numbers 1002 072 2708 3816 and 1142 072 2902 3816.

APPROVALS:

The Stormwater Management and Business Development Divisions concur with this recommendation.

REMARKS:

Three bids were received in response to Invitation for Bids Y16-161-JS and were evaluated for responsiveness, responsibility and price. The bid of Begley's Cleaning Service, Inc. d/b/a Millennium Grounds and Waters is considered to be non-responsible due to on-going performance issues. The bid of Groundtek of Central Florida, LLC is considered reasonable because it is consistent with historical pricing for this requirement. Therefore, recommendation for award is made to Groundtek of Central Florida, LLC.

The bid tabulation is attached.

BID TABULATION
 Y16-161-JS
 MSBU AND NON-MSBU RETENTION POND MOWING AND MAINTENANCE TAFT II

Item #		Unit	Est. Ann. Units	Groundtek of Central Florida, LLC		Ameriscapes Landscape Management Services, LLC	
				Unit Price	Total Price	Unit Price	Total Price
I	Basic Year						
1	One Time Clean Up	Acre	160	\$173.00	\$27,680.00	\$185.00	\$29,600.00
2	Mowing	Acre	2,500	\$79.00	\$197,500.00	\$115.00	\$287,500.00
3	Adtl. Litter Removal	Acre	350	\$5.00	\$1,750.00	\$15.00	\$5,250.00
	Total Basic Year				\$226,930.00		\$322,350.00
II	Option Year 1						
1	Mowing	Acre	2,800	\$81.50	\$228,200.00	\$115.00	\$322,000.00
2	Adtl. Litter Remv.	Acre	400	\$5.00	\$2,000.00	\$15.00	\$6,000.00
	Total Option Year 1				\$230,200.00		\$328,000.00
III	Option Year 2						
1	Mowing	Acre	3,150	\$83.00	\$261,450.00	\$115.00	\$362,250.00
2	Adtl. Litter Remv.	Acre	450	\$5.00	\$2,250.00	\$15.00	\$6,750.00
	Total Option Year 2				\$263,700.00		\$369,000.00
	All Years				\$720,830.00		\$1,019,350.00
The bid of Begley's Cleaning Service, Inc. d/b/a Millennium Grounds & Waters is non-responsible.							



BUSINESS DEVELOPMENT DIVISION

February 1, 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-Y16-161-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Taft II (Revised)

The Business Development Division evaluated the **2 bids** submitted for this project and found that this contract may be awarded to **Groundtek of Central Florida, LLC**, 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

BID COMPARISON
Y16-161-JS, MSBU and Non-MSBU Retention Pond Mowing and Maintenance Taft II

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (6%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO M / W
Low Bid	Groundtek of Central Florida, LLC (HM)	\$720,830	\$8,930	1%						
2nd Low	Ameriscapes Landscape Management Services, LLC	\$1,019,350	\$307,450	30%		\$298,520	41.41%			

Interoffice Memorandum

January 25, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: *CW for* Johnny M. Richardson, Manager, Procurement Division

Contact: Julie Naditz, P.E., Manager, Highway Construction Division
(407) 836-7949

Subject: Award of Invitation for Bids Y16-707-J2, Lake Price Drainage and Water
Quality Improvements

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-707-J2, Lake Price Drainage and Water Quality Improvements, to the low responsive and responsible bidder, Jordan Brothers Construction, LLC, in the total contract award amount of \$756,019.51.

PROCUREMENT:

Work includes the construction of a wet detention pond and the installation of ditch bottom inlets and storm sewers along the eastern side of Lake Price Drive to capture, convey and treat storm water runoff prior to discharging it to the lake. This project is located in District 5.

FUNDING:

Funding is available in account numbers 1023-068-2439-6330, 1023-072-2753-6330.

APPROVALS:

The Highway Construction Division and Business Development Division concur with this recommendation.

REMARKS:

Seven bids were received. The low bidder, Jordan Brothers Construction, LLC, achieved the M/WBE goal with 25.01% participation. References provided were satisfactory for this type of work and Jordan Brothers Construction, LLC has been determined to be responsible.



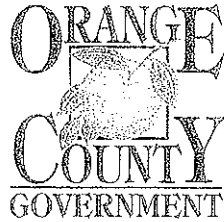
Page 2

Award of Invitation for Bids Y16-707-J2, Lake Price Drainage and Water Quality Improvements

Bids Received:

Bid Amount:

Jordan Brothers Construction, LLC	\$756,019.51
Prime Construction Group, Inc.	\$824,940.00
Parthenon Construction Company	\$949,070.00
Stage Door II, Inc.	\$973,230.50
C.E. James, Inc.	\$973,796.00
Pospiech Contracting, Inc.	\$1,011,000.00
Douglas N. Higgins, Inc.	\$1,014,100.00



BUSINESS DEVELOPMENT DIVISION

December 9, 2015

TO: Sally Bergman, Contract Supervisor
Procurement Division
FROM: Dexter Watts, Senior Contract Administrator
Business Development Division
SUBJECT: Business Development Division Bid Evaluation
PROJECT: Y16-707-J2 / Lake Price Drainage and Water Quality Improvements

The Business Development Division evaluated the 3 lowest bids of the 7 bids submitted for this project and found that the apparent low bidder Jordan Brothers Construction, LLC met the MWBE participation goal and reported 25.01% MWBE participation in their bid. Please note the following certified MWBE participation:

Table with 3 columns: Bidder Name, Bid Amount, and Total MWBE Participation. Rows include Afam, Hm, Wf, Wf, Wf, Wf, and a Total MWBE Participation row.

The second low bid submitted by Prime Construction Group, Inc. achieved good faith effort documentation and reported 1.90% MWBE participation in their bid.

The third low bid submitted by Parthenon Construction Company did not achieve good faith effort documentation and reported 0% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

BID COMPARISON

IFB-Y16-707-J2 / Lake Price Drainage and Water Quality Improvements

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (5%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Jordan Brothers Construction, LLC	\$756,019.51	\$189,045.00	25.01%	na					8/17
2nd Low	Prime Construction Group, Inc.	\$824,940.00	\$15,673.00	1.90%	yes	\$68,920.49	9.12%			48/13
3rd Low	Parthenon Construction Company	\$949,070.00	\$0.00	0.00%	no	\$193,050.49	25.54%	\$124,130.00	15.05%	62/12
4th Low	Stage Door II, Inc.	\$973,230.50	\$16,138.34	1.66%	yes	\$217,210.99	28.73%	\$148,290.50	17.98%	51/4
5th Low	C.E. James, Inc.	\$973,796.00	\$244,000.00	25.06%	na	\$217,776.49	28.81%	\$148,856.00	18.04%	78/5
6th Low	Pospiech Contracting, Inc.	\$1,011,000.00	\$122,909.50	12.16%	yes	\$254,980.49	33.73%	\$186,060.00	22.55%	53/11
7th Low	Douglas N. Higgins, Inc.	\$1,014,100.00	\$267,657.37	26.39%	na	\$258,080.49	34.14%	\$189,160.00	22.93%	37/6



Interoffice Memorandum

January 27, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: *John* Johnny M. Richardson, Manager, Procurement Division

Contact: Terry Devitt, Assistant Director, Orange County Convention
Center, 407- 685-9867

Subject: Award of Invitation for Bids Y16-712-MM, Orange County
Convention Center West Concourse D Smoke Damper Replacement

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-712-MM, Orange County Convention
Center West Concourse D Smoke Damper Replacement, to the low responsive
and responsible bidder, Air Mechanical and Service Corporation, for the total
contract award amount of \$238,492.

PROCUREMENT:

The project consists of replacement of 15 existing pneumatic smoke and
fire/smoke dampers connected to the smoke control system within Phase IIA of
the Orange County Convention Center. New dampers will have electronic
actuators with 120V power supply. Air compressors and compressed air piping
serving pneumatic dampers to be removed and returned to owner. The project
location is in District 6.

FUNDING:

Funding is available in account number 4430 035 0965 6210.

APPROVALS:

The OCCC Capital Planning Division and Business Development Division concur
with this recommendation.

REMARKS:

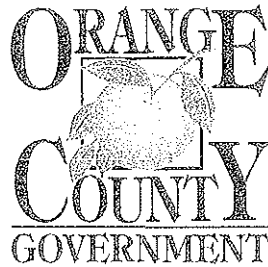
Two bids were received. Air Mechanical and Service Corporation has a
satisfactory record of performance and has been determined responsible.
Therefore, award is recommended to Air Mechanical and Service Corporation.

Bids Received:

Bid Amount:

Air Mechanical and Service Corporation
Close Construction, LLC.

\$238,492
\$266,878



BUSINESS DEVELOPMENT DIVISION

January 12, 2016

TO: Marsha Mussori, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-712-MM / Orange County Convention Center West Concourse D
Smoke Damper Replacement

The Business Development Division evaluated the two bids submitted for this project and found that the apparent low bidder Air Mechanical & Service Corporation did not achieve good faith effort documentation and reported 20.13% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Lakeside Electrical Services, LLC	\$48,000
Total MWBE Participation		\$48,000.00 (20.13%)

The second low bid submitted by Close Construction, LLC met the MWBE participation goal and reported 25.62% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

BID COMPARISON

IFB-Y16-712-MM / Orange County Convention Center West Concourse D Smoke Damper Replacement										
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Air Mechanical & Service Corporation	\$238,492	\$48,000	20.13%	no					39/6
2nd Low	Close Construction, LLC	\$266,878	\$68,385	25.62%	na	\$28,386	11.90%			0/21

Interoffice Memorandum

January 27, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: *Chris* for Johnny Richardson, Manager, Procurement Division

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

Subject: Award of Invitation for Bids Y16-713-CC, John Bridges
Community Center Buildings D & F HVAC Replacement

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-713-CC, John Bridges Community Center Buildings D & F HVAC Replacement, to the low responsive and responsible bidder, Enthalpy ENC, LLC, in the total contract award amount of \$498,934 which includes additive bid item 1.

PROCUREMENT:

The project includes the installation of a new chilled water system that includes an air-cooled chiller, pumps, valves, piping, VFDs, air handling units, ductwork, VAVs, exhaust fans, building automation system, and associated electrical and plumbing. This project is located in District 1.

FUNDING:

Funding is available in account number 1023 043 2049 6210.

APPROVALS:

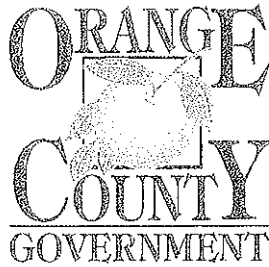
The Capital Projects Division and Business Development Division concur with this recommendation.

REMARKS:

Four bids were received. Included in the bid was one additive bid item, which is a new 2-ton DX Split A/C System to service the communication room. The low bidder, Enthalpy ENC, LLC, has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to Enthalpy ENC, LLC.



<u>Bids Received:</u>	<u>Base Bid</u>	<u>Add No. 1</u>	<u>Total</u>
Enthalpy ENC, LLC	\$487,474	\$11,460	\$498,934
Pipeline Mechanical, Inc.	\$515,282	\$4,914	\$520,196
Air Mechanical and Service Corp.	\$558,700	\$9,600	\$568,300
Close Construction, LLC	\$632,226	\$10,000	\$642,226



BUSINESS DEVELOPMENT DIVISION

January 11, 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: **Y16-713-CC / John Bridges Community Center Buildings D & F HVAC Replacement (Additive Bid)**

The Business Development Division evaluated the 3 lowest bids of the 4 bids submitted for this project and found that the apparent low bidder Orange County MWBE firm Enthalpy ENC, LLC did not achieve good faith effort documentation and reported 10.75% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-am	Power Engineering Group, Inc.	\$53,649
Total MWBE Participation		\$53,649.00 (10.75%)

The second low bid submitted by Pipeline Mechanical, Inc. did not achieve good faith effort documentation and reported 8.86% MWBE participation in their bid.

The third low bid submitted by Air Mechanical & Service Corp. did not achieve good faith effort documentation and reported 1.27% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

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BID COMPARISON ADDITIVE

FB-Y16-713-CC / John Bridges Community Center Buildings D & F HVAC Replacement

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Enthalpy ENC, LLC [mbe-am]	\$498,934	\$53,649	10.75%	no					28/9
2nd Low	Pipeline Mechanical, Inc.	\$520,196	\$46,175	8.88%	no	\$21,262	4.26%			28/20
3rd Low	Air Mechanical & Service Corp.	\$568,300	\$7,200	1.27%	no	\$69,366	13.90%	\$48,104	9.25%	39/7
4th Low	Close Construction, LLC	\$642,226	\$7,700	1.20%	no	\$143,292	28.72%	\$122,030	23.46%	0/21



Interoffice Memorandum

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT

6

January 19, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: ~~New for~~ Johnny M. Richardson, Manager, Procurement Division

Contact: Terry Devitt, Assistant Director, Orange County Convention
Center, 407- 685-9867

Subject: Award of Invitation for Bids Y16-717-MM, Orange County Convention
Center West Entrance Flooring and Wall Finishes Replacements

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-717-MM, Orange County Convention Center West Entrance Flooring and Wall Finishes Replacements, to the sole responsive and responsible bidder, Axios Construction Services, LLC, for the total contract award amount of \$230,144 which includes Additive bid item No.1.

PROCUREMENT:

The base bid includes the demolition of approximately 10,000 square feet of existing flooring at the Westwood Lobby Entrance of the West Building and installation of owner supplied ceramic tile. The additive bid includes approximately 40,000 square feet of refurbishment of wall surfaces, to include demolition of existing wall covering and installation of new acoustical wall covering and paint. The project is located in District 6.

FUNDING:

Funding is available in account number 4430 035 0960 6210.

APPROVALS:

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

REMARKS:

A single bid was received from Axios Construction Services, LLC. Queries from staff to potential bidders who failed to compete on this project resulted in the following detailed findings:

R.L. Burns. Contractor performs this type of work but stated the scope and project estimate was too small for them to expend their resources and they would prefer to bid on larger projects.

Pillar Construction Group. Contractor performs this type of work but stated they didn't believe they could be competitive and declined to bid the project.

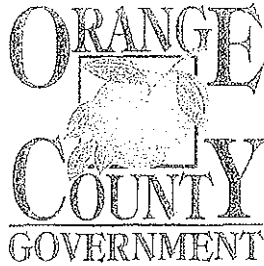
McCree General Contractors. Contractor performs this type of work but stated they didn't believe they could be competitive and declined to bid the project.

Staff negotiated with Axios. Axios confirmed their understanding of the scope of work however no cost reduction could be made without a reduction in scope. Staff and the Consultant recommend the County proceed with the award. Axios' bid was approximately 48% lower than the County Consultant's estimate. Based on technical review performed by staff and the Design Consultant the bid is considered reasonable. References provided were satisfactory for this type of work and Axios Construction Services, LLC. has been determined to be responsible.

Bids Received:

Bid Amount:

Axios Construction Services, LLC.	\$ 132,694
Additive #1:	\$ 97,450
Total:	\$ 230,144



BUSINESS DEVELOPMENT DIVISION

January 19, 2016

TO: Marsha Mussori, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y16-717-MM / Orange County Convention Center West Entrance
Flooring and Wall Finishes Replacement – Additive Bid

The Business Development Division evaluated the one bid submitted for this project and found that the apparent low bidder Orange County MWBE firm Axios Construction Services, LLC met the MWBE participation goal and reported 57.66% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-afam	Axios Construction Services, LLC	\$132,694
Total MWBE Participation		\$132,694.00 (57.66%)

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

A handwritten signature in cursive script that reads "Sheena Ferguson".

BID COMPARISON - ADDITIVE

IFB-Y16-717-MM / Orange County Convention Center West Entrance Flooring and Wall Finishes Replacement										
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Axios Construction Services, LLC [mbe-afam]	\$230,144	\$132,694	57.66%	na					71/29

Interoffice Memorandum



January 26, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

~~From~~ for - Johnny M. Richardson, Manager, Procurement Division

Contact: Terry Devitt, Assistant Director, Orange County Convention
Center, 407- 685-9867

Subject: Award of Invitation for Bids Y16-721-MM, Orange County Convention
Center Phase III Valencia Ballroom Renovation

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-721-MM, Orange County Convention Center Phase III Valencia Ballroom Renovation, to the low responsive and responsible bidder, J. Kokolakis Contracting, Inc., for the total contract award amount of \$10,408,000.

PROCUREMENT:

The Valencia Room is an existing 62,000 square foot multiple-purpose room that will be converted into a Ballroom. The project includes renovation or new: electrical, LED lighting and controls, access control system, data infrastructure, mechanical, plumbing and fire protection and architectural features such as carpet, terrazzo flooring, entry doors, decorative panels, wall finishes, ceiling system, rigging points, and signage. The project is located in District 6.

FUNDING:

Funding is available in account number 4430 035 0960 6210.

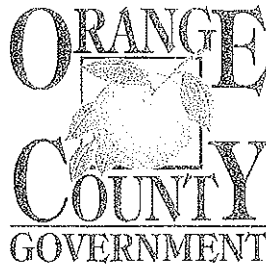
APPROVALS:

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

REMARKS:

Four bids were received from the prequalified Contractors. The County used a two-step bid process for this solicitation. Step one prequalified five bidders. J. Kokolakis Contracting, Inc. achieved the MWBE goal with 25.37% participation. Therefore, award is recommended to J. Kokolakis Contracting, Inc.

<u>Bids Received:</u>	<u>Bid Amount:</u>
J. Kokolakis Contracting, Inc.	\$10,408,000
Gilbane Building Company	\$11,076,432
Walbridge Aldinger, LLC.	\$11,112,000
PCL Construction Services, Inc.	\$11,327,455



BUSINESS DEVELOPMENT DIVISION

January 22, 2016

TO: Marsha Mussori, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y16-721-MM / Orange County Convention Center Phase III Valencia Ballroom Renovation**

The Business Development Division evaluated the 3 lowest bids of the 4 bids submitted for this project and found that the apparent low bidder J. Kokolakis Contracting, Inc. met the MWBE participation goal and reported 25.37% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-am	Potential Electric, Inc.	\$2,500,000
Mbe-hm	Sky Builders USA, LLC	\$140,000
Total MWBE Participation		\$2,640,000.00 (25.37%)

The second low bid submitted by Gilbane Building Company met the MWBE participation goal and reported 44.91% MWBE participation in their bid.

The third low bid submitted by Walbridge Aldinger LLC met the MWBE participation goal and reported 25.34% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

Sheena Ferguson

BID COMPARISON

IFB-Y16-721-AM / Orange County Convention Center Phase II Valencia Ballroom Renovation										
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (3%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	J. Kokolakis Contracting, Inc.	\$10,408,000	\$2,640,000	25.37%	na					12/20
2nd Low	Gilbane Building Company	\$11,076,432	\$4,974,944	44.91%	na	\$668,432	6.42%			7/28
3rd Low	Walbridge Aldinger LLC	\$11,112,000	\$2,816,000	25.34%	na	\$704,000	6.76%	\$35,568	0.32%	7/17
4th Low	PCL Construction Services, Inc.	\$11,327,455	\$0	0.00%	no	\$919,455	8.83%	\$251,023	2.27%	38/11



Interoffice Memorandum

January 27, 2016

To: Mayor Teresa Jacobs
and the Board of County Commissioners

From: *CW for* Johnny M. Richardson, Manager, Procurement Division

Contact: Terry Devitt, Assistant Director, Orange County Convention Center, 407- 685-9867

Subject: Award of Invitation for Bids Y16-722-MM, Orange County Convention Center North / South Building CCTV System Upgrade

ACTION REQUESTED:

Approval to award Invitation for Bids Y16-722-MM, Orange County Convention Center North / South Building CCTV System Upgrade, to the low responsive and responsible bidder, American Systems Corporation, for the total contract award amount of \$1,248,681 which includes additive bid item 1.

PROCUREMENT:

This scope of work includes but is not limited to upgrading of the existing CCTV Security and Surveillance Camera System to include installation of owner supplied cameras and network switches and infrastructure support such as IDF's (Intermediate Distribution Frames) and cat 6 cabling and testing to provide a fully functioning system. The base bid provides the CCTV System for the North Building and the additive bid provides the CCTV System for the South Building. The project location is in District 6.

FUNDING:

Funding is available in account number 4430 035 0965 6210.

APPROVALS:

The OCCC Capital Planning Division and Business Development Division concur with this recommendation.

REMARKS:

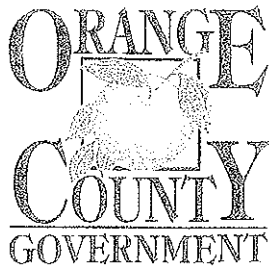
Four bids were received. American Systems Corporation achieved the MWBE goal with 54.64% participation. American Systems Corporation has a satisfactory record of performance and has been determined responsible. Therefore, award is recommended to American Systems Corporation.

American Systems Corporation	\$704,287
Additive Bid Item 1	\$544,394
Total:	\$1,248,681

Tyco Integrated Security, LLC	\$849,528
Additive Bid Item 1:	\$537,172
Total:	\$1,386,700

Structured Cabling Solutions, Inc.	\$874,069.69
Additive Bid Item 1	\$720,555.25
Total:	\$1,594,624.94

Becker Communications, Inc.	
Db a BCI Integrated Solutions	\$962,749
Additive Bid Item 1	\$858,874
Total:	\$1,821,623



BUSINESS DEVELOPMENT DIVISION

January 27, 2016

TO: Marsha Mussori, Senior Contract Administrator
Procurement Division

FROM: Dexter Watts, Senior Contract Administrator
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y16-722-MM / Orange County Convention Center North/South Building
CCTV System Upgrade – Additive Bid**

The Business Development Division evaluated the 3 lowest bids of the 4 bids submitted for this project and found that the apparent low bidder American Systems Corporation met the MWBE participation goal and reported 54.64% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-am	Power Engineering Group	\$682,286
Total MWBE Participation		\$682,286.00 (54.64%)

The second low bid submitted by Tyco Integrated Security met the MWBE participation goal and reported 49.20% MWBE participation in their bid.

The third low bid submitted by Structured Cabling Solutions, Inc. met the MWBE participation goal and reported 25% MWBE participation in their bid.

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

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

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

c: Sheena Ferguson, Manager, Business Development Division

BID COMPARISON - ADDITIVE

IFB-Y16-722-MM / Orange County Convention Center North/South Building CCTV System Upgrade

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	Difference From Low Bid (5%)	\$ Over 2nd Low Bid	Difference From 2nd Low Bid	EEO % M / W
Low Bid	American Systems Corporation	\$1,248,681.00	\$682,286.00	54.64%	na					11/19
2nd Low	Tyco Integrated Security, LLC	\$1,386,700.00	\$682,286.00	49.20%	na	\$138,019.00	11.05%			26/14
3rd Low	Structured Cabling Solutions, Inc.	\$1,594,624.94	\$398,656.24	25.00%	na	\$345,943.94	27.70%	\$207,924.94	14.99%	61/5
4th Low	Becker Communications, Inc. dba BCI Integrated Solutions	\$1,821,623.00	\$909,714.00	49.94%	na	\$572,942.00	45.88%	\$434,923.00	31.36%	0/0

Interoffice Memorandum

January 27, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: ~~for~~ Johnny Richardson, Manager, Procurement Division
407-836-5633

CONTACT: Richard Steiger, Manager, Facilities Management Division
407-836-7473

SUBJECT: Approval of Contract Y16-121-JS, SaniGLAZE

ACTION REQUESTED:

Approval to award Contract Y16-121-JS, for SaniGLAZE to Cubix, Inc. in the estimated contract amount of \$800,000 for a 1-year contract. Further request authorization of the Procurement Division to renew the contract for two additional 1-year terms.

PROCUREMENT:

To provide a proprietary tile restoration process for the renovation of restrooms, locker rooms, kitchens and other County areas where property asset restoration is needed.

FUNDING:

Funding for tiled area restorations will be made available from end user divisions and departments, including, but not limited to Facilities Management, the Convention Center, Utilities and Fire Rescue.

APPROVALS:

The Facilities Management Division concurs with this recommendation.

REMARKS:

SaniGLAZE is a proprietary process for the restoration of tile surfaces. A sole source internet announcement was posted in accordance with Procurement procedures and no responses were received. Staff has therefore determined that the SaniGLAZE process is a sole source for their proprietary process of tile restoration and refurbishment.

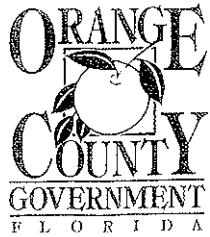
Several processes are available depending upon the desired result, time and/or budget constraints and professional recommendations from Cubix, Inc. as to the best solution for each individual project. Price reasonableness has been determined by comparing pricing from Cubix, Inc. to the GSA contract for SaniGLAZE with an average savings of approximately 15% per square foot over GSA pricing for all SaniGLAZE processes.



Due to the extensive number of tiled areas that are anticipated to be treated by the SaniGLAZE process, the Facilities Management Division will approve all individual projects as a division or department identifies a need. This oversight will allow for projects to be organized and monitored to assure proper project estimates are obtained and that each project is properly evaluated and priced for optimum results.

Staff has determined that by using the SaniGLAZE process, tile restoration and refurbishment will allow the remodeling of tiled areas at approximately one-third the cost of a demolition and re-build of a tiled area. The number of square feet of tile to be treated with the SaniGLAZE process will depend upon both known and unknown factors due to the fact that the SaniGLAZE process has many combinations of possible single, double and triple step processes. Each individual project will be addressed to use the best and most durable solution for each particular situation.


Recommendation for the award of a sole source contract is made to Cubix, Inc. to provide the SaniGLAZE process in County owned facilities.



Interoffice Memorandum

January 29, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Procurement Division

CONTACT: John Goodrich, Assistant to Director, Health Services Department
(407) 836-7689

SUBJECT: Approval of Contracts, Request for Proposals Y16-149-DG
Health and Support Services for Persons with HIV Spectrum Disease
(Ryan White Part A)

RECOMMENDATION:

Approval to award contracts under Request for Proposals Y16-149-DG, Health and Support Services for Persons with HIV Spectrum Disease (Ryan White Part A) to Aspire Health Partners, Inc. for Mental Health Services in the amount of \$193,820 and Substance Abuse Treatment in the amount of \$231,000; Department of Health In Orange County for Early Intervention Services (EIS) in the amount of \$227,840 and Non-Medical Case Management Services in the amount of \$227,840; Hope and Help Center of Central Florida, Inc. for Medical Nutrition Therapy Services in the amount of \$210,000, Non-Medical Case Management Services in the amount of \$569,600 and Psychosocial Support Services in the amount of \$89,100; Miracle of Love, Inc. for Non-Medical Case Management in the amount of \$113,920; Nehemiah Educational and Economic Development, Inc. for Non-Medical Case Management in the amount of \$227,840; The Center for Multicultural Wellness and Prevention, Inc. for Non-Medical Case Management in the amount of \$113,920 and Psychosocial Support Services in the amount of \$89,100; and Turning Point of Central Florida, Inc. for Mental Health Services in the amount of \$193,820 and Substance Abuse Treatment in the amount of \$231,000 for the total overall amount of \$2,718,800.

Request authority for the Procurement Division to execute 1-year contracts with two additional 1-year renewals. These figures represent projected funding from the U. S. Health Resources and Services Administration (HRSA).

Proposals were evaluated by the Procurement Committee on January 20, 2016. Commissioner Victoria P. Siplin was assigned to this committee.

PURPOSE:

To disperse federal grant funds from HRSA to agencies for provision of health and support services for persons with HIV Spectrum Disease (Ryan White Part A).

DISCUSSION:

The Ryan White Program is a health and support program for persons with HIV/AIDS. The County administers the program under guidelines from HRSA and is the designated grantee for funding. The grantee establishes the HIV Planning Council, conducts the process to distribute funds, distributes funds re-allocated by the Planning Council, and executes and monitors contracts.

The Orlando EMA HIV Health Services Planning Council designs the service delivery system for persons served with Ryan White Part A funding in the Orlando Eligible Metropolitan Area (EMA). The program covers an EMA that consists of Orange, Osceola, Lake and Seminole Counties. The service delivery system is established through the selection, prioritization and allocation of funding among those services and by providing direction to the Grantee on "Ways to Best Meet Need." The fiscal year for the program is March 1, 2016 through February 28, 2017.

Proposals were received from 8 agencies in response to RFP Y16-149-DG. The proposals were evaluated by the Procurement Committee, who recommended funding for 7 of the 8 agencies in six separate services categories: Early Intervention Services (EIS), Medical Nutrition Therapy Services, Mental Health Services, Non-Medical Case Management Services, Psychosocial Support Services and Substance Abuse Treatment.

Two Spirit Health Services, Inc. scored too low for board consideration.

The Procurement Committee's evaluation is attached.

HEALTH AND SUPPORT SERVICES FOR PERSONS WITH HIV SPECTRUM DISEASE - RYAN WHITE PART A
RFP #Y16-149-DG

WEIGHT:	Administrative Capacity and Qualifications		Organizational Experience		Service Delivery Model		Response to Consumer Needs		Budget		Welfare Hires	SDV Sub	SDV Prime	TOTAL
	25	25	20	20	25	25	20	20	10	10	5	10	5	
FIRM:	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	RAW SCORE	WEIGHTED SCORE	BONUS POINTS	BONUS POINTS	BONUS POINTS	
Aspire Health Partners, Inc.	4.0	100.0	4.0	80.0	3.0	75.0	3.0	60.0	4.0	40.0	0.0	0.0	0.0	355.0
Department of Health in Orange County	4.0	100.0	5.0	100.0	4.0	100.0	4.0	80.0	4.0	40.0	0.0	0.0	0.0	420.0
Hope and Help Center of Central Florida, Inc.	3.0	75.0	5.0	100.0	3.0	75.0	4.0	80.0	4.0	40.0	0.0	0.0	0.0	370.0
Miracle of Love, Inc.	4.0	100.0	5.0	100.0	4.0	100.0	4.0	80.0	4.0	40.0	0.0	0.0	0.0	420.0
Nehemiah Educational and Economic Development, Inc.	3.0	75.0	5.0	100.0	4.0	100.0	4.0	80.0	3.0	30.0	0.0	0.0	0.0	385.0
The Center for Multicultural Wellness and Prevention, Inc.	4.0	100.0	5.0	100.0	4.0	100.0	4.0	80.0	4.0	40.0	0.0	0.0	0.0	420.0
Turning Point of Central Florida, Inc.	4.0	100.0	4.0	80.0	3.0	75.0	5.0	100.0	4.0	40.0	0.0	0.0	0.0	395.0
Two Spirit Health Services, Inc.	3.0	75.0	2.0	40.0	2.0	50.0	3.0	60.0	3.0	30.0	0.0	0.0	0.0	255.0

RFP #Y16-149-DG
RECOMMENDATION OF AWARDS
PER CATEGORY

EARLY INTERVENTION SERVICES (EIS) (one award with 4 positions)
Funding Amount \$56,960 per position

Vendor	Weighted Score	Recommended for award	Funding Amount
Department of Health in Orange County	420	yes	\$227,840.00
Hope and Help Center of Central Florida, Inc.	370	no	\$0.00
Nehemiah Educational and Economic Development, Inc.	385	no	\$0.00

MEDICAL NUTRITION THERAPY SERVICES (one award)
Funding Amount \$210,000

Vendor	Weighted Score	Recommended for award	Funding Amount
Hope and Help Center of Central Florida, Inc.	370	yes	\$210,000.00

MENTAL HEALTH SERVICES (two awards)
Funding Amount \$193,820 each

Vendor	Weighted Score	Recommended for award	Funding Amount
Aspire Health Partners, Inc.	355	yes	\$193,820.00
Turning Point of Central Florida, Inc.	395	yes	\$193,820.00
Two Spirit Health Services, Inc.	255	no	\$0.00

NON-MEDICAL CASE MANAGEMENT SERVICES (Orange County - five awards with twenty-two positions, Seminole County - one award with two positions, Lake County - one award with two positions and Osceola County - one award with four positions)
Funding Amount \$56,960 per position

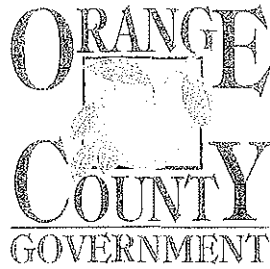
Vendor	Weighted Score	Recommended for award	Funding Amount
Aspire Health Partners, Inc.	355	no	\$0.00
Department of Health in Orange County	420	yes-orange	\$227,840.00
Hope and Help Center of Central Florida, Inc.	370	yes-orange/osc	\$569,600.00
Miracle of Love, Inc.	420	yes-orange/lake	\$113,920.00
Nehemiah Educational and Economic Development, Inc.	385	yes-orange/seminole	\$227,840.00
The Center for Multicultural Wellness and Prevention, Inc.	420	yes-orange	\$113,920.00

PSYCHOSOCIAL SUPPORT SERVICES (two awards with four positions)
Funding Amount \$44,550 per position

Vendor	Weighted Score	Recommended for award	Funding Amount
Hope and Help Center of Central Florida, Inc.	370	yes	\$89,100.00
The Center for Multicultural Wellness and Prevention, Inc.	420	yes	\$89,100.00

RFP #Y16-149-DG
RECOMMENDATION OF AWARDS
PER CATEGORY

SUBSTANCE ABUSE TREATMENT (two awards) Funding Amount \$231,000 each			
Vendor	Weighted Score	Recommended for award	Funding Amount
Aspire Health Partners, Inc.	355	yes	\$231,000.00
Turning Point of Central Florida, Inc.	395	yes	\$231,000.00



Interoffice Memorandum

February 3, 2016

To: Dorothy Gordon, Senior Purchasing Agent
Procurement Division

FROM: Kesi Warren, Senior Contract Administrator *KW*
Business Development Division

SUBJ: **RFP #Y16-149-DG, Health and Support Services for Persons with HIV Spectrum Disease – Ryan White Part A (Revised)**

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.	Nehemiah Educational and Economic Development, Inc. (N.E.E.D, Inc.)		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	100%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

2.	Two Spirit Health Services, Inc.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	88%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

3.	Aspire Health Partners, Inc.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	88%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

4.	Department of Health in Orange County		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	86%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

5.	Hope and Help Center of Central Florida, Inc.		3 Points
	None	0%	
	Total MWBE Participation:	0%	
	EEO Staff	73%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

6.	The Center for Multicultural Wellness and Prevention, Inc.		0 Points
	None	0%	
	Total MWBE Participation:	0%	
*	EEO Staff	0%	
Bonus Points			
	Service-Disabled Veterans (SDV)	0	
	Welfare Recipients:	0	

*The Employment Data, Schedule of Minorities and Women form was blank

7.	Turning Point of Central Florida, Inc.		0 Points
*		%	
	Total MWBE Participation:	%	
*	EEO Staff	%	
Bonus Points			
*	Service-Disabled Veterans (SDV)	0	
*	Welfare Recipients:	0	

*There were not any forms for this section submitted with the proposal

8.	Miracle of Love, Inc.		0 Points
*		%	
	Total MWBE Participation:	%	
*	EEO Staff	%	
Bonus Points			
*	Service-Disabled Veterans (SDV)		
*	Welfare Recipients:		

*There were not any forms for this section submitted with the proposal

Aheena Ferguson




Interoffice Memoranda


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
11

REAL ESTATE MANAGEMENT ITEM 1

DATE: January 29, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF DISTRIBUTION EASEMENT BETWEEN ORANGE COUNTY AND DUKE ENERGY FLORIDA, LLC, D/B/A DUKE ENERGY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: John Young Community Park

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of electrical facilities by Duke Energy Florida.

ITEM: Distribution Easement
Revenue: None
Size: 3,391 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Capital Projects Division
Parks and Recreation Division
Risk Management Division

REMARKS:

This Distribution Easement provides Duke Energy Florida, LLC, d/b/a Duke Energy (Grantee) the right to install and maintain electrical distribution lines and related facilities necessary for electrical service to John Young Community Park. This easement supersedes and replaces one that was approved by the Board of County Commissioners on December 16, 2014, but was not recorded. The easement previously approved did not define a specific easement area, but was an easement over the entire parent tract pending installation of the utilities to determine the specific area needed. This replacement Distribution Easement specifically defines the easement area and will be recorded by Grantee.

Grantee to pay all recording fees.

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



Interoffice Memo

I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
12

REAL ESTATE MANAGEMENT ITEM 2

DATE: January 29, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *AC*
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF CONSERVATION AND ACCESS EASEMENT
BETWEEN REAMS DEVELOPMENT, LLC AND ORANGE COUNTY
AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Reams Road Commercial Project Site (CAI-15-04-012)

District 1

PURPOSE: To provide for conservation of wetlands and uplands as a requirement of
development.

ITEM: Conservation and Access Easement
Cost: Donation
Total size: 10.693

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

REMARKS:

Conservation Area Impact Permit No. CAI-15-04-012 issued by Orange County Environmental Protection Division requires a Conservation and Access Easement on a portion of the site being developed. This Conservation and Access Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the Conservation Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit.

The Grantor is providing access to the Conservation Easement through the parent tract site.

Grantor to pay all recording fees.

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


I. CONSENT AGENDA
ADMINISTRATIVE SERVICES
DEPARTMENT
13

REAL ESTATE MANAGEMENT ITEM 3

DATE: January 29, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Jeffrey L. Sponenburg, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF CONSERVATION AND ACCESS EASEMENT
BETWEEN KB HOME ORLANDO LLC AND ORANGE COUNTY
AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Hardman Property/Ward Road Project Site CAI-13-12-037

District 4

PURPOSE: To provide for conservation of wetlands and uplands as a requirement of
development.

ITEM: Conservation and Access Easement
Cost: Donation
Total size: 5.89 acres

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

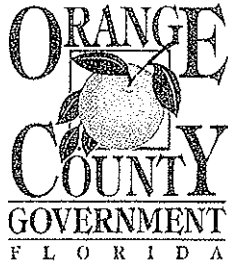
REMARKS:

Conservation Area Impact Permit No. CAI-13-12-037 issued by Orange County Environmental Protection Division requires a Conservation Easement on a portion of the site being developed. This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the Conservation Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit.

The Grantor is providing access to the Conservation Easement through the parent tract site.

Grantor to pay all recording fees.

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



Interoffice

REAL ESTATE MANAGEMENT ITEM 4

DATE: January 29, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *AC*
Real Estate Management Division *AC*

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF UTILITY EASEMENT BETWEEN AG-RW GRANDE PINES, L.L.C. AND ORANGE COUNTY, SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY FROM CALMWATER CAPITAL 3, LLC AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Oasis at Grande Pines OCU Permit: B15902685 OCU File #:82086
District 1

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

ITEMS: Utility Easement
Cost: Donation
Size: 10,338 square feet

Subordination of Encumbrances to Property Rights to Orange County

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay all recording fees.

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



Interoffice Memorandum

AGENDA ITEM

January 13, 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: **Bradley Campbell, Assistant Manager**
Code Enforcement Division
(407) 836-4220

SUBJECT: February 16, 2016 – Consent Items
Resolutions for Special Assessment Lien(s) Lot Cleaning (60)

Handwritten signatures of Jon V. Weiss and Bradley Campbell.

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.

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 15-1285	1	RACETRAC PETROLEUM INC	\$ 3,000.81
LC 15-1500	1	BHAWANIE INDRA	\$ 656.40
LC 15-1564	1	COTTEN SARA; COTTEN BRIAN	\$ 543.90
LC 15-1617	1	US BANK	\$ 330.40
LC 15-1623	1	HIGGINS EMILY; HIGGINS BRUCE	\$ 853.40
LC 15-1673	1	MARCANO DONNA J; MARCANO RAFAEL JR	\$ 799.74
LC 16-0055	1	BERTONI OSVALDO B; BERTONI ALICE S	\$ 227.97
LC 16-0056	1	US BANK NA	\$ 383.83
LC 15-1434	2	FPICDA LLC	\$ 215.82
LC 15-1472	2	SIGWART CHRISTINE L	\$ 259.30
LC 15-1477	2	TORRES JUAN; TORRES CARMEN	\$ 162.45
LC 15-1494	2	ALCANTARA JOSE F	\$ 663.62
LC 15-1497	2	ORTIZ NOEL	\$ 288.90
LC 15-1507	2	RIVERA VICTOR; VARGAS MARIA F	\$ 5,905.38

Page Two
 February 16, 2016 – Consent Items
 Resolutions for Special Assessment Lien(s) Lot Cleaning (60)

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 15-1539	2	MCLEAN RANDAL C	\$ 140.00
LC 15-1551	2	MALTESE ANTHONY	\$ 438.03
LC 15-1560	2	KISHUNI DARSANAN	\$ 213.38
LC 15-1563	2	WELLS FARGO BANK	\$ 727.40
LC 15-1596	2	KISHUNI JEN; KISHUNI DARSANAN	\$ 500.06
LC 15-1619	2	GONZALEZ ARCENIA M; OSEGUERA MARVIN R	\$ 338.40
LC 16-0147	2	US BANK AS C/F FL DUNDEE LIEN INV LLC	\$ 511.40
LC 15-1527	3	WENDYS OF N E FLORIDA INC	\$ 457.01
LC 15-1587	3	CLAYBOURNE JOHN P; CLAYBOURNE THOMAS J	\$ 410.28
LC 15-1685	3	FAIRWINDS CREDIT UNION	\$ 318.98
LC 16-0018	3	TARPON IV LLC	\$ 346.20
LC 16-0019	3	PURSLOW SCOTT D; PURSLOW KIM J	\$ 562.90
LC 15-1686	4	AJM CAPITAL LLC	\$ 257.65
LC 16-0071	4	BENIEN JERRY	\$ 278.83
LC 15-1595	5	STEVENSON FRANCIS R; STEVENSON HELEN A	\$ 541.91
LC 15-1429	6	YIBKAW FEREWAIN; LEMA NEBIYU	\$ 187.63
LC 15-1430	6	FIRST ORANGE REALTY INC	\$ 339.38
LC 15-1441	6	LYNCH JOHN CLEVELAND 1/30 INT; LYNCH RONALD LYNN 1/30 INT; LYNCH FLOYD D 1/6 INT; LYNCH HARWELL 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	\$ 405.63
LC 15-1448	6	SNYDER JAMES W ESTATE	\$ 351.53
LC 15-1449	6	US BANK N A	\$ 415.44
LC 15-1452	6	NAPPER TRACY L; NAPPER KIMBERLY L	\$ 166.86
LC 15-1471	6	MANOR PARK LLC	\$ 2,806.90
LC 15-1478	6	SULLIVAN DAVID A	\$ 187.61
LC 15-1479	6	NELSON LINDA L	\$ 273.12
LC 15-1481	6	GSN DEVELOPMENT CO	\$ 374.13
LC 15-1482	6	US BANK N A	\$ 255.46
LC 15-1483	6	JACOBS WILLIESTEINA	\$ 319.78
LC 15-1488	6	FIRST ORANGE REALTY INC	\$ 477.40
LC 15-1512	6	PATRICK RUDOLPH	\$ 418.90
LC 15-1514	6	WILLIAMS JESSIE F	\$ 410.40
LC 15-1516	6	J P F D INVESTMENT CORP	\$ 333.90
LC 15-1533	6	FRONTLINE OUTREACH INC	\$ 196.26
LC 15-1540	6	J P F D INVESTMENT CORP	\$ 495.90
LC 15-1547	6	YOUNG JOHNSON; YOUNG JULIE ETAL	\$ 585.36
LC 15-1548	6	MINCEY HENRIETTA; MINCEY EDWARD JR	\$ 190.38
LC 15-1558	6	RODRIGUEZ JOSE TRUSTEE	\$ 296.01

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 15-1598	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 253.38
LC 15-1599	6	YARCKIN ELLEN	\$ 196.68
LC 15-1604	6	DEOLDE JIM	\$ 198.36
LC 15-1605	6	SMITH ROBERT W	\$ 312.18
LC 15-1613	6	TARPON IV LLC	\$ 528.90
LC 15-1620	6	OPERATION UNIFICATION INC	\$ 192.90
LC 15-1631	6	LAMEY EUNICE E	\$ 279.84
LC 15-1661	6	TARPON IV LLC	\$ 197.31
LC 15-1663	6	FIRST METHODIST CHURCH STAR OF DAVID CORP	\$ 331.87
LC 15-1669	6	ALVAREZ JOHN; ALVAREZ LORETTA	\$ 267.40

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. All Districts.

JVW/BC:th

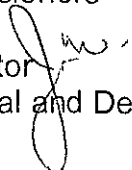


Interoffice Mer

AGENDA ITEM

January 21, 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**

SUBJECT: February 16, 2016 – Consent Item
Developer's Agreement between Orange County and
Royal Cypress Preserve Homeowners Association and
Toll FL Limited Partnership for Semi-Private Boat Ramp Facility

On August 4, 2015, the Board of County Commissioners approved a request for a Semi-Private Boat Ramp Facility Permit (BR-14-08-0032) to construct a new semi-private boat ramp on the property located at 10104 Royal Island Court on South Lake.

Specific Condition #7 of the Semi-Private Boat Ramp Facility Permit BR-14-08-003 states, "within thirty days of issuance of this permit or prior to Environmental Protection Division (EPD) approval of the building permit, whichever comes last, a Development's Agreement accepted and approved by Orange County (County), shall be recorded in the public records of the County, and a copy of the recorded Developer's Agreement submitted to EPD".

On January 7, 2016, the applicant provided a signed Developer's Agreement to EPD. The Developer's Agreement sets forth the commitment of the developer to complete the conditions of the approval associated with Semi-Private Boat Ramp Facility Permit BR-14-08-003.

The Developer's Agreement is satisfactory to EPD, and has been reviewed and approved as to form by the Orange County Attorney's Office.

ACTION REQUESTED: Approval and execution of the Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility by and among Orange County, Florida, Royal Cypress Preserve Homeowners Association, Inc., and Toll FL Limited Partnership for Semi-Private Boat Ramp Facility Permit BR-14-08-003. District 1

JVW/LC:rep
Attachment

Prepared by and Return to:

Chris Roper, Esq.
Akerman LLP
P.O. Box 231
Orlando, FL 32802

**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"), **ROYAL CYPRESS PRESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 2966 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Association"), and **TOLL FL LIMITED PARTNERSHIP**, a Florida limited partnership, whose address is Attn: Mark McIntosh, 2966 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Developer").

RECITALS

WHEREAS, the Developer is the owner of certain land situated in Orange County, Florida, as described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"), which Property is intended to be conveyed to the Association for use as a common area tract that may or may not include a "semi-private boat ramp facility" as that term is defined in Section 15-603(m) of the Orange County Code (the "Facility"); and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by this reference.
2. In the event the Developer elects to construct the Facility upon the Property, the Association and Developer agree to abide by the provisions of the Boat Ramp Ordinance, as it may be amended, and this Agreement and to install the Facility in accordance with the Construction Drawings attached hereto as Exhibit "B" and incorporated herein by this reference.
3. In the event the Developer elects to construct the Facility upon the Property, the Facility shall be designed, constructed and maintained in conformance with the Orange County Code (except as otherwise provided herein) and any applicable federal or state statutes,

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.

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, as it may be amended from time to time.

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

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

a. A variance has been granted from Section 15-605(b)(5) of the County Code to allow electrical outlets and lighting within one hundred (100) feet of the Facility;

b. A variance has been granted from Section 15-605(b)(11) of the County Code to allow the Facility to be located closer than twenty-five (25) feet from the projected property line of abutting shoreline owners; and

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

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

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

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

c. The companion boat mooring dock's length shall not exceed the length of the boat ramp (measured from the normal high water mark to the waterward end of the ramp), nor shall its width exceed four (4) feet;

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

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

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

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

h. The Facility shall be the only boat ramp in the Royal Cypress Preserve neighborhood on South Lake. The foregoing shall not be construed to limit the number of boat docks that may be approved in Royal Cypress Preserve;

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

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

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

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

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

n. The Facility shall be closed at any time the elevation of the lake is below ninety-one (91) feet, as determined by a staff gauge to be located at the Facility.

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

12. Prior to the final inspection of the Facility or issuance of a certificate of completion for the Facility, the Developer or the Association shall provide to the Department the irrevocable letter of credit described in Paragraph 9.c., above. The letter of credit 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 in the form prescribed in Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

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

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

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

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

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

[signatures contained on following pages]

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

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

Toll FL Limited Partnership, a Florida limited partnership

By: Toll FL GP Corp., a Florida corporation, its general partner

By: _____

Print Name: ANDRE VIDRINE

Title: Div. Sr. V.P

Date: 12-18-15

STATE OF FLORIDA
COUNTY OF Orange

The forgoing instrument was acknowledged before me this 18 day of Dec, 2015 by Andre Vidrine as Div. Sr. V.P of Toll FL GP Corp., a Florida corporation, the general partner of Toll FL Limited Partnership, a Florida limited partnership, on behalf of said corporation, who is personally known to me or has produced _____ as identification and did/did not take an oath.

(NOTARY SEAL)

[Signature]

Notary Public, State of Florida

Name: _____

Notary Commission No.: _____

My Commission Expires: _____



Royal Cypress Preserve Homeowners Association, Inc., a Florida not-for-profit corporation

By: [Signature]

Print Name: BROCK FANNING

Title: HOA PRESIDENT

Date: 12/21/15

STATE OF FLORIDA

COUNTY OF Orange

The forgoing instrument was acknowledged before me this 21 day of Dec, 2015 by Brock Fanning as HOA President of Royal Cypress Preserve Homeowners Association, a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification and did/did not take an oath.

(NOTARY SEAL)

[Signature]

Notary Public, State of Florida

Name: _____

Notary Commission No.: _____

My Commission Expires: _____



Exhibit "A"

(the Property)

Tract O, ROYAL CYPRESS PRESERVE, according to the plat thereof as recorded in Plat Book 84, Page 60, Public Records of Orange County, Florida.

Exhibit "B"

(Construction Drawings – See Attached)

Exhibit "C"

(Form of Letter of Credit)

TO BE ISSUED ON BANK LETTERHEAD

**Orange County, Florida
Developer Maintenance
Irrevocable Standby Letter of Credit**

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

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

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

Street Address:

City, State, Zip Code:

Mailing Address (if different from above): _____

City, State, Zip Code: _____

Telephone Number;

Fax Number:

() ____ - _____)

() ____ - _____) **Email**

Address: _____

Project Name:

Letter of Credit Number: _____

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

_____ ("Issuer") does hereby establish this

(Name of Issuer)

Irrevocable Standby Letter of Credit number _____ (this "Letter of Credit") in the name of
_____ ("Applicant")

(Name of Applicant)

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

1. Written notice signed by the Orange County Mayor, or authorized representative, stating that the performance of Applicant's obligation set forth in that certain Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility, dated _____ by and between Applicant and Orange County ("Developer's Agreement"), has not been completed yet and this Letter of Credit will expire within thirty (30) days from the date of drawing without being extended or replaced to the Beneficiary's satisfaction; or
2. Written notice signed by the Orange County Mayor, or authorized representative, stating that the Issuer has lost its designation as a "qualified public depository" pursuant to Chapter 280, Florida Statutes, and an acceptable replacement letter of credit has not been received within ten (10) days of the Beneficiary's notification to Applicant; or
3. Written notice signed by the Orange County Mayor, or authorized representative, stating that the Applicant has failed to comply with the requirements as set forth and included in Boat Ramp Permit No. _____ and the Developer's Agreement. Specifically, the notice must state that the Applicant failed to maintain the Boat Ramp Facility in accordance with the requirements of the Boat Ramp Permit, Developer's Agreement, and Section 15.605, Orange County Code.

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

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

(Issuer or Confirming Bank address MUST BE in Orange, Seminole, or Osceola County) when presented by the Beneficiary on or before _____ ("Expiration Date") ***[this date must be one year after the date of the Certificate of Completion]***, or during any period of extension of this Letter of Credit.

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

This Letter of Credit is governed by the following:

- A. The laws of the State of Florida, as amended subsequent to the effective date of this Letter of Credit, including without limitation Chapter 675, Florida Statutes, all other statutes, ail other acts of the Florida Legislature, and all administrative regulations applicable to this Letter of Credit, the issuer, or the Applicant;
- B. The International Standby Practices (ISP) 08, Publication 590, to the extent not in conflict with Chapter 675, Florida Statutes, any other law of the State of Florida, or any administrative regulations applicable to this Letter of Credit, the Issuer, or the Applicant.

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

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

(SEAL)

*Authorized Signature and Title of Financial
Institution Officer*

Printed Name and Title of Authorized Officer

Ivey Groves PD Royal Cypress Estates Boat Ramp Construction Plans

Orange County, Florida Parcel I.D. # 08-24-28-0000-00-003

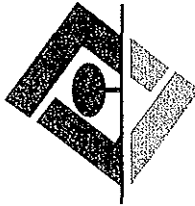
for

Toll Brothers
A Superior Luxury Home Builder

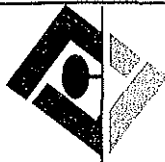
NOTE:

1. THE CONTRACTOR SHALL INSTALL, AS PART OF THE INFRASTRUCTURE AND PRIOR TO CERTIFICATE OF COMPLETION, DROP CURBS AND HANDICAP RAMPS AT ALL INTERSECTIONS OF THE SIDEWALK WITH THE PROPOSED PAVEMENT TO MEET ORANGE COUNTY AND A.D.A. SPECIFICATIONS.
2. THESE CONSTRUCTION PLANS WERE PREPARED IN ACCORDANCE WITH THE MANUAL OF UNIFORM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, FDOT GREEN BOOK, AND THE ORANGE COUNTY REGULATIONS & SPECIFICATIONS.

by



G L SUMMITT
— ENGINEERING INC —



G L SUMMITT
ENGINEERING INC.
Office: Lake Mary
2500 Lake Mary Blvd., Suite 200
Lake Mary, Florida 32746
Phone: (407) 324-0002
Fax: (407) 324-0002
www.gls.com

Toll Brothers, Inc.
296 Commerce Park Drive
Suite 100
Orlando, FL 32819
(407) 345-6000
(407) 345-6006

Royal Cypress
Estates Boat Ramp
Orange County, Florida

Final Construction
Plans

Coversheet

Plans not valid unless signed.

DATE: 07-29-2014
PROJECT: 08-24-28-0000-00-003

DEVELOPER: TOLL BROTHERS, INC.
ENGINEER: G. L. SUMMITT, P.E.

CERTIFICATE OF AUTHORIZATION: 02760

Revisions	
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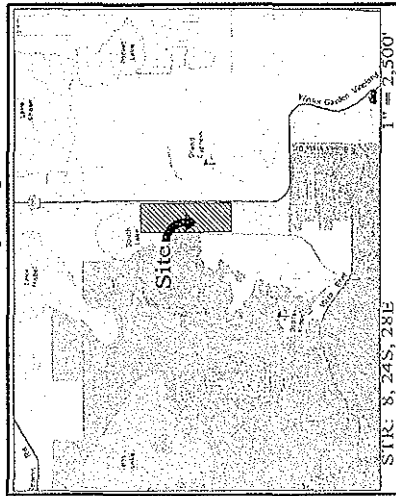
Project Team

Owner Ivey Groves, LTD. 2270 Uniqvo Creek Pk. Kissimmee, FL 34754 Ph: (407) 894-6656 F: (407) 894-6656	Surveyor Gainesboro Associates, Inc. 1273 E. Hubbard St. Orlando, FL 32801 Ph: (407) 894-6656 F: (407) 894-6656	Civil Engineer G. L. Summitt Engineering, Inc. 2500 Lake Mary Blvd., Suite 200 Lake Mary, FL 32746 Ph: (407) 324-0002 F: (407) 324-0002	Landscapes Architect Caly Design Group, Inc. 10000 International Way Suite 103 Maitland, FL 32751 Ph: (407) 740-7373 F: (407) 740-7373
Developer Toll Brothers, Inc. 296 Commerce Park Dr. Suite 100 Orlando, FL 32819 Ph: (407) 345-6000 F: (407) 345-6006	Sanitary Sewer Orange County Utilities 9150 Curry Ford Road Orlando, FL 32803 Ph: (407) 254-0900 F: (407) 254-0900	Drinking Water Orange County Utilities 9150 Curry Ford Road Orlando, FL 32803 Ph: (407) 254-0900 F: (407) 254-0900	Reslainm Water Orange County Utilities 9150 Curry Ford Road Orlando, FL 32803 Ph: (407) 254-0900 F: (407) 254-0900
Electric Service Ingram's Energy 3200 Belmont Creek Rd Lake Mary, FL 32746 Ph: (407) 936-6621	Phone Provider AT&T 1237 S. Division Ave. Orlando, FL 32803 Ph: (407) 331-7100	Cable Provider Unitedstream Networks 844 Magnolia Road Orlando, FL 32801 Ph: (407) 532-8599	Garbage Disposal Orange County Utilities 9150 Curry Ford Road Orlando, FL 32803 Ph: (407) 254-0900 F: (407) 254-0900

Utilities

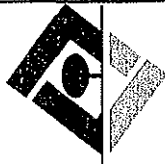
Drinking Water Orange County Utilities 9150 Curry Ford Road Orlando, FL 32803 Ph: (407) 254-0900 F: (407) 254-0900	Sanitary Sewer Orange County Utilities 9150 Curry Ford Road Orlando, FL 32803 Ph: (407) 254-0900 F: (407) 254-0900	Electric Service Ingram's Energy 3200 Belmont Creek Rd Lake Mary, FL 32746 Ph: (407) 936-6621	Phone Provider AT&T 1237 S. Division Ave. Orlando, FL 32803 Ph: (407) 331-7100	Cable Provider Unitedstream Networks 844 Magnolia Road Orlando, FL 32801 Ph: (407) 532-8599
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Vicinity Map



Drawing Index

No.	Title	Revised
1	Coversheet	07-24-14
2	Symbols & Abbreviations	07-24-14
3-4	Boundary Survey	07-24-14
5-6	Topographic Survey	07-24-14
7	General Notes	07-24-14
8	Boat Ramp Site Plan	07-24-14
9	Boat Ramp Drainage & Grading	07-24-14
10	Boat Ramp Plan & Profile	07-24-14
11	Boat Ramp Cross Sections	07-24-14
12	Boat Ramp Details	07-24-14



G L SUMMITT
ENGINEERING INC.
Office: Lake Mary
3667 Silverton Place
Lake Mary, FL 32819
Phone: 407-222-0765
Fax: 407-992-8650
www.gls.com

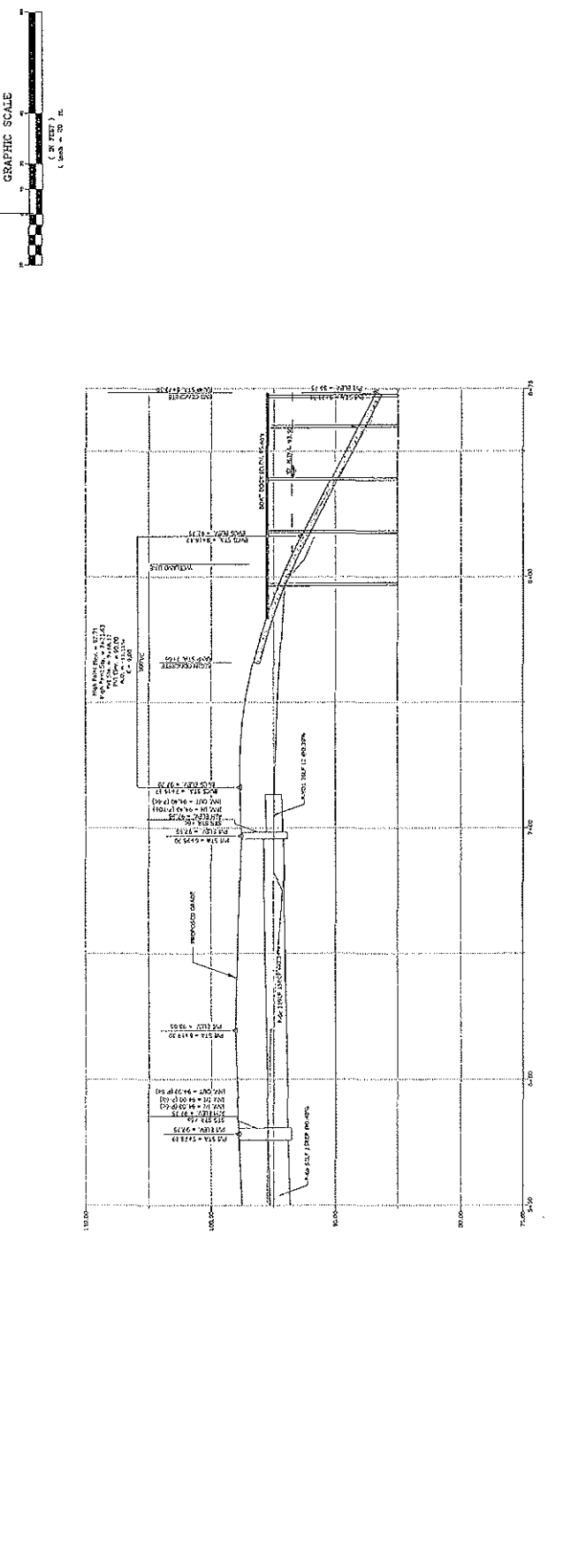
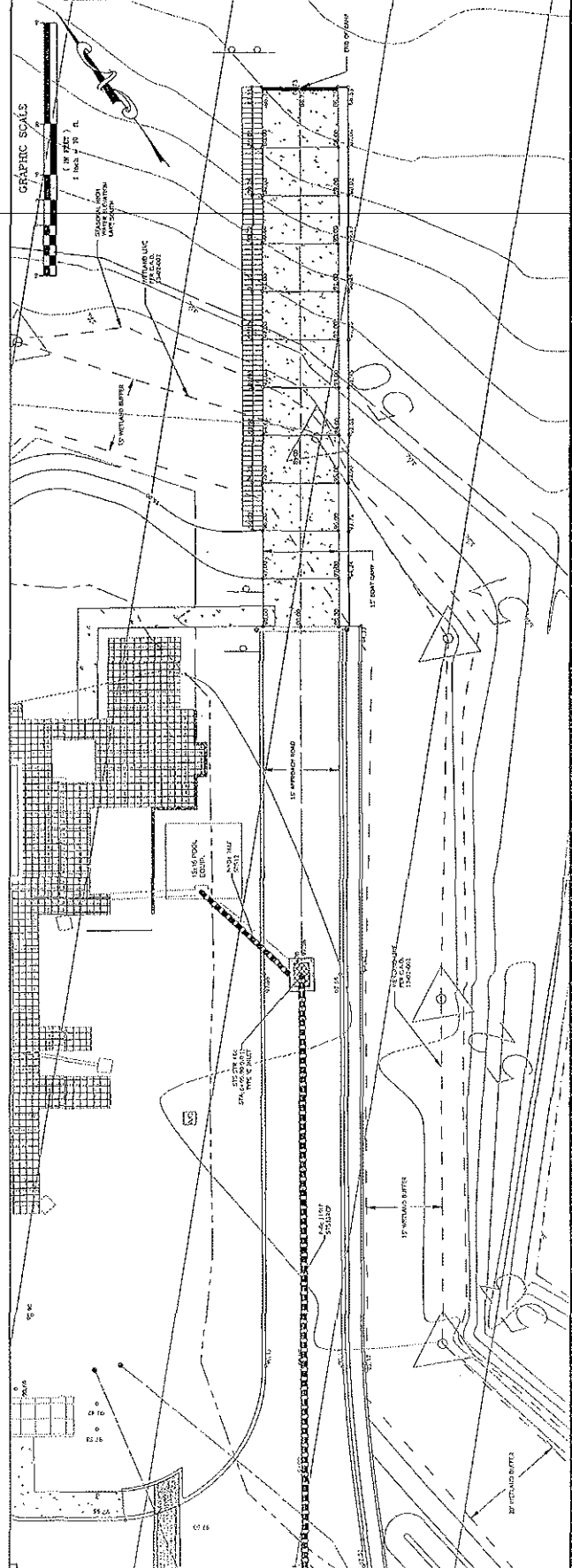
2966 Commence Park Drive
Suite 100
Orlando, FL 32819
(407) 345-6089
888-745-6089

Royal Cypress
Estates Boat Ramp
Orange County, Florida
Final Construction

Plans
Boat Ramp
P&P Boat
Ramp P&P

Drawn and sealed below:
Geography, L. SUMMITT, P.E.
FL Registration #28775
Certificate of Authorization #29063

Revisions	
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G.L. SUMMITT
ENGINEERING INC.
Office: Lake Mary
3667 Simmonen Place
Lake Mary, FL 32746
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Fax: 407-549-8040
www.gls.com

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Orlando, FL 32819
(407) 345-6000
4873 345-6056

Royal Cypress
Estates Boat Ramp
Orange County, Florida

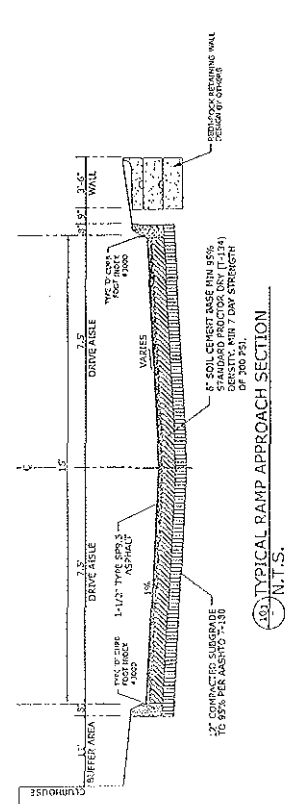
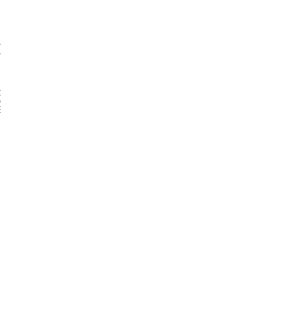
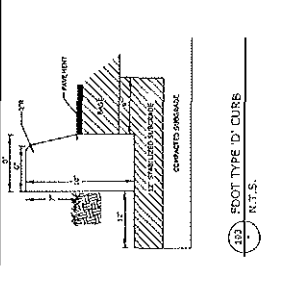
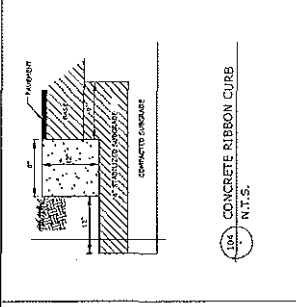
Final Construction
Plans

Boat Ramp
Details

Drawn and Sealed Below:
GEORGE L. SUMMITT, P.E.
Professional Engineer
FL Registration No. 55725
Date: 20 2014
Certificate of Amendment #20665

Revisions

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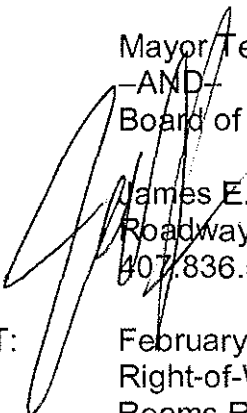


Interoffice Memorandum

AGENDA ITEM

January 25, 2016

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

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407.836.5610

SUBJECT: February 16, 2016 – Consent Item
Right-of-Way Agreement Lakeside Neighborhood
Reams Road

The Roadway Agreement Committee has reviewed a Right-of-Way Agreement ("Agreement") between Sant Commercial Building, Inc. ("Owner") and Orange County for the dedication of right-of-way for Reams Road. Within 120 days of the effective date of this Agreement, the Owner shall convey to Orange County a total of 0.43 acres of right-of-way for Reams Road by warranty deed or by plat. The value of the right-of-way in the amount of \$22,500 per acre for the 0.43 acres to be dedicated equals \$9,675. The Owner has waived the receipt of transportation impact fee credits in this amount in anticipation of a proposed Petition to vacate which is being considered by Orange County in favor of Owner who will also be providing a drainage easement over the area back to Orange County.

The Roadway Agreement Committee approved the Right-of-Way Agreement on September 16, 2015. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Right-of-Way Agreement LakeSide Neighborhood Reams Road by and between Sant Commercial Building, Inc. and Orange County for the conveyance of 0.43 acres of right-of-way for Reams Road for no transportation impact fee credits. District 1

JEH|HEGB:rep

Attachments

Prepared by and after recording return to:
Anil Sant
1718 Whitney Isles Drive
Windermere, Fl 34786

Tax Parcel I.D. Nos.:01-24-27-0000-00-021
36-23-27-0000-00-002

RIGHT-OF-WAY AGREEMENT

LakeSide Neighborhood

Reams Road

This Right-of-way Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Sant Commercial Building, Inc. ("Owner"), a Florida corporation, whose mailing address is 1718 Whitney Isles Drive, Windermere Florida 34786, and Orange County, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown in the project location map identified as Exhibit "A", and as more particularly described on "Exhibit B" (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner is developing the Property as a neighborhood commercial development (the "Project"); and

WHEREAS, Owner is willing to convey to County certain portions of the Property in connection with the Project; and

WHEREAS, the Orange County Engineer has declared Reams Road to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land to County.

NOW, THEREFORE, Owner and County (the "Parties") agree as follows:

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

Section 2. Conveyance of Land to County by Owner.

(a) **Conveyed Lands.** Within one hundred twenty (120) days from the Effective Date, Owner shall convey to County marketable fee title to those lands described in the legal description and sketch of description attached hereto as Exhibit "C" and incorporated by this reference (the "Conveyed Lands").

In the event conveyance does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(b) *Procedure.* The conveyance of the Conveyed Lands shall be by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the following paragraphs (c), (e), and (f) will not apply. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(c) *Title Policy.* No less than thirty (30) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(d) *Value of Conveyed Lands.* The value of the land to be conveyed by Owner to County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time.

The Parties hereby agree that the value of the Conveyed Lands to be conveyed by Owner to County, in return for credits against transportation impact fees to be paid in the future in connection with the Project, is \$9,675.00. This total results from an agreed-upon fair market value of \$ 22,500.00 per acre, or fraction thereof, and a total acreage of 0.43 acre(s).

(e) *Environmental Audit.* No less than thirty (30) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County's satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

(f) *Compliance with Section 286.23, Florida Statutes.* Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

Section 3. Waiver of Transportation Impact Fee Credits. Owner previously requested that County vacate certain right-of-way not directly affected by the conveyance of land contemplated by this Agreement, as described in the attached and incorporated Exhibit "D." In consideration of such anticipated vacation, Owner is waiving the receipt of transportation impact fee credits for the value of the Conveyed Lands. If the petition is denied by the Board of County Commissioners, the parties agree to meet in good faith to re-visit the question of impact fee credits.

Section 4. Utilities. This agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 5. Notice. Any notice delivered with respect to this Agreement 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: Sant Commercial Building Inc.
1718 Whitney Isles Drive
Windermere FL 34786
Attention: Anil Sant

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

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

Section 6. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or

other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

Section 7. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of 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.

Section 9. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 10. Further Documentation. 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.

Section 11. Limitation of Remedies. County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) *Limitations on County's remedies.* Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or

- (ii) the right to set off, against any amounts of impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Conveyed Lands or any other portion of the Property as County may lawfully elect.

(b) *Limitations on Owner's remedies.* Upon any failure by County to perform its obligations under this Agreement, 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 Agreement 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 Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 12. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 13. Counterparts. This Agreement and any amendment(s) may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which 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.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____

Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print: _____

Sant Commercial Building, Inc., a Florida corporation

By: [Signature]

Print Name: Anil Sant

Title: President

Date: 10/27/15

WITNESSES:

[Signature]
Print Name: LISA P. [Signature]

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Anil Sant, President of Sant Commercial Building Inc., who is known by me to be the person described herein and who executed the foregoing, this 27 day of October 2015. S/he is personally known to me or has produced credentials as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of October, 2015

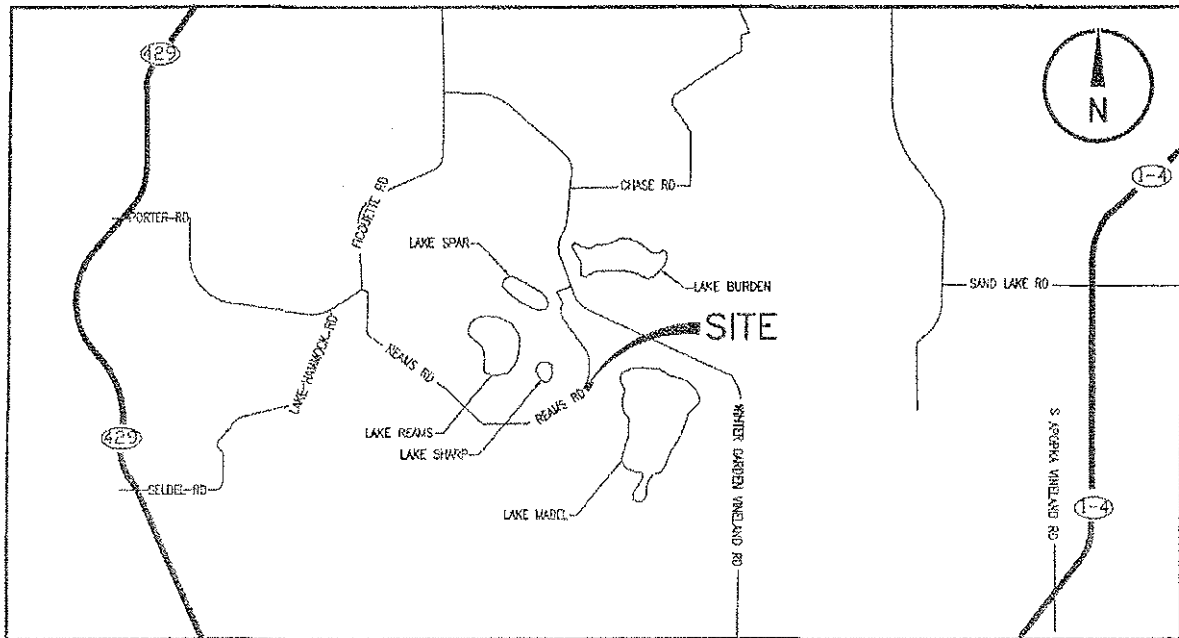
[Signature]
Notary Public

Print Name: Victoria Vansicklin

My Commission Expires: 10/18/18

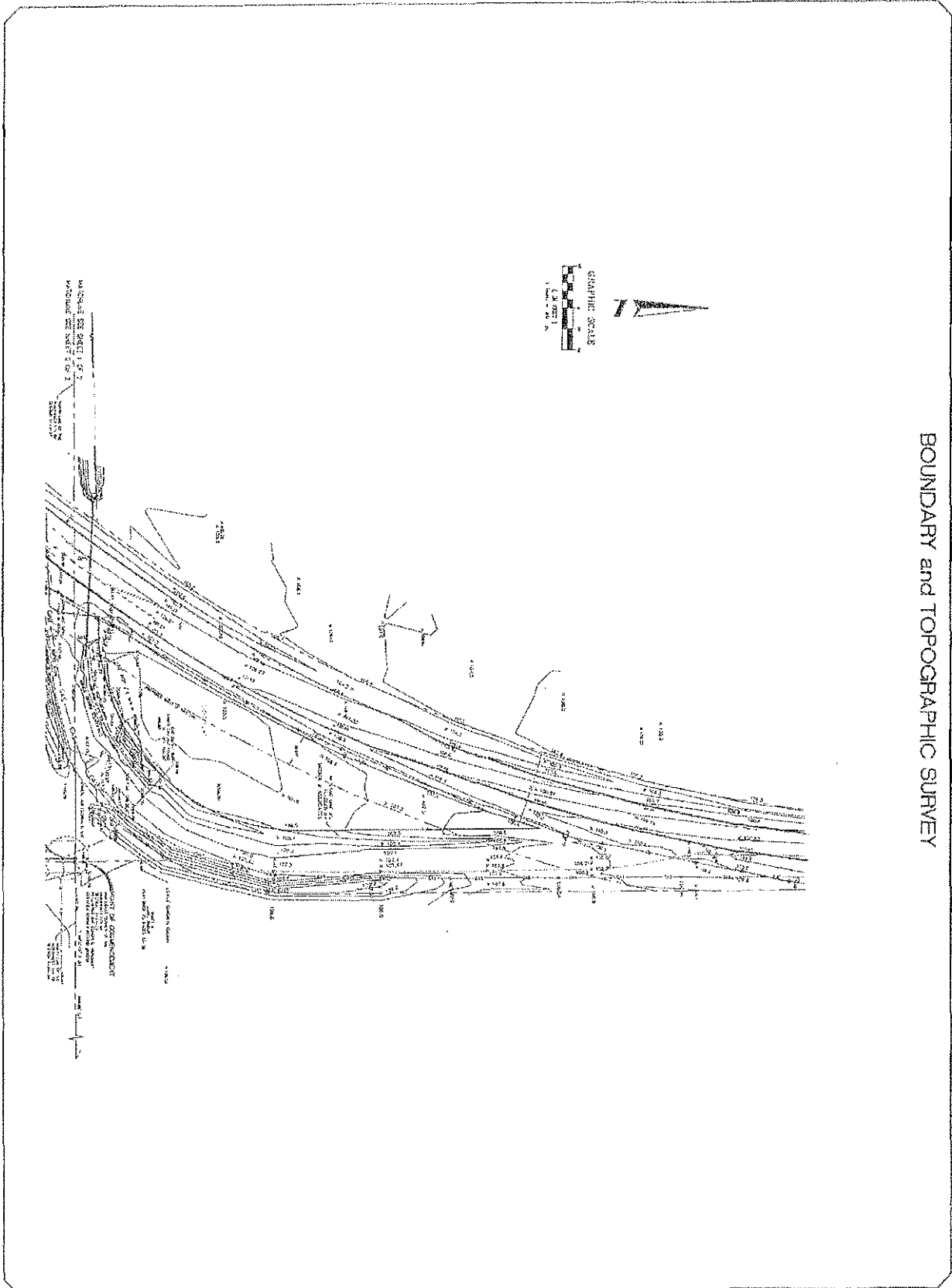


EXHIBIT A



VICINITY MAP

BOUNDARY and TOPOGRAPHIC SURVEY




SHEET 2 OF 2	CERTIFIED TO:	ALTA/ACSM LAND TITLE BOUNDARY SURVEY OF TRICKLE SOUTH COMMERCIAL PARCEL SECTION 1 TOWNSHIP 24 SOUTH RANGE 27 EAST ORLAND COUNTY, FLORIDA	16 SOUTH FLAVIN STREET ORLAND COUNTY, FLORIDA 32054 (904) 226-0000
	ALLIANCE SURVEYING & MAPPING, INC. 16 SOUTH FLAVIN STREET ORLAND COUNTY, FLORIDA 32054 (904) 226-0000	ALLIANCE SURVEYING & MAPPING, INC. 16 SOUTH FLAVIN STREET ORLAND COUNTY, FLORIDA 32054 (904) 226-0000	ALLIANCE SURVEYING & MAPPING, INC. 16 SOUTH FLAVIN STREET ORLAND COUNTY, FLORIDA 32054 (904) 226-0000

SCHEDULE "A"
LEGAL DESCRIPTION
Parcel 101, Estate: Fee Simple
Purpose: Road Right of Way

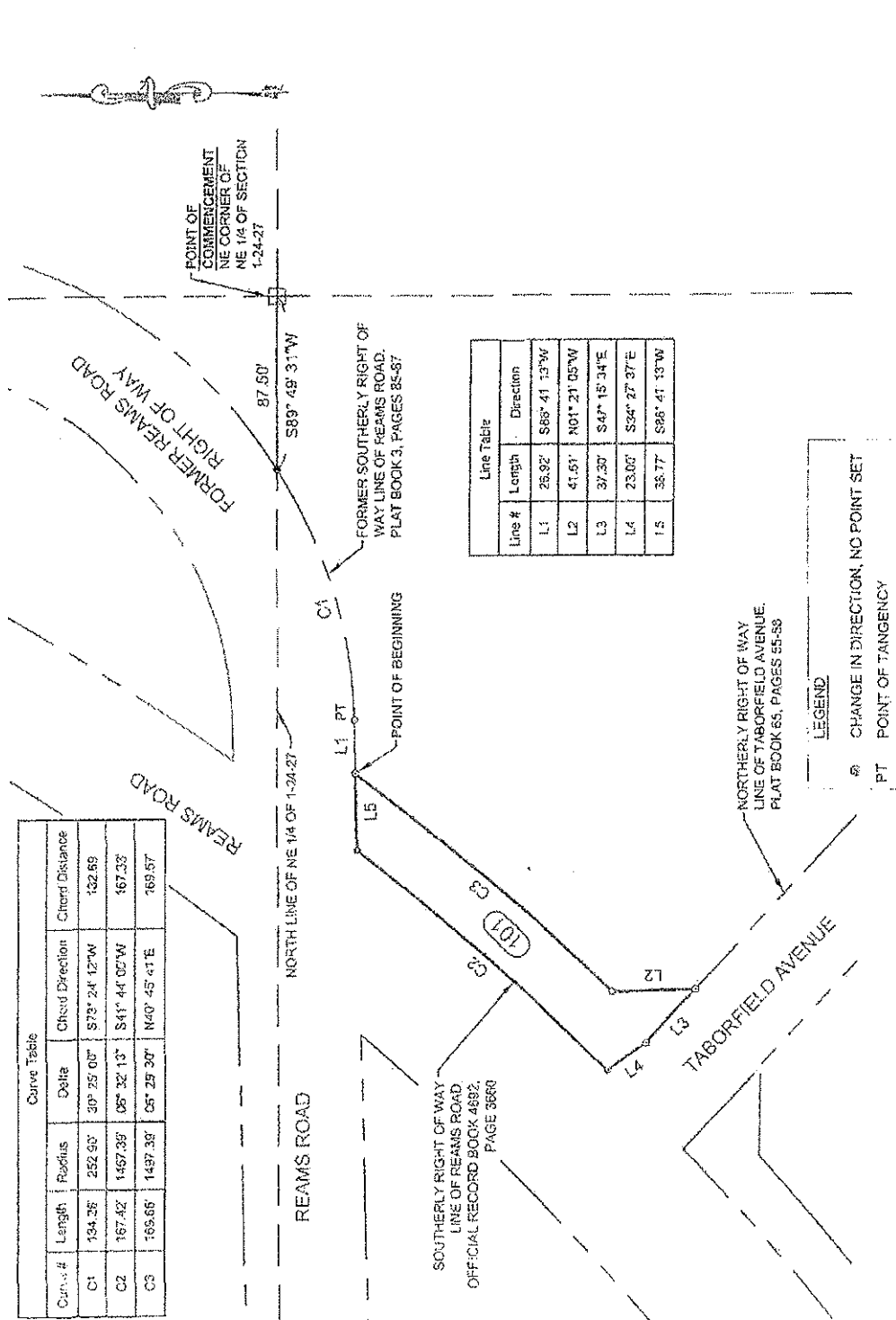
Commence at the Northeast corner of the Northeast 1/4 of Section 1, Township 24 South, Range 27 East, Orange County, Florida; thence run S 89°49'31" W along the North line of said Northeast 1/4 for a distance of 87.50 feet to point lying on the former Southerly right of way line of Reams Road as recorded in Plat Book 3, pages 85-87, as recorded in the Public Records of Orange County, Florida; said point lying on a non-tangent curve, concave Northwesterly with a radius of 252.90 feet, a central angle of 30°25'00", a chord bearing of S 73°24'12" W, and a chord distance of 132.69 feet; thence run along the arc of said curve Southwesterly for a distance of 134.26 feet; thence continue along said former Southerly right of way line S 88°41'13" W for a distance of 26.92 feet to the Point of Beginning; thence continue along said former Southerly right of way line S 88°41'13" W for a distance of 38.77 feet to a point on the Southerly right of way line of Reams Road as recorded in Official Record Book 4692, page 3660 of the Public Records of Orange County, Florida; said point lying on a non-tangent curve concave Northwesterly having a radius of 1467.39 feet, a central angle of 06°32'13", a chord bearing of S 41°44'00" W, and a chord distance of 167.33 feet; thence run along the arc of said curve Southwesterly for a distance of 167.42 feet to a point lying on the Northerly right of way line of Taborfield Avenue as recorded in Plat Book 65, pages 55-58 of the Public Records of Orange County, Florida; thence run along said Northerly right of way line S 34°27'37" E for a distance of 23.00 feet; thence continue along said Northerly right of way line S 47°15'34" E for a distance of 37.30 feet; thence, departing said right of way line, run N 01°21'05" W for a distance of 41.61 feet to a point on a non-tangent curve, concave Northwesterly having a radius of 1497.39 feet, a central angle of 06°29'30", a chord bearing of N 40°45'41" E, and a chord distance of 169.57 feet; thence run along the arc of said curve for a distance of 169.66 feet to the Point of Beginning.

All being and lying in Section 1, Township 24 South, Range 27 East, Orange County, Florida. Containing 5,969.81 square feet, or .14 acres, more or less.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Washington	DATE: 4/24/14	SECTION: 1	SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	DRAWING SCALE: NTS
CHECKED BY: Doynes	JOB No: 7472	TOWNSHIP: 24		PROJECT NUMBER
APPROVED BY: Doynes	DRAWING FILE: Reams Rd Widening	RANGE: 27		7472
REVISION DATE: 5/9/14	Parcel 101	SHEET 1 OF 2		

**SCHEDULE "A"
SKETCH OF DESCRIPTION
Parcel 101, Estate: Fee Simple
Purpose: Road Right of Way**



I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTS THE BEST OF MY KNOWLEDGE AND BELIEF IT HAS BEEN PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF FLORIDA. I HAVE NOT BEEN ADVISED OF ANY INTERESTS IN THE PROPERTY DESCRIBED HEREIN THAT I AM NOT AWARE OF AT THE TIME OF PREPARATION OF THIS SKETCH AND THE ORIGINAL SURVEY IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY. I HAVE NOT BEEN ADVISED OF ANY INTERESTS IN THE PROPERTY DESCRIBED HEREIN THAT I AM NOT AWARE OF AT THE TIME OF PREPARATION OF THIS SKETCH AND THE ORIGINAL SURVEY IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY.

STATE OF FLORIDA
REGISTERED PROFESSIONAL SURVEYOR
AND MAPPER
LICENSE NO. 5179

SKETCH AND DESCRIPTION
THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 61-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 1-24-27, BEING S 87° 42' 31" W, ASSUMED.
 2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
 3. THERE MAY BE OTHER RECORDS, DOCUMENTS, FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
 4. NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED.

PREPARED FOR:
Engineering -
Design Section

DRAWING SCALE:
1" = 80'

PROJECT NUMBER
7472

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

DRAWN BY: Washington	DATE: 4/24/14	SECTION: 1
CHECKED BY: Daynes	JOB No: 7472	TOWNSHIP: 24
APPROVED BY: Daynes	DRAWING FILE: Reams Rd Widening Parcel 101	RANGE: 27
REVISION DATE: 5/9/14		SHEET 2 OF 2

**PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION**

ORANGE COUNTY
FLORIDA


4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7940

SCHEDULE "A"
LEGAL DESCRIPTION
Parcel 102, Estate: Fee Simple
Purpose: Road Right of Way

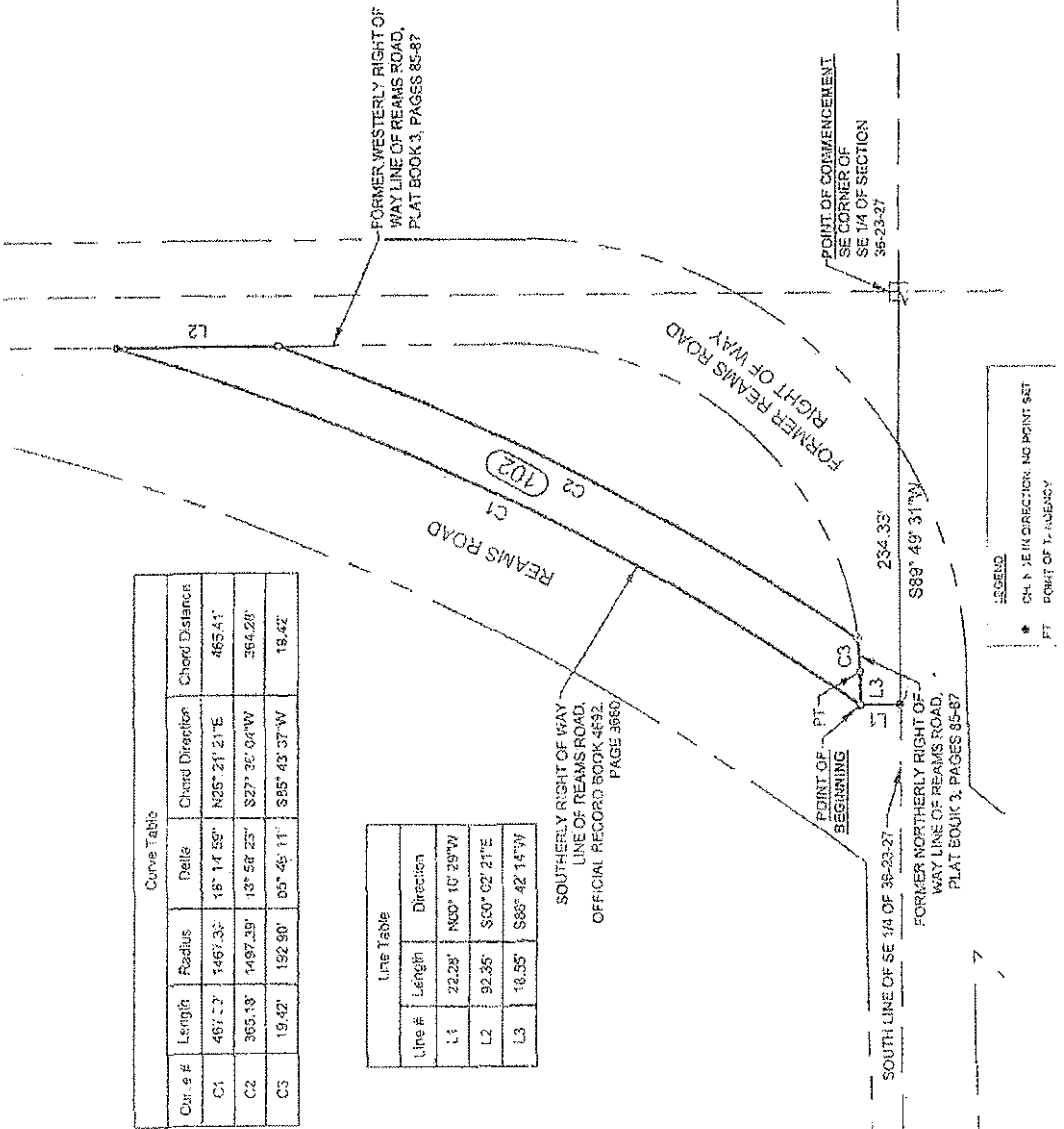
Commence at the Southeast corner of the Southeast 1/4 of Section 36, Township 23 South, Range 27 East; thence run S 89°49'31" W along the South line of said Southeast 1/4 for a distance of 234.33 feet; thence run N 00°10'29" W for a distance of 22.28 feet to a point lying on the Southerly right of way line of Reams Road, as recorded in Official Record Book 4692, Page 3660 of the Public Records of Orange County, Florida, said point also being the Point of Beginning; said point also lying on a non-tangent curve, concave Northwesterly with a radius of 1467.39 feet, a central angle of 18°14'59", a chord bearing of N 26°21'21" E, and a chord distance of 465.41 feet; thence run along the arc of said curve for a distance of 467.39 feet to a point lying on the former Westerly right of way line of Reams Road as recorded in Plat Book 3, Pages 85-87 of the Public Records of Orange County, Florida; thence departing said former Southerly right of way line, run S 00°02'21" E for a distance of 92.35 feet to a point on a non-tangent curve, concave Northwesterly; said curve having a radius of 1497.39 feet, a central angle of 13°58'23", a chord bearing of S 27°36'04" W, and a chord distance of 364.28 feet, thence run along the arc of said curve for a distance of 365.18 feet to a point lying on a non-tangent curve, concave Northerly, and also lying on the former Northerly right of way line of Reams Road as recorded in Plat Book 3, pages 85-87, of the Public Records of Orange County, Florida; said curve having a radius of 192.90 feet, a central angle of 05°46'11", a chord bearing of S 85°43'37" W, and a chord distance of 19.42 feet; thence run along the arc of said curve for a distance of 19.42 feet to a point of tangency; thence continue along said former Northerly right of way line S 88°42'14" W for a distance of 18.55 feet to the Point of Beginning.

All being and lying in Section 36, Township 23 South, Range 27 East, Orange County, Florida. Containing 12,460.84 square feet, or .29 acres, more or less.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

PREPARED FOR: Engineering Design Section		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Washington	DATE: 4/24/14	SECTION: 36	SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 856-7940	DRAWING SCALE: NTS
CHECKED BY: Daynes	JOB No: 7472	TOWNSHIP: 23		PROJECT NUMBER
APPROVED BY: Daynes	DRAWING FILE: Reams Rd Widening	RANGE: 27		7472
REVISION DATE: 5/9/14	Parcel 102	SHEET 1 OF 2		

SCHEDULE "A"
SKETCH OF DESCRIPTION
 Parcel 102, Estate: Fee Simple
 Purpose: Road Right of Way



I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREIN IS A TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM A SURVEYOR IN THE STATE OF FLORIDA, LICENSE NO. 10000, EXPIRES 12/31/14. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY FOR THIS SKETCH OF DESCRIPTION. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY FOR THIS SKETCH OF DESCRIPTION. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY FOR THIS SKETCH OF DESCRIPTION. I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY FOR THIS SKETCH OF DESCRIPTION.

5/9/14
 PRINT DATE

Mark A. Daynes
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA - LICENSE NO. 10000

SKETCH AND DESCRIPTION
 THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH S.L.T. FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

- NOTES:**
1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 36-23-27, BEING S 89° 45' 21" W, ASSUMED.
 2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
 3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
 4. NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED.

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

DRAWN BY: Washington	DATE: 4/24/14	SECTION: 36	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32835-8205 (407) 836-7840	PREPARED FOR: Engineering - Design Section
CHECKED BY: Daynes	JOB No: 7472	TOWNSHIP: 23		DRAWING SCALE: 1" = 100'
APPROVED BY: Daynes	DRAWING FILE: Rearns Rd Widening Parcel 102	RANGE: 27		PROJECT NUMBER 7472
REVISION DATE: 5/9/14		SHEET 2 OF 2		



January 25, 2016

AGENDA ITEM

TO: Mayor Teresa Jacobs
And
Board of County Commissioners

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

FROM: Sherry Paramore, Manager *SP*
Community Action Division

**CONTACT: Eddie Brown, Program Manager
(407) 254-9108**

**SUBJECT: License agreement with YMCA Teen Achievers for Holden Heights
Community Center
February 16, 2016 Consent Agenda**

Orange County's Family Services Department, through its Community Action Division, operates and manages the Holden Heights Community Center. YMCA Teen Achievers is a non-profit organization that requests use of designated space at the Holden Heights Community Center to provide services beneficial to the citizens and general public of Orange County. This license agreement establishes conditions for the use of space and community partnership with the Community Action Division. The term of the license agreement is one year with two additional one year automatic renewals.

**ACTION REQUESTED: Approval of License Agreement between Orange
County, Florida and YMCA Teen Achievers
regarding the use of Orange County's Community
Centers for the Holden Heights Community Center.**

/SP

Attachment

C: George A. Ralls, M.D., Deputy County Administrator
Lonnie C. Bell, Jr., Director, Family Services Department
Wanzo Galloway, County Attorney's Office
John Petrelli, Risk Management
Jamillem Clemens, Finance
Patria Morales, Management & Budget Advisor
Yolanda Brown, Fiscal Manager

LICENSE AGREEMENT
Between
ORANGE COUNTY, FLORIDA
And
YMCA TEEN ACHIEVERS
Regarding the
USE OF ORANGE COUNTY'S COMMUNITY CENTERS

THIS AGREEMENT is made and entered into this 16th day of February, 2016, by and between Orange County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County") and YMCA Teen Achievers, an entity properly organized under the laws of the State of Florida (hereinafter referred to as "Agency").

RECITALS

WHEREAS, County is the owner of that certain real property located in Orange County, Florida, called the **Holden Heights Community Center** located at **1201 20th Street, Orlando, FL 32805-4632** listed on Attachment A (herein referred to as "Premises"); and

WHEREAS, Agency seeks a license to enter the Premises to provide its services outlined hereinafter for the use and benefit of the citizens and general public of Orange County; and

WHEREAS, the County agrees to permit Agency on the Premises under the terms and conditions set forth in this Agreement; which may include a referenced attachment and exhibit, and thereby made a part of this Agreement; and

WHEREAS, the Agency's services herein serves a valid public purpose; and

WHEREAS, County and Agency agree that their mutual understanding and cooperation are necessary for the parties to conduct their respective programs, projects, activities and services on the Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

Section 2. Purpose of License. The purpose of the license is for the use of the Premises. The Premises shall be utilized by the Agency under the administrative management and approval of the County's Community Action Division (herein after referred to as "CAD") in accordance with its divisional policies and procedures and only for the lawful purposes outlined herein. The consumption or use of alcoholic beverages is expressly prohibited on the Premises at all times.

Agency shall use a portion of the Premises during the following periods: Monday through Saturday weekly from 8:00 a.m. to 8:00 p.m. Agency may also use common areas such as meetings/conference rooms, etc. with the consent of the Center Manager or his/her designee.

Section 3. Services to be Provided. Agency shall provide the following services during the dates and times herein specified within Attachment A.

Section 4. Value of Services. The value of the services provided by this Agreement shall be on an in-kind basis and there shall be no monetary payment made for services rendered.

Section 5. Indemnity, Safety and Insurance

- a. Indemnity: If there are any claims for damages attributed to the negligence, errors or omissions of the AGENCY, their agents or employees while providing the services called for herein, it is understood and agreed the AGENCY shall defend, indemnify and hold harmless the COUNTY from any and all losses, costs, liabilities, damages, and expenses arising out of such claims or litigation asserted as a result hereof. However, the AGENCY shall not be responsible for acts or omissions of the COUNTY, its agents, or employees, or of third parties, which result in bodily injury to persons or property. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida indemnification shall follow the provisions of Section 768.28, Florida Statutes.
- b. Protection of Persons and Property:
 - i. The AGENCY shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this License. The AGENCY shall take all reasonable precautions for the safety and protection of:
 - ♦ All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
 - ♦ All property, materials and equipment on the premises under the care, custody or control of the AGENCY; and
 - ♦ Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.
 - ii. AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents or employees onto the COUNTY property and that the COUNTY shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
 - iii. The AGENCY shall comply with and shall ensure that its contractors comply with , all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes but is not limited to the following:
 - ♦ Occupational Safety & Health Act (OSHA)National
 - ♦ Institute for Occupational Safety & Health
 - ♦ (NIOSH)National Fire Protection Association (NFPA)

The AGENCY must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

- iv. In any emergency affecting the safety of persons or property, the AGENCY will act with reasonable care and discretion to prevent any threatened damage, injury or loss.
- v. The Agency agrees to ensure confidentiality of client information related to any client of the Agency or the County related to this agreement and to limit access to the premises to duly authorized staff or clients receiving specified services. Agency shall maintain space in appropriate condition as to customary wear and cleanliness and return furnishings and equipment to its original order upon vacating premises after each use.
- vi. The Agency will comply with and shall ensure that its contractors comply with County's insurance requirements as set forth in paragraph 6, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

c. Insurance

- i. The AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY's review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Contract.
- ii. The AGENCY shall require and ensure that each of its sub-contractors/consultants providing services hereunder (If any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
- iii. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:
 - 1. Workers' Compensation - The AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident

of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY if services are being provided at COUNTY facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any AGENCY using an employee leasing arrangement shall complete the Leased Employee Affidavit attached herein as Exhibit XX.

2. Commercial General Liability - The AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability – The AGENCY shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the AGENCY does not own automobiles the AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. Commercial Crime or Third Party Fidelity Bond- The commercial crime policy or fidelity bond shall include coverage for employee dishonesty on a blanket basis with limits of not less than the full amount of this agreement as specified in Article II, Section 1 or as amended from time to time. The bond shall be endorsed to cover third-party liability and shall include a third-party beneficiary clause in favor of the COUNTY. The bond shall include a minimum twelve (12) month discovery period when written on a claims-made basis.
5. Professional Liability – Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.

- iv. If the AGENCY is an agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the AGENCY may self-insure its liability with coverage limits of \$100,000 per person and \$200,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the COUNTY.
- v. When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of AGENCY'S most recent annual report or financial statement. For policies written on a "Claims-Made" basis the AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the AGENCY agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the AGENCY of the obligation to provide replacement coverage.
- vi. The AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- vii. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
- viii. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- ix. The AGENCY shall provide to the COUNTY current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the AGENCY shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above (Exhibit XX). For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Linda Carson
Purchasing and Contracts Division
400 East South Street
Orlando, Florida 32801

Section 6. Term and Termination. The initial term of this License shall be for one (1) year commencing from the date of full execution of this Agreement with two (2) additional one (1) year automatic renewals. The maximum term of this Agreement shall be for no more than three consecutive (3) years from the date of full execution of this Agreement. The parties understand and agree that this Agreement is a license to enter upon Premise and confers no rights to occupancy of the Premises by the Agency. The County, in its sole discretion, may terminate this license at any time.

Section 7. Evaluation. Each year during the term of this Agreement, the Organization shall submit monthly reports, twelve (12) in total, documenting the services it has provided on the Premises. Said reports must be provided to CAD's Division Manager or his/her designee, at the Community Center where services are provided. The report must be provided on or before the 5th business day of the month that follows each month. SEE ATTACHMENT "B" for the report format.

Section 8. Assignment. This Agreement is intended for the exclusive privilege and benefit of the undersigned; any assignment to another agency, department, entity, or person, is strictly prohibited and shall vest in the non-assigning party the immediate right to terminate, unless provided, in advance, by written instrument executed by both parties.

Section 9. No Third-Party Beneficiary. It is specifically agreed between the County and the Organization that this Agreement is not intended, by any of the provisions of any part of this Agreement, to create or establish in any third party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Agreement. The duties, obligations and responsibility of the County and the Organization with respect to third parties shall remain as imposed by law.

Section 10. Sovereign Immunity. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by any party of its sovereign immunity under Section 768.28, Florida Statutes.

Section 11. Breach of Agreement. The failure of Agency, its employees or contractor(s) to comply with any covenant or condition of this Agreement shall constitute a breach of the Agreement. If the breach of this Agreement is not material and can be readily cured, the County may, in its sole and absolute discretion, give Agency ten (10) calendar days written notice and an opportunity to cure the breach within thirty (30) days before terminating this Agreement. Nothing herein shall be construed to interfere with the County's absolute right to terminate this License Agreement without cause.

Section 12. Compliance with Applicable Laws. The Agency shall observe and comply with all applicable federal, state and local rules, orders, laws and regulations pertaining to the use of the Premises. Nothing in this Agreement shall be construed to relieve Agency of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

Section 13. Effective Date. The effective date of this Agreement shall be the date it is executed by the County.

Section 14. Notices. All notices to either party shall be given by certified mail, return receipt requested, or in person with proof of delivery.

Notices to the County shall be submitted to:

Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

And

Sherry Paramore, Manager
Orange County Family Services Department
Community Action Division
2100 East Michigan Street
Orlando, Florida 32806

Notices to the Agency shall be submitted to:

Wilhemina Ford, Executive Director
YMCA Teen Achievers
433 N. Mills Avenue
Orlando, FL 32803-5721

Section 14. Entire Agreement. The entire agreement between parties with respect to the subject matter herein is contained in this Agreement. No other agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

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

By: Deputy Clerk

Date: _____

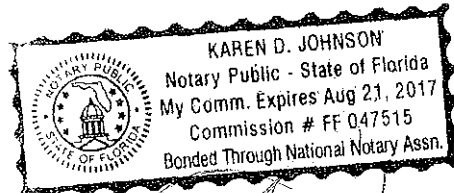
YMCA TEEN ACHIEVERS

By: Shannon Matthews

Shannon Matthews
Printed Name

Vice President of Youth Development
Title

Date: 1/25/16



NOTARY

Karen D. Johnson 1/25/16

EXHIBIT XX

LEASED EMPLOYEE AFFIDAVIT

TERM CONTRACT #Y_____

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ATTACHMENT "A"

PROGRAM LOCATION

Holden Heights Community Center
1201 20th Street
Orlando, Florida 32805-4632

PROGRAM DESCRIPTION

The YMCA Teen Achievers reaches into the heart of the community for both its Adult Achiever Volunteers and Youth/Teen Achievers. By recognizing and utilizing the talents of African-American, Hispanic and others who are successful in their careers, they bring a much needed positive influence into the lives of many young people.

Days the services will be provided:

The services will be provided Monday through Saturday between 8:00 am to 8:00 p.m. as scheduled with the Community Center Manager.

Services provided:

The YMCA Teen Achievers will provide services to students attending the surrounding schools to get career counseling and coaching to help parents and students understand the preparation for college entrance and financial assistance that is available. Also, provide Life-Skill training to the parents and students.

Outcomes and Measureable Objectives:

- To help youth and teens raise their academic expectations.
- To expose students to diverse career and technical education options.
- Interact with mentors whose success and knowledge will inspire students to reach their personal goals.
- Assist teens in setting and pursue their post-secondary goals.
- To create channels for continuing community involvement by business and industry.

The Agency will provide data to the County as specified to demonstrate that provision of county space at no cost is justified.

ATTACHMENT "B"

PARTNER REPORT FORM

Name of Organization: YMCA Teen Achievers

Community Center: _____

Submitted for the month of: _____

Description of services provided	National Performance Indicator(s) (NPI)	Number of clients served	Number of clients achieving NPI outcome (Provide supporting documentation).

Supporting documentation for outcome completion included with the report. Yes ___ No ___

Name of staff submitting report

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Provinsure 9700 International Dr Orlando FL 32819	CONTACT NAME: Faiza Sarshon PHONE (A/C No. Ext): (407) 370-0776 E-MAIL ADDRESS: fsarshon@provinsure.com FAX (A/C No.): (407) 370-0931
INSURER(S) AFFORDING COVERAGE	
INSURER A: The North River Insurance Co	NAIC #: 21105
INSURER B: United States Fire Insurance Co	NAIC #: 21113
INSURER C: Retail First Insurance Company	NAIC #: 10700
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER** Master **REVISION NUMBER:** REV 12-22-2015

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSD) (WVQ)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		506-881335-6	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		506-881335-6	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5821037145	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	520-20730	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
 Re: Use of Holden Heights Community Center

CERTIFICATE HOLDER Holden Heights Community Center 1201 W 20th Orlando, FL 32805	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stephen Bacot/Faiser <i>Stephen Bacot</i>
--	--

ACORD 25 (2014/01)
INS025 (01/14/01)

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FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

SUCCESS LOOKS GOOD ON YOU

JOIN THE YMCA TEEN ACHIEVERS AND
LEARN MORE ABOUT THESE EXCITING
CAREERS FROM EXPERTS IN THEIR FIELDS!

YMCA Teen Achievers
Orientation Session

Thursday, September 24, 2015
6:00pm-8:00pm

or

Saturday, September 26, 2015
10:00am-12:00pm

HOLDEN HEIGHTS COMMUNITY CENTER
1201 20th Street
Orlando, FL 32805

Orientation Outline

- Complete registration forms
- Teen Achievers Overview
- 2015 Fall College Tour
- Career & College Readiness
- Snacks will be provided

**COLLEGE PREP
WORKSHOPS
ALSO AVAILABLE
(9TH-12TH)**



9th—12th Grades &
Parents Welcome!



Supported by:



Heart of Florida United Way

LIKE US ON FACEBOOK
[facebook.com/YMCAofCentralFloridaTeenAchievers](https://www.facebook.com/YMCAofCentralFloridaTeenAchievers)

**MORE INFORMATION CONTACT - MS. DANA BELL | DBELL@CFYMCA.ORG | PROGRAM COORDINATOR
MS. LATONYA BLAIR | LBLAIR@CFYMCA.ORG | PROGRAM DIRECTOR | 407-230-3567**



YMCA OF CENTRAL FLORIDA TEEN ACHIEVERS

Overview of the YMCA Teen Achievers

The YMCA of Central Florida Teen Achievers reaches into the heart of the community for both its Adult Achievers and Teen Achievers. By recognizing and utilizing the talents of African-American, Hispanic and other adult volunteers who are successful in their careers, Adult Achievers brings a much-needed positive influence into the lives of many young people. Every participant stands to gain something from YMCA Teen Achievers.

WHAT ARE TEEN ACHIEVERS GOALS:

- To help teens raise their academic expectations
- Expose students to diverse career options
- Interact with mentors whose success and knowledge will inspire students to reach their personal goals
- Assist teens in setting and pursue their post-secondary goals

TARGET AUDIENCE:

YMCA Teen Achievers enrolls participants in middle and high school, from all income and academic levels to include targeted underserved communities in Orange, Osceola, Seminole, Lake and Marion Counties. We recruit students that are "under" achievers, "average" achievers and "high" achievers.

MEETING LOCATION:

YMCA Teen Achievers meet at high schools, middle schools, community centers and YMCA's.

MEETING DATES AND TIMES:

The YMCA Teen Achievers usually meet during the months of September through May. Meeting dates will vary based on the program location to include twice a month on alternate Saturday mornings, after school hours, weekday evenings and other convenient times.

CORE COMPONENT:

Teen Achievers core component is the relationship established between the Adult Achievers and Teen Achievers during the career cluster and college prep sessions.

Career Cluster options:

- Business/Entrepreneurship
- Leadership 6th – 8th
- Education
- Financial Literacy
- STEM: Science Technology Engineering & Math
- Medical/Health Services
- Scholar Baller/Athletes Only
- Jr –Sr Seminars/College Prep
- Criminal Justice/Military
- Youth In Government
- Media/Communications
- CTE: Career and Technical Education

PARENT/GUARDIAN EXPECTATIONS: We host parent workshops at least once a month. Parental participation is vital to the success of everything we do for each child.

YMCA of Central Florida Teen Achievers | 433 N. Mills Avenue, Orlando, FL 32803
Wilhemina Ford, Executive Director | 407.616.2676 or 407.896.9220 | Email: Minaford@cfymca.org




Interoffice Mem

AGENDA ITEM

February 4, 2016

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

THRU: Christopher Hunter, M.D., Ph.D., Director 
Health Services Department

FROM: Joshua Stephany, M.D., Acting Manager
Medical Examiner's Office
Contact: (407) 836-9424

SUBJECT: Standing Written Request for Release of Protected Health Information from
the Department of Veterans Affairs to the Medical Examiner's Office
Consent Agenda – February 16, 2016

We have been informed in writing by the Department of Veterans Affairs; Orlando VA Medical Center that in order for the Medical Examiner's Office to obtain medical records permitted under our statutory obligations, our office is being required to send a standing written request to the Orlando VA Medical Center which will be valid for a period of three years.

The Department of Veterans Affairs provided a template to use in drafting the request; however, at the recommendation of the County Attorney's Office, as well as the County's HIPAA privacy officer, a draft letter was completed by the Health Law Firm which incorporated the language used in the VA's template.

We are requesting approval to move forward in sending the Health Law Firm's drafted letter to the Orlando VA Medical Center, as well as, having the letter executed by the Chief Medical Examiner as the custodian of such records.

ACTION REQUESTED: Approval of proposed draft letter to the Orlando VA Medical Center regarding standing written request for release of protected health information and authorization for the Chief Medical Examiner to sign the letter. **(Medical Examiner)**

Attachments

Cc: George A. Ralls, M.D., Deputy County Administrator
Wanzo Galloway, Jr., Assistant County Attorney
Dr. Randy Lewis, LMFT, CHP HIPAA Privacy Officer



DEPARTMENT OF VETERANS AFFAIRS
VA Medical Center
5201 Raymond Street
Orlando, FL 32803

DEC 22 2015

In Reply Refer To: 675/001/P

Joshua Stephany, M.D., Chief Medical Examiner
District #9 Medical Examiner's Office
2350 East Michigan Street
Orlando, FL 32806

Dear Dr. Stephany:

The purpose of this letter is to facilitate the process of releasing reportable information by the Orlando VA Medical Center to the District #9 Medical Examiner's Office as required by law and that the use or disclosure complies with and is limited to the relevant requirements of such law enforcement activity. In order for Orlando VA Medical Center to initiate a report of patient information, VA must have authority under all federal privacy laws and regulations to use and disclose patient information. In order to cooperate with and initiate a State reporting requirement, VA requires a "standing written request" letter for this information.

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, implemented under Title 45 CFR Parts 160 and 164, do not require such a "standing written request". It is, however, mandated by Title 38 U.S.C. § 5701 and the federal Privacy Act of 1974, 5 U.S.C. § 552a(b)(3). The request will be valid for a period of three years starting on the date we receive it. With your request on file, Orlando VA Medical Center will then have authority to contact you and transmit information under applicable State reporting laws.

This standing written request letter will not authorize disclosure of information needed in the pursuit of a focused (individual specific and/or incident specific) activity such as a civil or criminal law enforcement investigation. It is solely designed to authorize routine disclosure of repetitively occurring medical conditions or events that are mandated by State law for a provider to report, i.e. gunshot wounds, child/elderly abuse, communicable diseases, etc. Our authority to disclose drug abuse, alcoholism, sickle cell anemia or HIV-related information is prohibited with minimal exceptions under 38 U.S.C. § 7332.

Your standing written request letter for reportable information must state that the names, addresses and other information will be used for a purpose authorized by law, in accordance with 38 U.S.C. § 5701 and § 7332; that it will not be used for any other purpose than that stated in the request; and that the requesting agency is aware of the penalty provision of 38 U.S.C. § 5701(f)(2). This is a misdemeanor penalty carrying a fine of not more than \$5,000 for a first offense and not more than \$20,000 for a subsequent offense.

Page 2
Stephany, Joshua

To assist you in completing such a "standing written request letter," we have prepared and enclosed a proposed letter that complies with our requirements. Be sure the letter is dated and that it is signed by the head of your agency or an individual specifically delegated with authority to sign. This individual must be charged with enforcing or implementing the statute, regulation, rule, or order. If authority has been delegated, a copy of such delegation must be enclosed. We ask that you return the standing written request letter to the VA facility address and reference reply mailing code. Upon receipt, Orlando VA Medical Center will have the legal authority it needs under federal laws and regulations to contact your agency and provide information required by law.

If you need additional information about VA's release of information procedures, please contact Joseph Boateng, Privacy Officer, at (407) 631-2825.

Sincerely,



Timothy W. Liezert
Medical Center Director

Enclosure: Sample Standing Written Request Letter

PROPOSED DRAFT LETTER

Date -

Timothy W. Liezert, Director
Orlando VA Medical Center
13800 Veterans Way
Orlando, Florida 32827

SUBJECT: Standing Written Request for Release of Protected Health Information

Dear Mr. Liezert:

As you may know, the Orange County Medical Examiner's Office is charged with carrying out the county's obligations under Chapter 406, Florida Statutes, including the receipt and investigation of information identified herein.

In order to satisfy this duty, the Medical Examiner's Office must be able to access and use protected health information. Much of that information comes from entities like the Orlando VA Medical Center and its employed and contracted health care providers.

The purpose of this letter is to provide the Orlando VA Medical Center with a standing request to release protected health information to the Medical Examiner's Office when required by Florida law. This request is made pursuant to 38 U.S. C. § 5701 and 5 U.S.C. § 552a(b)(3).

The information subject to this request includes that which is required to be reported to the Medical Examiner's office under Sections 406.11 & 406.12, Florida Statutes, or any other Florida law or regulation governing the mandatory report of events or circumstances to local medical examiners' offices.

The Orlando VA Medical Center is permitted to release this information under The Health Insurance Portability and Accountability Act (HIPAA) as implemented under 45 C.F.R. Parts 160 & 164. Specifically, the above-requested information may be released to the County without prior patient authorization under 45 C.F.R. 164.512(b), (c), (f), (g), and/or (j).

Even though the Medical Examiner's office may not be a HIPAA "covered entity" and, therefore, not subject to the Act, this office agrees to limit the use of the names, addresses, and other information to legally authorized purposes only. This office further agrees to limit its use of the released information to the purposes stated in this request and is aware of the penalties for misuse stated in 38 U.S.C. § 5701(f)(2), which provides a penalty for unauthorized use of names or addresses of veterans and their dependents not to exceed \$5,000 for the first offense and \$20,000 for any subsequent offense.

This request shall be valid for a period of three (3) years.

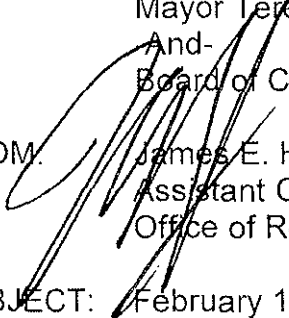
Sincerely,

Joshua Stephany, M.D.
Acting Chief Medical Examiner



February 3, 2016

TO: Mayor Teresa Jacobs
And-
Board of County Commissioners

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

SUBJECT: February 16, 2016 – Consent Item
Resolution Supporting City of Orlando's Innovative Traffic
Signal Technologies Pilot Project

Congressman John Mica has worked tirelessly for the Central Florida Region. Through his standing on different transportation subcommittees, he has offered to help obtain the opportunity to submit for federal funds to test a pilot project in the City of Orlando through the FAST Act funding bill recently approved by Congress. The County has been requested to endorse this communitywide effort by approving the attached resolution.

ACTION REQUESTED: Approval and Execution of Resolution of the Orange County Board of County Commissioners regarding Support for Innovative Traffic Signal Technologies Pilot Project. All Districts.

/lab

Attachment

c: Ajit Lalchandani, County Administrator

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**SUPPORT FOR INNOVATIVE TRAFFIC SIGNAL
TECHNOLOGIES PILOT PROJECT**

Resolution No. _____

WHEREAS, the Orlando metropolitan area (which includes Orange, Seminole, and Osceola Counties) now has more than two million residents and the population is expected to continue growing at a rate of 2-3% each year; and

WHEREAS, the metropolitan area is the nation's top visitor destination with more than 62 million visitors in 2014 (which is more than 500,000 visitors on a typical day) and strong growth from domestic and international markets is expected to continue; and

WHEREAS, the metropolitan area's continued growth and prosperity depend on a transportation system that can safely and efficiently move an ever greater volume of people and goods; and

WHEREAS, there are limited opportunities for building new roads in densely developed, urbanized areas while further expanding existing arterials may not be cost-feasible in terms of right-of-way and can be contrary to community interests; and

WHEREAS, to meet these challenges, more emphasis is being placed on other solutions such as transit, non-motorized transportation, and the use of transportation system management and operations strategies to optimize utilization of existing arterials; and

WHEREAS, traffic signals play a critical role in moving vehicles on arterials while also providing for the safety of pedestrians and bicyclists; and

WHEREAS, advances in traffic signal technology and related traffic management practices have been shown to improve utilization of urban arterials and reduce travel time delays, which are the goals of an effective transportation system management and operations program; and

WHEREAS, one such advance has been made with adaptive traffic signal technology which results in traffic signals being operated based on information from roadside devices whose effectiveness can be confirmed with probe vehicle technology such as electronic toll transponders or Bluetooth-enabled devices within vehicles; and

WHEREAS, a new federal transportation funding bill has been approved by Congress to replace the former federal transportation funding act (MAP-21) and it is expected to include funding for one or more pilot projects to accelerate the deployment of innovative traffic signal technologies; and

WHEREAS, Florida Congressman John Mica has called this opportunity to the attention of local governments and has offered to lend his support in obtaining federal

discretionary funds to conduct one or more pilot projects using innovative traffic signal technologies throughout the metropolitan area; and

WHEREAS, there are a number of prospective arterials in the Orlando metropolitan area that are considered to be promising corridors for possible pilot projects, such as US 17-92, US 192, US 441, SR 414, SR 50, SR 426, SR 434, SR 436, SR 438, and SR 482; and

WHEREAS, under a new federal transportation bill recently approved by Congress and the President, it is expected that the United States Department of Transportation will develop specific information on pilot projects such as criteria that will be used for evaluation/selection, procedures for submitting grant applications, funding match requirements, etc.

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

Section 1. Findings.

- a.** That in anticipation of this new funding opportunity, it is in the best interests of Orange County, Florida ("County") to join together at both the policy and technical levels to prepare for submitting a region-wide grant application for an innovative traffic signal technology pilot program.
- b.** That MetroPlan Orlando and the Florida Department of Transportation/District 5 will take the lead, working closely with County, and other local governments, to develop one or more pilot projects that conform to the criteria established for the discretionary grant program by the United States Department of Transportation.
- c.** That County staff will work diligently with MetroPlan Orlando and the Florida Department of Transportation/District 5, along with other local governments, to develop a competitive grant application to obtain federal funding for one or more pilot projects to evaluate the benefits of innovative traffic signal technologies.

d. That County will be open to considering a future recommendation that financial resources in the form of a local match be committed to the pilot project once the opportunity is better defined by the United States Department of Transportation and the specifics of the pilot project(s) have been identified.

Section 2. Effective date. This Resolution shall take effect upon the date of its adoption.

ADOPTED THIS ____ DAY OF _____, _____.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

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

By: _____
Deputy Clerk

Print: _____





Interoffice Memorandum

I. CONSENT AGENDA
PUBLIC WORKS DEPARTMENT
1

January 21, 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 Avalon Park South Phase 1A**

The Public Works Department requests authorization to record the plat of Avalon Park South Phase 1A. This is a one lot plat located on Mailer Boulevard approximately ½ mile east of the South Alafaya Trail and Mailer Boulevard intersection.

This plat is being recorded in order to comply with the requirements of the Avalon Park Planned Development / South Villages Preliminary Subdivision Plan / Charter Schools USA Avalon Park Development Plan as approved by the Orange County Development Review Committee on November 18, 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 Avalon Park South Phase 1A. District 4.

MVM/DMA/mk



Interoffice Memorandum

I. CONSENT AGENDA
UTILITIES DEPARTMENT

1

February 1, 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
February 16, 2016 BCC Meeting
Water Conserv II Assignment and Assumption of Utility
Easements Agreement
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Development Engineering Division
407-254-9719**

The Water Conserv II Partners, consisting of the City of Orlando and Orange County, currently provide reclaimed water to Winter Garden pursuant to the agreement entitled "Winter Garden Agreement for the Delivery and Use of Reclaimed Water" effective January 6, 2009. The Water Conserv II Partners wish to sell and convey to Winter Garden and Winter Garden wishes to purchase the facilities as described in the agreement.

Winter Garden is contemplating improving the intersections of C.R. 545 with Tilden Road and with Hartwood-Marsh Road/Stoneybrook West Parkway, and widening the roadway within that portion of C.R. 545 along which the facilities lies to three lanes. As part of the Winter Garden Road Improvements, Winter Garden would relocate and/or reconstruct the facilities at a different location within the C.R. 545 Right-of-Way and Utility Easement areas. Winter Garden is willing to bear the cost of the relocation and reconstruction of the facilities.

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

Action Requested: Approval and execution of:

a) **First Amendment to Winter Garden Agreement for the Delivery and Use of Reclaimed Water by and between City of Orlando, Orange County, Florida, and the City of Winter Garden;**

b) **Sale and Purchase Agreement for Reclaimed Water Distribution System Assets and Easements by and amongst the City of Orlando, Florida, Orange County, and the City of Winter Garden, Florida;**



Interoffice Memorandum

February 16, 2016 BCC Meeting - Water Conserv II Assignment and Assumption of Utility Easements Agreement
February 1, 2016
Page 2

c) City of Winter Garden, City of Orlando and Orange County, Florida Temporary Utility Easement;

d) Bill of Sale; and

e) Assignment and Assumption of Utility Easements by and between the City of Orlando, Florida, Orange County, and the City of Winter Garden, Florida.

District 1.

**FIRST AMENDMENT
TO
WINTER GARDEN AGREEMENT FOR THE
DELIVERY AND USE OF RECLAIMED WATER**

THIS FIRST AMENDMENT TO WINTER GARDEN AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER (the "First Amendment") is made and entered into as of the date of last execution below, by and between **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 ("Orlando") and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("County") (Orlando and County are referred to jointly herein as "Suppliers"), and the **CITY OF WINTER GARDEN**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("Winter Garden"). Suppliers and Winter Garden may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Suppliers and Winter Garden entered into that certain Winter Garden Agreement for the Delivery and Use of Reclaimed Water (the "Wholesale Reclaimed Water Agreement") effective January 6, 2009, pursuant to which the Suppliers agreed to provide, and Winter Garden agreed to accept, wholesale reclaimed water service; and

City Council Meeting: 1-25-16
Item: 1-2 Documentary: 16012 5102-153

WHEREAS, the Wholesale Reclaimed Water Agreement provides, *inter alia*, for Suppliers to deliver and Winter Garden to use an average annual amount of reclaimed water; and

WHEREAS, the Wholesale Reclaimed Water Agreement provides, *inter alia*, for Suppliers to install a turnout and all appurtenances including a flow meter at each point(s) of connection, the costs and expenses for which Winter Garden is to reimburse Suppliers, all of which has occurred and been paid; and

WHEREAS, the Wholesale Reclaimed Water Agreement provides, *inter alia*, that Winter Garden may need to convey easements to Suppliers for all turnouts, all of which has occurred; and

WHEREAS, Winter Garden has installed or modified its transmission systems to connect to the Suppliers' system and provided and completed all appropriate back flow prevention devices and extensions, to Suppliers' satisfaction, all as contemplated by the Wholesale Reclaimed Water Agreement; and

WHEREAS, as described in that proposed Sale and Purchase Agreement for Reclaimed Water Distribution System Assets and Easements (the "Purchase Agreement"), to be executed simultaneously with this First Amendment, Suppliers and Winter Garden anticipate the conveyance to Winter Garden of approximately one and one half (1.5) miles of Suppliers' reclaimed water pipe, attendant facilities, and utility easements to allow Winter Garden to become the retail supplier of reclaimed water to, among others, Stoneybrook West Golf Club, LLC, as the successor to Stoneybrook Joint Venture, a Florida general partnership ("Stoneybrook"); and;

WHEREAS, Suppliers intend to continue to provide Reclaimed Water to Stoneybrook pursuant to the "Application for Reclaimed Water Service, Water Conserv II System" dated

April 23, 2014 (the “Stoneybrook Customer Application”) until Winter Garden initiates Reclaimed Water service to Stoneybrook; and

WHEREAS, Suppliers and Winter Garden agree that Winter Garden shall add Stoneybrook as a customer and commence supplying Reclaimed Water to Stoneybrook upon completion of its Reclaimed Water storage facility or on or before the fifth anniversary of the Effective Date of the Purchase Agreement, which ever first occurs; and

WHEREAS, Winter Garden, by adding Stoneybrook as a customer, will have the effect of increasing the average annual amount of reclaimed water provided by Suppliers and accepted by Winter Garden under the Wholesale Reclaimed Water Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Orlando, County, and Winter Garden hereby agree as follows:

SECTION 1. RECITALS INCORPORATED. The recitals hereof are true and correct, are material provisions of this First Amendment, and are incorporated herein by reference and made a part of this First Amendment.

SECTION 2. VOLUME OF WATER. Subsections 6(a) and 6(c) of the Wholesale Reclaimed Water Agreement are amended as follows:

“6) (a) Suppliers will deliver, and Winter Garden shall accept and use, Reclaimed Water in the amount of 2.353 Million Gallons per Day based on an annual average daily flow (AADF), subject to the limitations described in Section 7. Winter Garden agrees to limit the maximum daily peak flow to four (4) million gallons. The delivery volume may be revised by Winter Garden through its City Manager and approved in writing by the Orange County Utilities Director and the City of Orlando Public Works Director. Winter Garden shall not request more reclaimed water than can be beneficially used for any purpose permitted by the Florida Department of Environmental Protection.”

“6) (c) Winter Garden acknowledges that the suppliers, through the execution of this Agreement, are committing to provide Reclaimed Water to

Winter Garden in the amounts provided in this Agreement in lieu of beneficially using the Reclaimed Water in another location. As such, Winter Garden commits that the Reclaimed Water provided under this Agreement shall be the only source of irrigation water allowed to be used by its customers, except in cases where supplemental water may be needed to meet peak demands or Reclaimed Water is not available as described in Section 7. In these circumstances, Winter Garden may provide an alternative source of water for irrigation, but only for the period of time that Reclaimed Water is not available or is limited in supply. Notwithstanding Suppliers obligation to deliver Reclaimed Water at the volume set forth herein, during the time that Suppliers retain Stoneybrook, as a customer, Suppliers may reduce the volume of Reclaimed Water delivered to Winter Garden in an amount up to the volume delivered to Stoneybrook.”

SECTION 3. EXHIBITS RESCINDED. Exhibits “A” and “B” to the Wholesale Reclaimed Water Agreement are hereby rescinded in their entirety.

SECTION 4. METERING AND BILLING. This Section and Subsections are hereby inserted into the Wholesale Reclaimed Water Agreement:

(a) METERING. The wholesale metering equipment described as turnout 8T10, has been installed, calibrated and accepted by Suppliers, the wholesale metering equipment shall remain the property of Suppliers, and Suppliers shall be responsible for the operation, maintenance, calibration and replacement of the meter. The metering equipment at turnout 8T-07 (Stoneybrook) will remain the property of the Suppliers, and Suppliers shall be responsible for the operation, maintenance, calibration and replacement of the meter, until such time as Winter Garden provides reclaimed water to Stoneybrook, pursuant to the Purchase Agreement, and turnout 8T-07 becomes the property of Winter Garden, excluding the radio equipment. Thereafter, Winter Garden shall be responsible for the operation, maintenance, calibration, replacement and reading of turnout 8T-07. Suppliers shall read the wholesale meter(s) for billing purposes. The wholesale metering equipment is of standard make and type, installed at a readily accessible location and shall continue to record flow with an error not to exceed plus or minus two percent (2%) of full scale reading for billing purposes. Suppliers shall

inspect the wholesale meter(s) at least annually for accuracy and if needed, re-calibrate the meter(s). If the wholesale meter(s) is found to be in error exceeding two percent (2%) of true accuracy, it shall be recalibrated at Supplier's sole cost and to the satisfaction of the Parties. If the wholesale meter(s) is found to be inaccurate, a bill adjustment will be made to the flow-based component of the charge. The billing adjustment shall be based upon the difference between the inaccurate reading and the average flow for the twelve (12) month period that preceded the inaccuracy. In no case shall the period for which adjustments are sought exceed twelve (12) months. Individual customer metering shall be the responsibility of Winter Garden. The customer metering equipment shall remain the property of Winter Garden, and Winter Garden shall be responsible for the operation, maintenance, calibration and replacement of the meters. Winter Garden shall read the individual customer meters for billing purposes.

(b) BILLING. Winter Garden agrees to pay monthly invoices generated by Orange County for all Reclaimed Water used by Winter Garden. Said charge shall include Orange County's fixed monthly charge and the volume charge based upon and applied to the metered volume of Reclaimed Water, used by Winter Garden on a monthly basis. The Suppliers may cease delivery of Reclaimed Water to Winter Garden if any invoice is not paid in full within thirty (30) days of the date of invoice. Reclaimed Water service will be reinstated upon full payment of the invoice and any additional charges incurred. All Orange County standard billing procedures and charges, approved by the Orange County Board of County Commissioners shall apply. Bills will be sent to:

Assistant City Manager – Public Services
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

(c) By entering into this Agreement, Winter Garden grants a license to Suppliers sufficient to provide Suppliers reasonable access to the wholesale metering equipment. The license can only be terminated by amending or terminating this Wholesale Reclaimed Water Agreement or as otherwise may be agreed to, in writing, by the Parties.

SECTION 5. MISCELLANEOUS CHANGES. The following subsections of the Wholesale Reclaimed Water Agreement are modified:

- a. The phrase “shown in Exhibit ‘A’” in subsection 10(a) is replaced with the phrase “provided in Section 6”;
- b. Section 11 is modified by changing the address of Winter Garden to:

City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

With a copy to:

Director of Public Services
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

SECTION 6. EFFECTIVE DATE. The Effective Date of this First Amendment shall be the date on which the Closing has occurred under the Purchase Agreement.

SECTION 7. AGREEMENT IN FULL FORCE. Except as expressly modified herein, the Wholesale Reclaimed Water Agreement remains intact, unchanged, and in full force and effect. All capitalized words and phrases in this First Amendment have the same meaning given them in the Wholesale Reclaimed Water Agreement.

IN WITNESS WHEREOF, Orlando, County, and Winter Garden have below caused this First Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs, Mayor

DATE: _____

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

By: _____
Deputy Clerk

Attest:

[Signature]
City Clerk

CITY OF ORLANDO, FLORIDA

[Signature]
Mayor Buddy Dyer / Mayor Pro Tem
Antonio L. Ortiz

APPROVED AS TO FORM AND LEGALITY for use and reliance by the City of Orlando, Florida, only.

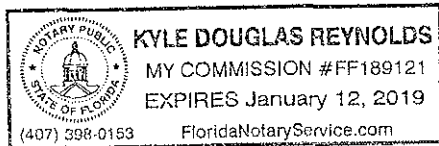
[Signature]
CA Assistant City Attorney

1/28, 2016

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of January 2016, by Antonio Ortiz and Celeste Brown, as the Mayor Pro Tem and City Clerk of the City of Orlando, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.



[Signature]
Signature of Notary Public - State of Florida

Kyle D. Reynolds
Print, Type, or Stamp
Commissioned Name of Notary Public

January 12, 2019
My Commission Expires

CITY OF WINTER GARDEN, FLORIDA

By: John Rees
Mayor

(SEAL)

Print Name: JOHN REES

Date: 12/10/15

ATTEST:

Kathy Golden
Kathy Golden, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of December, 2015, by John Rees and _____, as the Mayor and City Clerk of the City of Winter Garden, Florida, and who have acknowledged that they executed the same on behalf of the City of Winter Garden and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.



Kathleen Golden
Notary Public Signature

Kathleen Golden
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: FF 104273

My Commission Expires: 7-15-18

**SALE AND PURCHASE AGREEMENT
FOR
RECLAIMED WATER DISTRIBUTION SYSTEM ASSETS
AND EASEMENTS**

THIS SALE AND PURCHASE AGREEMENT FOR RECLAIMED WATER DISTRIBUTION SYSTEM ASSETS AND EASEMENTS (the "Purchase Agreement") is entered into as of the date of last execution below (the "Effective Date") by and amongst the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (collectively, the City of Orlando and Orange County are referred to as the "Water Conserv II Partners"), and the **CITY OF WINTER GARDEN, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Winter Garden"). Winter Garden and the Water Conserv II Partners may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Water Conserv II Partners jointly own, operate, and maintain the water reclamation facilities known as Water Conserv II, which produce reclaimed water ("Reclaimed Water") for use in productive and beneficial purposes as permitted by the Florida Department of Environmental Protection; and

WHEREAS, the Water Conserv II Partners own and operate certain Reclaimed Water

distribution facilities (the “Facilities,” as hereinafter defined) used for the delivery of Reclaimed Water; and

WHEREAS, the Water Conserv II Partners provide Reclaimed Water to Winter Garden pursuant to the agreement entitled “Winter Garden Agreement for the Delivery and Use of Reclaimed Water (the “Wholesale Reclaimed Water Agreement”) effective January 6, 2009, as it may be amended from time to time; and

WHEREAS, the Water Conserv II Partners use the Facilities to deliver Reclaimed Water to Stoneybrook West Golf Club, LLC (“Stoneybrook”), for irrigation of approximately 155 acres including a golf course pursuant to “Application for Reclaimed Water Service, Water Conserv II System” dated April 23, 2014 (the Stoneybrook Customer Application”); and

WHEREAS, the Water Conserv II Partners intend to serve Stoneybrook, pursuant to the Stoneybrook Customer Application until Winter Garden provides Reclaimed Water service to Stoneybrook under the terms of this Purchase Agreement; and

WHEREAS, Winter Garden shall initiate Reclaimed Water service to Stoneybrook no later than upon completion of construction of Winter Garden’s Reclaimed Water Storage facility, or on or before the fifth anniversary of the Effective Date of this Purchase Agreement, whichever first occurs; and

WHEREAS, the Water Conserv II Partners desire to retain a temporary utility easement over the area on which the Facilities are located as well as the right to use the Facilities, and shall retain ownership and control of the Reclaimed Water delivered to Stoneybrook, until such time that Winter Garden initiates Reclaimed Water service to Stoneybrook; and

WHEREAS, the Facilities are located within the reclaimed water service territory of Winter Garden as defined in that certain interlocal agreement entitled, “City of Winter

Garden/Orange County Water, Wastewater, and Reclaimed Water Territorial Agreement,” effective April 17, 2007; and

WHEREAS, the Facilities are located within either: (1) utility easements owned by one or both of the Water Conserv II Partners, or (2) right-of-way of County Road 545 (a/k/a Avalon Road or C.R. 545) which is owned and/or controlled by Orange County; and

WHEREAS, the Water Conserv II Partners wish to sell and convey to Winter Garden and Winter Garden wishes to purchase the Facilities, as hereafter defined, and to, respectively assign and assume, the utility easements (the “Utility Easements,” as hereafter defined) within which the Facilities are partially located; and

WHEREAS, Winter Garden is contemplating improving the intersections of C.R. 545 with Tilden Road and with Hartwood-Marsh Road/Stoneybrook West Parkway, and widening the roadway within that portion of C.R. 545 along which the Facilities lies to three lanes (the “Winter Garden Road Improvements”); and

WHEREAS, as part of the Winter Garden Road Improvements, Winter Garden would relocate and/or reconstruct (“Facility Relocation”) the Facilities, which relocated and/or reconstructed Facilities may be referred to as “Relocated Facilities,” at a different location within the C.R. 545 Right-of-Way and Utility Easement areas; and

WHEREAS, Winter Garden is willing to bear the cost of the Winter Garden Road Improvements and Facility Relocation within the C.R. 545 right-of-way and Utility Easements which are and will be compatible with the Winter Garden Road Improvements; and

WHEREAS, it is understood and agreed that the portion of the Facilities (“Right-of-Way Facilities”) that lie within the current C.R. 545 right-of-way as of the Effective Date may remain in the right-of-way unless and until the roadway, as it exists as of the Effective Date, is widened;

and

WHEREAS, the Water Conserv II Partners desire to assign to Winter Garden and Winter Garden desires to assume those rights and obligations as “Suppliers” under the Stoneybrook Customer Agreement, as provided in this Agreement; and

WHEREAS, the Parties agree that the sale and purchase of the Facilities and assignment and assumption of the Utility Easements (as defined below) is in the public interest; and

WHEREAS, the Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Water Conserv II Partners and Winter Garden agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct, form a material part hereof, and are incorporated herein as fully as if set forth hereafter.

Section 2. Sale and Purchase of Water Conserv II Facilities.

2.1 Sale and Purchase of Facilities. The Water Conserv II Partners agree to sell and Winter Garden agrees to purchase the Facilities, consisting of all piping, valves, connections, turnouts and all personal property and fixtures lying north of turnout 8T-10 as depicted in **Exhibit “A,”** attached hereto and incorporated herein by this reference which items are part of or related to the Water Conserv II Reclaimed Water Main (typical) shown on **Exhibit “A,”** including but not limited to those listed on the attached **Exhibit “A-1”** (collectively the “Facilities”). The Facilities shall not include any cash derived from the fees, charges, or monthly rates of the Water Conserv II Partners due or received by them up to and including the date of

sale of the Facilities; provided, no fees, charges or monthly rates for reclaimed water to be provided through the Facilities after the Closing Date, as hereinafter defined, have been pre-paid or have been agreed to be pre-paid, to Water Conserv II Partners. Furthermore, the Facilities shall not include any cash derived from fees, charges, and monthly rates of the Water Conserv II Partners due and received by the Water Conserv II Partners for Reclaimed Water service to Stoneybrook between the Closing Date until Winter Garden provides Reclaimed Water service to Stoneybrook. Upon transfer of the Facilities, as provided in this Purchase Agreement, Winter Garden shall assume ownership and maintenance of, and responsibility for, the Facilities, and Water Conserv II Partners shall have no further interest in same, except as otherwise provided in this Purchase Agreement. Winter Garden accepts the Facilities in their "AS IS" and "WHERE IS" condition, with no warranties whatsoever, except as otherwise provided in this Purchase Agreement.

2.2 Temporary Utility Easement. Upon transfer of the Facilities to Winter Garden, Water Conserv II Partners shall retain a temporary utility easement, as more particularly described in **Exhibit "C,"** attached hereto and by this reference incorporated herein (the "Temporary Utility Easement") over the Facilities and the land upon which the Facilities are located in order for the Water Conserv II Partners to continue to deliver Reclaimed Water to Stoneybrook until Winter Garden provides Reclaimed Water to Stoneybrook. The Temporary Utility Easement shall automatically terminate, without the necessity of vacation or Winter Garden obtaining a release from the Water Conserv II Partners, at such time as Winter Garden initiates delivery of Reclaimed Water to Stoneybrook. Any Party may file a Notice in the Official Records of Orange County, Florida, as evidence of the termination of the Temporary Utility Easement.

2.3 Delivery of Reclaimed Water to Stoneybrook West Golf Club, LLC. After the sale of the Facilities to Winter Garden, the Water Conserv II Partners shall continue to use the

Facilities, at no cost to the Water Conserv II Partners, to provide Reclaimed Water service to Stoneybrook, until Winter Gardens begins delivery of Reclaimed Water to Stoneybrook. Pursuant to an amendment to the Wholesale Reclaimed Water Agreement and this Purchase Agreement, Winter Garden will begin providing Reclaimed Water service to Stoneybrook no later than upon completion of construction of its Reclaimed Water Storage facility, or on or before the fifth anniversary of the Effective Date of the this Purchase Agreement, whichever first occurs. The Water Conserv II Partners responsibility to provide Reclaimed Water to Stoneybrook will end when Winter Garden begins delivery of Reclaimed Water to Stoneybrook.

2.4 Relocation of Facilities. Winter Garden shall be solely responsible for the cost of relocation of the Facilities within the C.R. 545 right-of-way and Utility Easements as required by the construction of the Winter Garden Road Improvements mentioned generally in this Purchase Agreement. After Winter Garden initiates Reclaimed Water Service to Stoneybrook, then the Water Conserv II Partners shall have no more responsibility for the Facilities, including any cost of relocation. During the period between the Closing Date and the date that Winter Garden initiates Reclaimed Water service to Stoneybrook, the Water Conserv II Partners shall be responsible for the cost of operating and maintaining the turnout 8T-07, but not for the cost of pipe or turnout relocation, if required.

Section 3. Assignment and Assumption of Easements. The Water Conserv II Partners agree to assign and convey and Winter Garden agrees to assume the utility easements which are more particularly described in **Exhibit "B,"** attached hereto and incorporated herein by this reference (the "Utility Easements"). Upon assignment, conveyance and assumption of the Utility Easements, as provided in this Purchase Agreement, Winter Garden shall assume ownership of, and responsibility for the Utility Easements, and Water Conserv II Partners shall have no further

interest in same.

Section 4. Purchased Assets. On the Closing Date, the Water Conserv II Partners shall sell, assign, transfer, convey and deliver to Winter Garden, and Winter Garden shall purchase and accept all of the right, title and interest in and to the Facilities and the Utility Easements (collectively the “Purchased Assets”).

Section 5. Purchase Price and Payment. Winter Garden shall pay the Water Conserv II Partners on the Closing Date, and the Water Conserv II Partners agree to accept Ten Dollars (\$10.00) as the purchase price for the Purchased Assets (the “Purchased Assets’ Purchase Price”). The Parties agree that the Purchased Assets’ Purchase Price shall be paid at Closing in federal or other immediately available funds.

Section 6. Facilities in Right-of-Way Subject to Orange County Regulation. Winter Garden understands and agrees that to the extent the Facilities and/or Relocated Facilities lie within the current or contemplated right-of-way of C.R. 545, they remain there subject to the terms and conditions of the right-of-way utilization permit(s) provided the Facilities and/or Relocated Facilities are allowed to remain within the right-of-way and Utility Easements. Winter Garden shall have the right to remove, relocate, operate, maintain, repair and replace the Facilities and/or Relocated Facilities, at no cost to Orange County subject to the terms and conditions of such right-of-way utilization permit(s); provided the Facilities and/or Relocated Facilities are allowed to remain within the right-of-way and Utility Easements. Prior to the Closing Date, Winter Garden shall apply to Orange County for a right-of-way utilization permit for all Facilities and Facility Relocation within the C.R. 545 right-of-way and Orange County shall use its best efforts to take final action on such right-of-way utilization permit to Winter Garden. The City of Orlando shall have no liability to Orange County or the City of Winter

Garden under this Section, except for its share of the fee for the right-of-way utilization permit pursuant to Section 9.4.

Section 7. Representations and Warranties of Water Conserv II Partners. The Water Conserv II Partners represent and warrant to Winter Garden that:

7.1 Organization, Standing and Power. Orange County is a charter county and political subdivision of the State of Florida. The City of Orlando is a municipal corporation organized and existing under the laws of the State of Florida. Collectively, the Water Conserv II Partners have all requisite power and authority to own, lease and sell the property and easements being conveyed and assigned hereunder, and to conduct its businesses related thereto as it is currently being conducted.

7.2 Authority for Agreement. The Water Conserv II Partners have the power and authority to execute and deliver this Purchase Agreement and to carry out their obligations hereunder. This Purchase Agreement has been duly authorized by all action required to be taken by each of the Water Conserv II Partners, has been duly executed and delivered by the Water Conserv II Partners, and constitutes a valid and binding obligation of the Water Conserv II Partners enforceable in accordance with its terms.

7.3 Exclusivity. There are no mortgages, liens, claims or encumbrances of any type or nature upon or against the Facilities or the Utility Easements including, but not limited to, mortgages, financing statements, or security instruments filed under the Uniform Commercial Code either in the county where the property is located or with the Secretary of State. The Water Conserv II Partners are in exclusive ownership, possession, and control of the Facilities and Utility Easements except for non-exclusive easements, and the Water Conserv II Partners at Closing shall deliver possession and control of the Facilities and Utility Easements to Winter

Garden.

7.4 **Leases.** None of the Facilities are subject to any interest of any lessor or lessee.

7.5 **All Necessary Governmental Permits and Approvals; Certifications.** At or before the Closing Date, the Water Conserv II Partners shall cooperate with Winter Garden to obtain all necessary governmental permits and approvals (collectively "Permits"), if any, such that Winter Garden can operate the Facilities until the expiration of Water Conserv II Partners' permits at the volumes set forth in the Wholesale Reclaimed Water Agreement, or any amendment thereto. This warranty shall be limited by the assumption that Winter Garden operates the Facilities in accordance with the permits and does not modify the Facilities in any manner which would adversely affect the permits, and is further subject to *force majeure* and any change in applicable laws, rules and regulations including, but not limited to, existing laws, rules or regulations which require future compliance by owner of the Facilities and Utility Easements (such as the disinfectants/disinfection by-products rule).

Section 8. Conduct Pending Closing. The Water Conserv II Partners covenant that pending the closing:

8.1 **Business Conduct.** Except as otherwise consented to in writing by Winter Garden, whose consent shall not be unreasonably withheld, delayed or conditioned, for the period beginning on the Effective Date and ending on the Closing Date, Water Conserv II Partners at Water Conserv II Partners' cost shall:

- a. operate the Facilities in, and only in, the usual, regular and ordinary course and nevertheless comply with all applicable governmental requirements and law;
- b. maintain all of the Facilities' material structures, equipment, permits and other tangible personal property and fixtures in good repair, order and condition, except for

depletion, depreciation, ordinary wear and tear and damage by unavoidable casualty;

c. keep in full force and effect insurance (including self-insurance) comparable in amount and scope of coverage to insurance now carried by it for the Facilities;

d. perform, in all material respects, all of its obligations under agreements, contracts and instruments relating to or affecting the Facilities' properties, assets and operation;

e. promptly advise Winter Garden, in writing, of any material change which adversely affects the operation of the Facilities;

f. subject to available administrative remedies pursuant to Chapter 120, *Florida Statutes*, or any administrative or judicial procedures or proceedings applicable to particular permits, comply with all Facilities' permit requirements and obtain all necessary permit extensions or renewals with no additional operational or capital obligations such that said permits are valid as of the Closing Date.

g. **Absence of Changes.** After the Effective Date, the Water Conserv II Partners shall not:

1. undergo any change in its condition of properties, assets, liabilities, business or operations other than changes in the ordinary course of business which are not, either in any case or in the aggregate, materially adverse to the operation of the Facilities;

2. acquire or dispose of any of the Facilities' assets or properties of material value (in excess of \$1,000.00) except in the furtherance of this Purchase Agreement, except in the ordinary course of business and except with Winter Garden's consent, which shall not be unreasonably withheld, delayed or conditioned.

8.2 Risk of Loss. The Water Conserv II Partners shall bear the risk of loss, damage or destruction of the Facilities by fire or other casualty prior to and including the Closing Date.

If any portion of the Facilities is damaged by fire, act of God or other casualty before the Closing Date, and such damage has not been repaired, or provision made for such repair, by the Water Conserv II Partners as of the Closing Date, Winter Garden shall have the option of: (1) taking the Facilities as is, without reduction in price, together with the Water Conserv II Partners' assignment to Winter Garden of all rights under its insurance policies and all of the insurance proceeds, if any; or (2) electing not to purchase the particular asset subject to the capital loss.

8.3 No Transfers or Encumbrances. From and after the Effective Date, Water Conserv II Partners will not dispose of, hypothecate or encumber any of the Facilities or Utility Easements, without the prior written consent of Winter Garden, which shall not unreasonably be withheld, with the exception of any transactions occurring in the ordinary course of Water Conserv II Partners' business.

8.4 Performance of Closing Conditions. The Water Conserv II Partners shall perform all of the conditions to closing which should be performed by the Water Conserv II Partners prior to the Closing Date as provided herein.

8.5 Examination and Inspection. The Water Conserv II Partners will permit reasonable examination by Winter Garden's authorized representatives of all existing contractual obligations, physical systems, assets, real estate, rights-of-way, easements and inventories which are utilized by the Water Conserv II Partners in connection with the Facilities. No such examination by Winter Garden's authorized representatives shall interfere with the Water Conserv II Partners' operations of the Facilities or the day-to-day operations of the Water Conserv II Partners' personnel. The Water Conserv II Partners shall make these assets and records available for examination by Winter Garden's authorized representatives at reasonable

times and upon prior written notice from Winter Garden (not less than forty-eight (48) hours in advance).

8.6 Post-Closing Collection. Notwithstanding anything herein to the contrary, following closing of this transaction, Water Conserv II Partners shall be entitled to bill and collect from its customers for any reclaimed water revenues earned by or owed to Water Conserv II Partners on or prior to the Closing Date, but not for any reclaimed water to be provided after the Closing Date, with the exception of Reclaimed Water delivered to Stoneybrook, up to but not including the date that Winter Garden initiates Reclaimed Water service to Stoneybrook as provided in this Purchase Agreement. Winter Garden shall notify utilities customers that failure of said customers to pay outstanding Water Conserv II Partners' utility bills will be treated as a delinquent account subject to a late fee or service disconnection if not promptly paid.

Section 9. Representations and Warranties of Winter Garden. Winter Garden represents and warrants to each of the Water Conserv II Partners as follows:

9.1 Authority for Agreement. Winter Garden has the authority and power to execute and deliver this Purchase Agreement and to carry out its obligations hereunder. Winter Garden has held all of the necessary public hearings to authorize Winter Garden's purchase of the Facilities.

9.2 Delivery of Resolution. Winter Garden will deliver to Water Conserv II Partners a certified copy of the minutes or any resolution of Winter Garden's City Commission approving this Purchase Agreement promptly after Winter Garden's execution hereof, within ten (10) days after adoption of said Resolution or approval of this Purchase Agreement by Winter Garden.

9.3 Inspections. All inspections of the Facilities by Winter Garden or its representatives performed pursuant to this Purchase Agreement shall not materially interfere

with the operation of the utility systems or the day-to-day activities of the Water Conserv II Partners' personnel, and Winter Garden agrees to indemnify and hold each of the Water Conserv II Partners harmless from any third-party claims, actions, liabilities, losses, expenses, damages, fees, costs, or fines, including costs and attorney's fees at trial and appeal, which the Water Conserv II Partners incur (for personal injury or property damage) arising from or related to the inspection of the Facilities pursuant to this Agreement by Winter Garden, its agents, contractors, representatives and/or employees. This section shall survive the expiration or termination of this Purchase Agreement.

9.4 Right-of-Way Utilization Permit. Prior to the Closing Date, Winter Garden shall apply to Orange County for a right-of-way utilization permit for all Facilities and Facility Relocation/Relocated Facilities within the C.R. 545 right-of-way. The Water Conserv II Partners agree to pay the filing fee for the right-of-way utilization permit contemplated in this Section, in equal shares, up to an amount not-to-exceed \$5,000.00. Winter Garden agrees that it shall be responsible for any fees for the right-of-way utilization permit in excess of \$5,000.00.

Section 10. Additional Conduct Pending Closing. Winter Garden and the Water Conserv II Partners covenant with each other that pending the closing on this transaction, neither shall obstruct, hinder or interfere in the operation of the Facilities by the Water Conserv II Partners or with the processing and consideration by governmental agencies of any applications or petitions filed by the Water Conserv II Partners or Winter Garden that are related to the Facilities. Water Conserv II Partners shall execute all necessary documents to assist in securing necessary governmental approval(s) for the renewal and expanded use of the Facilities, and shall use its best efforts to assist Winter Garden in obtaining all such necessary governmental approvals as may be required to close this transaction and other assets to Winter Garden. Winter

Garden and Water Conserv II Partners shall each be responsible for the cost and expense of their respective efforts in obtaining all such necessary governmental approvals. Prior to Closing, neither Winter Garden, nor any of Winter Garden's representatives, consultants, contractors, employees or agents shall file any application or petition with any governmental agency (except Orange County) for permitting of the Facility Relocation and/or Relocated Facilities which agency(ies) have jurisdiction over the Facilities without prior written approval of the Water Conserv II Partners.

Section 11. Adjustments and Prorations; Closing Costs. At the time of Closing, the Parties covenant and agree that the following adjustments shall be made:

11.1 Both Winter Garden and the Water Conserv II Partners are exempt from real and personal property taxes. However, if any personal property taxes for the year of Closing are due on personal property, if any, which is being conveyed by the Water Conserv II Partners to Winter Garden, such taxes shall be prorated as of 11:59 p.m. of the Closing Date and said prorated amount shall be paid by the Water Conserv II Partners. As part of the conveyance of the Facilities and the assignment and assumption of the Utility Easements, Winter Garden shall not be charged with proration of any ad valorem taxes.

11.2 Within thirty (30) days after the date that Winter Garden initiates Reclaimed Water service to Stoneybrook (the "WCII End of Service Date"), the Water Conserv II Partners will render bills in its name to all customers for the last period of service through the WCII End of Service Date. All rates, fees, and charges for reclaimed water service through the WCII End of Service Date shall be the property of the Water Conserv II Partners. All rates, fees, and charges for reclaimed water service after the WCII End of Service Date shall be the property of Winter Garden.

11.3 Water Conserv II Partners represent that they do not hold any Connection Charges, as hereinafter defined, heretofore paid to Water Conserv II Partners under any agreements for connections not yet made to the Utility Systems as of the Closing Date. Water Conserv II Partners have entered into no agreements or commitments with developers or customers, other than current customers said customers only include the City of Winter Garden and Stoneybrook West Golf Club, LLC, providing for the extension of services or facilities with regard to the Facilities. The term Connection Charges means connection, plant capacity, main extension, allowance for funds prudently invested (“AFPI”) charges and/or capital charges.

11.4 All costs of recording any releases, satisfactions or corrective instruments, if any, shall be paid by Winter Garden.

11.5 Certified, confirmed or ratified special assessments or municipal liens prior to the Closing Date, if any, shall be prorated as of the Closing Date, and said prorated amount will be paid by Water Conserv II Partners.

11.6 Any taxes on gross receipts, regulatory assessment fees, or gain on sale incurred as of the Closing Date shall be determined and paid by Water Conserv II Partners.

11.7 The bills for electricity and other utility services for the month in which this Closing shall take place shall be prorated between the Parties at Closing, and Winter Garden shall make arrangements for the appropriate utilities to bill Winter Garden for services rendered subsequent to the Closing.

11.8 All bills for other services, materials and supplies rendered in connection with the operation of the Facilities prior to Closing shall be paid by Water Conserv II Partners, and such costs for services, materials and supplies rendered and incurred after Closing shall be obligations of Winter Garden except for services, materials and supplies related to supplying Reclaimed

Water to Stoneybrook by the Water Conserv II Partners after Closing, which shall be Water Conserv II Partner's cost.

11.9 The cost of recording the Assignment and Assumption of Utility Easements Agreement shall be paid by Winter Garden.

Section 12. Closing/Closing Date. The place of Closing shall be at the office of the City Manager, 300 West Plant Street, Winter Garden, Florida, and such closing shall occur on or before **February 22, 2016** (the "Closing Date"), or ten (10) days after Winter Garden receives its right-of-way utilization permit referenced in Section 9.4 above, whichever last occurs. The Closing of this transaction may be extended beyond the Closing Date in order to allow for the fulfillment of obligations set forth in this Purchase Agreement, but in no event beyond thirty (30) days from the Closing Date, unless mutually agreed in writing by the Parties, or extended by provision of this Purchase Agreement.

Section 13. Closing Documents and Procedures.

13.1 Deliverables from Water Conserv II Partners. The following documents shall be delivered by the Water Conserv II Partners to Winter Garden no later than ten (10) days prior to Closing, but shall be executed on the Closing Date:

- a. Bills of sale and other documents of assignment and transfer for all Facilities;
- b. Copies of all permits, governmental authorizations and approvals, together with applicable permit applications for or transfer approvals from any and all agencies that have issued said permits, authorizations, and approvals (originals thereof to be delivered at Closing);
- c. Customer records showing customer name; billing address; site of service address; meter size, type, identification number and last twelve (12) months of consumption or

use records;

d. Evidence of insurance and an original executed certification to Winter Garden as contemplated by subsection 8.1.c. hereof;

e. Such other instruments and documents, in form approved by Winter Garden's counsel as may be reasonably required in order to transfer ownership and possession of the Purchased Assets to Winter Garden; provided that none of such documents shall result in any additional liability, financial or otherwise, on the part of Water Conserv II Partners not otherwise provided for in this Purchase Agreement; and

f. All assignments of agreements, permits and governmental approvals to operate the Facilities required by law, rule or regulation to assign the agreements, permits or approvals to Winter Garden; and

g. Assignment and Assumption of Utility Easements to Winter Garden.

13.2 Deliverables from Winter Garden. On the Closing Date(s), Winter Garden shall pay the Purchased Assets' Purchase Price by delivering a Winter Garden warrant or check to the Water Conserv II Partners in the amount due Water Conserv II Partners as provided in Section 5 herein, subject to the prorations and adjustments as provided for herein. Winter Garden shall also deliver at the Closing the executed form of an assumption of the agreements, permits or governmental approvals required to operate the Facilities set forth in this Purchase Agreement, an assumption of the permits, agreements, approvals and other interests in the Facilities being assigned by the Water Conserv II Partners, and a certified copy of a resolution or minutes of Winter Garden approving this transaction, if not previously delivered to Water Conserv II Partners. These documents shall be executed on or before the Closing Date, or as required by law or regulatory agency. The assignments and assumptions being prepared by the Parties may be

incorporated into one document (with appropriate exhibits as required) at the convenience and with the concurrence of the Parties. Winter Garden shall also deliver at Closing such other instruments and documents as Water Conserv II Partners' counsels may reasonably require, in form approved by Winter Garden's counsel, in order to transfer possession and control of the Facilities to Winter Garden, provided that none of such documents shall result in any additional liability on the part of Winter Garden not otherwise provided for in this Purchase Agreement.

Section 14. Responsibility for Professional Fees and Costs. Each Party shall be responsible for its own attorney's fees, engineering fees, accounting fees and other costs in connection with the preparation and execution of this Purchase Agreement, the Closing of the transaction contemplated herein and in connection with all judicial and administrative proceedings related to the acquisition of the Facilities.

Section 15. Commissions. The Water Conserv II Partners and Winter Garden warrant to the other that the transaction contemplated by this Purchase Agreement is a direct, transaction between the Water Conserv II Partners and Winter Garden without the use of a broker or commissioned agent.

Section 16. Notices; Proper Form. Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier (such as Federal Express) or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

CITY OF ORLANDO:

Director, Public Works
400 S. Orange Avenue
Orlando, Florida 32802-4990

ORANGE COUNTY:

Manager, Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802-1393

With a copy to:

Director, Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825

CITY OF WINTER GARDEN:

City Manager
300 West Plant Street
Winter Garden, Florida 34787

With a copy to:

Director of Public Services
300 West Plant Street
Winter Garden, Florida 34787

Notices personally delivered by hand or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given five (5) days after deposit in the U.S. mail.

Section 17. Entire Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Purchase Agreement. Amendments to the provisions herein shall be made by the Parties in writing by formal action of their governing bodies.

Section 18. Disclaimer of Third Party Beneficiaries. This Purchase Agreement is solely for the benefit of the formal Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

Section 19. Binding Effect. All of the provisions of this Purchase Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of Winter Garden and the Water Conserv II Partners.

Section 20. Time of the Essence. Time is hereby declared of the essence in the performance of each and every provision of this Purchase Agreement.

Section 21. Applicable Law. This Purchase Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any litigation shall be in Orange County, Florida

Section 22. Miscellaneous.

22.1 All of the Parties to this Purchase Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Purchase Agreement shall not be more strictly construed against any one of the Parties hereto.

22.2 Except for the provisions providing that Winter Garden is obligated to purchase from Water Conserv II Partners all of the specified Water Conserv II Partners' Facilities and Utility Easements, in the event any term or provision of this Purchase Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Purchase Agreement shall be construed to be in full force and effect. If the terms set forth in the first clause of this Section are stricken by a Court, then this Purchase Agreement may be declared null and void by any Party to it.

22.3 Except as provided otherwise herein, in the event of any litigation between the Parties under this Purchase Agreement, each Party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels.

22.4 In construing this Purchase Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

22.5 To the extent allowed under section 768.28, Florida Statutes, and subject to the limitations thereof, Water Conserv II Partners shall indemnify and hold Winter Garden harmless from, all claims, disputes, lawsuits, attorneys' fees, judgments and other adverse matters, including third party claims, arising from or related to events that occurred prior to the Closing Date for matters pertaining to the Purchased Assets. This paragraph shall not be construed as a waiver of sovereign immunity of the Water Conserv II Partners, individually or jointly. This Section 22.5 shall survive Closing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year written below their signatures.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs, Mayor

Date: _____

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

By: _____
Deputy Clerk

CITY OF WINTER GARDEN, FLORIDA

By: John Rees
Mayor

(SEAL)

Print Name: John REES

Date: 12/10/15

ATTEST:

Kathy Golden
Kathy Golden, City Clerk

APPROVED AS TO FORM AND
LEGALITY

For the use and reliance of the
City of Winter Garden, Florida only.

12-10-2015
[Signature]
City Attorney
City of Winter Garden

EXHIBIT "A-1"

Inventory of all Equipment and Parts

Item No.	Qty	Unit	Item Description (Unit Price in words)	Unit Price	Total Price
1	480	Linear Feet	Stoneybrook West: 10-inch Trenched Ductile Iron Pipe	\$20.00	\$9,600.00
2	5,035	Linear Feet	Stoneybrook West: 16-inch Trenched Ductile Iron Pipe	\$25.00	\$125,875.00
3	3,752	Linear Feet	Stoneybrook West: 20-inch Trenched Ductile Iron Pipe	\$39.00	\$146,328.00
4	5,088	Linear Feet	Stoneybrook West: 24-inch Trenched Ductile Iron Pipe	\$46.00	\$234,048.00
5	35	Linear Feet	Stoneybrook West: 10-inch Directional Drilled HDPE Pipe	\$115.00	\$4,025.00
6	655	Linear Feet	Stoneybrook West: 16-inch Directional Drilled HDPE Pipe	\$110.00	\$72,050.00
7	205	Linear Feet	Stoneybrook West: 20-inch Directional Drilled HDPE Pipe	\$225.00	\$46,125.00
8	35	Linear Feet	Stoneybrook West: 24-inch Directional Drilled HDPE Pipe	\$530.00	\$18,550.00
9	3	Each	Stoneybrook West: 16-inch Diameter Butterfly Valve	\$4,000.00	\$12,000.00
10	5	Each	Stoneybrook West: 20-inch Diameter Butterfly Valve	\$4,500.00	\$22,500.00
11	2	Each	Stoneybrook West: 24-inch Diameter Butterfly Valve	\$5,500.00	\$11,000.00
12	5	Each	Stoneybrook West: 4-inch Air Release Valve and Combination Air Release/Vacuum Valve Assemblies	\$5,250.00	\$26,250.00
13	3	Each	Stoneybrook West: 3-inch Air Release Valve and Combination Air Release/Vacuum Valve Assemblies	\$4,750.00	\$14,250.00
14	1	Lump Sum	Stoneybrook West: 8-inch Turnout 8T-07: Including all materials, equipment pipe, fittings, piping appurtenances; butterfly valves; pressure reducing valves; blind flanges; pressure gauges; air release valves and isolation valves; excluding radio equipment	\$25,000.00	\$25,000.00
15	1	Lump Sum	Stoneybrook West: Electrical Power Systems	\$19,500.00	\$19,500.00
16	1	Lump Sum	Stoneybrook West: Instrumentation and Controls.	\$86,00.00	\$86,00.00

Exhibit C - Sale and Purchase Agreement

Temporary Utility Easement

Official Records Book	Page
6752	3201
6752	3216
6734	0206
6993	0825
6993	0830

CITY OF WINTER GARDEN,
CITY OF ORLANDO AND ORANGE COUNTY, FLORIDA
TEMPORARY UTILITY EASEMENT

THIS INDENTURE, herein referred to as this Temporary Easement is made this ___ day of , 2015, between the CITY OF WINTER GARDEN, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("GRANTOR"), and the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 ("ORLANDO"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, ("ORANGE"), collectively, Orange and Orlando are referred to as GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$1.00 and other valuable considerations and covenants, paid or made by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a right-of-way and easement for utility purposes, with full authority to enter upon, maintain, repair and replace at GRANTEE's expense, as the GRANTEE and its assigns may deem necessary, reclaimed water lines, and any other related utility facilities over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED EXHIBIT "A"

Listing the following Easements:

<u>O.R. BOOK</u>	<u>PAGE</u>
6752	3201
6752	3216
6734	0206
6993	0825
6993	0830

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever; provided, however, the easement hereby granted shall automatically terminate and be null and void with no further force or effect on the date that GRANTOR initiates reclaimed water service to Stoneybrook West Golf Club, LLC., or December 31, 2020, whichever date first occurs, without the necessity of the GRANTOR undertaking vacation proceedings or obtaining any release from the GRANTEE, or providing notice of termination or taking any other action.

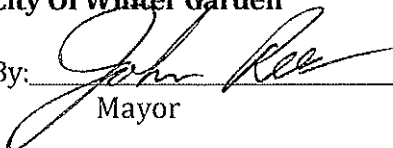
THE GRANTEE herein and its assigns shall have the right to clear and keep clear all

trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the GRANTOR, its successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

IN WITNESS WHEREOF, the said GRANTOR and GRANTEE has caused these presents to be executed in its name.

GRANTOR
City Of Winter Garden

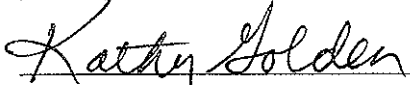
(SEAL)

By: 
Mayor

Printed Name: John REES

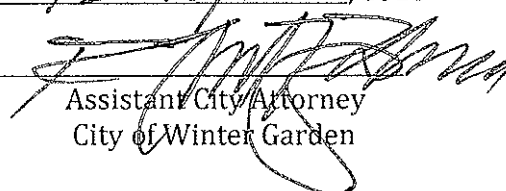
Date: 12/10/15

ATTEST:


Kathy Golden, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Winter
Garden, Florida only.

12-10/2015, 2015

Assistant City Attorney
City of Winter Garden

**GRANTEE
City Of Orlando**

(SEAL)


By: _____

Mayor Buddy Dyer / ~~Mayor Pro Tem~~
~~Antonio L. Ortiz~~

Date: _____

1/28/16

ATTEST:



, City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of
Orlando, Florida only.

1/28, 2016



CA Assistant City Attorney
City of Orlando

Orange County, Florida

By: Board of County Commissioners

By: _____

Teresa Jacobs
Orange County Mayor

Date: _____

Attest:

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

By: _____

Deputy Clerk

Exhibit A - Temporary Utility Easement

Official Records Book	Page
6752	3201
6752	3216
6734	0206
6993	0825
6993	0830

This document was prepared by and after recording should be returned to Anthony J. Cotter, Assistant County Attorney Orange County Attorney's Office 201 S. Rosalind Avenue, 3rd Floor Orlando, FL 32801

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida, and the **CITY OF ORLANDO**, a Florida municipal corporation (jointly the "**Seller**"), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by **CITY OF WINTER GARDEN**, a Florida municipal corporation (the "**Buyer**") has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto the **Buyer**, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by **Seller** which are used or held for use by **Seller** exclusively in connection with those reclaimed water systems of **Seller** located in Orange County, Florida, consisting of the specified CONSERV II Facilities (collectively called the "Facilities") and consisting of all real, personal and mixed property exclusively used or exclusively held for use in connection with the Facilities. The assets being conveyed hereunder shall hereinafter be referred to as the "Purchased Assets."

The Purchased Assets shall mean:

- A. **Reclaimed Water Facilities**. All piping, valves, connections, turnouts and all personal property and fixtures lying north of turnout 8T-10 as described in **Exhibit "A,"** incorporated in and attached hereto;
- B. **Customer Deposits**. None due from **Seller** to **Buyer**;

TO HAVE AND TO HOLD the same unto the **Buyer**, its successors and assigns forever.

And the **Seller**, for itself and its successors, hereby covenants to and with **Buyer**, its successors and assigns, that it is the lawful owner of the Purchased Assets; that they are free from all liens and encumbrances; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Seller hereto executes this document on the date and

City Council Meeting: 1-25-16
Item: IL Documentary: 160125101

year written below their signatures.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

Date: _____

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

By: _____
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By:

[Handwritten signature: Buddy Dyer]
Mayor Buddy Dyer / Mayor Pro Tem
[Handwritten signature: Buddy Dyer]

Date:

1/28/16

(SEAL)

ATTEST:

[Handwritten signature: City Clerk]

City Clerk

APPROVED AS TO FORM AND
LEGALITY

For the use and reliance of the
City of Orlando, Florida only.

1/28, 2016

CA *[Handwritten signature]*

Assistant City Attorney
City of Orlando

EXHIBIT "A-1"

Inventory of all Equipment and Parts

Item No.	Qty	Unit	Item Description (Unit Price in words)	Unit Price	Total Price
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16	1	Lump Sum	Stoneybrook West: Instrumentation and Controls.	\$86,000.00	\$86,000.00

This document was prepared by
and after recording shall be returned to:
Anthony J. Cotter
Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802-1393

**ASSIGNMENT AND ASSUMPTION
OF
UTILITY EASEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF UTILITY EASEMENTS

("Easement Assignment Agreement") is entered into as of the date of latest execution below by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (collectively, the City of Orlando and Orange County are referred to as the "Water Conserv II Partners"), and the **CITY OF WINTER GARDEN, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("Winter Garden"). Winter Garden and Water Conserv II Partners may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Water Conserv II Partners and Winter Garden are Parties to that certain agreement entitled "Sale and Purchase Agreement for Reclaimed Water Distribution System Assets and Easements" (the "Purchase Agreement") entered on the same date as this Easement Assignment Agreement; and

WHEREAS, pursuant to Section 3 of the Purchase Agreement, "The Water Conserv II Partners agree to assign and Winter Garden agrees to assume certain utility easements that do not

City Council Meeting: 1-25-16
Item: 21 Documentary: 160125101

lie within the current or contemplated right-of-way for C. R. 545,” as more particularly described in the Utility Easements that constitute Composite Exhibit “A,” attached hereto and incorporated herein by this reference (the “Utility Easements”); and

WHEREAS, as described in the Purchase Agreement, the Parties anticipate the conveyance of approximately one and one-half (1.5) miles of reclaimed water pipe, valves, connections, turnout and attendant facilities, and utility easements to allow Winter Garden to become the retail supplier of reclaimed water to Stoneybrook West Golf Club, LLC, and other reclaimed water users; and

WHEREAS, the City of Orlando owns and controls the Utility Easements; and

WHEREAS, City of Orlando desires to assign to Winter Garden all of City of Orlando’s right, title and interest in and to the Utility Easements, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid in hand by Winter Garden to Water Conserv II Partners, and the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

Section 1. **Recitals.** The above recitals are true and correct and form a material part of this Easement Assignment Agreement.

Section 2. **Assignment of Rights.** The Water Conserv II Partners, individually and jointly, hereby assign all right, title and interest in and to the Utility Easements to Winter Garden and have no further obligations whatsoever under the Utility Easements after closing of the Purchase Agreement.

Section 3. **Assumption of Utility Easements.** Winter Garden hereby accepts the assignment of the Utility Easements and fully assumes any and all obligations and liabilities related thereto after closing of the Purchase Agreement.

Section 4. **Indemnification.** Excluding matters pertaining to Water Conserv II Partners' willful misconduct or negligence, Winter Garden hereby agrees to indemnify and hold harmless Water Conserv II Partners, jointly and severally, from and against any and all claims, liabilities, losses, damages, actions, fines, costs, fees, and expenses (including attorney's fees and expenses prior to and during any administrative action or other litigation, and appeals therefrom) that may accrue or arise in relation to this Easement Assignment Agreement on and after the Effective Date of this Easement Assignment Agreement. Water Conserv II Partners acknowledge that Winter Garden accepts no responsibility for all claims, liabilities, losses, damages, actions, fines, costs, fees and expenses (including attorneys' fees and expenses for administrative action or other litigation, and appeals therefrom) related to matters covered by or related to this Easement Assignment Agreement for events and matters which occurred prior to the Effective Date, as hereafter defined.

Section 5. **Effective Date.** This Easement Assignment Agreement shall become effective upon the date of closing of the sale and purchase of the Facilities and Utility Easements under the Purchase Agreement (the "Effective Date").

Section 6. **Miscellaneous Provisions.**

(a) Winter Garden agrees to record this document in the Official Records of Orange County within thirty days of the Parties entering into this Easement Assignment Agreement, and will pay the cost of recording this document.

(b) This Easement Assignment Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this agreement. This Easement Assignment Agreement may not be amended, changed, altered, or modified except by an instrument in writing signed by all the Parties.

(c) This Easement Assignment Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for litigation shall be in Orange County.

(d) The Parties have participated fully in the negotiation and preparation of this agreement, and, accordingly, this Easement Assignment Agreement shall not be more strictly construed against any one Party.

(e) In the event of any litigation between the Parties under this Easement Assignment Agreement, each Party shall be responsible for its own attorney's fees and costs at all trial and appellate levels.

(f) The Parties shall from time to time do and perform such additional acts and execute and deliver such additional documents and instruments as may be required as reasonable requested by any party to effect the intent and purposes of this Easement Assignment Agreement.

Section 7. If Winter Garden fails to acquire the reclaimed water facilities and easements described in the Purchase Agreement within one (1) year of the first date that this Easement Assignment Agreement is signed by all the Parties, then this Easement Assignment Agreement shall be void *ab initio*, and all Utility Easements assigned to and assumed by Winter

Garden hereunder shall revert to the City of Orlando. Should the Utility Easements revert to the City of Orlando, the Parties agree to cooperate in the timely preparation and execution of all necessary instruments, and the instruments shall be recorded by the City of Orlando at the sole cost of the Water Conserv II Partners.

IN WITNESS WHEREOF, the Parties have below caused this Easement Assignment Agreement to be executed in manner and form and by persons and/or officers thereunto duly authorized.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

Date: _____

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

By: _____
Deputy Clerk

Attest:

Celeste Brown
City Clerk

CITY OF ORLANDO, FLORIDA

Buddy Dyer
Mayor Buddy Dyer / Mayor Pro Tem
Antonio Ortiz

APPROVED AS TO FORM AND LEGALITY for use and reliance by the City of Orlando, Florida, only.

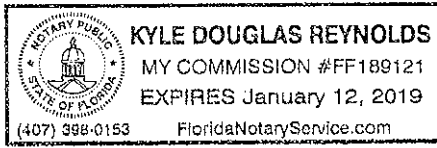
[Signature]
CA Assistant City Attorney

1/28, 2016

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of January, 2016, by Antonio Ortiz and Celeste Brown as the Mayor Pro Tem and City Clerk of the City of Orlando, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me ~~or has produced~~ as identification.

In witness whereof, I have hereunto set my hand and official seal.



Kyle Reynolds
Signature of Notary Public - State of Florida

Kyle D. Reynolds
Print, Type, or Stamp
Commissioned Name of Notary Public

January 12, 2019
My Commission Expires

CITY OF WINTER GARDEN, FLORIDA

By: John Rees
Mayor

(SEAL)

Print Name: JOHN REES

Date: 12/10/15

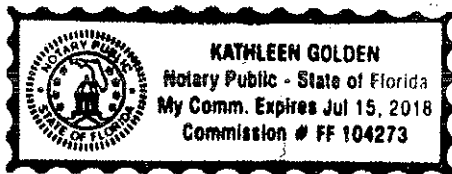
ATTEST:

Kathy Golden
Kathy Golden, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of December, 2015, by John Rees and _____ as the Mayor and ~~City Clerk~~ of the City of Winter Garden, Florida, and who have acknowledged that they executed the same on behalf of the City of Winter Garden, Florida and that each was authorized to do so. Each ~~is~~ personally known to me or has produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.



Kathleen Golden
Signature of Notary Public - State of Florida

Print, Type, or Stamp
Commissioned Name of Notary Public

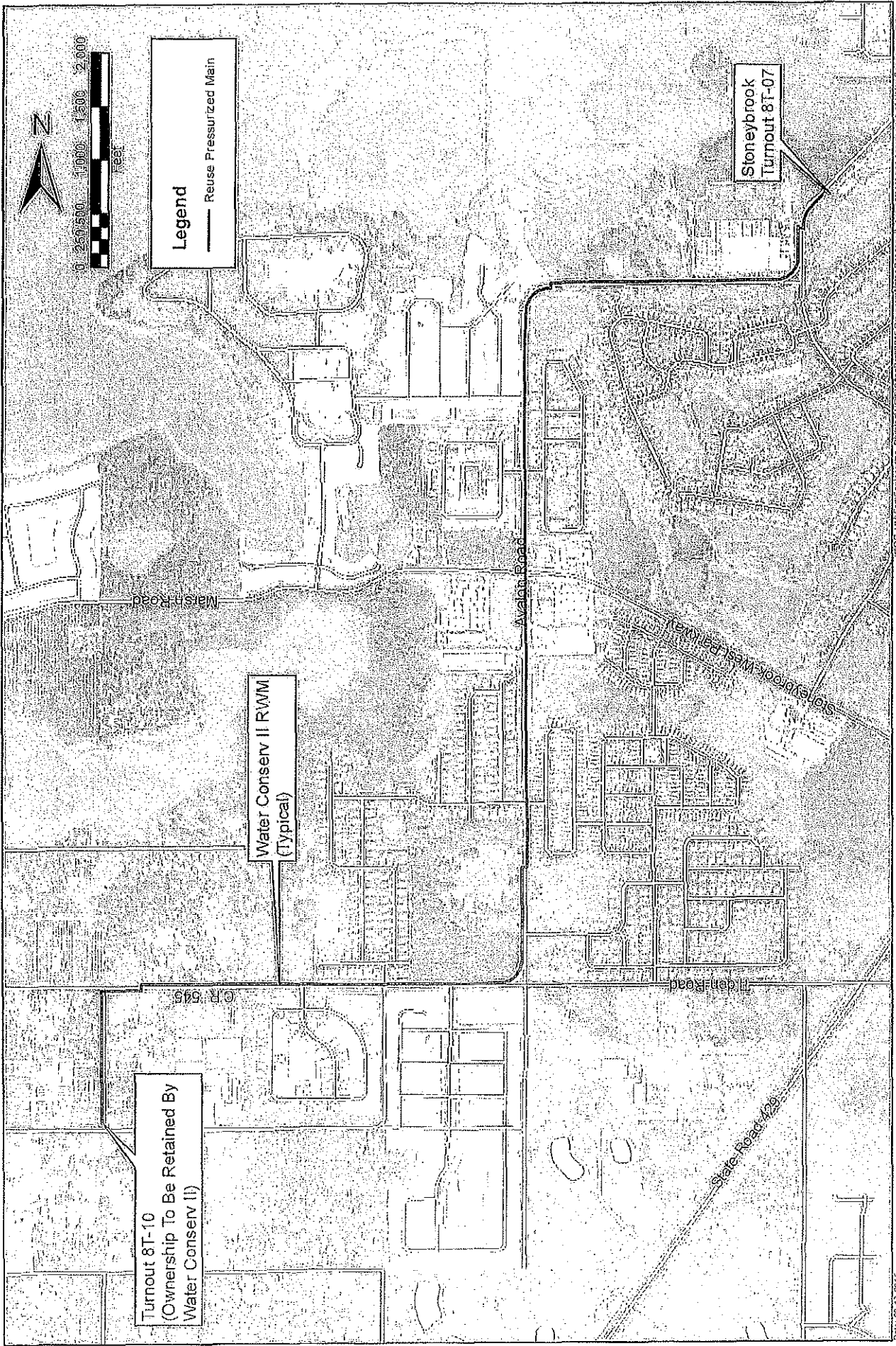
7-15-2018
My Commission Expires

COMPOSITE EXHIBIT "A"

**INCLUDING THE FOLLOWING DOCUMENTS INCLUDED BY REFERENCE, AS
RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA:**

<u>O.R. BOOK</u>	<u>PAGE</u>
6752	3201
6752	3216
6734	0206
6993	0825
6993	0830

u:\ak\clients\winter garden\conservii facilities purchase w500-22556\final doc\assignment and assumption of utility esnts clean final 11-17-15.docx



Assignment and Assumption of Utility Easements
COMPOSITE EXHIBIT A - FACILITIES

MPTROLL

OFFICE OF THE COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

MARTHA O. HAYNIE, CPA
County Comptroller
201 South Rosalind Avenue
Post Office Box 38
Orlando, Florida 32802
Telephone 407-836-5690
FAX: 407-836-5599
Website: www.occompt.com

COUNTY COMMISSION AGENDA
Tuesday, February 16, 2016

COUNTY COMPTROLLER

Informational only – No Board action required

Receipt of the following items to file for the record:

- a. Florida Public Service Commission Order Approving Revisions to Tariffs. In re: Petition to approve revisions to Tariff Sheets Nos. 6.2811, 6.282, and 6.284 Rate Schedule LS-1 - Lighting Service, by Duke Energy Florida, LLC.
- b. City of Orlando Voluntary Annexation Requests with copy of advertisement associated with the proposed annexation as follows:
 - Voluntary Annexation Request: Daubert St. and Lake Baldwin Lane (ANX2015-00012) Notice of Proposed Enactment. On February 29, 2016, the Orlando City Council will consider proposed Ordinance #2016-5, 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 Daubert St., East of Maltby Ave., south of Roush Ave., and west of Jamajo Blvd., and comprised of 1.88 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 Industrial, in part, on the City's Official Future Land Use Maps; designating the property as the R-1 one family residential district along with the aircraft noise overlay district, in part, and the Industrial-Commercial District along with the aircraft noise 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. 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.
 - Voluntary Annexation Request: Ewing Irrigation (447 De Leon Ave.: ANX2015-00014). Notice of Proposed Enactment. On February 29, 2016, the Orlando City Council will consider proposed ordinance #2016-8, 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 Old Winter Garden Rd., east of Ferguson Dr., south of W. Colonial Dr., and west of Haralson Ave., and comprised of 0.42 acres of land, more or less; amending the City's adopted Growth Management Plan to designate the property as Industrial on the City's Official Future Land Use Maps; designating the property as Industrial-General on the City's Official Zoning Maps; providing for amendment of the

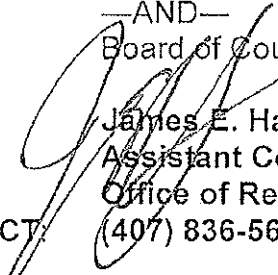
- City's Official Future Land Use and Zoning Maps; providing for severability, correction of scrivener's errors, and an effective date. A public hearing on this Ordinance will be held during Council's regular meeting beginning at 2:00 p.m., in Council Chambers, 2nd floor, Orlando City Hall, 400 S. Orange Ave., Orlando, Florida.

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



January 27, 2016

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

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

CONTACT: (407) 836-5610

SUBJECT: February 16, 2016 - Discussion Item
SunRail Update

Staff from the Florida Department of Transportation will update the Board of County Commissioners on the current status of SunRail.

ACTION REQUESTED: No action requested. All Districts.

JEH/lab

c: Ajit Lalchandani, County Administrator



Interoffice Memo

AGENDA ITEM

February 4, 2016

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

THRU: Christopher Hunter, M.D., Ph.D., Director
Health Services Department

FROM: Kelly Deutsch, Acting Manager
Mosquito Control Division
Contact: (407-254-9120)

SUBJECT: Mosquito Control Update
Discussion Agenda – February 16, 2016

A handwritten signature in black ink, appearing to be "K. Deutsch".

Orange County Mosquito Control and the Florida Department of Health have recognized that the mosquito-borne disease, Zika virus, poses an emerging threat to the residents of Orange County. The mosquitoes that spread this disease are domestic insects frequently found near homes in Central Florida. Zika virus has rapidly spread through Brazil in 2015, and several individuals in the United States have tested positive for this disease after traveling to endemic regions. The key to preventing local transmission of these diseases is control of the mosquito population. There are straight forward measures to accomplish this goal, and community engagement is the key to making it a successful process.

At the February 16, 2016, Board meeting, staff will present information on Mosquito diseases and the control methods available to decrease the likelihood of local transmission.

This presentation is for informational purposes only. No Board action will be requested.

CH:sb

Cc: George A. Ralls, M.D., Deputy County Administrator

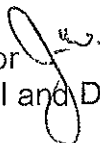


Interoffice Memorandum

AGENDA ITEM

February 1, 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: Tim Boldig, Deputy Director
Community, Environmental & Development
Services Department
407 836-5645**

SUBJECT: February 16, 2016 – Discussion Item
Development Activity Report

Over the past several years, the County has been engaged in enhancing the customer experience and streamlining the development process for land development and permitting services. With the strong recovery of the new home residential market and an improved economic outlook, it is imperative the County is able to meet customer expectations for timely and quality service delivery for permitting services. One approach used to achieve this goal has been to expand the use of technology to support staff, customers and citizens.

On February 16, 2016, staff will provide an update on development activity, permitting service delivery, and the progress of the technology initiatives used to support the land development and permitting processes. Staff will share the vision, accomplishments, and benefits of the Development Services technology program. The discussion will also cover the future direction of the program, including new services and opportunities for improved customer communication and citizen engagement.

This presentation is for informational purposes only and no action is being requested.

JVW/tb:ep



Interoffice Memorandum

AGENDA ITEM

January 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: Alberto A. Vargas, MArch., Manager,
Planning Division
407 836-5354**

SUBJECT: February 16 — Work Session Item
Rural Residential Enclaves

Orange County Planning Division initiated a study to better understand the existing conditions and challenges of preserving the rural neighborhood character and lifestyle of four existing communities within Orange County's Urban Service Area boundary. These four communities include; Berry Dease, Chickasaw South, Rocking Horse and Lake Mable. All four communities are currently experiencing urban development and redevelopment proposals that challenge the preservation of their distinct rural residential character.

At the February 16, 2016 Work Session, staff will outline the outcome of the small area studies and will present draft policies, standards and guidelines that include compatibility parameters between existing residential properties and future developments within each of the four communities.

The presentation is for informational purposes only.

JVW/AV



Orange County
Community,
Environmental
Development
Services
Department,
Planning Division

Comprehensive
Planning
Development

Review

Planning

Development

Review

Planning

Development

Review

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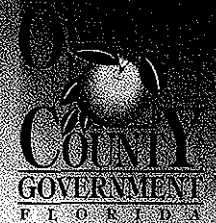
Planning

Development

Review

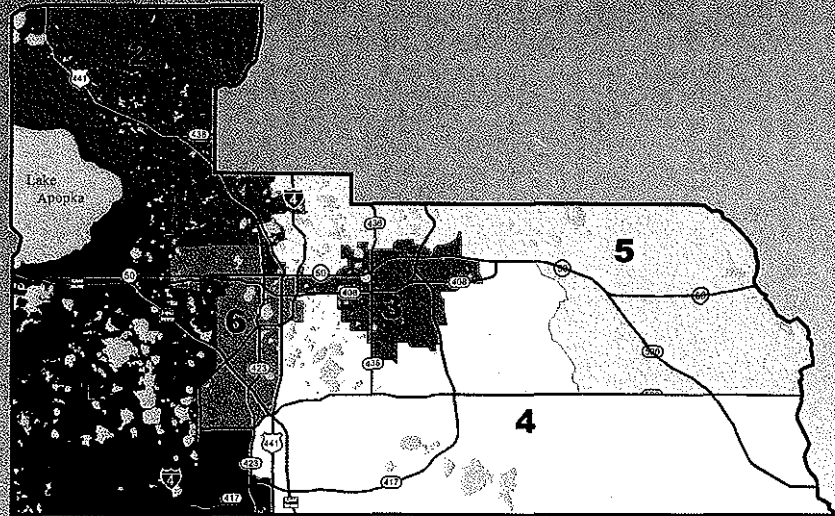
Planning

Development



Orange County, Florida

Planning and Zoning Commission/ Local Planning Agency




Recommendations

JANUARY 21, 2016

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

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



James Dunn	District #1
Marvin Barrett	District #2
Tina Demostene Chairperson	District #3
Pat DiVecchio	District #4
Rick V. Baldocchi	District #5
JaJa J. Wade	District #6
Paul Wean	At Large
Yogesh Melwani	At Large
Jose Cantero Vice- Chairperson	At Large

TABLE OF HEARINGS

Planning and Zoning Commission

January 21, 2016

<u>Case #</u> <u>Applicant</u>	<u>Request</u>	Commission <u>District</u>	Recommendations <u>Staff</u>	<u>PZC</u>	BCC Hearing <u>Required</u>
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I. CONVENTIONAL REZONING PUBLIC HEARINGS

RZ-16-01-003 James M. Reynolds	<i>R-1A to R-T-1</i>	4	Approval with three (3) restrictions	Approval with three (3) restrictions	No
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SITE and BUILDING REQUIREMENTS

Orange County Code Section 38-1501. Basic Requirements

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

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.)
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 ††	*
NAC	Townhouse, 1,800	750 per DU	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ††	*
	Non-residential and mixed use development, 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 ††	*
NC	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 ††	*
	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 ††	*
P-O	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 ††	*
C-1	Townhouse	750 per DU	20	25, 15 for rear entry driveway	20, 15 for rear entry garage	0, 10 for end units	40/3 stories ††	*
	10,000	500	85	25	30	10 for one- and two-story bldgs., plus 2 for each add. story	35**	*
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 as provided in Art. XV	15; or 20 when abutting residential district	5; or 25 when abutting residential district; 15 for any side street	50; or 35 within 100 feet of all residential districts	*
C-3	12,000	500	125 on major streets (see Art. XV); 100 for all other streets ###	25, except on major streets as provided in Art. XV	15; or 20 when abutting residential district	5; or 25 when abutting residential district; 15 for any side street	75; or 35 within 100 feet of all residential districts	*

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

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

FOOTNOTES

- * Setbacks shall be a minimum of 50 feet from the normal high water elevation contour on any adjacent natural surface water body and any natural or artificial extension of such water body, for any building or other principal structure. Subject to the lakeshore protection ordinance and the conservation ordinance, the minimum setbacks from the normal high water elevation contour on any adjacent natural surface water body, and any natural or artificial extension of such water body, for an accessory building, a swimming pool, swimming pool deck, a covered patio, a wood deck attached to the principal structure or accessory structure, a parking lot, or any other accessory use, shall be the same distance as the setbacks which are used per the respective zoning district requirements as measured from the normal high water elevation contour.
- ** Buildings in excess of 35 feet in height may be permitted as a special exception.
- *** Buildings in excess of 1 story in height within 100 feet of the property line of any single-family residential district may be permitted as a special exception.
- **** Side setback is 30 feet where adjacent to single-family district.
- ***** For lots platted between 4/27/93 and 3/3/97 that are less than 45 feet wide or contain less than 4,500 sq. ft. of lot area, or contain less than 1,000 square feet of living area shall be vested pursuant to Article III of this chapter and shall be considered to be conforming lots for width and/or size and/or living area.
- ***** For attached units (common fire wall and zero separation between units) the minimum duplex lot width is 80 feet and the duplex lot size is 8,000 square feet. For detached units the minimum duplex lot width is 90 feet and the duplex lot size is 9,000 square feet with a minimum separation between units of 10 feet. Fee simple interest in each half of a duplex lot may be sold, devised or transferred independently from the other half. For duplex lots that:
 - (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, 25 feet rear, 6 feet side; R-2, 25 feet, front, 25 feet rear, 6 feet side for one (1) and two (2) dwelling units; R-3, 25 feet, front, 25 feet, rear, 6 feet side for two (2) dwelling units. Setbacks not listed in this footnote shall apply as listed in the main text of this section.
- † Attached units only. If units are detached, each unit shall be placed on the equivalent of a lot 45 feet in width and each unit must contain at least 1,000 square feet of living area. Each detached unit must have a separation from any other unit on site of at least 10 feet.

- ++ Maximum impervious surface ratio shall be 70%, except for townhouses, nonresidential, and mixed use development, which shall have a maximum impervious surface ratio of 80%.
- +++ Based on gross square feet.

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

BUFFER YARD REQUIREMENTS

Orange County Code Section 24-5.

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

(a) *Buffer classifications:*

- (1) **Type A, opaque buffer:** This buffer classification shall be used to separate heavy industrial (I-4 and M-1) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least eight (8) feet and shall be a minimum of fifty (50) feet wide. The type A buffer shall utilize a masonry wall.
- (2) **Type B, opaque buffer:** This buffer classification shall be used to separate commercial (general and wholesale) (C-2 and C-3) and industrial (general and light) (I-2/I-3 and I-1/I-5) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of twenty-five (25) feet wide. The type B buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be four (4) feet high and seventy (70) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (3) **Type C, opaque buffer.** This buffer classification shall be used to separate neighborhood retail commercial (C-1), industrial-restricted (I-1A) and multi-family uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of fifteen (15) feet wide. The type C buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (4) **Type D, opaque buffer:** This buffer classification shall be used to separate professional office (P-O) uses from all residential uses. This buffer shall be completely opaque from the ground up to a height of at least six (6) feet and shall be a minimum of ten (10) feet wide. The type D buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof which maintains a completely opaque buffer. This buffer must be three (3) feet high and fifty (50) percent opaque at planting and be capable of attaining full height and opacity within three (3) years.
- (5) **Type E, mobile home and RV park buffer:** This buffer classification shall be used to separate mobile home and RV parks from all abutting uses. This buffer shall be twenty-five (25) feet wide. Where the park abuts an arterial highway, the buffer shall be fifty (50) feet wide. This buffer shall not be considered to be part of an abutting mobile home space, nor shall such buffer be used as part of the required recreation area or drainage system (ditch or canal). This buffer may utilize a masonry wall, berm, planted and/or existing vegetation or any combination thereof. This buffer must be at least five (5) feet in height and fifty (50) percent opaque within eighteen (18) months after installation.
- (6) **Type F, residential subdivision buffer:** See subdivision regulations (Chapter 34, Orange County Code).

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

CASE # RZ-16-01-003

Commission District: # 4

GENERAL INFORMATION

APPLICANT	James M. Reynolds
OWNERS	Chenet and Jaqueline Mesidor
HEARING TYPE	Planning and Zoning Commission
REQUEST	R-1A (Single-Family Dwelling District) to R-T-1 (Mobile Home Subdivision District)
LOCATION	1438 4th Street; or generally located at the southwest intersection of 4th Street and 8th Avenue
PARCEL ID NUMBER	01-24-29-8516-41-408
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 fifty-nine (159) notices were mailed to those property owners in the mailing area. A community meeting was not required for this application.
TRACT SIZE	0.50 gross acre
PROPOSED USE	Three (3) lots with one (1) conventional single-family detached residential dwelling unit per lot.

STAFF RECOMMENDATION

PLANNING

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested R-T-1 (Mobile Home Subdivision District) zoning, subject to the following restrictions:

1. The subject parcel may be subdivided into a maximum of three (3) lots;
2. Prior to any lot split, an application for a variance from the minimum lot size requirements for on-site Sewage Disposal shall be processed and approved in accordance to Orange County Code Sections 37-541 and 37-542; and
3. Development shall be limited to conventional single-family detached residential dwelling units only (*no mobile homes*).

IMPACT ANALYSIS

Land Use Compatibility

The R-T-1 (Mobile Home Subdivision District) zoning would allow for development that is compatible with the character of the surrounding neighborhood 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 Low-Medium Density Residential (LMDR). The R-T-1 (Mobile Home Subdivision District) zoning is consistent with the LMDR FLUM designation and the following applicable CP provisions:

FLU1.1.5 states that Orange County shall encourage mixed-use development, infill development and transit-oriented development to promote compact urban form and efficiently use land and infrastructure in the Urban Service Area.

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.

GOAL FLU2 states that Orange County will encourage urban strategies such as infill development, coordinated land use and transportation planning, and mixed-use development, which promote efficient use of infrastructure, compact development and an urban experience with a range of choices and living options.

OBJ FLU2.1 states that Orange County shall promote and encourage infill development through incentives identified in the Land Development Code for relatively small vacant and underutilized parcels within the County's established core areas in the Urban Service Area.

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

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	Undeveloped
Adjacent Zoning	N: R-1A (Single-Family Dwelling District) (1957) E: R-1A (Single-Family Dwelling District) (1957) W: R-1A (Single-Family Dwelling District) (1957) S: R-T-1 (Mobile Home Subdivision District) (1975)
Adjacent Land Uses	N: Detached Single-Family Residential E: Detached Single-Family Residential, Manufactured Home W: Detached Single-Family Residential S: Undeveloped

R-T-1 (Mobile Home Subdivision District) Development Standards

R-T-1 District Summary *

Min. Lot Area:	4,500 sq. ft.
Min. Lot Width:	45 ft.
Max. Height:	35 ft.
Min. Floor Area:	8' x 35' (mobile home); or 1000 sq. ft. (single-family dwelling)
Building Setbacks:	
Front:	25 ft. / 20 ft.
Rear:	25 ft. / 20 ft.
Side:	5 ft.
Side Street:	15 ft.

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

Permitted Uses

The intent and purpose of the R-T-1 mobile home subdivision district is to provide certain lands where it is desirable to attain a low-medium density residential area consisting of mobile homes and single-family dwellings on single lots under individual ownership.

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 0.50-acre parcel is located at the intersection of 4th Street and 8th Avenue and is currently undeveloped. Through this request, the applicant is seeking to rezone the parcel from R-1A (Single-Family Dwelling District) to R-T-1 (Mobile Home Subdivision District) with the intent to split the parcel into three (3) 60-foot wide lots, and redevelop the property with one (1) conventional single family detached residential dwelling unit per lot.

The surrounding area is characterized as primarily residential, with a mixture of single and two-family dwelling units, and a limited amount of mobile homes. The subject property is also located within the Taft Subdivision, which was originally platted with 60-foot wide lots on August 10, 1910. Many of the originally platted lots within the subdivision still exist, while other lots have aggregated over time.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Low-Medium Density Residential (LMDR) 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.

Preservation District

The subject property is located within the Taft Preservation District, which requires any voluntary annexation within the District to occur only if it is approved by a majority of the Board of County Commissioners and a majority of the registered electors residing within the District.

Airport Noise Zone

The subject property is not located in an Airport Noise Zone.

Environmental

The Orange County Environmental Protection Division (EPD) reviewed this request, but did not raise any issues or concerns.

Transportation / Access

Based on the concurrency segment database dated December 21, 2015, capacity is available to be encumbered for this project. This information is dated and is subject to change. An approved Capacity Encumbrance Letter (CEL) will be required prior to obtaining building permits.

Code Enforcement

There are no active Code Enforcement violations on the subject property.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>	
Water:	Taft Water Association	
Wastewater:	Orange County Utilities	There are no wastewater mains in the vicinity of the site.
Reclaim Water:	Orange County Utilities	There are no reclaimed water mains in the vicinity of the site.

Schools

Orange County Public Schools (OCPS) considers the impact to affected public schools to be "de minimus"; therefore a Capacity Enhancement Agreement (CEA) is not required.

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 – (January 21, 2016)

Make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the requested R-T-1 (Mobile Home Subdivision District) zoning, subject to the following restrictions:

1. The subject parcel may be subdivided into a maximum of three (3) lots;
2. Prior to any lot split, an application for a variance from the minimum lot size requirements for on-site Sewage Disposal shall be processed and approved in accordance to Orange County Code Sections 37-541 and 37-542; and
3. Development shall be limited to conventional single-family detached residential dwelling units only (*no mobile homes*).

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 R-T-1 (Mobile Home Subdivision District) zoning, subject to the three (3) restrictions.

Staff indicated that one hundred fifty-nine (159) notices were mailed to surrounding property owners within a buffer extending beyond 500 feet from the subject property, with five (5) responses in opposition received. The commentaries in opposition indicated opposition to mobile homes due to negative impacts on property values. The applicant was present and agreed with the staff report. One member of the public spoke in opposition due to the fear that it would permit additional mobile homes. The resident also expressed that they would prefer a maximum of two (2) single-family lots (as opposed to 3), but was otherwise generally satisfied with the staff recommendation.

After the public hearing was closed, Commissioner DiVecchio stated that even with the restriction to preclude mobile homes, the request was confusing because the R-T-1 District typically allows for that outright. Staff explained that aside from R-1 (Single-Family Dwelling District) zoning, the R-T-1 zoning was the only single-family district that would provide the applicant an opportunity to split the parcel into three (3) lots. Staff then indicated to the PZC that although the R-1 was consistent with underlying Low-Medium Density Residential (LMDR) Future Land Use Map (FLUM) designation, it had not been previously established in the Taft neighborhood, and therefore could be considered as "spot zoning". Finally, staff reassured PZC members that the restriction limiting development to conventional single family units would "run with the land" and would be enforced / tracked through the zoning system.

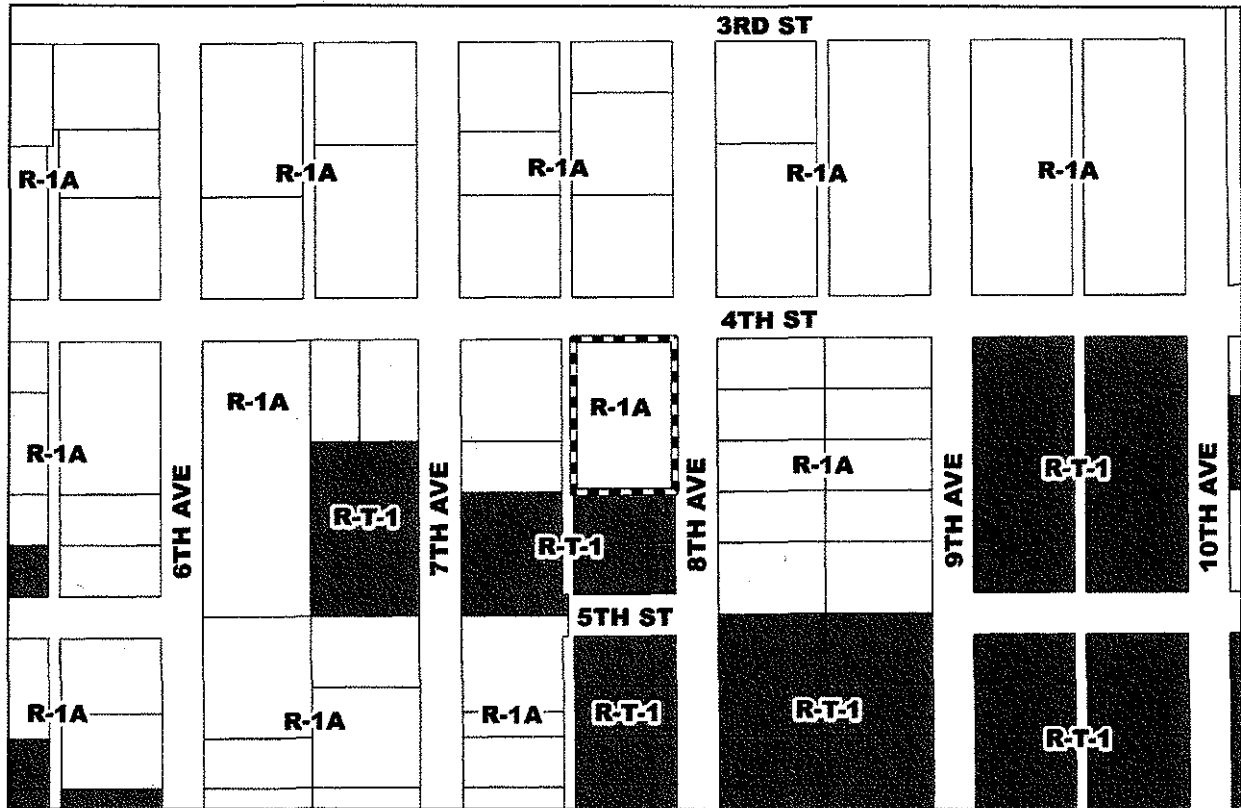
Commissioner Wean asked staff how a determination of consistency would be made if a new owner of the subject property sought to remove the mobile home restriction, to which

Staff replied would have to be processed through a new rezoning application. In response to a concern by Commissioner Demostene that future development of the subject property would include septic tanks, staff indicated that a variance from the minimum lot size requirements for on-site Sewage Disposal would be required (pursuant to the 2nd restriction). Finally, Commission Wean wanted the mobile home restriction to be noted in future deeds, but staff indicated that they couldn't bind future successors with the restriction.

Commissioner DiVecchio made a motion to find the request to be consistent with the Comprehensive Plan and recommend **APPROVAL** of the R-T-1 (Mobile Home Subdivision District) zoning, subject to the three (3) restrictions listed in the staff report. Commissioner Barrett seconded the motion, which was then carried 7-1 with Commissioner Baldocchi in opposition.

Motion / Second	<i>Pat DiVecchio / Marvin Barrett</i>
Voting in Favor	<i>Pat DiVecchio, Marvin Barrett, Tina Demostene, Jimmy Dunn, Paul Wean, Jose Cantero, and JaJa Wade</i>
Voting Against	<i>Rick Baldocchi</i>
Absent	<i>Yogesh Melwani</i>

RZ-16-01-003



 Subject Property



★ Subject Property

Zoning Map

ZONING: R-1A (Single-Family Dwelling Unit) to R-T-1 (Mobile Home Subdivision District)

APPLICANT: James M. Reynolds

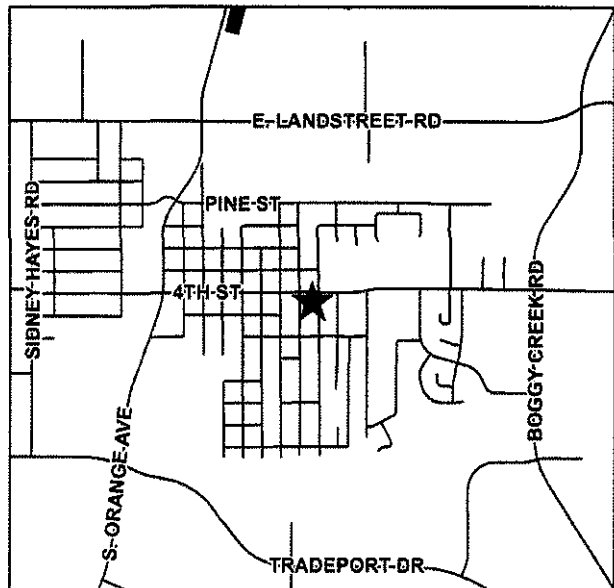
LOCATION: 1438 4th Street; or generally located at the southwest intersection of 4th Street and 8th Avenue

TRACT SIZE: 0.50 gross acre

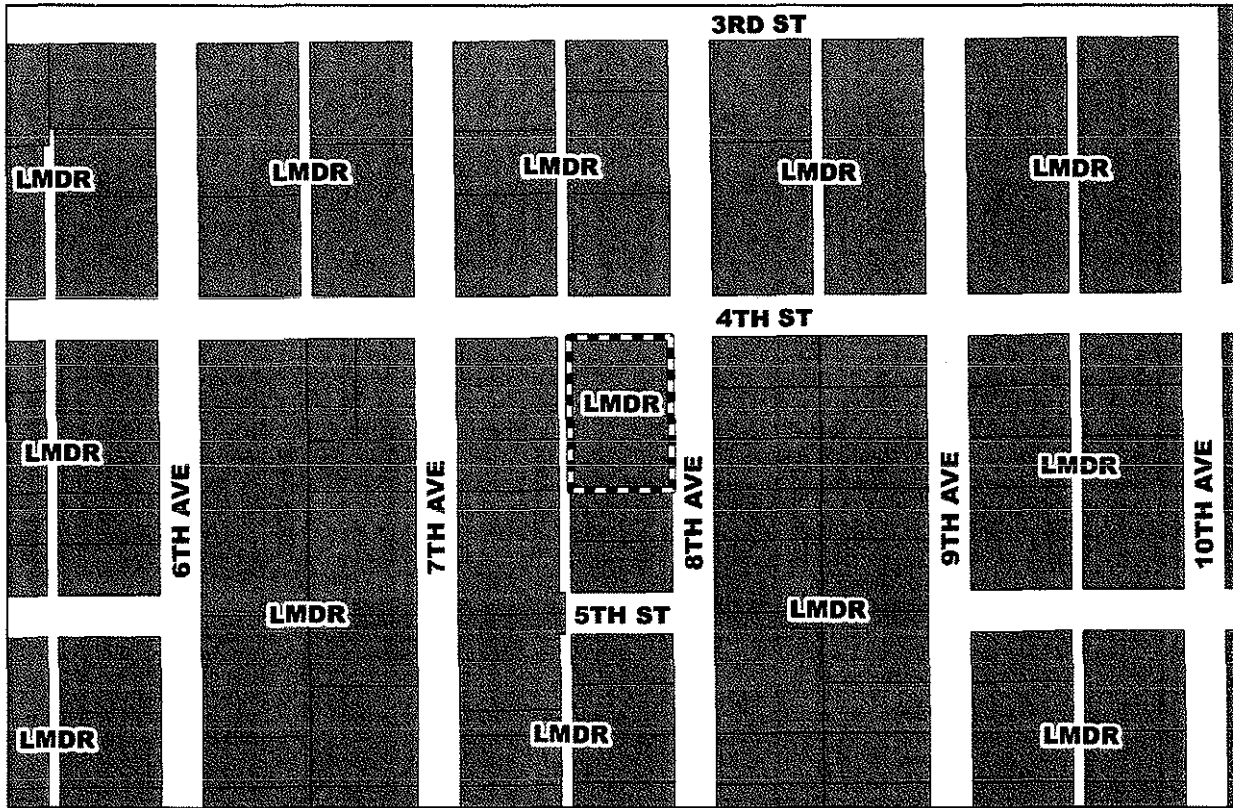
DISTRICT: # 4

S/T/R: 01/24/29

1 inch = 188 feet



RZ-16-01-003



Subject Property



Subject Property

Future Land Use Map

FLUM: Low-Medium Density Residential (LMDR)

APPLICANT: James M. Reynolds

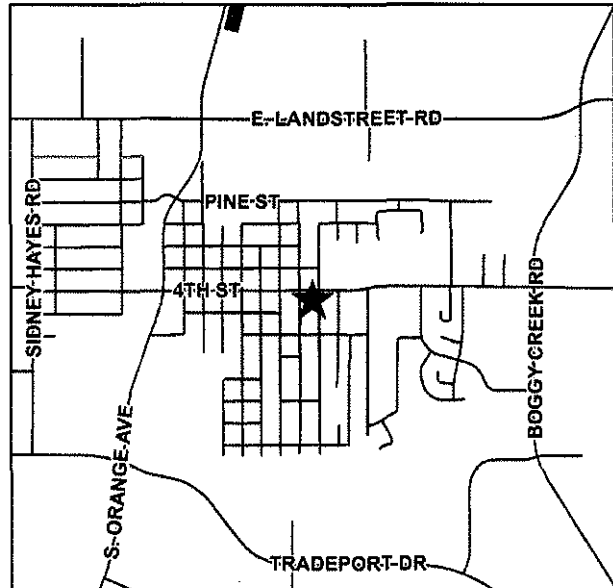
LOCATION: 1438 4th Street; or generally located at the southwest intersection of 4th Street and 8th Avenue

TRACT SIZE: 0.50 gross acre

DISTRICT: # 4

S/I/R: 01/24/29

1 inch = 188 feet



RZ-16-01-003



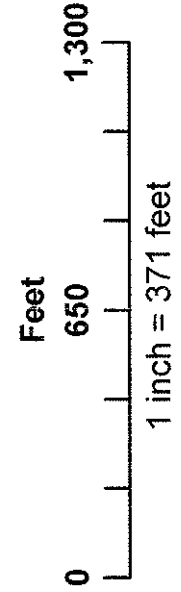
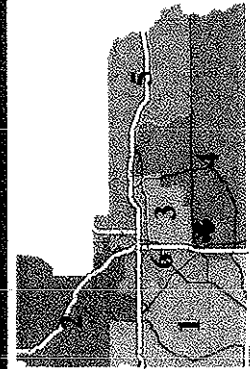
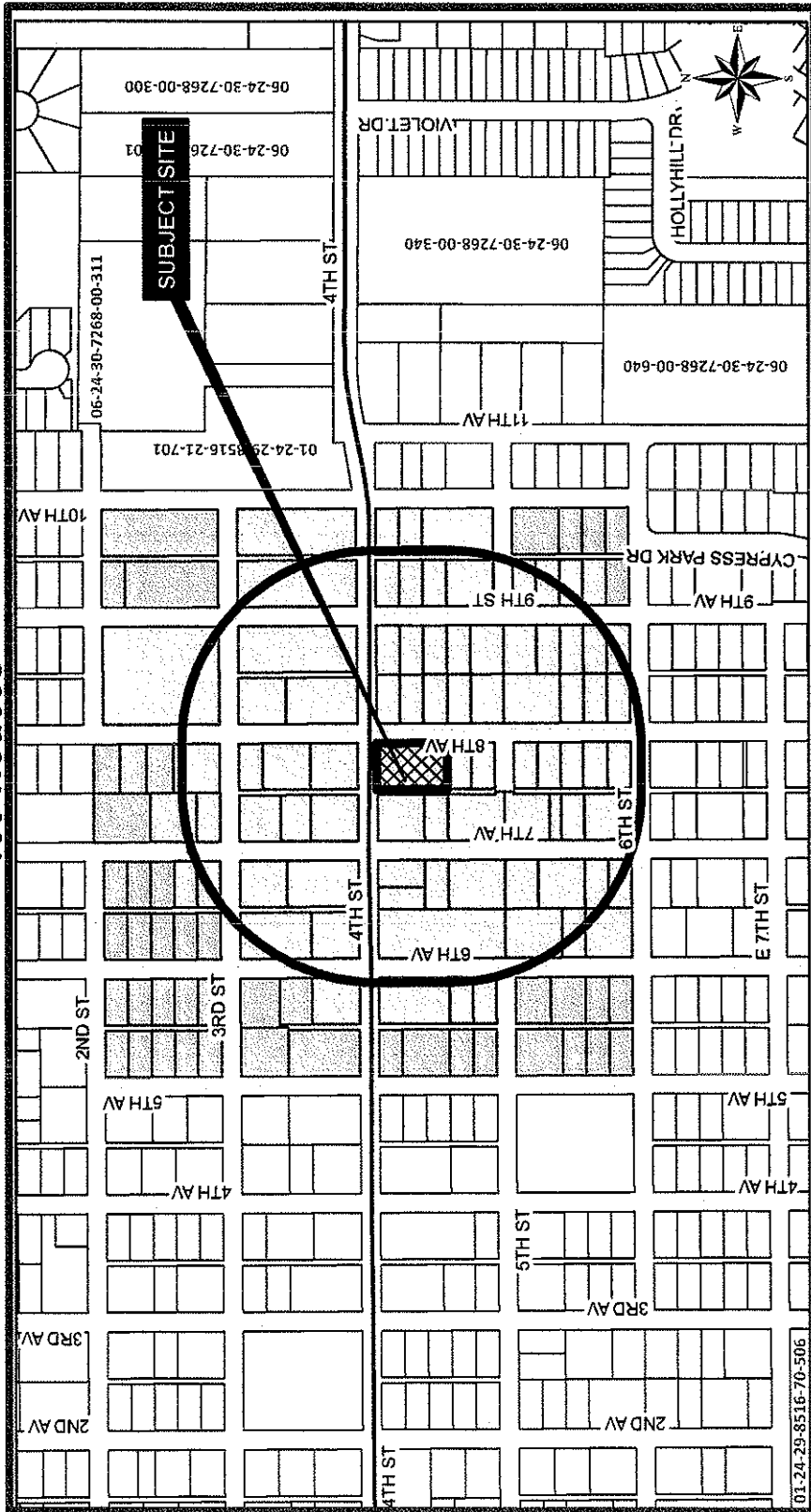
 Subject Property



1 inch = 167 feet



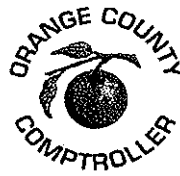
Public Notification Map
RZ-16-01-003
159 Notices



Legend

- SUBJECT
- 500 FT BUFFER
- SELECTED PARCELS
- ADDTL SELECTION
- PARCELS

I:\Orange\pdp\Business System\Board Administration\22\03011811-January02-16\1-030102-16-01-003.mxd



ORANGE
COUNTY
FLORIDA

Martha O. Haynie, CPA
County Comptroller
Finance and Accounting Department
Special Assessments
PO Box 38
Orlando, FL 32802
Telephone: 407-836-5770
Fax: 407-836-5753

Date: February 3, 2016

To: Mayor Teresa Jacobs
and
Board of County Commissioners

From: Margaret A McGarrity, Chief Deputy Comptroller
m.a. mcgarrity

Contact Person: Ann Troutman, 407-836-5770

Re: Public Hearing to Approve the Notice of Intent Resolution

MSBU Districts: Subdivisions and Parcels as Referenced in the Notice of Intent Resolution Exhibit

Applicant: Special Assessments

District: All districts

Report: Certain individuals, developers, and associations have requested the establishment and / or the amendment of the Municipal Service Benefit Unit (MSBU) as detailed in Exhibit "A" of the Notice of Intent Resolution. The purpose of the public hearing is to assure that, if the MSBU's are approved individually at separate public hearings, it will be possible to include them with the November 2016 real estate tax bill.

If the Board of County Commissioners (Board) approves this propose resolution, it is approving only the means by which it will collect special assessments imposed by the MSBU's. The special assessments would be imposed only at a second public hearing held prior to June 1, 2016. The Board will retain its prerogative to establish and / or to amend or not to establish and / or not to amend the MSBU's and to impose / or not to impose any special assessments.

This hearing is a formality to reserve the Board's prerogative to place MSBU special assessments, if any, on the real estate tax bill for this November.

Effective Date: The Notice of Intent Resolution would be effective immediately.

Action Requested: Approval of attached resolution.

NOTICE OF INTENT November 2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA DECLARING THE BOARD'S INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AS THE METHOD OF PROVIDING STREETLIGHTING, RETENTION POND DRAINAGE SERVICES, LAKE CLEANING SERVICES, LOT CLEANING FEES, ROAD IMPROVEMENTS, AND / OR SPEED HUMP INSTALLATION DECLARING THE NEED FOR SUCH NON-AD VALOREM SPECIAL ASSESSMENTS; AND DESCRIBING THE BOUNDARIES OF THE LAND THAT WILL BE SUBJECT TO SUCH NON-AD VALOREM SPECIAL ASSESSMENTS

WHEREAS, the Orange County Board of County Commissioners (hereinafter known as the "Board") has been asked to consider establishing and/or amending Municipal Service Benefit Units (hereinafter known as the "MSBU") in portions of Orange County for the purpose of providing streetlighting, retention pond drainage services, lake cleaning services, lot cleaning fees, road improvements, and / or speed hump installation; and

WHEREAS, a non-ad valorem special assessment is the preferred means to fund the MSBU's to pay the annual expense of such streetlighting, retention pond drainage services, lake cleaning services, lot cleaning fees, road improvements, and / or speed hump installation; and

WHEREAS, Section 197.3632, Florida Statutes; grants Orange County the power to impose and collect non-ad valorem special assessments using a uniform method prescribed therein; and

WHEREAS, Subsection 197.3632 (3), Florida Statutes; requires the Board to adopt a resolution, prior to March 1, which declares the Board's intent to use the Uniform Method of collecting such non-ad valorem special assessments.

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

1. The Board hereby declares its intent to use the Uniform Method of collecting non-ad valorem special assessments authorized by Section 197.3632, Florida Statutes; per Exhibit "A," for the purpose of providing streetlighting, retention pond drainage services, lake cleaning services, lot cleaning fees, road improvements and / or speed hump installation as contemplated by Section 125.01 (1) (q), Florida Statutes. The Board declares further that the levy of non-ad valorem special assessments against these properties is needed to provide funds to pay the cost of such streetlighting, retention pond drainage services, lake cleaning services, lot cleaning fees, road improvements and / or speed hump installation in order to ensure the health, safety, and welfare of the residents.
2. The boundaries of the real properties that will be subject to such non-ad valorem special assessments are described in Exhibit "A" in this Resolution.
3. The Clerk to the Orange County Board of County Commissioners is hereby authorized and directed to send a copy of this Resolution by United States Mail to the Orange County Property Appraiser, the Orange County Tax Collector, and the State of Florida Department of Revenue no later than March 10, 2016.
4. This Resolution shall take effect immediately.

ADOPTED THIS _____ DAY OF _____, 2016

ORANGE COUNTY, FLORIDA

BY: _____
ORANGE COUNTY MAYOR

DATE: _____

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

BY: _____
DEPUTY CLERK

Notice of Intent – November 2016
Exhibit "A"

Subdivision Name(s)	MSBU Description	Plat Book / Page(s)	Section Township Range	Property Boundaries
<p>Anderson Manor Black Lake</p> <p>Morrison's Court Parcels</p>	<p>Amend Streetlighting</p>	<p>12/11 502/133 501/133</p> <p>19/84 N/A</p>	<p>27-22-27 27-22-27</p> <p>27-22-27 27-22-27</p>	<p>Lots 1-9 Lot 1 Lot 3 Lots 4-29 Lots 1-2 27-22-27-0000-00-022 27-22-27-0000-00-023 27-22-27-0000-00-024 27-22-27-0000-00-025 27-22-27-0000-00-028 27-22-27-0000-00-026 27-22-27-0000-00-029 27-22-27-0000-00-030 27-22-27-0000-00-031 27-22-27-0000-00-033 through 27-22-27-0000-00-048 27-22-27-0000-00-051 27-22-27-0000-00-053 27-22-27-0000-00-062 27-22-27-0000-00-064 27-22-27-0000-00-065 27-22-27-0000-00-067 27-22-27-0000-00-069 27-22-27-0000-00-071 27-22-27-0000-00-072 27-22-27-0000-00-075 27-22-27-0000-00-076 27-22-27-0000-00-077 through 27-22-27-0000-00-084 27-22-27-0000-00-089 27-22-27-0000-00-091 27-22-27-0000-00-094 27-22-27-0000-00-099 through 27-22-27-0000-00-107 27-22-27-0000-00-109 27-22-27-0000-00-116 27-22-27-0000-00-121 27-22-27-0000-00-127 Through 27-22-27-0000-00-132 27-22-27-0000-00-135</p>
<p>Arbor Chase</p>	<p>Establish Streetlighting Retention Pond</p>	<p>84/4-5</p>	<p>12-23-30</p>	<p>Lots 1-42</p>
<p>Asbury Park</p>	<p>Amend Streetlighting</p>	<p>W/6</p>	<p>34-21-29</p>	<p>Lots 1-7 Block A Lots 1-4 Block B Lot 1 Block C</p>

Notice of Intent – November 2016
Exhibit "A"

Subdivision Name(s)	MSBU Description	Plat Book / Page(s)	Section Township Range	Property Boundaries
Asbury Park First Addition		Y/80	34-21-29	Lots 1-3 Block D Lots 1-24 Block E Lots 1-5 Block F Lots 1-12 Block G Lots 1-18 Block H Lots 1-11 Block I Lots 1-5 Block J Lots 1-18 Block K Lots 1-25 Block A Lots 1-61 Block B
Ashlin Park Phase 2	Amend Streetlighting Retention Pond	84/144-148	25-23-27	Lots 85-259
Avalon Park Area Master Roads Avalon Town Center Phase 2B	Amend Streetlighting	85/53-54	06-23-32	Lots 21-35
Avalon Town Center Phase 2B	Amend Retention Pond	85/53-54	06-23-32	Lots 21-35
Beacon Park Boulevard First Amendment Replat	Establish Streetlighting Retention Pond	86/116-117	28-24-30	Lots 1-2
Beacon Park Phase 3	Establish Retention Pond	82/40-44	29-24-30	Lots 1-209
Chicora Crossing Boulevard Avalon Park Village 3	Establish Speed Hump	47/96-104	05-23-32	Lots 19-20 Block B Lots 8-17 Block C Lots 17-24 Block D Lots 15-22 Block E
Colonial Lakes and Colonial Lakes 1 st Addition Colonial Lakes Colonial Lakes 1 st Addition Parcels	Amend Streetlighting	24/69-70 35/138 N/A	19-22-31 19-22-31 19-22-31	Lots 1A-59B Lots 1B-59B Lots 1-15 19-22-31-0000-00-002 19-22-31-0000-00-016 19-22-31-0000-00-025 19-22-31-0000-00-042
Colony	Amend Streetlighting	15/52	01-22-28	Lots 1-89
Conway Acres Area Conway Acres Conway Acres 1 st Addition	Establish Wall Construction	Y/70 Y/87	16-23-30 16-23-30	Lots 1-4 Block A Lots 1-16 Block B Lots 1-22 Block C Lots 1-8 Block D Lots 1-7 Block E Lots 1-8 Block A Lots 1-9 Block B Lots 1-2 Block C Lots 1-9 Block D Lots 1-13 Block E Lots 1-31 Block F

Notice of Intent – November 2016
Exhibit "A"

Subdivision Name(s)	MSBU Description	Plat Book / Page(s)	Section Township Range	Property Boundaries
Conway Acres 2 nd Addition		Y/128	16-23-30	Lots 1-36 Block G Lots 1-14 Block A Lots 1-12 Block B Lots 1-23 Block C Lots 1-5 Block D Lots 1-15 Block E Lots 1-6 Block F
Conway Acres 3 rd Addition		Z/47	16-23-30	Lot 1 Block A Lots 1-5 Block B Lots 1-16 Block C Lots 1-39 Block D Lots 1-12 Block E Lots 1-6 Block F Lots 1-12 Block G
Conway Acres 4 th Addition		1/5	16-23-30	Lots 1-35 Block A Lots 1-29 Block B Lots 1-12 Block C Lots 1-12 Block D Lots 1-8 Block E Lot 1 Block F
Countrywalk Units 4 and 5 Phase 3 Replat Phase 4	Amend Streetlighting Retention Pond	85/57 84/19-20	32-22-31 32-22-31	Lots 1-3 Lots 158-231
Cypress Lakes Phase 1	Amend Streetlighting	46/82-100	16-22-32	Lots 1-105 Block A Lots 1-38 Block B Lots 40-167 Block B Lots 1-93 Block C
Cypress Lakes Parcels E and F		56/18-26	21-22-32	Lots 1-179
Cypress Lakes Parcel G		56/36-40	16-22-32	Lots 1-152
Cypress Lakes Parcels D and L		61/3-8	16-22-32	Lots 1-206
Cypress Lakes Parcels H and I and Cypress Lakes Parcels J and K		62/88-89 71/22-29	16-22-32 16-22-32	Lots 1-164 Lots 1-203
Cypress Lakes Phase 2	Amend Streetlighting	38/11-12	28-22-31	Lots 1-37
Econ Landing Phase 1	Establish Streetlighting Retention Pond	85/86-94	06-23-31	Lots 1-100 Tracts J and K Future Development Tracts P-R Future Development
Estates at Wekiva Phase 2	Amend Streetlighting Retention Pond	84/18	36-20-28	Lot 31
Hilltop Reserve Phase 1	Establish Streetlighting Retention Pond	84/129-132	21-21-28	Lots 1-49
Isleworth Seventh Amendment	Amend Retention Pond	87/58-59	16-23-28	Lots 5-8
Kingswood Manor Area Kingswood Manor Kingswood Manor 1 st Addition	Amend Streetlighting	X/16 X/92-93	34-21-29 03-22-29	Lots 1-94 Lots 1-13 Block A Lots 1-16 Block B

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Kingswood Manor 1 st Addition 2 nd Replat Kingswood Manor 2 nd Addition Kingswood Manor 3 rd Addition Kingswood Manor 3 rd Addition Replat Kingswood Manor 4 th Addition Kingswood Manor 5 th Addition Kingswood Manor 6 th Addition Kingswood Manor 7 th Addition		Y/113 Y/54 Y/90 Y/99 Y/110 Z/22 Z/94 3/44-45	03-22-29 03-22-29 34-21-29 34-21-29 34-21-2 34-21-29 34-21-29 34-21-29	Lots 1-4 Block C Lots 35-43 Block C Lots 1-3 Block D Lots 1-7 Block E Lots 1-29 Block F Lots 1-29 Block G Lots 1-20 Block H Lots 1-33 Block I Lots 1-5 Block J Lots 1-8 Block K Lots 1-3 Block L Lots 1-3 Block M Lots 1-2 Block N Lots 1-4 Block O Lot 1 Block P Lots 1-29 Lots 1-25 Lots 1-4 Lots 10-19 Lots 23-62 Lots 1-5 Lots 1-17 Lots 1-38 Lots 1-37 Lots 1-156
Lake Catherine Lemon Tree Condo Section Lyme Bay Colony Condo Tymber Skan On The Lake Condo Sec 1 Tymber Skan On The Lake Condo Sec 2 Tymber Skan On The Lake Condo Sec 3 Village Condo	Establish Lake Maintenance	CB 3/141 CB 3/60 CB 1/96 CB 1/96 CB 2/51 CB 2/128	09-23-29 10-23-29 09-23-29 09-23-29 09-23-29 10-23-29	Common Area Bldg 8 Units A-L Bldg 9 Units A-H Bldg 10 Units A-H Bldg 11 Units A-L Common Area Common Area Bldg 1 Units A-D Bldg 8 Units A-F Bldg 9 Units A-H Common Area Bldg 24 Units A-H Bldg 31 Units A-H Bldg 32 Units A-D Bldg 33 Units A-F Common Area Bldg 24 Units A-H Bldg 25 Units A-F Bldg 26 Units A-D Bldg 27 Units A-D Bldg 28 Units A-H Bldg 29 Units A-F Common Area Bldg 16 Units C1-C6 Bldg 17 Units A1-A12

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Parcels		N/A	09-23-29	09-23-29-0000-00-001 09-23-29-0000-00-002 09-23-29-0000-00-013 09-23-29-0000-00-015 09-23-29-0000-00-018 09-23-29-0000-00-020 09-23-29-0000-00-038 10-23-29-0000-00-033 10-23-29-0000-00-042 10-23-29-0000-00-044 10-23-29-0000-00-045 10-23-29-0000-00-046 10-23-29-0000-00-050 10-23-29-0000-00-051
Lake Hancock Preserve	Establish Streetlighting Retention Pond	84/54-57	34-23-27	Lots 1-65
Lake Preserve – Phase 2	Amend Streetlighting	85/46-52	33-24-30	Lots 163-297 Tract K Future Development
Lake Preserve Phases 1 and 2 Lake Preserve – Phase 1	Establish Retention Pond	82/139	33-24-30	Lots 1-162 Tract N Future Development
Lake Preserve – Phase 2		85/46-52	33-24-30	Lots 163-297 Tract K Future Development
Lakeshore Preserve Phase 1	Establish Streetlighting Retention Pond	87/46-55	5-24-27	Lots 1-178
Lakeside Village Center Area Lakeside Village Center South Starchild Academy	Amend Streetlighting	87/94-95 84/133-134	36-23-27 36-23-27	Lots 1-4 Lot 1
Lakeview Pointe at Horizon West Phases 1, 1B and 2A Lakeview Pointe at Horizon West Phase 1	Establish Streetlighting Retention Pond	85/100-108	33-23-27	Lots 1- 88 Tract FD-1 – FD10 Future Development
Lakeview Pointe at Horizon West Phase 1B Lakeview Pointe at Horizon West Phase 2A		87/78-82 87/13-14		Lots 89-170 Lots 171-202
Latham Park Area Latham Park South	Amend Streetlighting Retention Pond	87/36-43	04-24-27	Lots 1–53 Lots 58-138 Tract- FD-1 Future Development
Mabel Bridge Area	Amend Retention Pond			
MeadowWoods Master Wyndham Lakes Estates Phase 3D	Amend Streetlighting	84/21-24	32-24-30	Lots 1-86

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Meadowwoods Parcel 12.1 Landstar Business Center Condominium	Amend Retention Pond	10376/9042 Official Records	25-24-29	All Units
Meadow Woods – Parcels 11 and 12		54/2-3	25-24-29	Lots 1-3
Orchard Hills Area Orchard Hills Phase 2	Amend Streetlighting Retention Pond	85/35-38	15-23-27	Lots 224-371
Orchard Park at Stillwater Crossing Area Orchard Park at Stillwater Crossing Orchard Park at Stillwater Crossing Phase 2 Orchard Park at Stillwater Crossing Phase 2A	Establish Streetlighting Retention Pond	84/89-90 86/35-38 86/143	09-23-27 09-23-27 09-23-27	Lots 1-16 Lots 17-64 Tract R-1
Orlando Airport Park	Establish Retention Pond	73/149-152	20-24-30	Lots A-1 - A-3 Lots B-1 - B-2
Overlook 2 at Hamlin Phase 1 and 6	Establish Streetlighting Retention Pond	84/10-14	20-23-27	Lots 1–110 Tract FD-1 Future Development
Pointe at Hunter's Creek	Establish Streetlighting Retention Pond	84/78-83	36-24-28	Lots 1-134
Reserve at Golden Isle	Amend Streetlighting	79/16-20	30-22-32	Lots 1-180
Reserve at Sawgrass Area Reserve at Sawgrass Phase 4A Reserve at Sawgrass Phase 5	Amend Streetlighting Retention Pond	87/12 87/26-29	20-24-30 19-24-30	Lots 343-346 Lots 282-342 Tract A
Retreat at Lake Bosse	Establish Streetlighting Retention Pond	86/95-96	29-21-29	Lots 1-35
Royal Legacy Estates Tract M Replat	Amend Streetlighting Retention Pond	87/8-11	01-24-27	Lots 98-169
Sawgrass Plantation Area Sawgrass Plantation Phase 1D-1	Amend Streetlighting Retention Pond	84/48-53	19-24-30	Lots 1-119
Sawgrass Pointe Phase 1	Establish Streetlighting Retention Pond	84/103-110	19-24-30	Lots 1-81
Summerlake Area Summerlake PD Phase 3A	Amend Streetlighting Retention Pond	84/97-102	28-23-27	Lots 10-14 Block II Lots 7-22 Block JJ Lots 1-20 Block KK Lots 1-27 Block LL Lots 1-6 Block MM Lots 1-7 Block NN Lots 1-4 Block OO
Summerlake PD Phase 3B		85/143-148	28-23-27	Lots 12-16 Block GG Lots 9-21 Block HH Lots 15-23 Block II Lots 7-10 Block MM

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Sumerlake Phase PD 3C		86/80-83	28-23-27	Lots 8-18 Block NN Lots 5-16 Block OO Lots 1-19 Block PP Lots 1-24 Block QQ Lots 1-14 Block RR Lots 1-14 Block SS Lots 1-7 Block TT Lots 1-5 Block UU Lots 1-5 Block VV Lots 17-47 Block GG Lots 8-14 Block TT Lots 6-32 Block UU Lots 6-21 Block VV
Summerlake Phase 4A Parcel		87/96-101 N/A	33-23-27 27-23-27	Lots 1-100 27-23-27-2740-09-001
Summerlake Groves and Highlands at Summerlake Groves Area Summerlake Groves	Establish Streetlighting Retention Pond	85/1-7	33-23-27	Lots 1-115 Tracts FD-1 and FD-2 Future Development
Highlands at Summerlake Groves Phase 1 Summerlake Groves Phase 2		86/5-14 86/44-47	33-23-27 33-23-27	Lots 1-151 Lots 116-154
Summerport Area Summerport Trail - Phase 2	Amend Streetlighting Retention Pond	85/64-65	14-23-27	Lots 16-40
Tilden Estates	Amend Streetlighting	37/25-26	27-22-27	Lots 1-26
Village of Bridgewater Planned Development Master Orchard Hills Phase 2 Orchard Park at Stillwater Crossing Orchard Park at Stillwater Crossing Phase 2 Orchard Park at Stillwater Crossing Phase 2A Summer Port Trail Phase 2 Summer Port Village Center Parcel CB-8 Phase 2	Amend Streetlighting	85/35-45 84/89-90 86/35-38 86/143 85/64-65 82/91-94	15-23-27 09-23-27 09-23-27 14-23-27 14-23-27 15-23-27	Lots 224-371 Lots 1-16 Lots 17-64 Tract R-1 Lots 16-40 Tracts C1-C8 Tracts R1-R5 Tracts CV1-CV3 Future Development
Waterleigh Phase 1B	Amend Streetlighting Retention Pond	86/84-94	31-23-27	Lots 111-282
Watermark Phase 1B Watermark Phase 2A Watermark Phase 2B1	Amend Streetlighting Retention Pond	84/32-37 86/42-43 87/74-75	04-24-27 04-24-27 04-24-27	Lots 55-237 Lots 238-243 Lots 244-251
West Lake Hancock Estates Phase 5	Amend Streetlighting Retention Pond	85/31-34	28-23-27	Lots 84-167
Winderlakes Winderlakes Two	Amend Streetlighting	8/21-22 9/145-146	11-23-28	Lots 1-93 Lots 94-207
Windermere Trails Area	Amend			

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Windermere Trails Phase 3B Windermere Trails Phase 4A Clubhouse at Windermere Trails	Streetlighting Retention Pond	85/133-140 84/70-71 84/38-39	36-23-27 36-23-27 36-23-27	Lots 1-145 Lots 107-160 Lot 1
Woodland Park Phase 2	Amend Streetlighting	84/113-117	18-24-30	Lots 73-185
Wyndham Lakes Estates Area Wyndham Lakes Estates Phase 3D	Amend Streetlighting	84/21-24	32-24-30	Lots 1-86
Lot Cleaning LC 14-1338 LC 15-0183 LC 15-0277 LC 15-0453 LC 15-1154 LC 14-1005 LC 14-1728 LC 14-0568, LC 14-1853 LC 13-1051, LC 14-0569, LC 14-1854 LC 15-1101	Establish Lot Cleaning	N/A	01-20-27 01-21-27 01-22-28 01-23-32 01-24-29	01-20-27-0000-00-025 01-21-27-0000-00-038 01-22-28-1450-00-550 01-22-28-9484-00-460 01-23-32-7597-18-021 01-23-32-7602-63-010 01-24-29-8516-40-401 01-24-29-8516-40-909 01-24-29-8516-40-910 01-24-29-8516-81-105
Lot Cleaning LC 14-1073, LC 15-0210 LC 14-1070 LC 13-1041 LC 15-0283 LC 13-0775, LC 13-1884 LC 14-1925 LC 15-1174	Establish Lot Cleaning	NA	02-22-28 02-22-29 02-22-30 02-23-28	02-22-28-3542-02-010 02-22-28-3560-00-330 02-22-29-4068-02-200 02-22-29-8472-02-180 02-22-30-0309-00-370 02-23-28-6801-00-795 02-23-28-6801-01-605
Lot Cleaning LC 14-1625, LC 15-0545 LC 15-0273 LC 15-1085 LC 13-1630 LC 15-0470 LC 13-1834, LC 14-0596, LC 14-0999 LC 14-1806, LC 15-0441, LC 15-1050 LC 14-0693, LC 15-0338 LC 13-1512, LC 14-0318, LC 14-0727 LC 14-1197, LC 14-1807 LC 15-0681 LC 14-0309, LC 14-0971, LC 15-0007 LC 14-0603, LC 14-1094, LC 15-0159 LC 15-1044 LC 14-0733, LC 14-1149, LC 15-0359 LC 15-0513 LC 15-0398 LC 14-1250 LC 14-0872 LC 14-0317, LC 14-1743 LC 14-0605, LC 14-0972, LC 14-1810 LC 15-0424 LC 14-0315, LC 14-0749, LC 14-1198 LC 15-0015, LC 15-0766	Establish Lot Cleaning	N/A	03-22-29 03-23-29	03-22-29-0067-08-160 03-22-29-0312-08-120 03-22-29-1000-00-101 03-22-29-1000-00-181 03-23-29-0000-00-026 03-23-29-0180-04-080 03-23-29-0180-04-080 03-23-29-0180-04-100 03-23-29-0180-04-140 03-23-29-0180-04-140 03-23-29-0180-04-170 03-23-29-0180-05-230 03-23-29-0180-07-010 03-23-29-0180-07-010 03-23-29-0180-08-100 03-23-29-0180-08-100 03-23-29-0180-08-151 03-23-29-0180-08-160 03-23-29-0180-09-090 03-23-29-0180-10-060 03-23-29-0180-10-100 03-23-29-0180-10-100 03-23-29-0180-10-150 03-23-29-0180-10-150

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LC 14-1362				03-23-29-0180-13-010
LC 15-0009				03-23-29-0180-13-040
LC 13-1842, LC 14-0604, LC 14-0983				03-23-29-0180-13-100
LC 15-0016				03-23-29-0180-13-100
LC 14-0852, LC 14-1659				03-23-29-0180-13-150
LC 13-0902, LC 14-0127, LC 14-0578				03-23-29-0180-13-210
LC 14-0743, LC 14-1202, LC 14-1739				03-23-29-0180-13-210
LC 15-0108				03-23-29-0180-13-210
LC 14-0721				03-23-29-0180-14-070
LC 14-1570				03-23-29-0180-14-130
LC 13-1019, LC 14-0091				03-23-29-0180-14-170
LC 15-0043				03-23-29-0180-16-121
LC 14-0509				03-23-29-0180-17-010
LC 13-1172				03-23-29-0180-19-021
LC 14-1269, LC 15-1299				03-23-29-0180-19-060
LC 14-0551				03-23-29-0180-19-130
LC 14-1809				03-23-29-0180-19-150
LC 14-0683				03-23-29-0180-20-010
LC 13-1837, LC 14-0581, LC 14-0855				03-23-29-0180-21-120
LC 15-0342				03-23-29-0180-21-120
LC 14-1102				03-23-29-0180-22-040
LC 14-1101				03-23-29-0180-22-070
LC 13-1135, LC 14-0681, LC 14-1194				03-23-29-0180-27-030
LC 15-0019				03-23-29-0180-27-030
LC 15-0451				03-23-29-0180-27-200
LC 14-1142, LC 15-0039				03-23-29-0180-27-210
LC 13-1173, LC 14-0107, LC 14-0915				03-23-29-0180-27-220
LC 15-0020				03-23-29-0180-27-220
LC 14-1312, LC 15-0040				03-23-29-0180-30-210
LC 14-1200				03-23-29-0180-30-230
LC 14-0312, LC 14-0631, LC 14-0987				03-23-29-0180-31-090
LC 14-1660, LC 15-0411				03-23-29-0180-31-090
LC 14-1384				03-23-29-0180-32-111
LC 14-1374				03-23-29-0180-32-170
LC 15-1332				03-23-29-0180-32-180
LC 14-1226, LC 15-0006				03-23-29-0180-32-210
LC 14-0519, LC 14-1225, LC 15-0005				03-23-29-0180-32-230
LC 15-0257				03-23-29-0180-34-071
LC 15-0252				03-23-29-0180-34-160
LC 13-1846				03-23-29-0180-36-210
LC 14-0711, LC 14-1251, LC 15-0341				03-23-29-0180-39-010
LC 15-1323				03-23-29-0180-39-110
LC 14-0678, LC 14-1134, LC 14-1701				03-23-29-0180-39-120
LC 15-1322				03-23-29-0180-39-120
LC 14-0674, LC 15-0400				03-23-29-0180-39-140
LC 14-0729, LC 14-1399, LC 15-0307				03-23-29-0180-40-190
LC 14-1397				03-23-29-0180-44-220
LC 15-0011				03-23-29-0180-45-120
LC 14-1661, LC 15-0114				03-23-29-0180-46-010
LC 15-0255				03-23-29-0180-46-040
LC 14-0713, LC 14-1136				03-23-29-0180-46-050

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LC 13-1845, LC 14-0595, LC 14-1201				03-23-29-0180-46-220
LC 15-0253				03-23-29-0180-46-220
LC 14-1400, LC 15-0425				03-23-29-0180-53-100
LC 14-0424, LC 14-0857				03-23-29-0180-60-210
LC 14-1283				03-23-29-0180-72-180
LC 14-0530, LC 15-1230				03-23-29-0180-73-210
LC 14-0964				03-23-29-0182-86-130
LC 14-0960, LC 15-1247				03-23-29-0182-87-130
LC 14-0865				03-23-29-0182-88-010
LC 14-0606, LC 14-1740, LC 15-0646				03-23-29-0182-88-171
LC 13-1181, LC 14-0095, LC 14-1106				03-23-29-0182-88-181
LC 14-0820, LC 14-1177				03-23-29-0182-90-011
LC 15-1187				03-23-29-0182-90-012
LC 14-0571, LC 14-1383				03-23-29-0182-90-240
LC 15-1250				03-23-29-0182-92-150
LC 15-1248				03-23-29-0182-93-232
LC 14-1690				03-23-29-0182-95-120
LC 14-0982, LC 15-0021				03-23-29-0182-96-011
LC 14-0676, LC 14-1401, LC 15-0133				03-23-29-0182-96-170
LC 14-0460, LC 14-1820				03-23-29-0183-12-220
LC 14-0953, LC 14-1689				03-23-29-0183-12-231
LC 14-0207, LC 14-0577, LC 14-0880				03-23-29-0183-17-130
LC 14-1370, LC 15-0023, LC 15-0489				03-23-29-0183-17-130
LC 14-0948				03-23-29-0183-17-170
LC 15-0137				03-23-29-0183-18-012
LC 15-0379				03-23-29-0183-19-120
LC 14-1205, LC 13-1387				03-23-29-0183-19-130
LC 14-0192, LC 14-0939, LC 14-1515				03-23-29-0183-20-150
LC 13-0958, LC 14-0423, LC 14-0854				03-23-29-1402-02-130
LC 15-0386				03-23-29-1402-02-130
LC 14-0101, LC 14-0584, LC 14-1206				03-23-29-1402-02-320
LC 15-0060, LC 15-1225				03-23-29-1402-02-320
LC 14-1388, LC 15-0290				03-23-29-1402-03-240
LC 14-0422, LC 14-1406, LC 15-0384				03-23-29-1402-03-360
LC 14-0414, LC 14-1285, LC 15-0059				03-23-29-1402-04-320
LC 15-1141				03-23-29-1402-04-320
LC 14-0440, LC 14-0815, LC 14-1390				03-23-29-1402-05-130
LC 13-1064				03-23-29-1402-06-250
LC 14-0762, LC 15-0055				03-23-29-1402-07-400
LC 13-0955, LC 14-0535, LC 14-1407				03-23-29-1402-07-420
LC 15-1144				03-23-29-1402-07-420
LC 14-0532				03-23-29-1402-10-200
LC 14-0516				03-23-29-1402-10-220
LC 14-0580				03-23-29-7430-01-060
LC 14-0583				03-23-29-7430-01-180
LC 14-0579				03-23-29-7430-01-190
LC 15-1107				03-23-29-7430-02-150
LC 14-0525, LC 14-0984, LC 14-1464				03-23-29-7435-05-180
LC 15-0146				03-23-29-7435-05-180
LC 14-0513, LC 14-1472				03-23-29-7435-05-190
LC 14-0522, LC 14-0985				03-23-29-7435-05-220

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Lot Cleaning LC 13-1629 LC 14-0278, LC 15-0067 LC 14-1019 LC 15-0378, LC 15-1198	Establish Lot Cleaning	N/A	04-22-29 04-22-30	04-22-29-2612-02-050 04-22-29-2612-05-030 04-22-30-9412-03-060 04-22-30-9415-00-010
Lot Cleaning LC 14-1763 LC 13-1259	Establish Lot Cleaning	N/A	05-23-30	05-23-30-0031-01-130 05-23-30-3244-02-030
Lot Cleaning LC 15-0086 LC 15-0087 LC 14-1674 LC 14-0059, LC 14-1648 LC 14-1649 LC 15-1188 LC 14-1037, LC 14-1848 LC 13-1309 LC 14-1420 LC 14-1041	Establish Lot Cleaning	N/A	06-20-27 06-21-28 06-22-31 06-23-30	06-20-27-3276-01-043 06-20-27-3276-01-044 06-20-27-3276-03-041 06-21-28-0000-00-054 06-21-28-0000-00-057 06-22-31-9071-06-090 06-23-30-0024-01-260 06-23-30-3736-03-030 06-23-30-5364-00-181 06-23-30-5634-00-070
Lot Cleaning LC 13-0951, LC 13-1840 LC 14-1379 LC 13-1852, LC 14-1442, LC 15-1253 LC 14-1239 LC 13-0982 LC 15-0134 LC 14-1445 LC 13-0992 LC 15-0468 LC 14-1790 LC 14-0246, LC 14-1167, LC 15-0388	Establish Lot Cleaning	N/A	07-22-29 07-23-30 07-24-29	07-22-29-5174-03-240 07-22-29-5174-13-010 07-22-29-5564-00-970 07-22-29-5566-01-680 07-22-29-7050-01-250 07-22-29-7050-02-250 07-22-29-7050-04-060 07-22-29-7432-00-140 07-23-30-9300-00-052 07-24-29-8286-02-940 07-24-29-9359-03-110
Lot Cleaning LC 15-0364 LC 14-0903 LC 14-1120 LC 14-1233, LC 15-0192 LC 14-1156 LC 13-1412 LC 13-1330 LC 14-1466 LC 14-0613 LC 13-0985, LC 14-0285, LC 14-0819 LC 14-1565	Establish Lot Cleaning	N/A	08-22-28 08-23-30 08-24-29	08-22-28-0000-00-059 08-22-28-5956-09-100 08-22-28-5956-09-110 08-22-28-5960-18-150 08-22-31-8389-01-230 08-23-30-3464-01-020 08-23-30-3464-01-030 08-24-29-3184-00-003 08-24-29-3184-00-450 08-24-29-3184-01-690 08-24-29-3184-01-690
Lot Cleaning LC 14-1631 LC 14-1323, LC 15-0573 LC 14-1428 LC 14-1432 LC 14-1429, LC 15-0362 LC 14-1789 LC 14-1868	Establish Lot Cleaning	N/A	09-20-28 09-21-28	09-20-28-7264-06-010 09-21-28-0196-90-085 09-21-28-0197-10-030 09-21-28-0197-10-031 09-21-28-0197-10-046 09-21-28-0197-10-048 09-21-28-0197-10-180

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LC 14-1867, LC 15-0565 LC 14-1075, LC 15-0520 LC 15-0099 LC 15-0935			09-22-31	09-21-28-5908-03-191 09-21-28-5908-03-330 09-21-28-8448-01-010 09-22-31-7458-00-170
Lot Cleaning LC 14-0937 LC 14-1712 LC 15-0472 LC 14-0505 LC 14-0873, LC 14-1707, LC 15-0380 LC 14-1204, LC 14-1751 LC 14-0015 LC 14-0542, LC 14-1594 LC 14-1596, LC 15-0135	Establish Lot Cleaning	N/A	10-22-30 10-23-29	10-22-30-0584-01-800 10-22-30-9441-00-230 10-23-29-0000-00-053 10-23-29-7420-02-040 10-23-29-7420-04-010 10-23-29-7420-04-020 10-23-29-7429-04-008 10-23-29-7433-05-050 10-23-29-7434-12-080
Lot Cleaning LC 14-1330 LC 15-0096, LC 15-1208 LC 15-0319 LC 15-1165 LC 14-0841, LC 14-1288 LC 14-1287, LC 15-0097 LC 14-1891 LC 14-0609, LC 14-1531 LC 14-0748 LC 14-0777 LC 13-1500, LC 14-0456 LC 14-1127 LC 14-1834 LC 14-1417 LC 14-1578 LC 14-1028 LC 14-1454 LC 15-0487 LC 14-0137 LC 15-0369	Establish Lot Cleaning	N/A	11-21-28 11-22-28 11-22-29 11-23-28 11-23-29 11-23-30 11-23-32	11-21-28-0000-00-209 11-21-28-0886-04-170 11-22-28-3543-00-241 11-22-28-3549-00-790 11-22-28-8053-09-170 11-22-28-8054-03-020 11-22-28-8054-06-050 11-22-28-8064-01-050 11-22-29-6180-03-010 11-23-28-0000-00-031 11-23-29-4498-00-350 11-23-29-5572-05-030 11-23-30-6851-00-005 11-23-30-7271-01-360 11-23-30-7271-01-650 11-23-30-7276-03-380 11-23-30-7784-01-070 11-23-30-8813-00-310 11-23-30-8973-00-370 11-23-32-1169-00-150
Lot Cleaning LC 15-0310 LC 14-1516 LC 14-1563 LC 14-1079, LC 15-0203 LC 15-0091 LC 13-1133, LC 13-1628 LC 15-0143 LC 15-0047 LC 15-0485 LC 15-0479	Establish Lot Cleaning	N/A	12-20-27 12-21-28 12-22-29 12-23-30	12-20-27-0000-00-049 12-21-28-4688-02-140 12-21-28-4692-02-020 12-21-28-9118-03-250 12-21-28-9118-05-150 12-22-29-4076-08-200 12-22-29-4996-05-230 12-22-29-4996-11-030 12-23-30-1298-01-070 12-23-30-1300-05-160
Lot Cleaning LC 15-1235 LC 15-0419 LC 14-1622 LC 15-0272	Establish Lot Cleaning	N/A	13-22-28	13-22-28-3524-06-010 13-22-28-5177-02-050 13-22-28-7572-11-010 13-22-28-7572-11-040

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LC 14-0085 LC 15-1388 LC 15-0507 LC 15-0124 LC 15-0349 LC 14-1461 LC 15-1270 LC 15-0371			13-23-30	13-22-28-7582-00-020 13-22-28-8078-00-060 13-22-28-9238-01-030 13-22-28-9238-01-220 13-22-28-9238-01-420 13-22-28-9238-01-530 13-23-30-1296-00-700 13-23-30-1300-00-310
Lot Cleaning LC 15-0530 LC 15-0193 LC 15-0156 LC 15-0461 LC 15-0233 LC 15-0247 LC 14-1294, LC 15-0235 LC 15-0214 LC 14-0035, LC 14-1357, LC 15-0175 LC 15-1286 LC 14-1535 LC 13-1302, LC 14-0036, LC 15-0320 LC 13-1104, LC 14-1765 LC 14-1859 LC 13-1665, LC 14-1307 LC 14-1474	Establish Lot Cleaning	N/A	14-21-28 14-22-28 14-22-30 14-23-28 14-23-29 14-23-30 14-24-29	14-21-28-4724-00-440 14-21-28-5942-05-080 14-22-28-3530-01-010 14-22-30-0226-08-100 14-22-30-3073-05-150 14-22-30-8646-10-070 14-22-30-8646-11-100 14-22-30-8647-00-012 14-23-28-4350-00-390 14-23-28-4350-00-390 14-23-28-4652-00-100 14-23-28-4656-00-390 14-23-29-4528-03-100 14-23-30-1440-01-030 14-23-30-5240-02-010 14-24-29-8214-00-800
Lot Cleaning LC 14-0302, LC 14-1137, LC 15-0184 LC 14-0221, LC 14-1090 LC 14-1718 LC 15-0201 LC 13-1556 LC 14-1327, LC 15-0324 LC 14-0845, LC 14-1652 LC 14-0828 LC 14-1559 LC 14-0826, LC 14-1547 LC 13-1077, LC 14-0281, LC 14-0889 LC 15-0361 LC 14-0892 LC 14-0893, LC 14-1869, LC 15-0574 LC 15-1089 LC 14-1237 LC 14-1234 LC 15-0300, LC 15-1075 LC 15-0301, LC 15-1077 LC 14-1243, LC 15-0314 LC 15-0316, LC 15-1072 LC 14-1341 LC 15-1046 LC 14-0923, LC 14-1679 LC 15-0366	Establish Lot Cleaning	N/A	15-20-28 15-21-28 15-22-28 15-22-29	15-20-28-7616-00-080 15-21-28-0000-00-035 15-21-28-0000-00-042 15-21-28-0000-00-086 15-21-28-0000-00-109 15-21-28-0000-00-141 15-21-28-0000-00-202 15-21-28-0752-02-030 15-21-28-0760-00-140 15-21-28-0760-00-210 15-21-28-0932-02-110 15-21-28-0932-02-110 15-21-28-0932-03-250 15-21-28-0932-03-270 15-21-28-1364-00-480 15-21-28-1364-00-550 15-21-28-1364-00-570 15-21-28-1364-00-580 15-21-28-1364-00-760 15-21-28-1364-00-780 15-21-28-1364-00-850 15-21-28-3280-00-790 15-22-28-4434-00-540 15-22-28-4716-00-602 15-22-29-1820-01-270

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LC 14-1852, LC 15-1091 LC 14-1157 LC 15-0460, LC 15-1149 LC 15-1146 LC 14-1602 LC 13-1615 LC 14-1501, LC 15-1240 LC 14-0710 LC 14-0916			15-22-31 15-22-32 15-23-28 15-23-30 15-24-29	15-22-31-7980-00-060 15-22-32-2336-00-610 15-22-32-2336-00-621 15-22-32-2336-01-020 15-22-32-2336-05-180 15-23-28-9344-12-070 15-23-30-5566-00-651 15-24-29-9229-00-007 15-24-29-9229-00-530
Lot Cleaning LC 14-1332 LC 14-0472 LC 14-1549 LC 15-0438 LC 14-1076, LC 15-0389 LC 14-1434 LC 14-0360 LC 14-1119 LC 14-0839 LC 14-1118 LC 13-1098, LC 14-0175, LC 14-1550 LC 15-0439 LC 14-0799, LC 14-1647, LC 15-0393 LC 14-0829, LC 14-1574, LC 15-0525 LC 15-1206 LC 14-0827, LC 14-1557 LC 14-0643 LC 15-0127 LC 13-1091 LC 14-0161 LC 14-1552 LC 14-1730 LC 14-0955 LC 14-1761 LC 14-1833	Establish Lot Cleaning	N/A	16-20-27 16-20-28 16-21-28 16-22-28 16-22-31 16-23-28 16-23-30	16-20-27-2912-00-030 16-20-27-2912-00-041 16-20-28-0000-00-017 16-20-28-7612-01-120 16-21-28-0000-00-013 16-21-28-0000-00-060 16-21-28-0000-00-067 16-21-28-0000-00-100 16-21-28-0000-00-143 16-21-28-0000-00-228 16-21-28-5500-00-160 16-21-28-5500-00-430 16-21-28-6040-03-180 16-21-28-6040-03-250 16-21-28-6040-03-250 16-21-28-6040-03-260 16-21-28-6044-01-040 16-22-28-5440-00-840 16-22-31-1282-00-030 16-22-31-1282-00-030 16-23-28-8080-02-720 16-23-30-1619-00-730 16-23-30-1638-06-060 16-23-30-1640-07-040 16-23-30-1674-03-070
Lot Cleaning LC 14-1536 LC 15-1293 LC 14-1642, LC 15-1296 LC 15-0084 LC 14-1334 LC 15-0101 LC 14-1776, LC 15-0308 LC 15-0355 LC 14-0076 LC 14-1395 LC 15-1126 LC 15-1005 LC 14-1579 LC 13-1027, LC 14-1616 LC 14-1490	Establish Lot Cleaning	N/A	17-20-27 17-20-28 17-22-29 17-22-31 17-23-30	17-20-27-3155-00-510 17-20-27-3695-00-020 17-20-27-3695-00-070 17-20-27-3695-00-140 17-20-27-3695-00-160 17-20-28-4121-00-110 17-22-29-5928-03-040 17-22-29-5928-03-180 17-22-29-5929-02-050 17-22-29-7802-00-870 17-22-29-7802-01-270 17-22-31-7774-03-040 17-22-31-7775-03-240 17-23-30-2959-00-380 17-23-30-7966-01-210

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LC 14-1706 LC 13-1588, LC 14-1321, LC 15-0329			20-24-29	20-23-29-9610-03-030 20-24-29-1810-01-001
Lot Cleaning LC 14-1546 LC 14-1099 LC 15-0085 LC 14-0041, LC 14-0786 LC 15-0450 LC 15-0440 LC 14-0425 LC 15-0262 LC 14-1507 LC 14-1620 LC 14-0909 LC 13-1669, LC 15-0225 LC 14-1419, LC 15-1346 LC 14-1847 LC 15-0401, LC 15-1121 LC 14-1371 LC 14-1722	Establish Lot Cleaning	N/A	21-20-27 21-21-28 21-22-29 21-22-30 21-22-31 21-22-32 21-23-29 21-24-29	21-20-27-0000-00-033 21-20-27-0000-00-090 21-20-27-0000-00-130 21-21-28-0024-00-080 21-21-28-0044-00-560 21-21-28-4531-00-150 21-22-29-8352-01-160 21-22-29-8352-03-010 21-22-30-3368-00-050 21-22-30-3368-00-100 21-22-30-3932-05-080 21-22-30-4312-01-110 21-22-31-6686-06-040 21-22-31-8507-00-400 21-22-32-0735-00-090 21-23-29-6026-00-670 21-24-29-2992-03-660
Lot Cleaning LC 13-1416, LC 14-1322 LC 13-1755 LC 15-0315 LC 15-0302 LC 14-1634, LC 15-0306 LC 14-1475 LC 14-1412 LC 15-0093 LC 13-0884 LC 15-0207 LC 14-1603 LC 14-1346 LC 15-0062 LC 15-0063 LC 13-1211 LC 15-0466 LC 14-1505 LC 14-0657, LC 15-0237 LC 14-1675 LC 15-0298 LC 15-0171 LC 14-0351, LC 14-0898 LC 13-1058 LC 15-0436 LC 14-1253 LC 15-1148	Establish Lot Cleaning	N/A	22-20-27 22-21-28 22-22-27 22-22-28 22-22-30 22-22-32 22-23-28 22-23-29	22-20-27-0000-00-019 22-20-27-6888-00-052 22-21-28-0000-00-033 22-21-28-0000-00-057 22-21-28-0000-00-110 22-21-28-0000-00-134 22-22-27-0000-00-026 22-22-27-9188-02-071 22-22-27-9188-02-280 22-22-27-9188-02-360 22-22-28-3073-00-280 22-22-28-4435-00-100 22-22-28-7673-02-040 22-22-28-8932-07-160 22-22-28-8932-08-120 22-22-30-0000-00-182 22-22-30-0000-00-230 22-22-32-0712-14-720 22-23-28-6200-00-960 22-23-28-6560-01-090 22-23-28-7824-06-360 22-23-28-7828-07-170 22-23-29-6208-04-130 22-23-29-7268-27-004 22-23-29-7268-28-001 22-23-29-8152-00-210
Lot Cleaning LC 14-1232 LC 14-0920, LC 14-1435 LC 14-0862, LC 14-1753, LC 15-1232	Establish Lot Cleaning	N/A	23-20-27 23-22-28	23-20-27-0000-00-044 23-22-28-3560-00-650 23-22-28-7973-01-530

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LC 14-1838 LC 13-1674, LC 14-1039			23-23-29	23-23-29-0000-00-151 23-23-29-2480-00-750
Lot Cleaning LC 14-1680 LC 15-0167 LC 15-0408 LC 14-1606 LC 14-0120 LC 14-1605 LC 14-1366, LC 15-0430 LC 14-1896 LC 14-1317 LC 13-1670, LC 14-0255 LC 14-0158 LC 14-1724 LC 13-1823, LC 14-1503, LC 15-0488 LC 14-1711 LC 14-0112, LC 14-1012 LC 14-1021	Establish Lot Cleaning	N/A	24-20-27 24-22-27 24-22-28 24-22-30 24-22-31 24-23-29	24-20-27-0000-00-078 24-22-27-5252-05-010 24-22-28-0592-01-500 24-22-28-0593-01-050 24-22-28-6240-03-290 24-22-28-6240-09-310 24-22-28-6264-02-081 24-22-28-7562-02-070 24-22-28-7575-02-060 24-22-30-0000-00-070 24-22-30-2295-00-590 24-22-31-7977-00-130 24-23-29-0192-02-060 24-23-29-0192-10-050 24-23-29-0192-32-030 24-23-29-9288-00-040
Lot Cleaning LC 14-1263 LC 14-0741 LC 14-1411 LC 15-0158 LC 14-0810, LC 14-1673, LC 14-1686 LC 14-0952, LC 14-1744 LC 14-0949, LC 14-1572 LC 14-0728 LC 14-0735, LC 14-1584 LC 14-0412, LC 14-0813, LC 14-1685 LC 14-0927 LC 14-0962 LC 14-1231 LC 13-0995 LC 15-1317	Establish Lot Cleaning	N/A	25-22-28 25-23-29 25-24-31	25-22-28-0000-00-030 25-22-28-0352-05-480 25-22-28-1812-05-210 25-22-28-1812-06-361 25-22-28-6420-05-120 25-22-28-6420-08-160 25-22-28-6424-03-080 25-22-28-6424-04-060 25-22-28-6424-07-100 25-22-28-6424-08-100 25-22-28-6424-08-170 25-22-28-6424-15-150 25-22-28-6424-16-170 25-23-29-0000-00-067 25-24-31-3880-02-140
Lot Cleaning LC 14-1471 LC 15-1047 LC 14-0417 LC 14-0523 LC 14-1831 LC 14-1840 LC 15-0465 LC 14-1448 LC 14-0466, LC 15-0216 LC 15-1316	Establish Lot Cleaning	N/A	26-22-28 26-22-30 26-22-31 26-23-29 26-23-32	26-22-28-2139-06-000 26-22-28-3382-00-710 26-22-28-3382-00-940 26-22-28-3930-00-100 26-22-28-6044-00-315 26-22-30-0000-00-110 26-22-31-8990-00-090 26-22-31-9103-00-310 26-23-29-8087-08-080 26-23-32-1173-20-930
Lot Cleaning LC 14-1913 LC 14-1640 LC 14-0944 LC 14-1708	Establish Lot Cleaning	N/A	27-20-27 27-22-27 27-22-28	27-20-27-0000-00-024 27-22-27-0000-00-037 27-22-28-4052-02-020 27-22-28-7713-00-340

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LC 14-0142 LC 13-1317, LC 14-1450, LC 15-1241 LC 13-1832 LC 15-0220 LC 14-1610			27-22-30 27-23-29	27-22-30-0382-18-070 27-22-30-0384-10-100 27-22-30-0422-01-010 27-22-30-0430-11-080 27-23-29-8085-03-760
Lot Cleaning LC 15-0041 LC 14-0057 LC 13-1248 LC 14-1792 LC 13-1616, LC 14-1059, LC 15-0176 LC 14-1348 LC 14-0655, LC 14-1349, LC 15-0445 LC 15-0345 LC 14-1926 LC 14-1351 LC 15-0484	Establish Lot Cleaning	N/A	28-21-29 28-22-28 28-22-29 28-22-32	28-21-29-5690-01-190 28-21-29-7460-02-020 28-21-29-7500-01-190 28-22-28-0021-00-420 28-22-28-6689-13-010 28-22-29-0000-00-044 28-22-29-1764-01-153 28-22-29-5600-30-430 28-22-29-5600-71-160 28-22-29-5600-91-530 28-22-32-0768-00-070
Lot Cleaning LC 15-0365 LC 14-0665 LC 13-1782, LC 14-1521 LC 13-1283, LC 13-1787 LC 13-1780, LC 14-1520, LC 14-1522 LC 15-0363 LC 15-0311 LC 13-1423, LC 14-1083 LC 15-0328 LC 15-1190 LC 15-0537	Establish Lot Cleaning	N/A	29-21-28 29-22-29 29-22-31 29-23-30	29-21-28-6640-19-230 29-21-28-6640-19-420 29-21-28-6640-22-420 29-21-28-6640-22-440 29-21-28-6640-22-460 29-21-28-6640-27-420 29-21-28-6640-31-050 29-21-28-6644-01-070 29-22-29-4593-12-010 29-22-31-2367-01-670 29-23-30-8040-11-010
Lot Cleaning LC 14-1103 LC 14-1632, LC 15-0327 LC 13-1272 LC 13-1785 LC 14-0490 LC 14-0901 LC 13-1061 LC 14-1072 LC 13-1719 LC 14-0474, LC 14-1060, LC 15-0447 LC 15-1156 LC 13-1694, LC 14-1908 LC 14-0725, LC 14-1710, LC 15-1108 LC 14-0811, LC 14-1529, LC 15-0125 LC 14-0808, LC 14-1702 LC 13-0923, LC 13-1878, LC 14-1377 LC 14-1851	Establish Lot Cleaning	N/A	30-20-28 30-21-29 30-22-29 30-22-31 30-23-29 30-24-30	30-20-28-0000-00-027 30-21-29-1832-06-190 30-21-29-8378-00-180 30-22-29-0000-00-018 30-22-29-2744-03-090 30-22-29-3216-02-120 30-22-29-6426-12-030 30-22-29-9226-05-030 30-22-29-9226-09-010 30-22-29-9230-20-130 30-22-31-8812-00-120 30-23-29-8552-01-300 30-23-29-8552-06-140 30-23-29-8554-01-010 30-23-29-8554-06-110 30-23-29-8554-10-060 30-24-30-9467-90-510
Lot Cleaning LC 14-1230 LC 15-0325 LC 13-1563, LC 14-0452, LC 14-0757	Establish Lot Cleaning	N/A	31-21-28 31-21-29	31-21-28-8952-00-106 31-21-29-5202-00-060 31-21-29-5644-00-290

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LC 14-1408, LC 15-0144, LC 14-0965 LC 14-0940, LC 14-1805 LC 15-0061, LC 15-1106 LC 14-1004 LC 14-1363 LC 14-1352			34-22-33 34-23-28	34-22-29-1382-01-020 34-22-29-6316-00-136 34-22-29-6316-00-291 34-22-33-1327-02-270 34-23-28-0536-02-290 34-23-28-0536-02-600
Lot Cleaning LC 14-1533 LC 15-0538 LC 14-1795 LC 15-0410 LC 14-0717, LC 15-0428 LC 14-1832 LC 15-1300 LC 14-1482 LC 14-1858 LC 14-1029 LC 14-1581 LC 15-0478	Establish Lot Cleaning	N/A	35-21-28 35-22-28 35-22-30 35-24-29	35-21-28-1408-00-270 35-22-28-2893-00-350 35-22-28-3381-00-070 35-22-28-4460-03-120 35-22-28-4464-03-010 35-22-28-8383-00-090 35-22-28-8838-00-160 35-22-28-8838-00-800 35-22-30-0431-03-220 35-22-30-0431-03-260 35-22-30-7271-01-440 35-24-29-9363-00-620
Lot Cleaning LC 15-0322 LC 15-0188 LC 14-0890, LC 14-1653 LC 14-1654, LC 15-0432 LC 14-0044 LC 13-0921 LC 14-0753 LC 15-0180 LC 13-1748, LC 14-0847 LC 14-0380, LC 14-0740, LC 14-1683 LC 15-1129 LC 14-0378, LC 14-0783, LC 14-1682 LC 15-1128 LC 14-0243, LC 14-0696, LC 14-1684 LC 15-1137 LC 14-0961 LC 14-0582, LC 15-1131 LC 14-0632, LC 14-1676 LC 14-1130 LC 15-0422, LC 15-1238 LC 15-0004	Establish Lot Cleaning	N/A	36-20-27 36-21-28 36-22-28 36-22-31	36-20-27-7189-02-200 36-20-27-8846-00-320 36-20-27-9612-03-060 36-20-27-9612-03-070 36-21-28-5182-00-650 36-21-28-5203-01-470 36-21-28-8403-00-610 36-21-28-9342-00-710 36-21-28-9343-00-730 36-22-28-6416-02-115 36-22-28-6416-02-115 36-22-28-6416-03-140 36-22-28-6416-03-140 36-22-28-6416-03-150 36-22-28-6416-03-170 36-22-28-6416-03-280 36-22-28-6416-04-520 36-22-28-6416-04-530 36-22-28-9212-02-350 36-22-28-9212-05-010 36-22-31-7987-00-370



Interoffice Memorandum

DATE: February 2, 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: February 16, 2016 – Public Hearing
Applicant: Cas Suvongse, SK Consortium, Inc.
Lake Reams Neighborhood Center PD / Parcel 3 - Lakeside
Neighborhood Development Plan Case # DP-15-06-148

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of January 13, 2016, to approve the Lake Reams Neighborhood Center PD / Parcel 3 - Lakeside Neighborhood Development Plan to construct two (2) commercial buildings with a total of 19,994 square feet on 2.0 acres.

The request also includes the following waivers from the Orange County Code:

1. A waiver is requested from Section 38-1388(c)(7) to allow zero (0) percent of the façade to be placed at the ten (10) foot building setback line in lieu of the requirement that facades shall be built directly in the front building setback line for at least fifty (50) percent of the linear frontage.
2. A waiver is requested from Section 38-1388(c)(8) to eliminate the requirement that buildings within the Neighborhood Commercial areas shall have a side yard setback of zero (0) feet on at least one (1) property line.
3. A waiver is requested from Section 38-1388(c)(12)(c) to eliminate the requirement of sidewalk areas at the front of Neighborhood Commercial areas shall be placed in an easement and not made part of the public right-of-way.
4. A waiver is requested from Section 38-1384(d) to allow zero (0) street trees along Taborfield Avenue in lieu of the requirement of six (6) trees.

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.



Interoffice Memorandum

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 Reams Neighborhood Center PD / Parcel 3 - Lakeside Neighborhood Development Plan (DP) dated "Received October 29, 2015", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

JVW/JS/lo
Attachments

CASE # DP-15-06-148

Commission District # 1

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of January 13, 2016, to approve the Lake Reams Neighborhood Center PD / Parcel 3 - Lakeside Neighborhood Development Plan to construct two (2) commercial buildings with a total of 19,994 square feet on 2.0 acres.

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3. A waiver is requested from Section 38-1388(c)(12)(c) to eliminate the requirement of sidewalk areas at the front of Neighborhood Commercial areas shall be placed in an easement and not made part of the public right-of-way.
4. A waiver is requested from Section 38-1384(d) to allow zero (0) street trees along Taborfield Avenue in lieu of the requirement of six (6) trees.

2. PROJECT ANALYSIS

- | | |
|-----------------------|---|
| A. Location: | East of Reams Road / North of Taborfield Avenue |
| B. Parcel ID: | 01-24-27-0000-00-021 |
| C. Total Acres: | 2.0 |
| D. Water Supply: | Orange County Utilities |
| E. Sewer System: | Orange County Utilities |
| F. Schools: | N/A |
| G. School Population: | N/A |
| H. Parks: | N/A |

- I. Proposed Use: 19,994 Square Foot Multi-Tenant Commercial

- J. Site Data: Proposed Building Height: 40'
Building Setbacks:
 - 10' West Front (See Waiver Request)
 - 10' North Side (See Waiver Request)
 - 25' South Side
 - 80' East Rear

- K. Fire Station: 35 - 7435 Winter Garden Vineland Road

- L. Transportation: Based on the Concurrency Management System database dated June 18, 2015, there are two failing roadway segments within a one mile radius of this project. Winter Garden Vineland Road from Reams Road to Chase Road and Reams Road from Cast Drive to Silver Lake Park Drive are currently operating below the adopted level of service. A traffic study will be required prior to obtaining a building permit.

Additionally, the applicant has proposed a road agreement (RAG-15-09-014) for the conveyance of 0.43 acres for future Reams Road right-of-way in an exchange for transportation impact fee credits.

3. COMPREHENSIVE PLAN

The subject property has a Future Land Use Map (FLUM) designation of Village (V) (Horizon West Lakeside Village – Neighborhood Center District). The request is consistent with the Comprehensive Plan.

4. ZONING

PD (Lake Reams Neighborhood Center Planned Development)

5. REQUESTED ACTION:

Approval subject to the following conditions:

1. Development shall conform to the Lake Reams Neighborhood Planned Development; Orange County Board of County Commissioners (BCC) approvals; Parcel 3 - Lakeside Neighborhood Development Plan dated "Received October 29, 2015"; and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.

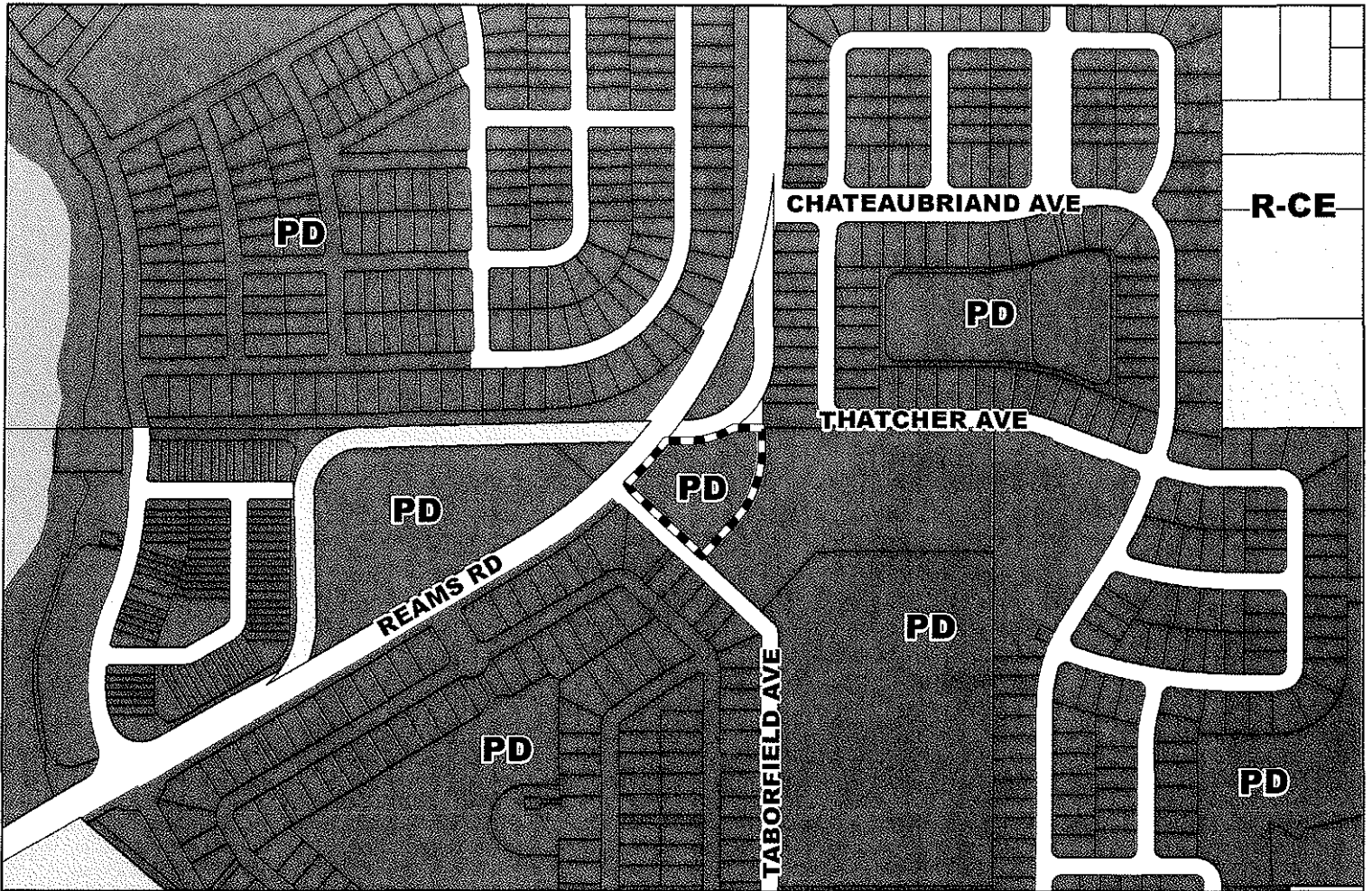
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise 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. Prior to construction plan approval, documentation with supporting calculations shall be submitted which certifies that the existing drainage system and pond have the capacity to accommodate this development and that this project is consistent with the approved master drainage plan (MDP) for this PD.
5. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
6. Prior to the issuance of any vertical building permits, the property shall be platted.
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 any Preliminary Subdivision Plan (PSP) and / or Construction Plan submittal.

9. 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 issuance of the initial certificate of occupancy. Nothing in this condition and nothing in the decision to approve this development 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.
10. 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).
11. Prior to commencement of any earth work or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
12. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water, reclaimed water, and wastewater systems have been designed to support all development within the DP, and that construction plans are consistent with an approved Master Utility Plan.
13. Billboards and pole signs shall be prohibited. Ground and fascia signs shall comply with the original Horizon West Village Center standards dated June 6, 1995.
14. No vertical permits will be accepted for review until the Orange County Property Appraiser's Office has transferred PID and addressing information to the permitting system.
15. Outside sales, storage, and display shall be prohibited.
16. The project shall comply with the terms of the Right-of-Way Agreement for Lakeside Neighborhood / Reams Road being considered as of even date herewith.
17. The following waivers from Orange County Code are granted:
 - a. A waiver is granted requested from Section 38-1388(C)(7) to allow zero (0) percent of the façade to be placed at the ten (10) foot building setback line in lieu of the requirement that facades shall be built directly in the front building setback line for at least fifty (50) percent of the linear frontage.

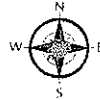
- b. A waiver is granted requested from Section 38-1388(c)(8) to eliminate the requirement that buildings within the Neighborhood Commercial Areas shall have a side yard setback of zero (0) feet on at least one (1) property line.

- c. A waiver is granted requested from Section 38-1388(c)(12)(c) to eliminate the requirement of sidewalk areas at the front of Neighborhood Commercial Areas shall be placed in an easement and not made part of the public right-of-way.

- d. A waiver is granted requested from Section 38-1384(d) to allow zero (0) street trees along Taborfield Avenue in lieu of the requirement of six (6) trees.



 Subject Property



 Subject Property

Zoning

ZONING: PD (Planned Development District)
(Lake Reams Neighborhood Center PD)

APPLICANT: Cas Suvongse,
SK Consortium, Inc.

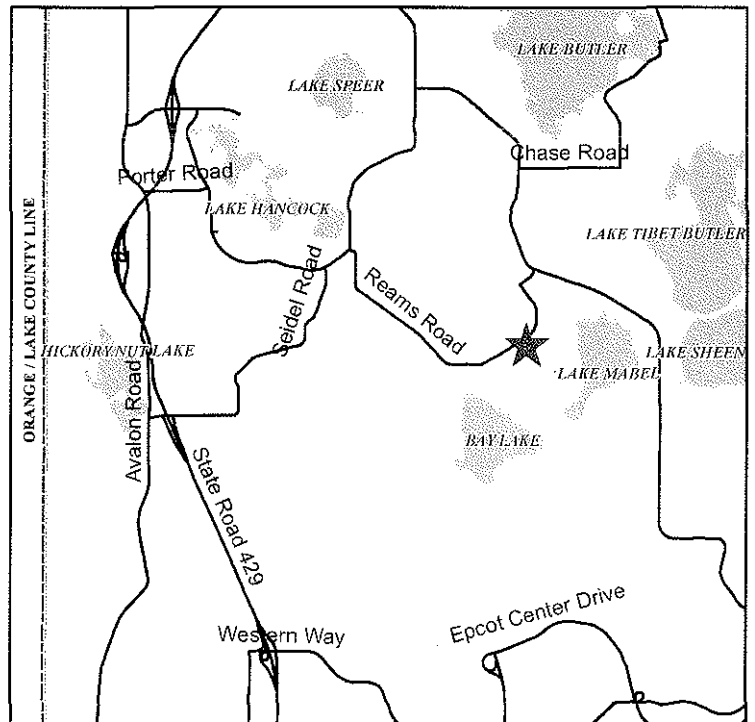
LOCATION: East of Reams Road /
North of Taborfield Avenue

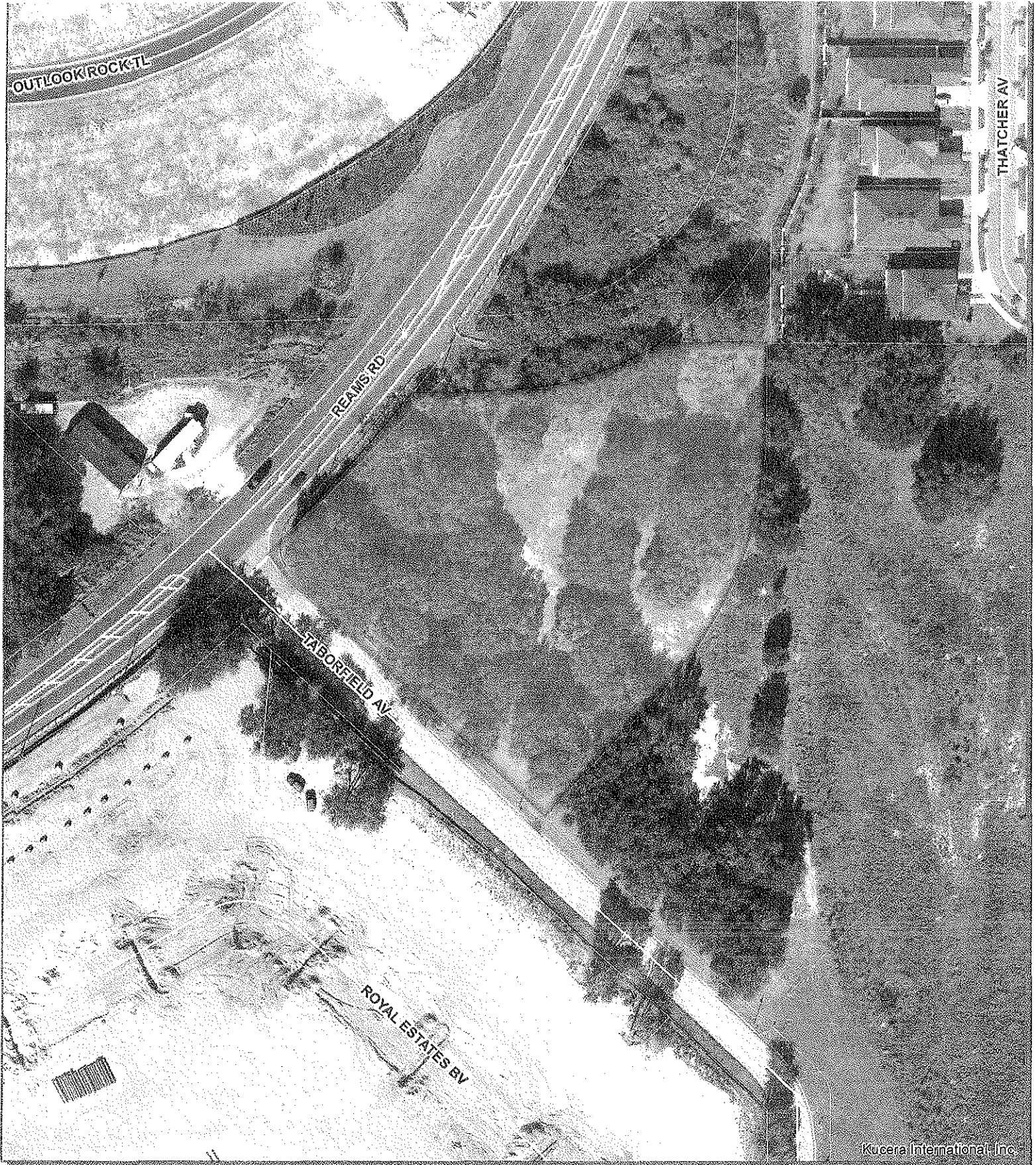
TRACT SIZE: 2.0 acres

DISTRICT: #1

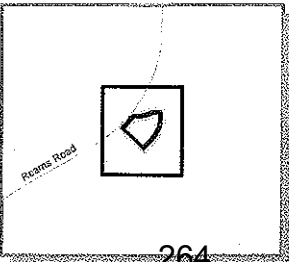
S/T/R: 01/24/27

1 inch = 500 feet



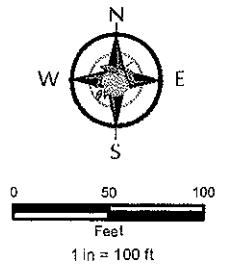


Kucera International, Inc.



Lake Reams Neighborhood PD / Parcel 3 Lakeside Neighborhood Development Plan

	Parcels		Jurisdiction
	Subject Property		Hydrology





Interoffice Memorandum

February 4, 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: February 16, 2016 – Public Hearing
John Florio, Donald W. McIntosh Associates, Inc.
Spring Isle Planned Development (PD)
Substantial Change - Case # CDR-15-01-028 / District 4

The Spring Isle PD was originally approved on August 5, 2003 and currently provides for a development program consisting of 100,000 square feet of commercial uses, 50,000 square feet of offices uses, and a park. Through this PD substantial change, the applicant is seeking to aggregate an adjacent 4.20-acre parcel, add 95 townhome units into PD Parcel G through a combination of converting 24,739 square feet of office space and accessing unused units and/or density credits (per PD Note 10 which allows density credits for park, open space and road right-of-way dedication); add a Transportation Equivalency Matrix to include townhome, self-storage, day care, and elementary school uses with updated trip and student generation calculations; introduce commercial, townhome, day care, self-storage and elementary school uses to PD Parcel H, while eliminating park use from PD Parcel I (resulting in the County stormwater use only); and reconfigure PD Parcels G, H and I boundaries.

This request also includes two (2) waivers from Orange County Code. The first waiver from Section 24-4(a)(2) would eliminate landscaping requirements between vehicular use areas on adjacent non-residential properties; and the second waiver from Section 38-1272(a)(3) would allow a zero (0) minimum setback from the side and rear property lines for non-residential (commercial) development.

As summarized in the attached staff report, the substantial change received a recommendation of approval by the Development Review Committee (DRC) on December 16, 2015.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Planning Division for further reference.

ACTION REQUESTED: Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Spring Isle Planned Development / Land Use Plan (PD/LUP) dated "Received September 28, 2015", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 4

Attachments

CASE # CDR-15-01-028

Commission District: # 4

GENERAL INFORMATION

APPLICANT John Florio, Donald W. McIntosh Associates, Inc.

OWNER Spring Isle C, LLC

PROJECT NAME Spring Isle Planned Development / Land Use Plan (PD/LUP)

PARCEL ID NUMBERS 30-22-32-0000-00-015; 30-22-32-0000-00-019;
30-22-32-0000-00-022; 30-22-32-0000-00-043;
30-22-32-0000-00-046; 30-22-32-0000-00-050; and
30-22-32-0000-00-051

TRACT SIZE 224.87 gross acres (*overall PD*)
45.20 gross acres (*affected parcels*)

LOCATION Generally located on the east side of Avalon Park Boulevard,
south of Waterford Chase Boulevard and Sunflower Trail, and
north of Timber Springs Boulevard.

REQUEST A substantial change to amend the Spring Isle PD to:

- Add one (1) parcel containing 4.20 acres;
- Add 95 townhome units to PD Parcel G by converting 24,739 square feet of Office development entitlements into 66 townhome units, and by using 11 remaining units and 18 density credit units;
- Add a Transportation Equivalency Matrix to include townhome, self-storage, day care, and elementary school uses with updated trip and student generation calculations;
- Introduce commercial, townhome, day care, self-storage and elementary school uses to PD Parcel H, while eliminating park use from PD Parcel I (resulting in the County stormwater use only); and
- Reconfigure PD Parcels G, H and I boundaries.

In addition, the following two (2) waivers from Orange County Code have been requested:

1. *A waiver from Section 24-4(a)(2) to eliminate landscaping requirements between vehicular use areas on adjacent non-residential properties.*

2. *A waiver from Section 38-1272(a)(3) to allow a minimum setback from the side and rear property lines of zero (0) feet for non-residential (commercial) development, in lieu of ten (10) feet.*

PUBLIC NOTIFICATION

A notification area extending beyond five hundred (500) feet was used for this application [*Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet*]. Four hundred thirty-six (436) notices were mailed to those property owners in the notification buffer area. A community meeting was not required for this case.

IMPACT ANALYSIS

Special Information

The Spring Isle PD was originally approved on August 5, 2003 and currently provides for a development program consisting of 100,000 square feet of commercial uses, 50,000 square feet of offices uses, and a park.

Through this PD substantial change, the applicant is seeking to aggregate an adjacent 4.20-acre parcel, add 95 townhome units into PD Parcel G through a combination of converting 24,739 square feet of office space and accessing unused units and/or density credits (per PD Note 10 which allows density credits for park, open space and road right-of-way dedication); add a Transportation Equivalency Matrix to include townhome, self-storage, day care, and elementary school uses with updated trip and student generation calculations; introduce commercial, townhome, day care, self-storage and elementary school uses to PD Parcel H, while eliminating park use from PD Parcel I (resulting in the County stormwater use only); and reconfigure PD Parcels G, H and I boundaries.

Based on the changes outlined above, the following table provides a comparison of the existing and proposed Spring Isle development program:

Spring Isle Development Program – Comparison Table

Use	Existing Sq. Ft. / Units	Proposed Sq. Ft. / Units
Commercial	100,000 sq. ft.	100,000 sq. ft.
Office	50,000 sq. ft.	25,261 sq. ft.
Townhomes	0 units	95 units

Finally, this request also includes two (2) waivers from Orange County Code. The first waiver from Section 24-4(a)(2) would eliminate landscaping requirements between vehicular use areas on adjacent non-residential properties, and the second waiver from Section 38-1272(a)(3) would allow a zero (0) minimum setback from the side and rear property lines for non-residential (commercial) development.

Land Use Compatibility

The proposed PD substantial change would not adversely impact any adjacent properties or result in an incompatible land use pattern.

Comprehensive Plan (CP) Consistency

The affected parcels have an underlying Future Land Use Map (FLUM) designation of Planned Development - Low Density Residential / Medium Density Residential / Commercial / Office / Parks and Recreation-Open Space / Conservation (PD - LDR / MDR / C / O / PR-OS / Cons). The proposed PD Change Determination Request (CDR) is consistent with this FLUM designation.

Rural Settlement

The subject property is not located within a Rural Settlement.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Joint Planning Area

The subject property is not located within a JPA.

Environmental

There are wetlands and surface waters on site. Orange County Conservation Area Determinations CAD 03-022 and CAD 09-030, and Impact Permits CAI 03-046, CAI 06-094 and CAI-11-10-026 were completed for the PD. This request shall comply with all related permit conditions of approval, including but not limited to, the preservation of onsite wetlands and upland buffers offered as mitigation. Any non-permitted impacts will require approval by the Orange County EPD prior to development.

This site is also located within the geographical limits of the Econlockhatchee River Protection Ordinance; therefore, basin-wide regulations apply (Chapter 15 Article XI). Basin regulations include, but are not limited to, wetland buffers, wildlife habitat preservation and landscaping with native plant species.

Development of the subject property shall comply with all state and federal regulations regarding 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).

Transportation / Concurrency

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.

Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a Capacity Encumbrance Letter (CEL) prior to construction plan submittal and must apply for and obtain a Capacity Reservation Certificate (CRC) prior to approval of the plat. Nothing in this condition, and nothing in the decision to approve this land use plan, shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a CEL or a CRC.

Schools

Capacity Enhancement Agreement (CEA) #OC-15-045 was approved by the Orange County School Board on February 9, 2016.

Parks and Recreation

Orange County Parks and Recreation staff notes that the County only accepts neighborhood parks adjacent to schools; as such, the park as previously proposed for Parcel I would have been an HOA owned and maintained park. The applicant has since revised the plan to eliminate the park from PD Parcel I.

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 – (December 16, 2015)

Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Spring Isle Planned Development / Land Use Plan (PD/LUP) dated “Received September 28, 2015”, subject to the following conditions:

1. Development shall conform to the Spring Isle Planned Development / Land Use Plan (PD/LUP) dated "Received September 28, 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 September 28, 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. 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.
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 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.
6. 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 MM DD, YYYY.
 - 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 ## 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.

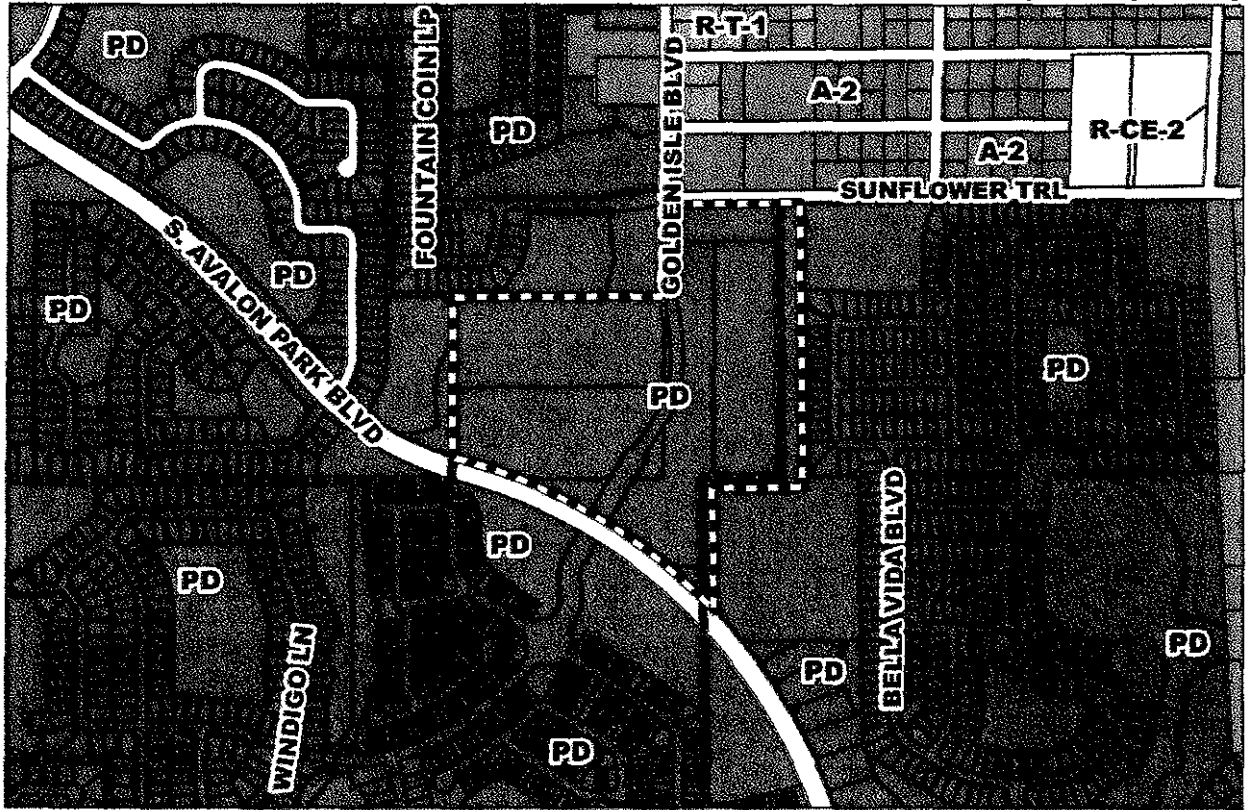
- e. Prior to or concurrently with the County's approval of the plat, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed 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. A waiver from Orange County Code Section 24-4(a)(2) is granted to eliminate landscaping requirements between vehicular use areas on adjacent non-residential properties.
8. A waiver from Orange County Section 38-1272(a)(3) is granted to allow a minimum setback from the side and rear property lines of zero (0) feet for non-residential (commercial) development, in lieu of ten (10) feet.
9. 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.
10. All proposed vertical structures shall be located a minimum of 20 feet from the centerline of the existing 30-inch water main and 30-inch wastewater force main.
11. The developer/property owner shall sign an agreement which releases Orange County from liability associated with the presence of the 30-inch water main and 30-inch wastewater force main located on Parcel H. The agreement shall be approved by the BCC prior to construction plan approval.
12. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated October 19, 2010 and August 5, 2003, shall apply:
 - a. All acreages regarding conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
 - b. The Developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities.
 - c. Outdoor storage and display shall be prohibited.
 - d. At the time of the first commercial or office Preliminary Subdivision Plan or Development Plan, a Master Sign Plan consistent with the Avalon Park Corridor requirements shall be submitted.
 - e. This project shall comply with the Avalon Park Boulevard Design Standards, with the following exceptions:

- Golden Isle Boulevard shall have a minimum 10-foot-wide landscape parkway and incorporate one 5-foot walk and one 8-foot walk.
 - The commercial and office/commercial portion of the PD (Tracts G and H) shall be 27.71 acres in size but shall not exceed 150,000 square feet of building.
 - Main commercial "anchors" may front an internal drive isle and face Avalon Park Boulevard, so long as any side building façade fronting Golden Isle Boulevard is addressed as a primary building façade.
 - The commercial and office/commercial portion of the PD (Tracts G and H) shall each be considered a "Community Commercial" / "Office" site.
 - Signage requirements for Parcels G and H shall be in accordance with an approved Master Sign Plan.
- f. Billboards and pole signs shall be prohibited.
- g. 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.
- h. A waiver from Section 38-1272(3)(b) is granted to allow a 15-foot building setback along Avalon Park Boulevard in lieu of the required 40 feet.
- i. A waiver from Section 38-1272(3)(a) is granted to allow a 20-foot setback along the north/south connector road in lieu of the required 30 feet.
- j. A waiver from Section 38-1272(3)(d) is granted to allow 15-foot setbacks from internal streets in lieu of the required 30 feet.
- k. The commercial uses shall be limited to Commercial (C-1) uses.
- l. Construction traffic shall not be permitted to access the PD via Sunflower Trail.

PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION (October 19, 2010)

Upon a motion by Commissioner Stewart, seconded by Commissioner Russell and carried, with all Commissioners voting AYE, the Board approved a request to rezone from A-2 (Farmland Rural District) (1957) and PD (Planned Development District) (Spring Isle PD) (2003) to PD (Planned Development District) on the described property, subject to conditions.

CDR-15-01-028

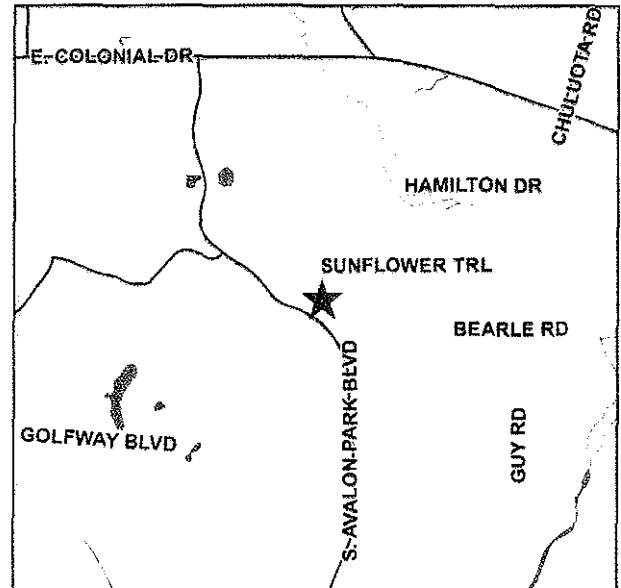


Subject Property
 PD Boundary

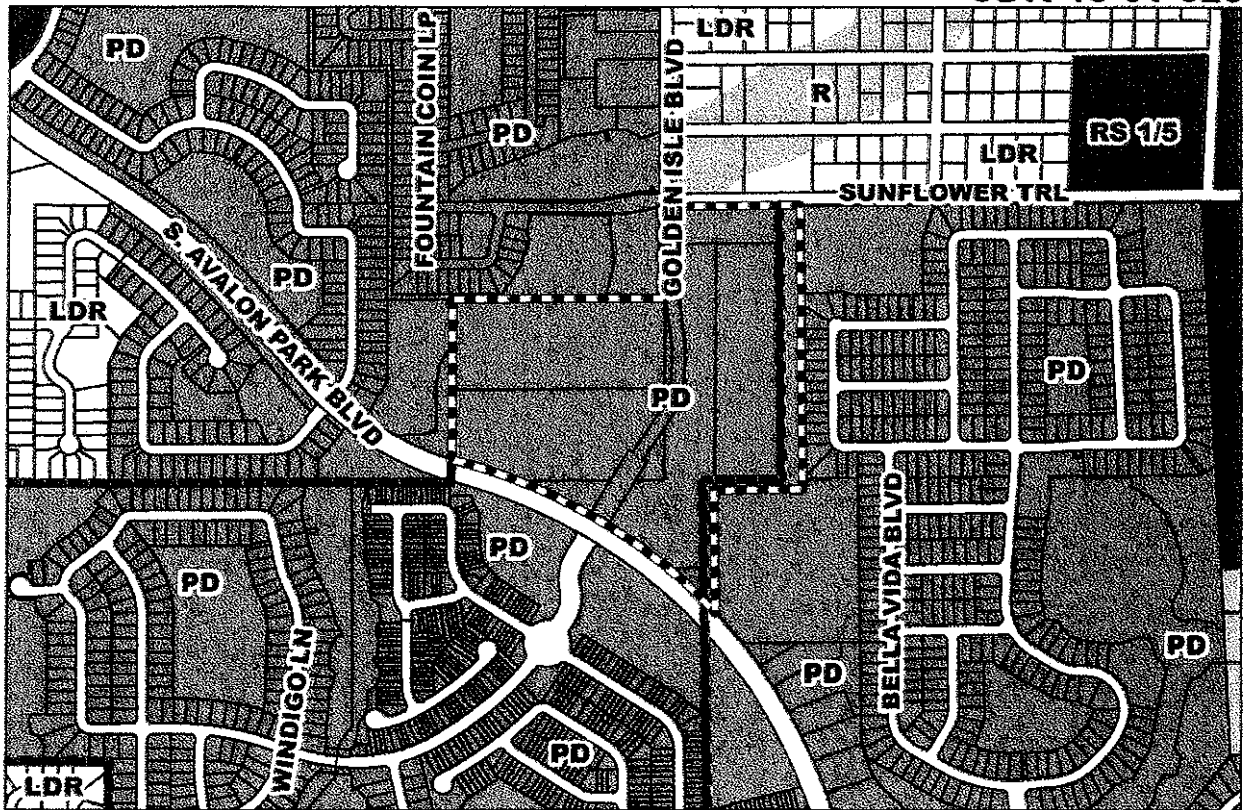


Subject Property

Zoning Map	
ZONING:	PD (Planned Development)
APPLICANT:	John Florio, Donald W. McIntosh Associates, Inc.
LOCATION:	Generally located on the east side of Avalon Park Boulevard, south of Waterford Chase Boulevard and Sunflower Trail, and north of Timber Springs Boulevard
TRACT SIZE:	224.87 gross acres (overall PD) 45.20 gross acres (affected parcels)
DISTRICT:	# 4
S/T/R:	30/22/32
1 inch = 750 feet	



CDR-15-01-028



Subject Property
 PD Boundary



Subject Property

Future Land Use Map

FLUM: PD (Planned Development)

APPLICANT: John Florio,
Donald W. McIntosh Associates, Inc.

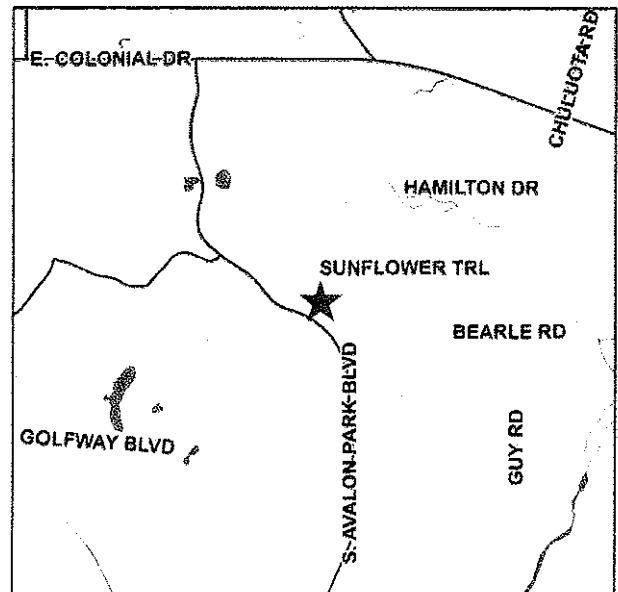
LOCATION: Generally located on the east side of Avalon Park Boulevard, south of Waterford Chase Boulevard and Sunflower Trail, and north of Timber Springs Boulevard

TRACT SIZE: 224.87 gross acres (overall PD)
45.20 gross acres (affected parcels)

DISTRICT: # 4

S/T/R: 30/22/32

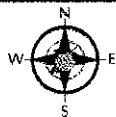
1 inch = 750 feet



CDR-15-01-028



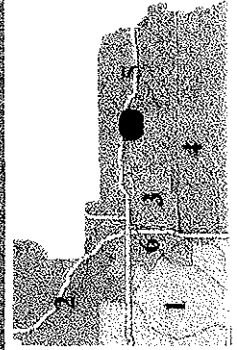
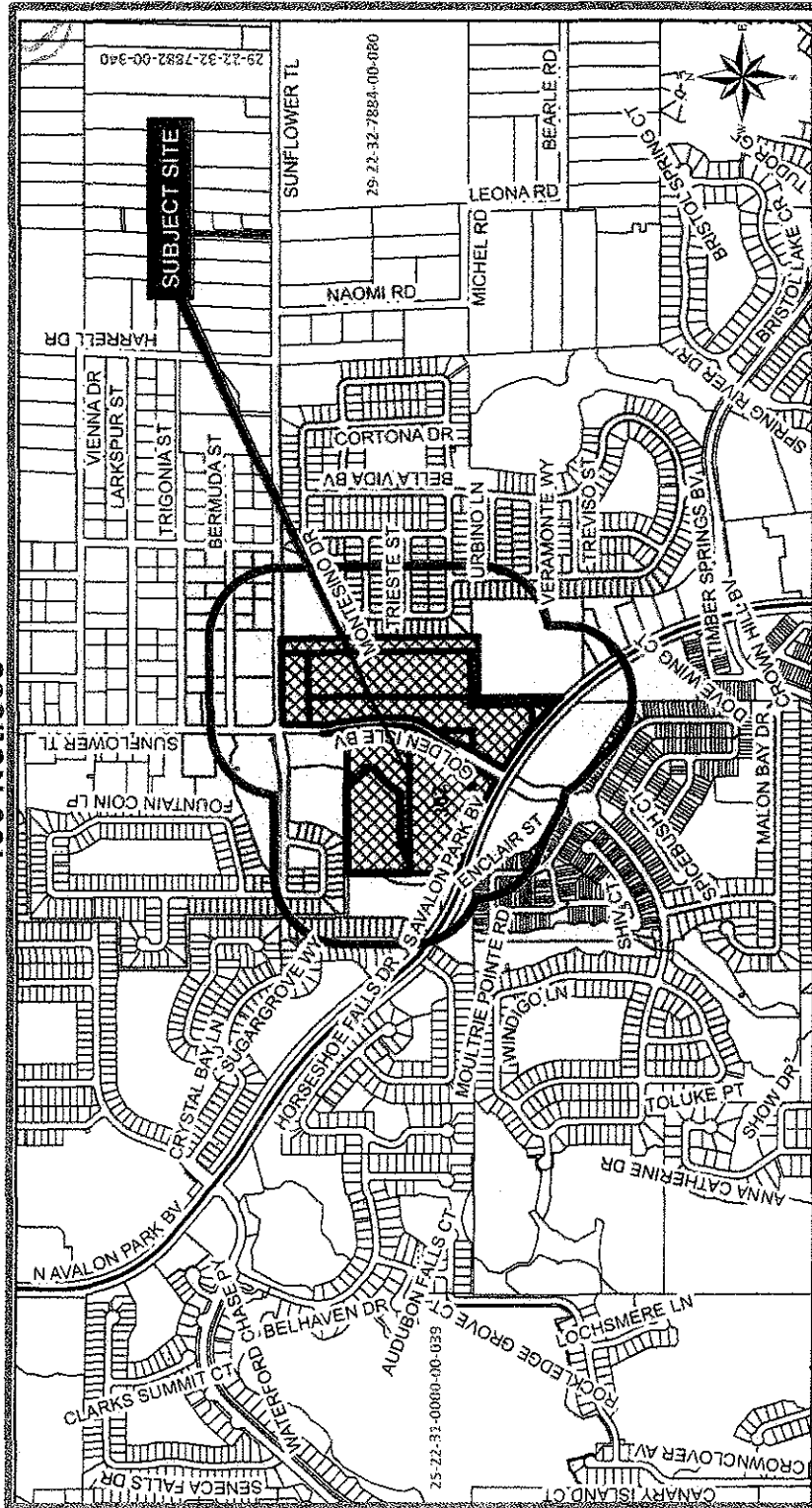
-  Subject Property
-  PD Boundary



1 inch = 583 feet

Notification Map

Public Notification Map
 Spring Isle PD_15-01-028
 436 Notices



Legend

- PARCELS
- SUBJECT
- 500 FT BUFFER
- SELECTED PARCELS
- ADDITIONAL SELECTION
- HYDROLOGY

Feet
 0 1,800 3,600
 1 inch = 1,001 feet


\\orange\pdr\business\systems\board\administration\SUBSTANTIAL_CHANGE\01501\AMWGSPing file_PD_15-01-028.mxd

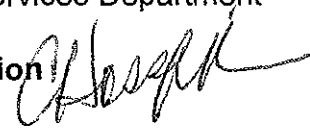


Interoffice Memorandum

DATE: February 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: **Carol Knox Hossfield, Manager, Zoning Division** 
407-836-5585

SUBJECT: February 16, 2016 – Board of Zoning Adjustment Appeal Public Hearing Applicant/Appellant: Pedro J. Malaret, Agent for Kung Fu-Sion, LLC Case #VA-15-12-126, February 9, 2016; District #4

Case #VA-15-12-126, located in District #4 is a BCC Appeal public hearing to be heard on February 16, 2016. Kung Fu-Sion, LLC (applicant/appellant) is proposing to obtain an alcoholic beverage license for on-site consumption of beer and wine (2COP) for a sit-down restaurant located 369.8 feet from Legacy Middle School, in lieu of the required 1,000 ft.

The subject property is located at 11425 Lake Underhill Road on the north side of Lake Underhill Rd., east of Rouse Rd. in a building that was formerly occupied by Hooter's Restaurant. Hooter's Restaurant was able to secure a 2COP license because it opened prior to the construction of Legacy Middle School. In 2013, Hooter's Restaurant vacated the building.

On July 22, 2015 the Zoning Division conducted a distance measurement for the applicant and concluded the separation between the proposed Kung Fu-Sion Restaurant and the existing Legacy Middle School is 369.8 ft. in lieu of the required 1,000 ft. On October 14, 2015, the applicant submitted an application for a zoning variance for BZA review on December 3, 2015.

During the December 3, 2015 BZA hearing, the applicant/appellant noted there were other similar establishments in the surrounding area. The BZA concluded that the fact that a license had once been issued to the address did not constitute sufficient hardship to grant the variance. The BZA denied the request 4-0 with one member abstaining.

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.

On February 9, 2016 the BCC approved Commissioner Thompson's request for a continuance of this case to February 16, 2016. The neighboring property owners have been notified of the continuance. A copy of the notice is attached.

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 denial of November 5, 2015. District #4

JVW/CKH:dcn



ZONING DIVISION

Carol Knox Hossfield, Manager

201 South Rosalind Avenue, 1st Floor • Reply To: Post Office Box 2687 • Orlando, Florida 32802-2687

407-836-5525 • Fax 407-836-5507

www.orangecountyfl.net

Art Interiano
Assistant Manager

Chief Planners

Vacant
Permitting

Rocco Relvini
Customer Relations

Bob Windom
Project Review

January 5, 2016

RE: Appeal of VA-15-12-126 – Kung Fu-Sion LLC request for on-site consumption of beer and wine at 11425 Lake Underhill Road, Orlando, FL 32825

Commissioner Jennifer Thompson is not able to attend the public hearing advertised and scheduled for Tuesday, February 9, 2016 at 2:00 p.m. Therefore, there is a possibility the Board of County Commissioners (BCC) may continue this request to February 16, 2016. The Board of County Commissioners is the only entity that is authorized to grant or deny a continuance request. It is recommended that you or your representative consider attending the February 9, 2016 BCC meeting.

The public hearing set with the Board for 2:00 p.m. on February 9, 2016 regarding the Kung Fu-Sion LLC case will be opened, and at that time, the Board will begin by considering a request for a continuance to a future date. At that point, the Board will then make a decision on that request. If the Board **denies** the continuance request on February 9th, the public hearing will immediately move forward on the applicant's underlying request for a special exception for the 2COP license. If the Board **grants** the continuance request, then new notifications for the future public hearing will be sent to all affected residents and businesses shortly thereafter.

Should you require additional information, please contact Rocco Relvini, Chief Planner at (407) 836-5386.

Sincerely,

A handwritten signature in cursive script that reads "Arturo Interiano".

Arturo Interiano
Assistant Manager

**COMMUNITY ENVIRONMENTAL DEVELOPMENT
SERVICES DEPARTMENT
ZONING DIVISION PUBLIC HEARING REPORT
February 16, 2016**

The following is a BCC appeal public hearing before the Board of County Commissioners on February 16, 2016 at 2:00 p.m.

APPELLANT/APPLICANT: KUNG FU-SION, LLC

REQUEST: Variance in the P-D zoning district to allow on-site consumption of beer and wine (2 COP License) 369.8 ft. from Legacy Middle School in lieu of 1000 ft.

LOCATION: North Side of Lake Underhill Rd., east of Rouse Rd.

TRACT SIZE: 1.28 acres

ZONING: P-D

DISTRICT: #4

PROPERTIES NOTIFIED: 1696

BOARD OF ZONING ADJUSTMENT (BZA) HEARING SYNOPSIS ON REQUEST:

The applicant proposes to use the former Hooters building as a Japanese Restaurant. They want to serve beer and wine with meals. They are located 370 ft. from Legacy Middle School. The separation requirement is 1000 ft. Legacy Middle school is located directly across the street from the proposed establishment.

Staff presented its findings and concluded the request fell short of meeting the variance criteria. The BZA agreed and unanimously denied the request. A representative of Orange County Public Schools was present to speak in opposition to the granting of the variance.

BZA HEARING DECISION:

A motion was made by Deborah Moskowitz, seconded by Chuck Norman and unanimously carried to deny the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (unanimous 4-0; 1BZA member abstaining).

**KUNG FU-SION LLC
VA-15-12-126**

REQUEST: Variance in the P-D zoning district to allow on-site consumption of beer and wine (2 COP License) 369.8 ft. from Legacy Middle School in lieu of 1000 ft.

ADDRESS: 11425 Lake Underhill Road, Orlando FL 32825

LOCATION: North Side of Lake Underhill Rd., east of Rouse Rd.

S-T-R: 28-22-31

TRACT SIZE: 1.28 acres

DISTRICT#: 4

LEGAL: HIGHPOINT COMMERCE CENTER 48/80 BEG NE COR LOT 1 TH RUN S 134.56 FT S 102.04 FT S 76 DEG W 127.34 FT S 71 DEG W 58.13 FT N 20 DEG W 157.95 FT N 20 DEG W 93.88 FT N 76 DEG E 14 2.11 FT N 82 DEG E 132.42 FT TO POB

PARCEL ID: 28-22-31-3520-00-011

NO. OF NOTICES: 1696

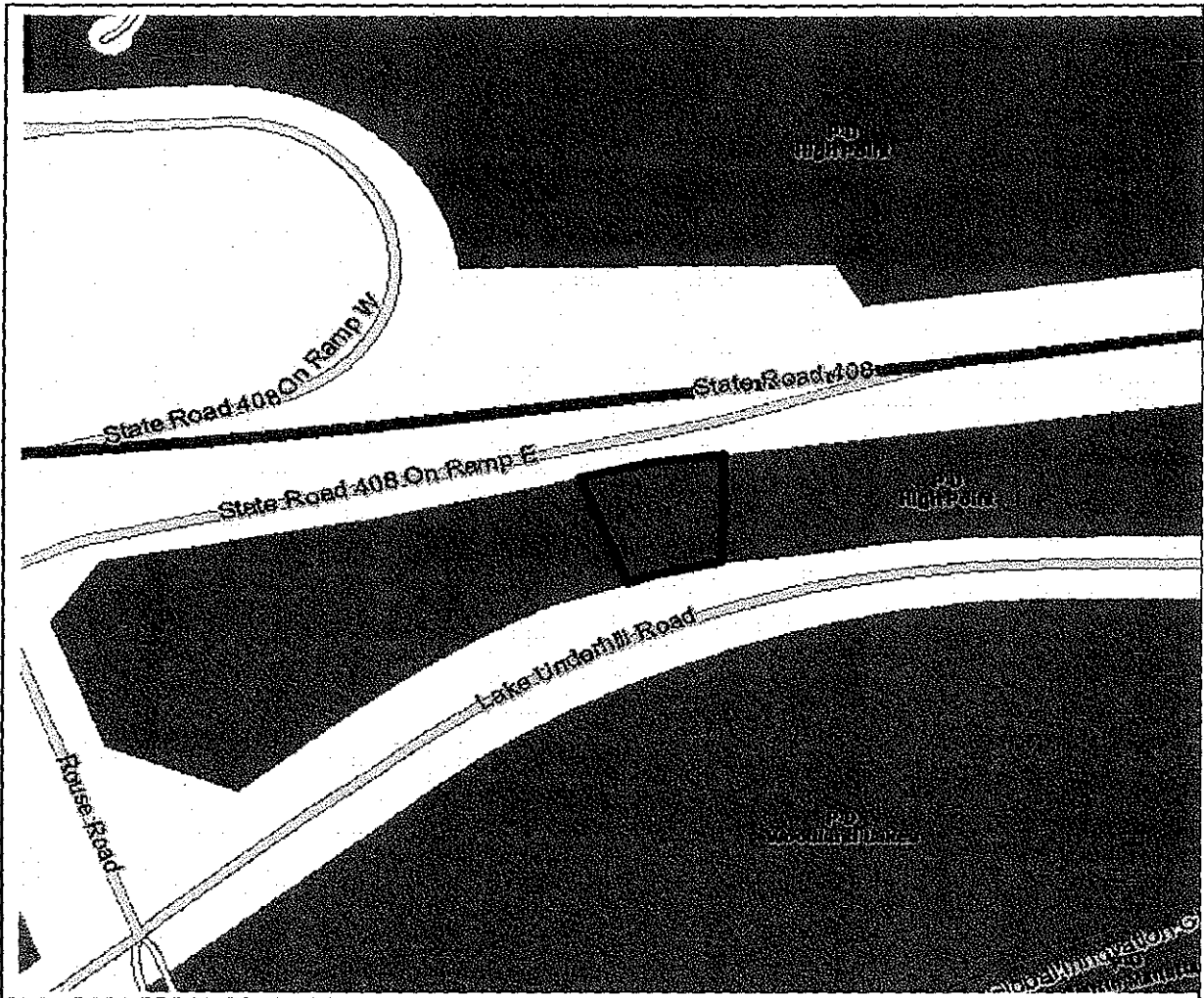
DECISION: DENIED the Variance request in that there was no unnecessary hardship shown on the land; and further, it did not meet the requirements governing variances as spelled out in Orange County Code, Section 30-43(3) (unanimous)(4-0, 1 abstained).

SYNOPSIS: The applicant proposes to use the former Hooters building as a Japanese Restaurant. They want to serve beer and wine with meals. They are located 370 ft. from Legacy Middle School. The separation requirement is 1000 ft. Legacy Middle school is located directly across the street from the proposed establishment.

Staff presented its findings and concluded the request fell short of meeting the variance criteria.

The BZA agreed and unanimously denied the request.

A representative of Orange County Public Schools was present to speak in opposition to the granting of the variance.



Applicant: Kung Fu-Sion, LLC

BZA Number: VA-15-12-126

BZA Date: 12/03/2015

District: 4

Sec/Twn/Rge: 28-22-31-NE-A,28-22-31-SE-D

Tract Size: 1.28 acres

Address: 11425 Lake Underhill RD, Orlando FL 32825

Location: North Side of Lake Underhill Rd., east of Rouse Rd.

MALARET LAW FIRM, PLC

Pedro J. Malaret, Esquire

P.O. Box 4579
Orlando, FL 32802
Telephone (407) 898-8758
Facsimile (407) 898-8768
pedro@malaretlawfirm.com

October 14, 2015

Orange County Florida
Board of Building and Zoning Variance
Orlando, FL 32801

Re: Address: 11425 Lake Underhill Rd., Orlando, FL 32825
Parcel ID: 28-22-31-3520-00-011
Petitioner: Kung Fu-Sion, LLC as authorized agent for Old Wise Owl, LLC

Dear Board,

This law firm has the pleasure of representing Kung Fu-Sion, LLC, the authorized agent for the current owner and Petitioner of the Orange County property whose physical address is 11425 Lake Underhill Rd., Orlando, FL 32825, and whose parcel ID is 28-22-31-3520-00-011.

The Petitioner is the owner of Danketsu, a Japanese restaurant that features traditional Japanese cuisine with a traditional Japanese ambience. Danketsu is full service restaurant open for dinner from Monday through Saturday during the hours of 4:00 p.m. to 2:00 a.m.

From 2002 until 2013, Hooters of Lake Underhill, LLC, operated a Hooters restaurant on the property located 11425 Lake Underhill Rd., Orlando, FL 32825. Hooters is a restaurant with several locations in Orlando that sells a variety of food and beer and wine. Since 2002, Hooters has sold beer and wine under a retail beverage license (2COP), a copy of which is attached hereto.

The Petitioner is seeking a variance from the 1,000 ft separation requirement from a school for the sale of beer and wine by an establishment pursuant to Orange County Code.

Enclosed herewith, you shall find the following:

1. Complete Orange County Board of Zoning Adjustment Application for Zoning Variance with attachments including a Tax Bill;
2. Two copies of the site plan;
3. One copy of an 8 ½ by 11 reduction of the site plan;
4. A copy of Hooters of Lake Underhill, LLC's license information obtained from the Department of Business and Professional Regulation's website.

5. A copy of Hooters of Lake Underhill, LLC's license information obtained from the Department of Business and Professional Regulation's website.
6. Three satellite photos obtained from Google Maps, showing the location of the subject property, Trick Shots Billiards and Legacy Middle School.
7. The Property Summary for the subject property located at 11425 Lake Underhill Rd., Orlando, FL 32825, obtained from the Orange County Property Appraiser's websites.
8. The Property Summary for Trick Shot Billiards, located at 11351 Lake Underhill Rd., Orlando, FL 32825, obtained from the Orange County Property Appraiser's websites.

The Petitioner wished to continue with the prior use of the restaurant offering Japanese dining complimented by beer and wine. According to a distance check conducted by Art Interiano of the Orange County Zoning Division. The property located at 11425 Lake Underhill Rd., Orlando, FL 32825 is 369.8 ft. from Legacy Middle School located at 11398 Lake Underhill Road, Orlando, FL and therefore, the proposed location does not meet the separation requirement contained in the Orange County Code.

The Petition is asking for a variance from section 38-1415 of the Orange County Code of Ordinance so that it may obtain a 2COP retail beverage license.

Section Referenced	Required	Requested Variance
38-1415	No such place of business shall be established within one thousand (1,000) feet of an established church or school;	Request a reduction to 369.8 feet of an established school.

Explanation:

Since 2002, the proposed restaurant has served beer and wine under a 2POC licenses until the restaurant closed in 2013. The Petitioner to continue with the prior use of the location and will be operating a restaurant and would like to continue to sell beer and wine as the prior restaurant did for 11 years. Beer and wine compliment the meals served to the Petitioner's customers. It is custom to eat Japanese food and drink Japanese beer and Saki wine. Not selling beer and wine would cause the Petitioner hardship and may cause the restaurant to fail.

The hardship is not self-created. The property in question was built and zoned as a restaurant, prior to the construction of the neighboring school and its intended use is of a full services restaurant, which includes the sale of beer and wine.

No special privilege conferred from granting the variance. Granting the zone variance would not provide a privilege or unfair advantage to the

Petitioner. Granting the variance would instead allow the Petitioner to utilize the property for its intended use. Additionally, Petitioner's zoning variance would not confer the Petitioner any special privilege. Just a few blocks away from the proposed location at 11341 Lake Underhill Rd., Orlando, FL 32825 and similarly distanced from the proposed location to Legacy Middle School, Trick Shot Billiards sells food and maintains a full liquor bar and currently holds a 4POC beverage license.

Deprivation of rights will occur without the variance. Should the Board strictly interpret the provision contained in section of the Orange County Code referenced above, not only the Petitioner, but also the owner of the property would be deprived from the intended use of the property. Additionally, this would cause both the Petitioner and the owner to suffer undue hardship.

This is the minimum possible variance for the Petitioner to use the property according to zoning regulation. According to the Orange County Zoning Division the minimum proposed variance would be 369.8 ft, in order to meet the 1,000 ft separation requirements contained in the Orange County Code. Should the Board approve the zoning variance, the Petitioner minimum variance be the distance between the proposed establishment and the neighboring school.

Approval of the zoning variance would be in harmony with the prior used of the restaurant and the zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Granting the zoning variance and reducing the distance requirement would not interfere with the purpose and intent of the zoning regulations.

In conclusion through no fault of the Petitioners own, the property is non-conforming to the separation requirements contained in the Orange County Code. Granting the Petitioner's variance to the proposed 369.8 ft will allow for the property to exist and to continue its prior use and without interfering with §38-1415;s intent and purpose.

Sincerely



Pedro J. Malaret, Esq.

Enclosures: referenced above.



ZONING DIVISION

MITCH GORDON, Manager

201 South Rosalind Avenue, 1st Floor • Reply To: Post Office Box 2687 • Orlando, Florida 32802-2687
407-836-3111 • Fax 407-836-5507
www.orangecountyfl.net

Arturo Interiano
Assistant Manager

Chief Planners

Carol Hossfield
Permitting

Rocco Reisini
Customer Relations

Bob Windom
Project Review

July 24, 2015

Kung Fu-Sion, LLC
Attn.: Norman Poon
1926 Common Way Road
Orlando, FL 32814

Dear Mr. Poon:

We have received your application for a new alcoholic beverage license for Kung Fu-Sion, LLC located at 11425 Lake Underhill Road, Orlando, FL 32825.

On July 22, 2015 we conducted a distance check to see if the proposed location satisfied the separation requirements contained in the Orange County Code. The results of our inspection reveal that the proposed location is 369.8 ft. from Legacy Middle School located at 11398 Lake Underhill Road, Orlando, FL 32825.

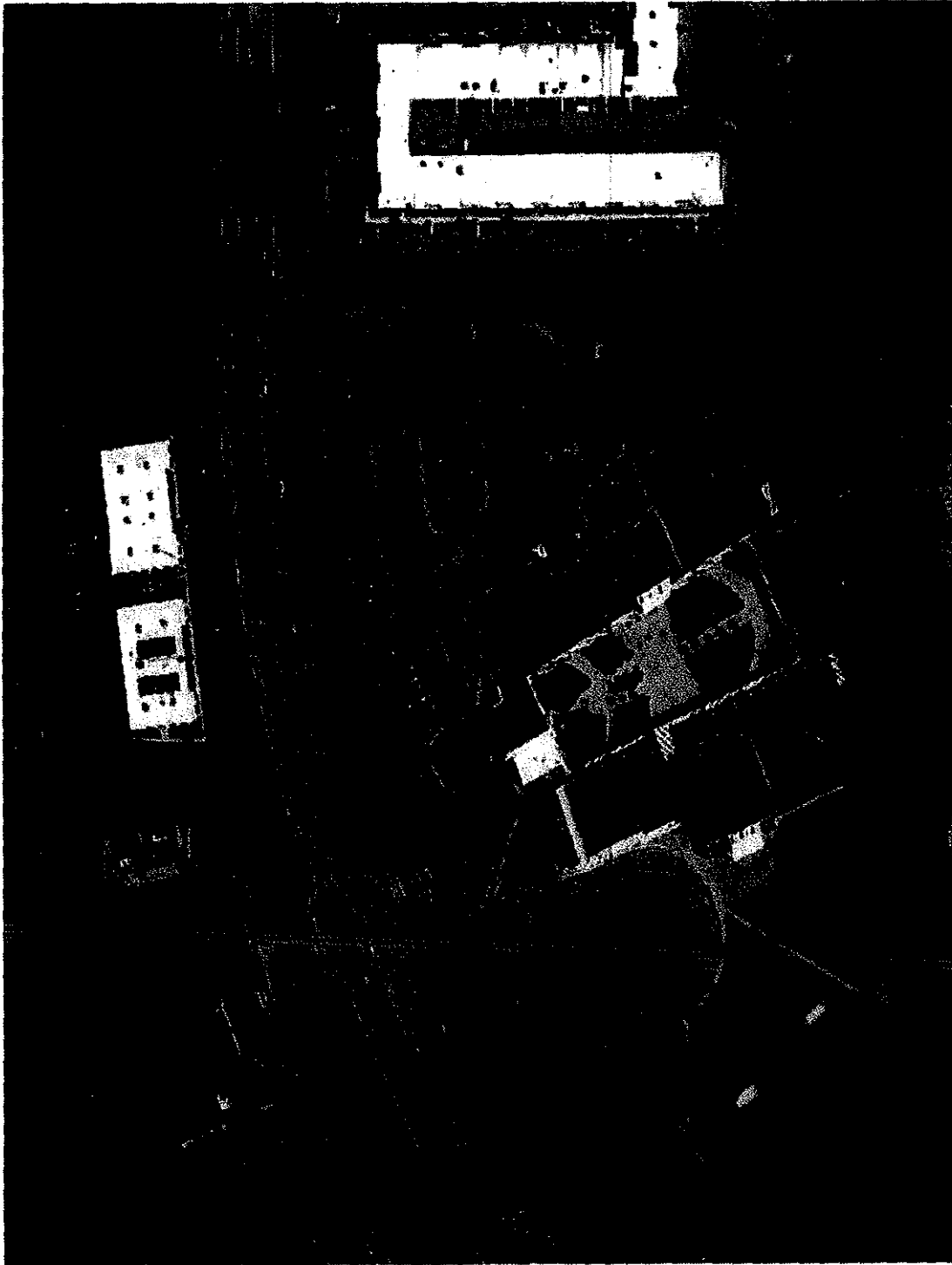
Since this location cannot satisfy the 1,000 ft. separation requirement from the nearest school, this office cannot issue zoning approval.

Should you have any questions, please contact our office at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arturo Interiano".

Art Interiano
Assistant Zoning Manager



7/22/2015 – A distance measurement reveals that Kung Fu-Sion, LLC is located 369.8 ft. from Legacy Middle School. The walking path is shown above in blue. Distance from a school shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare to the nearest point of the school grounds in use as part of the school facilities.



STAFF REPORT
CASE #VA-15-12-126
Orange County Zoning Division
Planner: Rocco Relvini
Board of Zoning Adjustment
12/03/2015
Commission District: 4

GENERAL INFORMATION:

APPLICANT: Kung Fu-Sion, LLC

REQUEST: Variance in the P-D zoning district to allow on-site consumption of beer and wine (2 COP License) 369.8 ft. from Legacy Middle School in lieu of 1,000 ft.

LOCATION: North Side of Lake Underhill Rd., east of Rouse Rd.

PROPERTY ADDRESS: 11425 Lake Underhill Rd.

PARCEL ID: 28-22-31-3520-00-011

TRACT SIZE: 1.28 acres

DISTRICT #: 4

ZONING: P-D

STAFF FINDINGS AND ANALYSIS:

1. The petitioner is the owner of Danketsu, a restaurant that features traditional cuisine. It is a full service restaurant open for dinner from Monday through Saturday during the hours of 4:00 p.m. to 2:00 a.m.
2. The proposed restaurant is 369.8 feet from Legacy Middle school located at 11398 Lake Underhill Road. The code requirement is 1,000 feet. Therefore, the deviation from the code requirement is sixty-three percent (63%).
3. The subject was previously occupied by Hooters. Hooters had a 2COP license prior to the opening of Legacy Middle School. Hooters vacated the premises in 2013. All new tenants must comply with the 1,000 feet separation requirement.

4. Applicant references another 4COP business nearby (Trick Shot Billiards). This business is located approximately 673 feet away from Legacy Middle School and was issued the license in 2003 prior to the opening of Legacy Middle School.

5. The applicant will have to demonstrate compliance with the variance criteria. Since this is a new license and the school already exists directly across the street, staff's position is this application does not meet the criteria.

STAFF RECOMMENDATION:

Staff cannot support the request for the following reasons:

The fact that a previous business had the same license prior to the construction of Legacy Middle School does not waive the on-site alcohol consumption requirements for any new license. The request constitutes a 635 deviation from code requirements.

If the BZA approves this request, the following conditions should be imposed:

1. Development in accordance with application package submitted by applicant on October 14, 2015, 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. Approval is for this applicant's use only. If the property is sold or transferred to another tenant, additional BZA approval is required; and,
4. Sales of beer and wine with meals shall commence no sooner than 4:00 p.m. and no later than 2:00 a.m., Monday through Saturday. Sales of beer and wine with meals is permitted on Sundays in accordance with all other regulations.

cc: Pedro Malaret, Applicant's Representative



Interoffice Memorandum

DATE: February 4, 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 Smoger, Chairman**
Development Review Committee
Planning Division
(407) 836-5616

SUBJECT: February 16, 2016 – Public Hearing
Appellant: Christina Baxter, Poulos and Bennett, LLC
Moss Park PD / Western Portion of Parcel N Preliminary
Subdivision Plan / Substantial Change Appeal
Case # CDR-15-12-394
District 4

This request is an appeal of a Development Review Committee (DRC) decision from December 2, 2015, to deny a substantial change to the Moss Park PD / Western Portion of Parcel N PSP for the modification of Condition of Approval #18 (renumbered as condition #9.r in the staff report) to allow a second access point to the future Innovation Way South alignment to be provided prior to or concurrent with the certificate of completion of Phase 5, in lieu of Phase 2, and to impose condition of approval #8, which requires the applicant to relocate the outfall ditch from Pond SW-7 to the eastern boundary of the PSP to lie within the proposed B-2 and B-3 tracts with a drainage easement dedicated to the County or provide an additional drainage easement over the existing outfall ditch.

The application for this request is subject to the requirements of Section 2-354(b), Orange County Code and Section 2.20, Orange County Administrative Regulations, 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: Uphold the December 2, 2015, decision of the Development Review Committee (DRC) to deny the revision of Condition of Approval #18 (renumbered as condition #9.r) to allow a second access point to the future Innovation Way South alignment to be provided



Interoffice Memorandum

prior to or concurrent with the certificate of completion of Phase 5, in lieu of Phase 2, and impose condition of approval #8, which requires the applicant to relocate the outfall ditch from Pond SW-7 to the eastern boundary of the PSP to lie within the proposed B-2 and B-3 tracts with a drainage easement dedicated to the County or provide an additional drainage easement over the existing outfall ditch.

JVW/JS/lo
Attachments

CASE # CDR-15-12-394

Commission District # 4

1. REQUEST

This request is an appeal of a Development Review Committee (DRC) decision from December 2, 2015, to deny the modification of Condition of Approval #18 (renumbered as condition #9.r below) to allow a second access point to the future Innovation Way South alignment to be provided prior to or concurrent with the certificate of completion of Phase 5, in lieu of Phase 2, and to impose condition of approval #8, which requires the applicant to relocate the outfall ditch from Pond SW-7 to the eastern boundary of the PSP to lie within the proposed B-2 and B-3 tracts with a drainage easement dedicated to the County or provide an additional drainage easement over the existing outfall ditch.

2. PROJECT ANALYSIS

- A. Location: South of Wewahootee Road / East of John Wycliffe Boulevard
- B. Parcel ID: 10-24-31-0000-00-012
- C. Total Acres: 142.92
- D. Water Supply: Orange County
- E. Sewer System: Orange County
- F. Schools: Moss Park ES - Capacity: 842 / Enrollment: 812
Lake Nona MS - Capacity: 1,235 / Enrollment: 1,802
Lake Nona HS - Capacity: 2,807 / Enrollment: 2,532
- G. School Population: 133
- H. Parks: Moss Park – 4.6 Miles
- I. Proposed Uses: 309 Single-Family Detached Residential Dwelling Units
- J. Site Data: Maximum Building Height: 35' (2-stories)
Minimum Living Area: 1,000 sq. ft.
Building Setbacks:
20' Front
5' Side
20' Rear
10' Side Street
10' Front Porch
- K. Fire Station: 77 - 11501 Moss Park Road

L. Transportation: The Moss Park Transportation and Proportionate Share Agreement ("Agreement") among Orange County and Lake Hart Partners, LTD, Lake Hart Partners II, LTD, Crittenden Fruit Company, Inc., Campus Crusade for Christ, Inc., and Wycliffe Bible Translators, Inc. (collectively, "Owners") for the dedication of right-of-way, design and future construction of the Innovation Way Transportation Corridor and the payment of Proportionate Share funds was approved by the Board of County Commissioners on August 28, 2012. The First Amendment to the Moss Park Transportation and Proportionate Share Agreement was approved October 14, 2014 and is recorded at OR BK 10822 / PG 4520.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of Planned Development - Industrial / Institutional / Office / Commercial / Low Density Residential / Low Medium Density Residential / Medium Density Residential / Conservation (PD-IND/INST/O/C/LDR/LMDR/MDR/CON). The request is consistent with the Comprehensive Plan.

4. ZONING

PD (Planned Development District) (Moss Park PD)

5. REQUESTED ACTION:

Uphold the December 2, 2015, decision of the Development Review Committee to deny the revision of Condition of Approval #18 (renumbered as condition #9.r) to allow a second access point to the future Innovation Way South alignment to be provided prior to or concurrent with the certificate of completion of Phase 5, in lieu of Phase 2, and impose condition of approval #8, which requires the applicant to relocate the outfall ditch from Pond SW-7 to the eastern boundary of the PSP to lie within the proposed B-2 and B-3 tracts with a drainage easement dedicated to the County or provide an additional drainage easement over the existing outfall ditch.

If the Board of County Commissioners overturns the DRC decision, the following conditions of approval shall apply:

1. Development shall conform to the Moss Park PD Land Use Plan; Orange County Board of County Commissioners (BCC) approvals; Western Portion of Parcel N Preliminary Subdivision Plan dated "Received November 20, 2015," and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of

- approval of this preliminary subdivision plan and the preliminary subdivision plan dated "Received November 20, 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. 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.
 5. 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.
 6. 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.

7. Prior to Certificate of Completion for the subdivision infrastructure, a Development Plan shall be submitted, approved and constructed for the park tracts located within this PSP or within any phase of the PSP.
8. The outfall ditch from Pond SW-7 to the eastern boundary of the PSP shall be relocated to lie within the proposed B-2 and B-3 tracts with a drainage easement dedicated to the County or an additional drainage easement must be provided over the existing outfall ditch. The relocation or easement dedication must occur prior to the Phase 2 Certificate of Completion.
9. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 3, 2014, shall apply:
 - a. ~~Development shall conform to the Moss Park Planned Development; Orange County Board of County Commissioners (BCC) approvals; Western Portion of Parcel N Preliminary Subdivision Plan dated "Received April 1, 2014" and to the following conditions of approval. 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, and 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 actual preliminary subdivision plan dated "Received April 1, 2014," the condition of approval shall control to the extent of such conflict or inconsistency.~~

12/2/2015: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW CONDITION OF APPROVAL #1

- ~~b. 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.~~

12/2/2015: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW CONDITION OF APPROVAL #2

- ~~c. 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.~~

12/2/2015: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW CONDITION OF APPROVAL #3

- ~~d. The stormwater management system shall be designed to retain the 100-year 1-24 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.~~

12/2/2015: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW CONDITION OF APPROVAL #4

- ~~e. Roads and drainage system(s), 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.~~

12/2/2015: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW CONDITION OF APPROVAL #5

- ~~f. 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 Section 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 Department. 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.~~

12/2/2015: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW CONDITION OF APPROVAL #6

- g. 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.
- h. The applicant must apply for 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.
- i. 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.
- j. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X Wetland Conservation Areas prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.
- k. Prior to construction plan approval, certification with supporting calculations shall be submitted, which states that this project is consistent with an approved and up-to-date Master Utility Plan for the PD.
- l. Design of the intersection at the entrance to Parcel "N" must be approved by the County Engineer, with notice provided to property owner(s) to the north of the project.

- m. Developer shall provide pedestrian connectivity to the Innovation Way South Sidewalk from Park & Rec Tracts, P3 and P4 at the time Tract FD02 is developed.

- n. Simultaneously with the recording of the subdivision plat, the developer shall record in the public records of Orange County, Florida, a declaration of covenants, conditions, and restrictions governing Parcel N, the terms of which shall include a conspicuous requirement that each purchaser of a residential lot in the subdivision for the personal or family uses of the purchaser(s) must be given a copy of the declaration at or prior to the time the sales contract is executed by the purchaser(s), together with a disclosure statement to be executed by the initial purchaser(s) stating as follows: "I/We acknowledge, understand, and accept that I/we am/are purchasing a lot or home in a subdivision that, on the date of its approval by the Board of County Commissioners on June 3, 2014, is located west of a fuse and explosive element manufacturing and testing facility located at 13336 Wewahootee Road, the Orange County Shooting Range located at 14500 Wewahootee Road, and the Central Florida Rifle Pistol Club located at 14646 Wewahootee Road. I/We also acknowledge, understand, and accept that noises, odors, vibrations, and aesthetic objections may be associated with those uses."

In addition to the declaration requirement described above, the developer shall incorporate the following statement into each deed initially conveying title to a lot: "The property being conveyed is part of the Moss Park PD I Western Portion of Parcel N Subdivision, which is located adjacent to a fuse and explosive manufacturing and testing facility, a shooting range, and a rifle/pistol club." (LUP Condition of Approval #14 from BCC Minutes of June 3, 2014).

The proximity of the subdivision to the fuse and explosive element manufacturing and testing facility, shooting range, and rifle/pistol club shall also be conspicuously notated on the plat.

- o. A Utilities Developer Agreement related to the oversizing of utility mains included in this PSP will be required and executed prior to construction plan approval. The terms of the agreement will be determined based on the MUP for this PSP.

- p. Prior to Certificate of Completion for any phase, a Development Plan shall be submitted, approved and constructed for the park tracts located within that phase of the PSP.

- q. The area designated on the plan as "future development" (Tract FD-02) is not approved with this plan and shall be resubmitted as a later phase of the PSP.

- r. A second access point to the future Innovation Way South alignment shall be provided prior to or concurrent with the certificate of completion of Phase 2 Phase 5 of this Moss Park Parcel N PSP and said second access point

may be located across Parcel FD02 as a non-substantial change to this Moss Park Parcel N PSP.

- s. Within 150 days of approval of this Moss Park Parcel N PSP and prior to the platting and recordation of the plat of Phase 2 of the Moss Park Parcel N PSP ("Phase 2"), Developer shall cause the modification of the Conservation Easement granted to the South Florida Water Management District recorded in Orange County Official Records Book 09815, Pages 850-864 to allow for passive recreation within the Conservation Easement area. Within 60 days of the recording of the above described modification to the Conservation Easement ("Amended Conservation Easement") and prior to platting of Phase 2, Developer shall convey to the County by Special Warranty Deed the northerly 4 acres (the "4 acres") of that area described as Wetland 20 in the above-described Conservation Easement, which wetland is contiguous to county-owned property. The 4 acres shall be conveyed in accordance with County requirements, including but not limited to an acceptable signed and sealed legal description and sketch, Title Insurance Commitment evidencing the property is free and clear of all liens and encumbrances except the Amended Conservation Easement and other matters of record that do not materially interfere with utilization of the property to be conveyed for passive recreation purposes. The Developer shall be solely responsible for all costs associated with the conveyance. The property is to be used for purposes of being combined with adjacent County owned property of approximately 16 acres for a 20 acre County park.

December 23, 2015

VIA HAND DELIVERY AND EMAIL

John Smogor, Chairman
Development Review Committee
Planning Division
Orange County Government
201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32801

Re: Lennar / Moss Park PD / Western Portion of Parcel N PSP / Appeal

Dear Mr. Chairman:

Please consider this letter a request pursuant to Orange County Code of Ordinance Section 34-29 to appeal the following determinations by the Orange County Development Review Committee ("DRC"):

1. DRC's denial of Applicant's request to revise Condition of Approval #18 of that certain Moss Park PD / Western Portion of Parcel N PSP to allow a second access point to the future Innovation Way South alignment prior to or concurrent with the Certificate of Completion of Phase 5 of this Moss Park Parcel N PSP (the one considered by DRC on December 2, 2015) and such second access point may be located across Parcel FD-02 as a non-substantial change to this Moss Park Parcel N PSP. DRC determined that the change request was a substantial change request. DRC varied from the change request by limiting the timing of the second access point to or concurrent with the Certificate of Completion of Phase 4 as opposed to Phase 5. That is the part of DRC's determination affecting Condition of Approval #18 that is being appealed. We would request that this appeal be heard at the same Orange County Board of County Commission public hearing as the substantial change determination request to the Moss Park PD / Western Portion of Parcel N PSP applicable to Condition of Approval #18.; and

2. DRC's addition of a Condition of Approval to the Moss Park PD / Western Portion of Parcel N PSP at the DRC meeting of December 2, 2015 stating as follows:

The outfall ditch from Pond SW-7 to the eastern boundary of the PSP shall be relocated to lie within the proposed B-2 and B-3 tracts with a drainage easement dedicated to the County or an additional drainage easement must be provided over the existing outfall ditch. The relocation or easement dedication must occur prior to the Phase 2 Certificate of Completion.

The Moss Park PD / Western Portion of Parcel N PSP was approved on June 3, 2014 without this condition of approval, without any remotely similar condition of approval. We object to this condition of approval on several grounds, including without limitation the following: We do not believe that any of the changes requested to the Moss Park PD / Western Portion of Parcel N PSP considered by DRC on June 3, 2014 justify this additional condition of approval. The

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LENNAR®

existing outfall ditch is partially located on property not owned by Lennar Homes, LLC (“Lennar”). While Lennar Homes, LLC (“Lennar”) has no objection to granting a drainage easement over the proposed B-2 and B-3 tracts in favor of the County provided that the terms accommodate the existing and to be relocated area of access across the subject ditch to the neighboring property owner to the south, Lennar does object to having to relocate the ditch or having the obligation to obtain a dedication or grant of a drainage easement in favor of the County from the neighboring property owner to the south. Assuming that the ditch is manmade, then we believe that the County has easement rights sufficient to satisfy the requirements of Orange County Code Section 34-277(b)(1) pursuant to that certain Deed of Conservation Easement in favor of the County recorded in Official Records Book 7414, Page 4021, Public Records of Orange County, Florida. Therefore, no additional off-site easement is required under the applicable County subdivision regulations.

Further, Lennar has invested millions of dollars into the subdivision before the County imposed this condition of approval that, absent the County accepting the Conservation Easement as satisfying the requirements of Section 34-277(b)(1), Lennar may not be able to satisfy. The ditch is part of a permitted surface water and storm water management system that has existed for many, many years. A part of the ditch being located on property not owned by Lennar alone is an insufficient reason to require an easement from a neighboring property owner, and that is the only basis upon which we believe that the condition was imposed on the project. Imposing this condition of approval now is unfair. To the extent that this condition of approval is considered a substantial change to the Moss Park PD / Western Portion of Parcel N, we would request that the appeal be heard at the same Orange County Board of County Commission public hearing as the substantial change determination request to the Moss Park PD / Western Portion of Parcel N PSP. Otherwise, we would request that the appeal of this additional condition of approval be heard by the Orange County Board of County Commissioners as soon as possible.

If any additional information is deemed necessary for purposes of effectively appealing DRC’s decision of December 2, 2015, please advise us.

Sincerely,

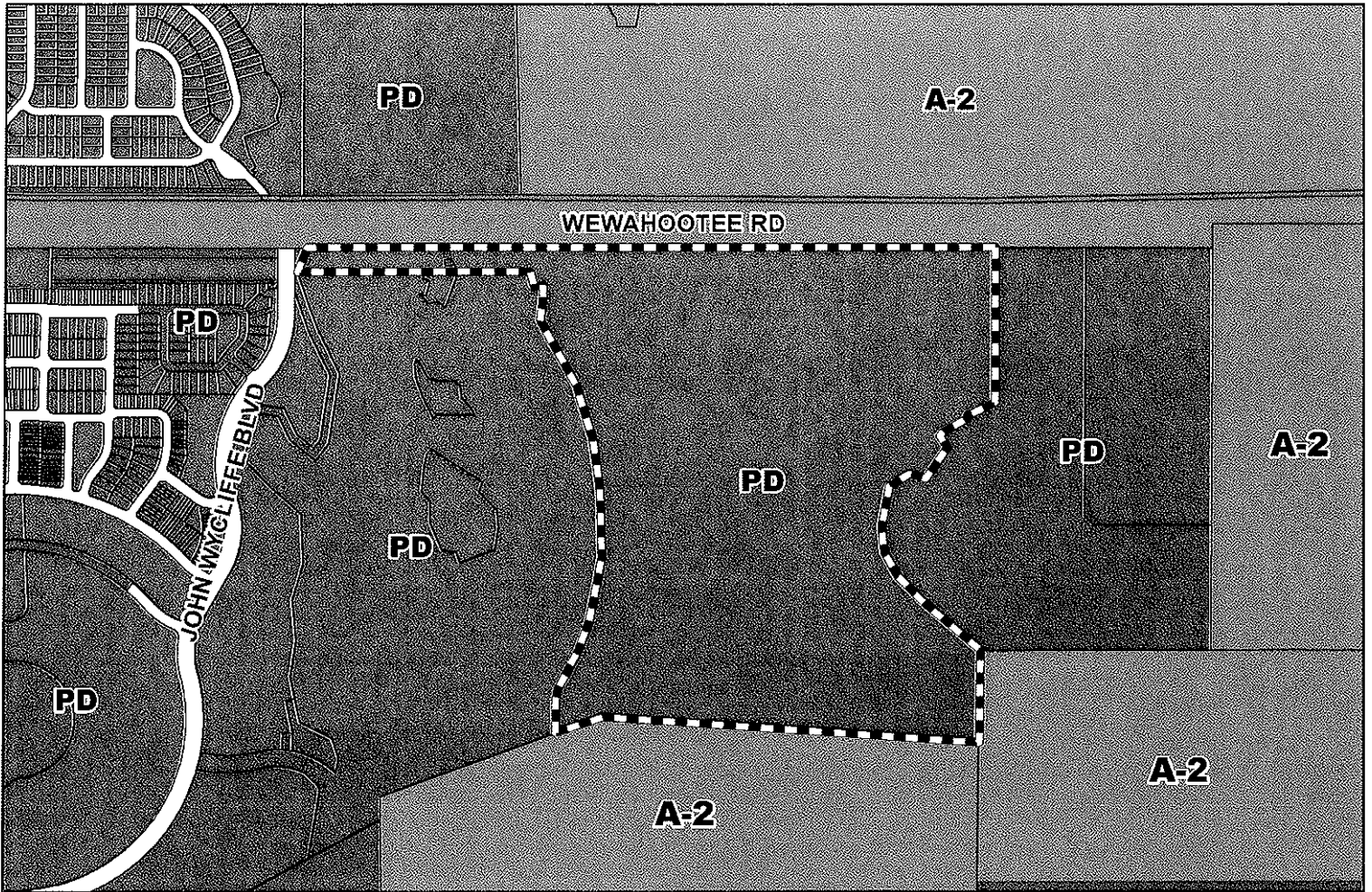


Keith Malcuit
Director of Land

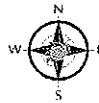
cc: Moss Park Team
Chuck Costar—Shutts
Christy Baxter—Poulos & Bennett

6750 Forum Drive Suite #310 • Orlando, FL 32821 •

LENNAR.COM



 Subject Property



★ Subject Property

Zoning

ZONING: PD (Planned Development District)
(Moss Park PD)

APPLICANT: Christina Baxter, Poulos & Bennett, LLC

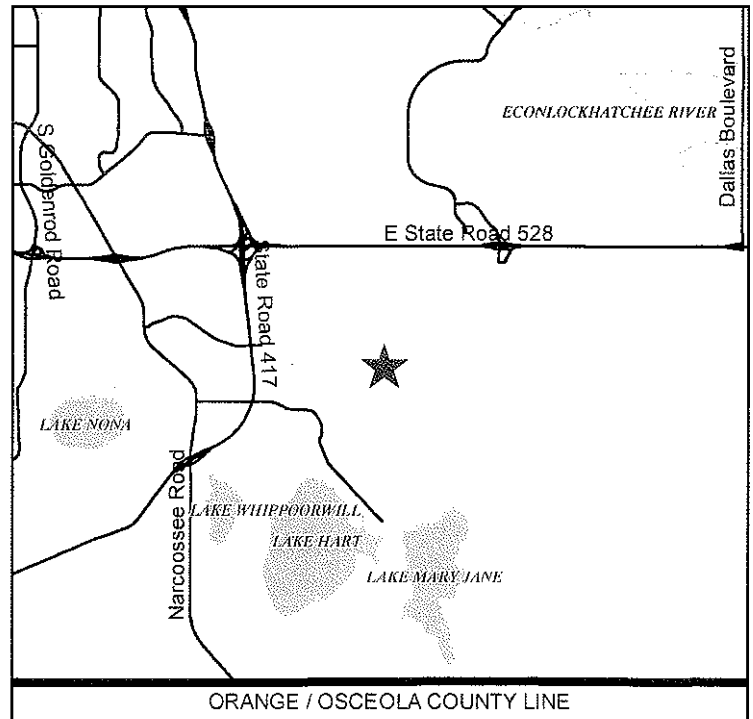
LOCATION: Generally located south of Wewahootee Road, east of Moss Park Road

TRACT SIZE: 142.92 gross acres

DISTRICT: #4

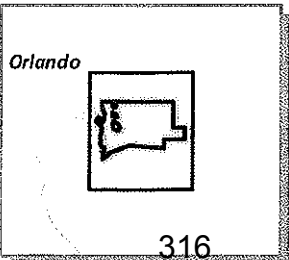
S/T/R: 10/24/31

1 inch = 1,000 feet









Kucera International, Inc



Moss Park PD Western Portion of Parcel N PSP

	Parcels		Jurisdiction
	Subject Property		Hydrology

0 400 800
Feet
1 in = 800 ft



Interoffice Memorandum

DATE: February 2, 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: February 16, 2016 – Public Hearing
Appellant: Diego “Woody” Rodriguez
Applicant: Steve Mellich
Avalon Park PD / Avalon Town Center PSP / Tract 2 –
Pinecrest Avalon Academy DP – Development Review
Committee Appeal - Case # DP-15-08-228

This public hearing is to consider an appeal of a Development Review Committee (DRC) decision from October 21, 2015, to approve the Avalon Park PD / Avalon Town Center PSP / Tract 2 – Pinecrest Avalon Academy Development Plan for a 96,945 square foot charter school. The proposed charter school would serve up to one thousand four hundred (1,400) middle and high school students.

A copy of the appellant's letter is attached.

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.

ACTION REQUESTED: Uphold the October 21, 2015 decision of the Development Review Committee to approve the Avalon Park PD / Avalon Town Center PSP / Tract 2 – Pinecrest Avalon Academy Development Plan, subject to the conditions of approval in the staff report. District 4

JVW/JS/lo
Attachments

CASE # DP-15-08-228

Commission District # 4

1. REQUEST

This public hearing is to consider an appeal of a Development Review Committee (DRC) decision from October 21, 2015, to approve the Avalon Park PD / Avalon Town Center PSP / Tract 2 – Pinecrest Avalon Academy Development Plan for a 96,945 square foot charter school. The proposed charter school would serve up to one thousand four hundred (1,400) middle and high school students.

2. PROJECT ANALYSIS

- A. Location: North of Avalon Lake Drive / East of Avalon Park East Boulevard
- B. Parcel ID: 06-23-32-1027-02-000
- C. Total Acres: 2.69
- D. Water Supply: Orange County
- E. Sewer System: Orange County
- F. Schools: N/A
- G. School Population: N/A
- H. Parks: N/A
- I. Proposed Uses: 96,945 Square Foot Charter School
- J. Site Data: Maximum Building Height: 60' (3 stories)
Building Setbacks:
 - 0' Front
 - 0' Side
 - 10' Corner side
 - 5' Rear
- K. Fire Station: 85 - 13801 Townsend Drive
- L. Transportation: Orange County Public Schools and charter schools are exempt from meeting transportation concurrency requirements. The applicant submitted an Operational Analysis (Traffic Impact Analysis), which has been reviewed and accepted by Orange County Transportation Planning and Traffic Engineering. Additionally, per recommended DRC condition of approval #13, the applicant will be required to submit a follow up traffic study to assess the impacts at 80% occupancy within the first year of operation.

3. COMPREHENSIVE PLAN

The subject property has an underlying Future Land Use Map (FLUM) designation of Traditional Neighborhood Development (TND) and is zoned PD (Avalon Park PD). The request is consistent with the comprehensive plan.

4. ZONING

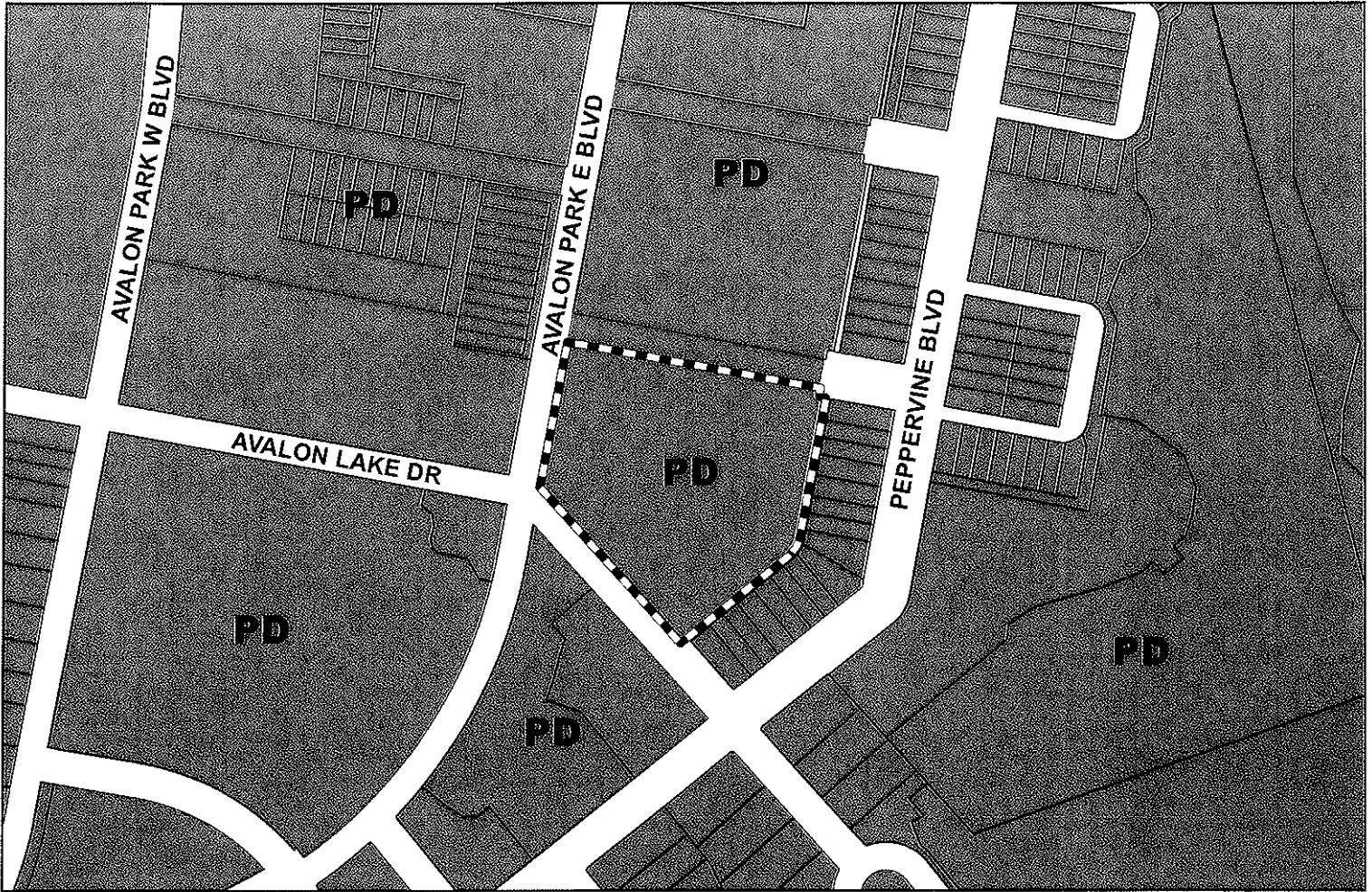
PD (Planned Development District) (Avalon Park PD)

5. REQUESTED ACTION:

Uphold the October 21, 2015 decision of the Development Review Committee and approve the Avalon Park PD / Avalon Town Center PSP / Tract 2 – Pinecrest Avalon Academy Development Plan, subject to the following conditions:

1. Development shall conform to the Avalon Park Planned Development; Orange County Board of County Commissioners (BCC) approvals; Avalon Town Center Preliminary Subdivision Plan; BCC approvals; Tract 2 - Pinecrest Avalon Academy Development Plan dated "October 28, 2015" and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.
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. Prior to construction plan approval, documentation with supporting calculations shall be submitted which certifies that the existing drainage system and pond have the capacity to accommodate this development and that this project is consistent with the approved master drainage plan (MDP) for this PD.
5. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
6. Prior to commencement of any earthwork 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.
7. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water and wastewater systems have been designed to support all development within the PD.
8. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with the Master Sign Plan.
9. The school shall sponsor an open house before the school opens so the community is educated on the traffic plan, parking situation, and points of contact for any concerns.
10. In order to manage traffic generated by the school, arrival and pick-up times shall be staggered between the middle school and high school students.
11. The school shall retain the services of two off-duty sheriff's officers during the afternoon pick-up time to manage congestion during the entire first school year.
12. If congestion surrounding the school becomes a repeated source of complaints to Orange County Traffic Engineering / Government, the school shall mitigate the complaints with appropriate traffic control devices or other measures acceptable to the County.
13. The school shall provide a follow-up traffic operational study to assess the morning drop-off and afternoon pick-up traffic plan consistent with the elements provided in the Traffic Circulation Analysis for Cornerstone Charter Academy in Belle Isle, Florida prepared by a licensed engineer that shall clearly indicate all traffic mitigation determined to be necessary. The follow-up signed and sealed report shall be provided to the County Engineer within the first year of opening (school must be at 80% of approved enrollment).



 Subject Property



★ Subject Property

Zoning

ZONING: PD (Planned Development District)
(Avalon Park PD)

APPLICANT: Steve Mellich

APPELLANT: Orange County Public Schools

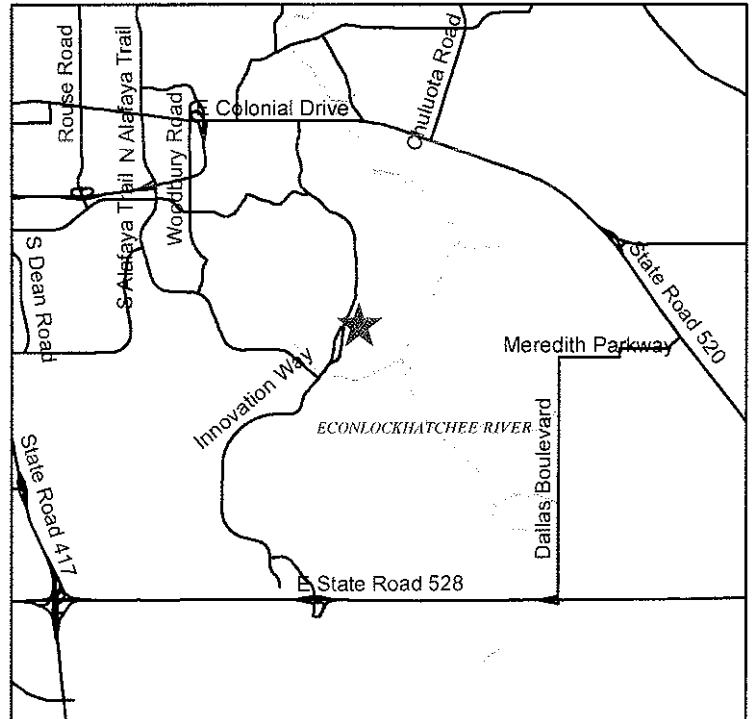
LOCATION: North of Avalon Lake Drive / East of
Avalon Park East Boulevard

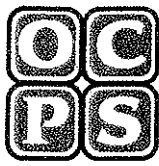
TRACT SIZE: 2.69 gross acres

DISTRICT: #4

S/T/R: 06/23/32

1 inch = 250 feet





Orange County Public Schools

445 West Amelia Street • Orlando, FL 32801-1129 • Phone 407.317.3200 • www.ocps.net

December 3, 2015

**Via Email john.smogor@ocfl.net
and Hand Delivery**

John Smogor, Chairman
Development Review Committee
Orange County Government
201 South Rosalind Avenue
Orlando, FL 32801

RE: Orange County Public Schools ("OCPS") Appeal of the Development Review Committee ("DRC") Decision on DP-15-08-228, Avalon Park PD/Avalon Town Center PSP/Tract 2 – Pinecrest Avalon Academy DP

Dear Mr. Smogor:

On November 18, 2015, the DRC voted to approve a Development Plan ("DP") to allow for the construction of a public charter school in the Avalon Park Town Center. The public charter school would serve 1,400 students, grades six through twelve, and be located on a 2.69-acre parcel.

On November 16, 2015, OCPS provided a letter to the DRC outlining our objections to this project. The letter is attached for your reference, but to summarize, OCPS objections fall into the following categories:

- The public school does not adhere to the Public School Siting Regulations of the Orange County Code
- The 2.69 acre parcel is not adequate to support a public school and all of the functions involved in operating a public school
- The traffic study does not accurately reflect the full traffic impact
- The conditions of approval related to traffic are not adequate and will be difficult to enforce

Therefore, in accordance with Section 38-1203(3)d. of the Orange County Code, OCPS is submitting this letter to formally appeal the DRC decision to approve DP-15-08-228.

Thank you for your attention to this matter and please provide me with the next steps in the appellate process. Also, please do not hesitate to contact me should you have any questions or need additional information

Sincerely,

Diego "Woody" Rodriguez
General Counsel, Orange County Public Schools ("OCPS")
Signed in absence to avoid delay

Attachment

"The Orange County School Board is an equal opportunity agency."

CC (via Email): School Board of Orange County

Board of County Commission, Orange County

Development Review Committee, Orange County

Barbara M. Jenkins, Superintendent, OCPS

Scott D. Howat, Planning, Governmental & Labor Relations, OCPS

Chris Testerman, AICP, Assistant County Administrator, Orange County

Eileen D. Fernandez, Esq., Associate General Counsel, OCPS

Chris Bernier, Associate Superintendent, School Choice Services, OCPS

Julie Salvo, AICP, Senior Administrator, OCPS



Orange County Public Schools

445 West Amelia Street • Orlando, FL 32801-1129 • Phone 407.317.3200 • www.ocps.net

November 16, 2015

Via Email – john.smogor@ocfl.net

And U.S. Mail

John Smogor, Chairman
Development Review Committee
Orange County Government
201 South Rosalind Avenue
Orlando, FL 32801

RE: Orange County Public Schools ("OCPS") Objections to the Pinecrest Avalon Charter School Development Plan ("DP")

Dear Mr. Smogor:

On November 3, 2015, a joint meeting ("Joint Meeting") was held between the Orange County School Board ("OCSB") and the Orange County Board of County Commission ("BCC") to discuss issues of mutual concern, most notably proposed changes to the Public School Siting Regulations ("PSSR"). At this meeting, following statements by School Board Chair Bill Sublette regarding the recent trend of charter schools being permitted to build on small parcels, Mayor Teresa Jacobs stated, "...when it comes to schools size and type that I would agree and I think the Board would generally agree that we would want you all to be treated equally."

OCPS supports the Mayor's comments and, moving forward, objects to the approval of this project or any others like it on a parcel size not adequate to support a public school.

OCPS has reviewed Avalon Park Group's ("APG") October 28, 2015 submittal of the Pinecrest Avalon Academy Development Plan ("DP") and the Traffic Analysis, and has identified several concerns. A primary concern is that Orange County has chosen to review public charter school applications in the same manner as private school applications. As a result, public charter schools are not subject to the PSSRs in the Orange County land development code.

As you know, the BCC recently denied OCPS's rezoning application to construct a 1,215 student station middle school on a 17-acre property. The OCSB then spent over \$1,000,000.00 on additional acreage to meet the standard in the PSSRs. There are no mitigating circumstances that would have permitted a traditional public school to locate on a 2.69 acre site, and we are not asking to do this. We are asking the DRC to seriously consider if 2.69 acres is adequate to house a 1,400 student station public charter school.

APG is proposing queue storage for 55 vehicles (by way of comparison, the development plan for the Avalon Middle School Relief includes roughly 304 spaces for on-site stacking). The traffic study states "Any spill over queues will be staged on Sammy's Way, a minor access road along the School's northern property boundary." In the past, OCPS has not been permitted to use local roads as staging areas. In fact, OCPS was recently denied access to the Wedgefield K-8 site via Paddock Road, and is being required to build a \$1,000,000.00 access road through wetlands to serve as a staging area.

With regard to the traffic study, the analysis uses a combination of Institute of Transportation Engineers (ITE) codes 522 (Middle School) and 530 (High School). ITE's description of these codes note that while

"The Orange County School Board is an equal opportunity agency."

private schools are included in the data set, only schools that provide bus service are included. It is our understanding that bus service is not planned for the proposed public charter school.

The Traffic Study states, "...the proposed school will operate as an urban school and will not exhibit the typical traffic patterns of a suburban school. Urban schools are typified by a large number of walk/bike trips and higher levels of interaction between the school campus and its surrounding residential and commercial properties." For a school to operate as an urban school, it must be located in an urban setting, preferably with access to transit. The proposed public charter school will be located in a suburb, and the DRC should assume traffic operations will mirror the other public schools in this neighborhood, with the exception of the lack of bus service.

In addition, public charter schools serve the entire county and do not have zones, and families can and will travel long distances for their children to attend these types of schools. This fact is supported by how existing public charter schools in Orange County currently attract students. OCPS has conducted extensive research on where public charter schools draw their population. Districtwide, public charter high schools draw 15 percent of their enrollment from within two miles of the school, and middle school grades draw 14 percent of their enrollment from within two miles of the school. A recent analysis of a public charter school located in a more urban area, Cornerstone Charter, indicates that 25 percent of their 6-12 enrollment originates from within two miles of the school. The DRC should assume a minimum of 75 percent of students attending this public charter school will arrive via car.

At the November 21, 2015 DRC meeting, conditions of approval (COAs) were placed on the DP to address traffic, but, in our opinion are not adequate and will be difficult to enforce. OCPS has the following questions and concerns over these COAs:

- **Condition #11 – The school shall retain the services of two off-duty sheriff’s officers during the afternoon pick-up time to manage congestion during the entire first school year. Why is traffic management needed only during the afternoon pick-up, and not the morning drop-off? If the County’s intention is to require the school to manage traffic at this location, provisions are needed to ensure the continuation of the off-duty sheriff beyond the first year. During the discussion on school site size at the Joint Meeting, Commissioner Scott Boyd stated, "... come out on another day when they’re [the sheriff’s office] not there and you can see how the chaos is, that we are as parents having to deal with and, at Sunset Park Elementary School it’s kind of the same thing. I will say that when you all as a School Board put law enforcement officers out there it was like night and day in dealing with the issues over there."**
- **Condition #12 – If congestion surrounding the school becomes a repeated source of complaints to Orange County Traffic Engineering/Government, the school shall mitigate the complaints with appropriate traffic control devices or other measures acceptable to the County. How will the County quantify "repeated source of complaints?" Will the traffic control devices or other measures acceptable to the County be based on the Traffic Circulation Analysis in Condition #13? Do complaints over the use of on-street parking fall into this category?**
- **Condition #13 – The school shall provide a follow-up traffic operational study to assess the morning drop-off and afternoon pick-up traffic plan consistent with the elements provided in the Traffic Circulation Analysis for Cornerstone Charter Academy in Belle Isle, Florida, prepared by a licensed engineer that shall clearly indicate all traffic mitigation determined to be necessary. How will the recommendations of this study be enforced? Does this condition require the school to pay for and implement the mitigation? What if the situation cannot be mitigated?**

In conclusion, we request that the Pinecrest Avalon Public Charter School DP be removed from the DRC agenda until such time the applicant can identify a site more suitable for a public charter school. At this time, Pinecrest does not have an approved charter to operate this school in Orange County. Since their charter is not yet approved, they have time to do the additional work necessary to select a more suitable site.

Thank you for your attention to this matter. Please contact me if you have any questions or need additional information.

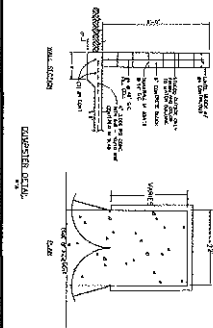
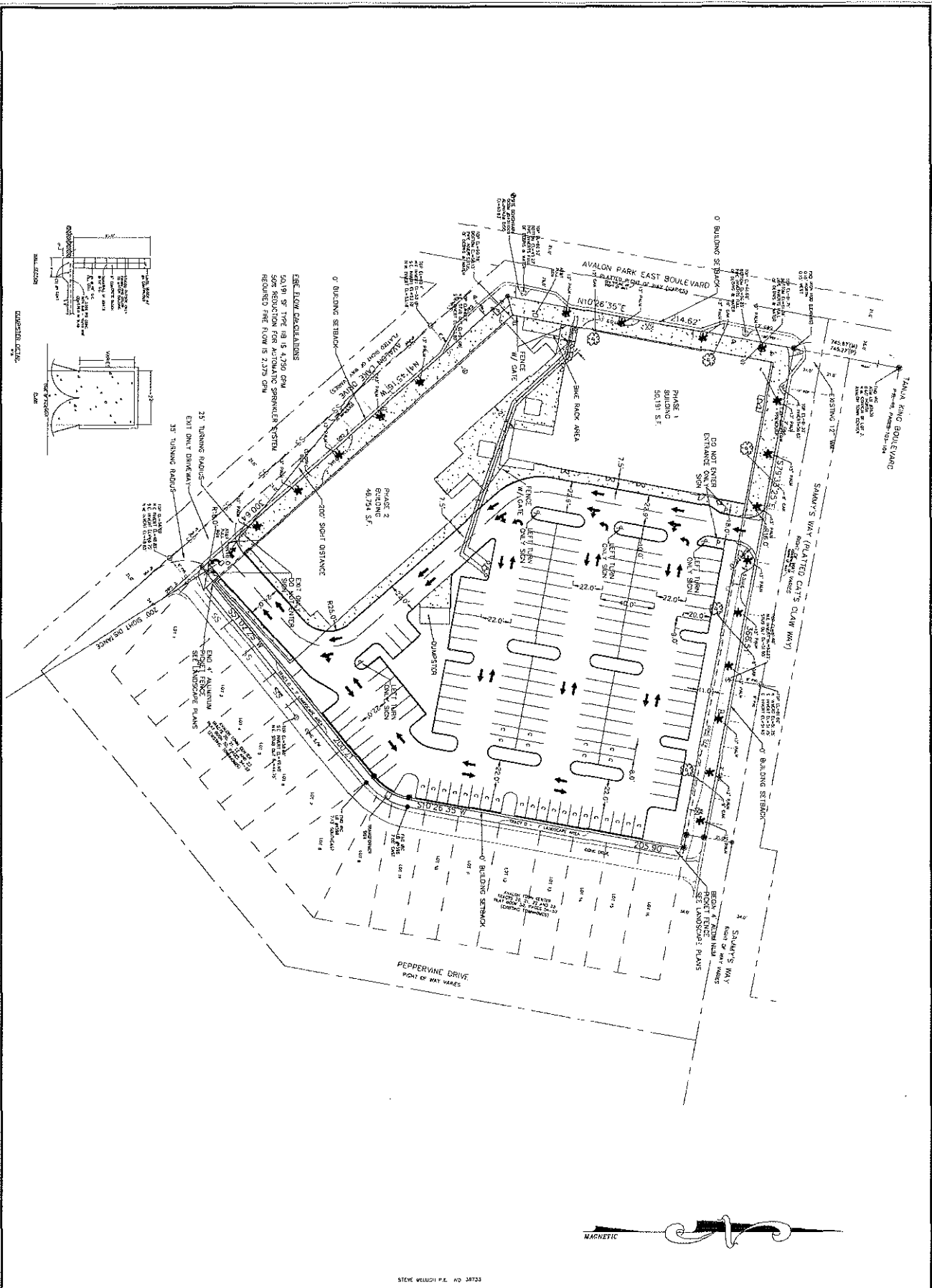
Sincerely,



Scott D. Howat

Senior Executive Director

CC: Daryl Flynn, School Board Member District 2
Jennifer Thompson, Orange County Commissioner, District 4
Chris Testerman, AICP, Assistant County Administrator, Orange County
Eileen D. Fernandez, Esq., Associate General Counsel
Julie Salvo, AICP, Senior Administrator, OCPS
Development Review Committee, Orange County
Board of County Commission, Orange County
School Board of Orange County



SCALE	1" = 30'
PROJECT NO.	15-000
SHEET	2 OF 4

PINECREST AVALON ACADEMY

SITE PLAN

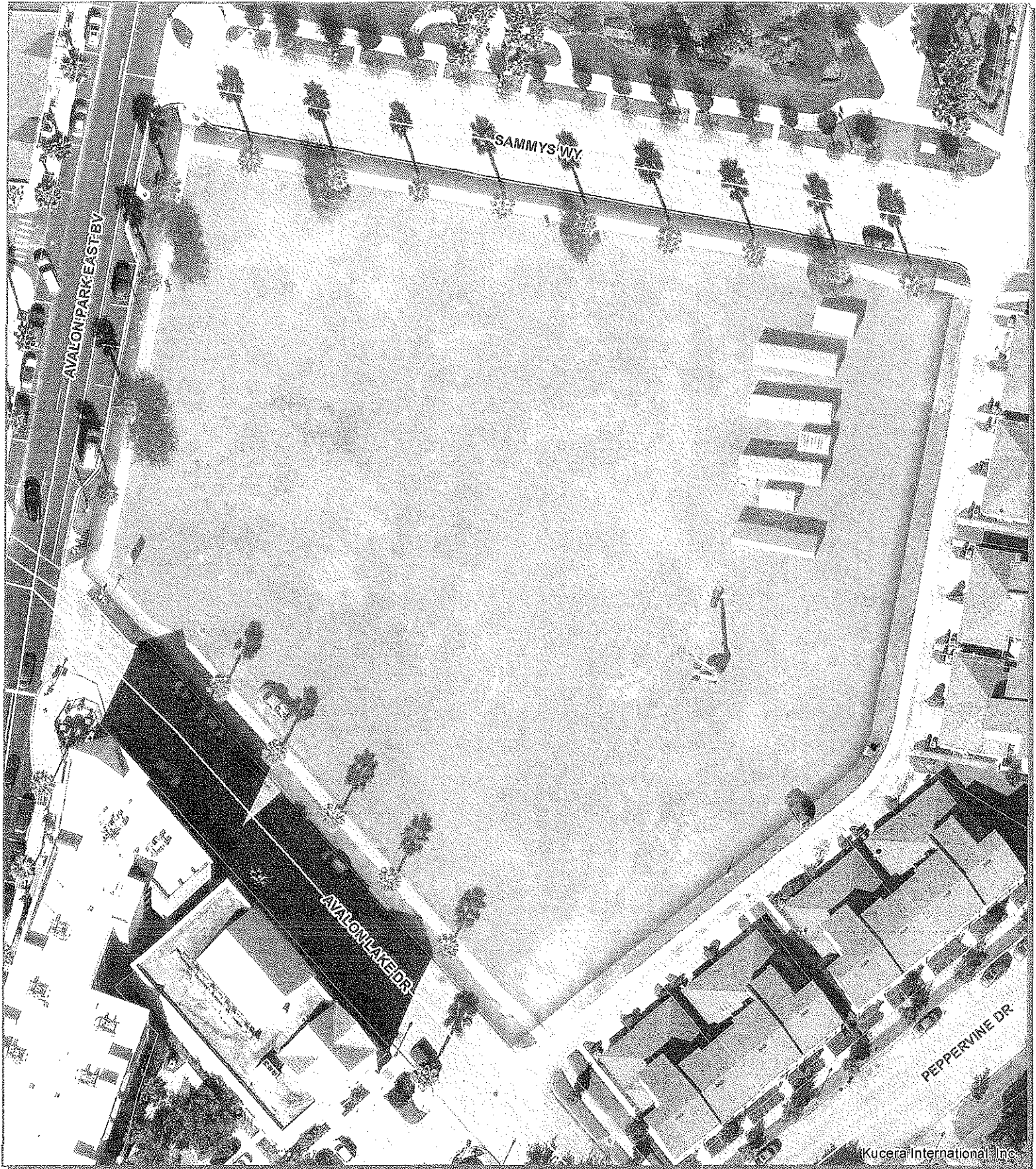
DRAWN	SM
DESIGNED	SM
CHECKED	SM
DATE	02-20-16

MELICH-BLENDE ENGINEERING, INC.

906 NORTH HAITLAND AVENUE SUITE 208
 HAITLAND, FLORIDA 32754
 (407) 647-4548

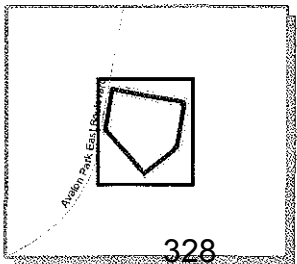
CERTIFICATE OF AUTHORIZATION 2022/04/15/16550

NO.	DATE	DESCRIPTION	BY
1	7-22-15	REV DRG COMMENTS	SM
2	7-27-15	REV DRG COMMENTS	SM

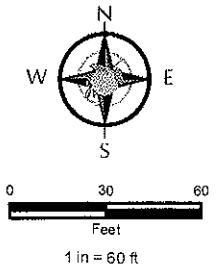


Kucera International, Inc.

**Appeal of a DRC Decision - Avalon Park PD /
 Avalon Town Center PSP / Tract 2 -
 Pinecrest Avalon Academy DP**



	Parcels		Jurisdiction
	Subject Property		Hydrology





Interoffice Memorandum

DATE: February 2, 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: February 16, 2016 – Public Hearing
Appellant: Diego "Woody" Rodriguez
Applicant: Steve Mellich
Avalon Park PD / South Villages PSP / Charter Schools USA
Avalon Park DP – Development Review Committee Appeal -
Case # DP-15-07-191

This public hearing is to consider an appeal of a Development Review Committee (DRC) decision from November 18, 2015, to approve the Avalon Park PD / South Villages PSP / Charter Schools USA Avalon Park Development Plan for a 68,156 square foot charter school. The proposed charter school would serve up to eleven hundred forty five students from kindergarten to eighth grade (K-8).

A copy of the appellant's letter is attached.

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.

ACTION REQUESTED: Uphold the November 18, 2015 decision of the Development Review Committee to approve the Avalon Park PD / South Villages PSP / Charter Schools USA Avalon Park Development Plan, subject to the conditions of approval in the staff report. District 4

JVW/JS/lme
Attachments

CASE # DP-15-07-191

Commission District # 4

1. REQUEST

This public hearing is to consider an appeal of a Development Review Committee (DRC) decision from November 18, 2015, to approve the Avalon Park PD / South Villages PSP / Charter Schools USA Avalon Park Development Plan for a 68,156 square foot charter school. The proposed charter school would serve up to eleven hundred forty five students from kindergarten to eighth grade (K-8).

2. PROJECT ANALYSIS

- A. Location: East of Alafaya Trail / North of Mailer Boulevard
- B. Parcel ID: 07-23-32-1035-04-003, 07-23-32-1035-04-004
- C. Total Acres: 6.27
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: N/A
- G. Parks: N/A
- H. Use: 68,156 Square Foot Charter School
- I. Site Data: Maximum Building Height: 35' (2-stories)
Building Setbacks:
30' Front
10' Side (25' Adjacent to Residential)
10' Rear
- J. Fire Station: 85 – 13801 Townsend Drive
- K. Transportation: Orange County Public Schools and charter schools are exempt from meeting transportation concurrency requirements. The applicant submitted an Operational Analysis (Traffic Impact Analysis), which has been reviewed and accepted by Orange County Transportation Planning and Traffic Engineering.

4. ZONING

PD (Planned Development District) (Avalon Park PD)

5. REQUESTED ACTION:

Uphold the November 18, 2015 decision of the Development Review Committee to approve the Avalon Park PD / South Villages PSP / Charter Schools USA Avalon Park Development Plan, subject to the following conditions:

1. Development shall conform to the Avalon Park Planned Development; Orange County Board of County Commissioners (BCC) approvals; South Villages Preliminary Subdivision Plan; BCC approvals; Charter Schools USA Avalon Park Development Plan dated "November 19, 2015" and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.
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. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water, wastewater and reclaimed water systems have been designed to support all development within the DP, and that construction plans are consistent with an approved Master Utility Plan.

5. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
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 replatted.
8. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.
9. 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.
10. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
11. 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 issuance of the initial certificate of occupancy. Nothing in this condition and nothing in the decision to approve this development 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.
12. 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.
13. 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.

14. This site is located in close proximity to the Hal Scott Regional Preserve and Park. The covenants, conditions, and restrictions (CC&Rs) shall contain notification to potential purchasers, builders or tenants of this development that the adjacent land use includes publicly managed property. The notice shall indicate that the adjacent property will require the use of resource management practices that may result in periodic temporary conditions that may limit outdoor activities. These practices will include, but not limited to, ecological burning, pesticide and herbicide usage, exotic plant and animal removal, usage of heavy equipment and machinery, and other practices as may be deemed necessary for proper resource management.
15. No vertical permits will be accepted for review until the Orange County Property Appraisers Office has transferred PID and addressing information to the permitting system.
16. There shall be no temporary or permanent parking within the OUC easement unless associated with a special event.
17. Start times shall be staggered in accordance with the traffic study dated, November, 2015.



Orange County Public Schools

445 West Amelia Street • Orlando, FL 32801-1129 • Phone 407.317.3200 • www.ocps.net

December 17, 2015

**Via Email john.smogor@ocfl.net
and Hand Delivery**

John Smogor, Chairman
Development Review Committee
Orange County Government
201 South Rosalind Avenue
Orlando, FL 32801

RE: Orange County Public Schools ("OCPS") Appeal of the Development Review Committee ("DRC") Decision on DP-15-07-191, Avalon Park PD/South Villages PSP/Charter Schools USA Avalon Park DP

Dear Mr. Smogor:

On December 16, 2015, the DRC voted to approve a Development Plan ("DP") to allow for the construction of a public charter school in the Avalon Park. The public charter school would serve 1,145 students, grades kindergarten through eighth, and be located on a 6.27-acre parcel.

On November 2, 2015, OCPS provided a letter to the DRC outlining our objections to the traffic study methodology and our concern about the safety of the queue design. The letter is attached for your reference. In addition to the concerns outlined in that letter, OCPS has the following objections to this proposed project:

- The public school does not adhere to the Public School Siting Regulations of the Orange County Code; and
- The 6.27 acre parcel is not adequate to support a public school and all of the functions involved in operating a public school.

Therefore, in accordance with Section 38-1203 (3)d. of the Orange County Code, OCPS is submitting this letter to formally appeal the DRC decision to approve DP-15-07-191.

Thank you for your attention to this matter and please provide me with the next steps in the appellate process. Also, please do not hesitate to contact me should you have any questions or need additional information.

Sincerely,

Diego "Woody" Rodriguez
General Counsel, Orange County Public Schools ("OCPS")

Signed in absence to avoid delay

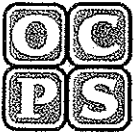
Attachment

"The Orange County School Board is an equal opportunity agency."

December 17, 2015

Page 2

CC (via Email): School Board of Orange County
Board of County Commission, Orange County
Development Review Committee, Orange County
Barbara M. Jenkins, Superintendent, OCPS
Scott D. Howat, Planning, Governmental & Labor Relations, OCPS
Chris Testerman, AICP, Assistant County Administrator, Orange County
Eileen D. Fernandez, Esq., Associate General Counsel, OCPS
Whitney E. Evers, Assistant County Attorney
Chris Bernier, Associate Superintendent, School Choice Services, OCPS
Julie Salvo, AICP, Senior Administrator, OCPS



Orange County Public Schools

445 West Amelia Street • Orlando, FL 32801-1129 • Phone 407.317.3200 • www.ocps.net

November 2, 2015

John Smogor, Chairman
Development Review Committee
Orange County Government
201 South Rosalind Avenue
Orlando, FL 32801

RE: Avalon K-8 Public Charter School Traffic Study

Dear Mr. Smogor:

Orange County Public Schools ("OCPS") has reviewed the traffic study submitted by Avalon Park Group ("APG") for the proposed Avalon K-8 Public Charter School ("Public Charter School") to the Development Review Committee ("DRC"). We have several concerns about the study methodology, as well as the overall traffic impact to Avalon Middle School, which is located directly across the street from the proposed Public Charter School on Mailer Blvd. We also want to provide the DRC with local data on school traffic generation that we hope will help inform your decision making.

As you know, the traffic study used a combination of Institute of Transportation Engineers (ITE) codes 520 (Elementary School) and 522 (Middle School). ITE's description of these codes note that while private schools are included in the data set, only schools that provide bus service are included. It is our understanding that bus service is not planned for the proposed Public Charter School.

In our opinion, because APG's development plan application is not being treated like a traditional public school, and because bussing will not be provided, ITE code 534 (Private School K-8) is a more appropriate traffic generation rate for this project. ITE code 534 has a higher rate due to lack of bus service, unlike in a traditional public school. Private schools are comparable to public charter schools as they serve the entire county and do not have zones, and families can and will travel long distances for their children to attend these types of schools. This fact is noted in the ITE Code Description for 534.

This fact is also supported by how existing public charter schools in Orange County currently attract students. OCPS has conducted extensive research on where public charter schools draw their population. Districtwide, public charter elementary schools draw 26 percent of their enrollment from within two miles of the school, and middle school grades draw 14 percent of their enrollment from within two miles of the school. A recent analysis of another Charter USA school, Renaissance at Chickasaw, indicates that only 20 percent of their K-8 enrollment originates from within two miles of the school.

In addition, based on traffic studies that have been conducted for OCPS, it is apparent that OCPS's traditional public elementary schools generate more traffic than the ITE Code 520 predicts. We have attached a recent PowerPoint presentation that was given to the OCPS Citizens Oversight and Value Engineering Committee that details traffic generation at OCPS schools.

"The Orange County School Board is an equal opportunity agency."

We also have concerns over the Charter School's proposed queuing. The traffic study's analysis of the proposed queuing only reiterates the numbers provided, which correlates to 10 percent of student population under "normal operations" and 16 percent "with overflow queue storage capacity." While the 16 percent is within the range observed at OCPS schools, in the past OCPS schools have been told that 20 percent is the minimum standard.

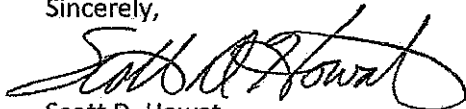
In addition, the site plan creates a key challenge: the overflow queue is obtained by stacking five lanes at the pick-up/drop-off area. ***This plan will require students to walk between queued cars to get to and from their pick-up vehicle.*** Besides the obvious safety issues presented by stacking five lanes at the pick-up/drop-off area, this design will greatly slow down the time in the queue line (i.e., more time spent in the line). As you are aware, OCPS designs for a single lane at the pick-up/drop-off curb so parents can move through the queue and exit the campus as soon as they have picked up or dropped off. We encourage you to visit other Charter USA charter school locations and observe multiple-lane queuing before deciding if this is a model the County wishes to replicate.

Finally, Section 3.0, Projected Capacity Analysis, contains the following statement: "*Indeed, the site is approved higher intensity commercial development, which would exceed the impact of the proposed school site during the peak hours.*" The site, prior to the October 21, 2015 DRC meeting, was approved for a park/school. No commercial development was approved at this location.

In summary, based on the information provided in this letter and due to Orange County's decision to not treat the review of this public charter school application as a traditional public school, OCPS is requesting that Orange County requires APG to revise their traffic study and use the ITE code 534 (Private School K-8). We are also requesting that DRC members personally observe multiple-lane queuing and traffic operations at other Charter USA charter school locations during morning and afternoon pick-up/drop-off before a decision on this application is rendered by the DRC, as we believe that the proposed site plan presents a safety issue.

Thank you for your attention to this matter. Please contact me if you have any questions or need additional information.

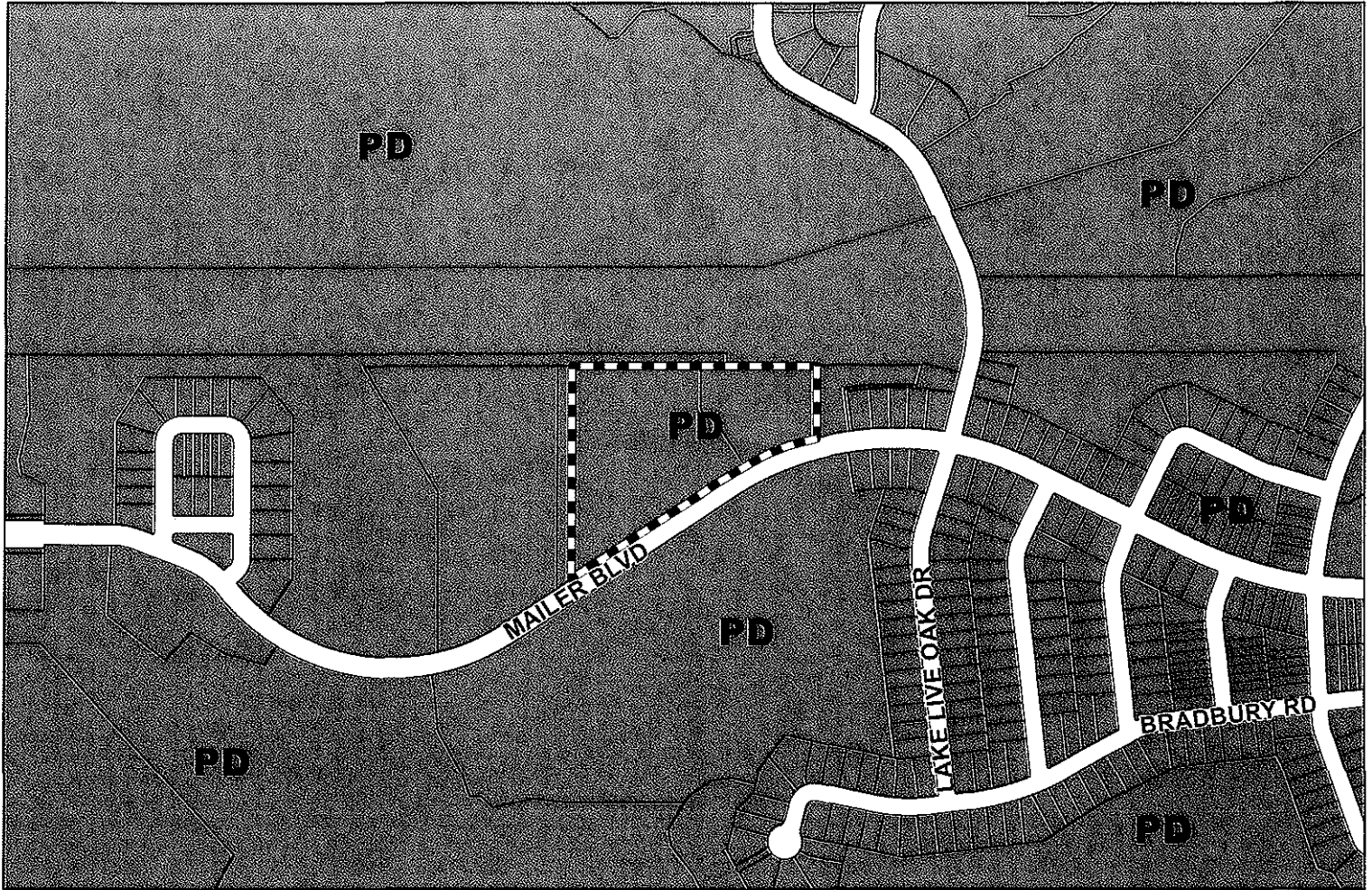
Sincerely,



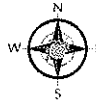
Scott D. Howat
Senior Executive Director

Attachment

CC: Daryl Flynn, School Board Member District 2
Jennifer Thompson, Orange County Commissioner, District 4
Chris Testerman, AICP, Assistant County Administrator, Orange County
Julie Salvo, AICP, Senior Administrator, OCPS
Development Review Committee, Orange County



 Subject Property



 Subject Property

Zoning

ZONING: PD (Planned Development District)
(Avalon Park PD)

APPLICANT: Steve Mellich

APPELLANT: Orange County Public Schools

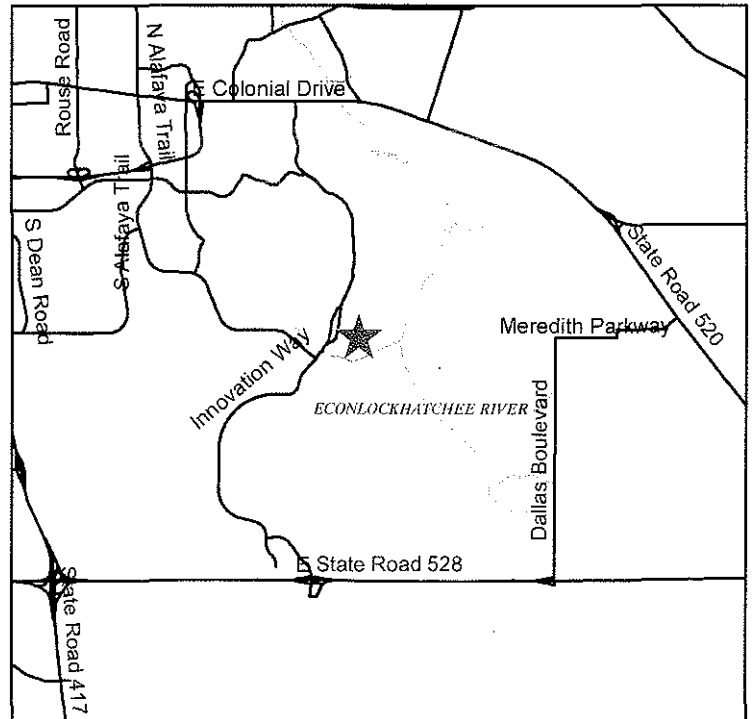
LOCATION: Generally located east of Alafaya Trail Trail / North of Mailer Boulevard

TRACT SIZE: 6.27 gross acres

DISTRICT: #4

S/T/R: 07/23/32

1 inch = 500 feet



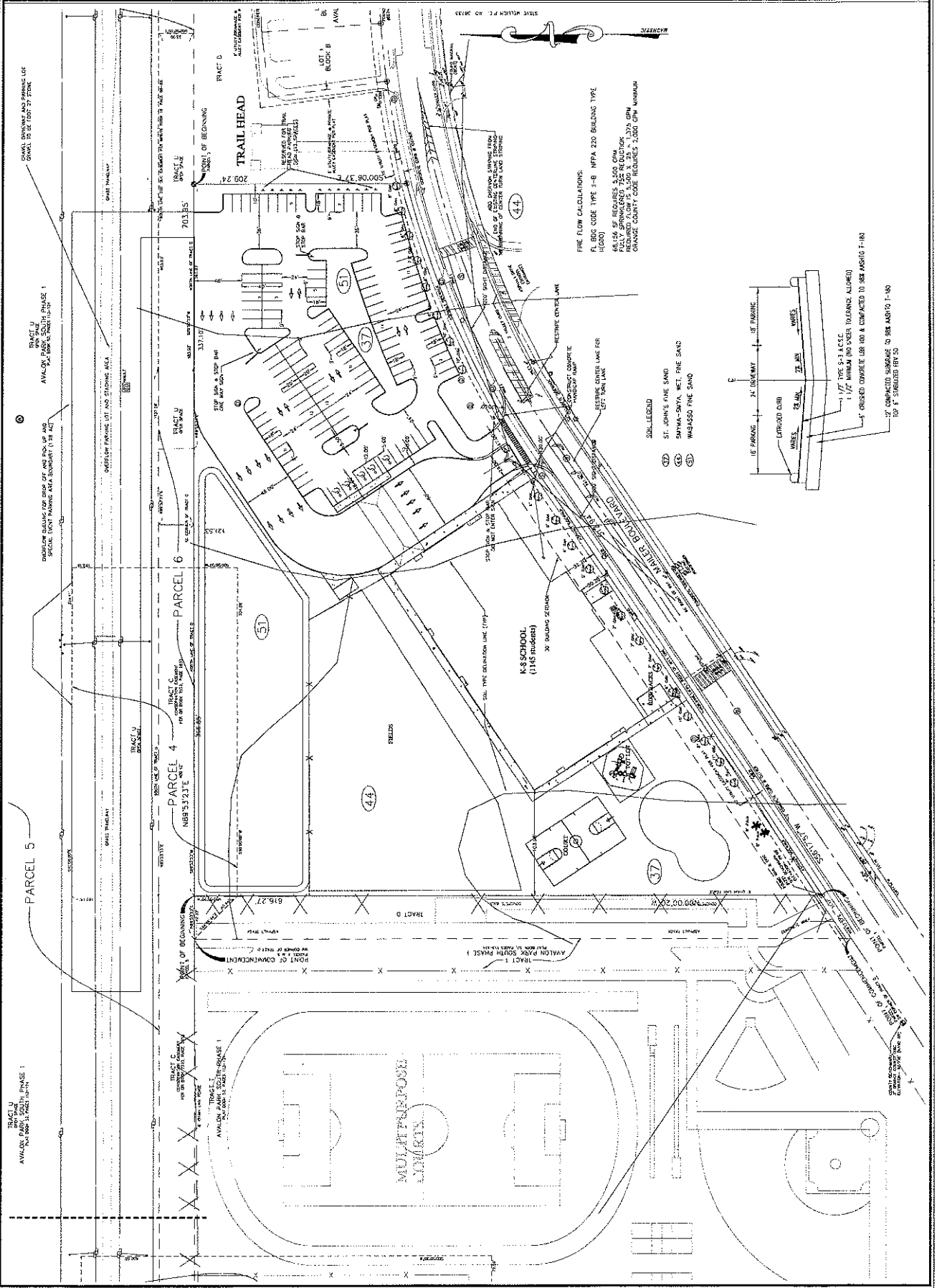
REV	DATE	DESCRIPTION
01	10/21/15	ISSUED FOR PERMITS
02	11/15/15	REVISED PER COMMENTS
03	12/15/15	REVISED PER COMMENTS
04	01/15/16	REVISED PER COMMENTS

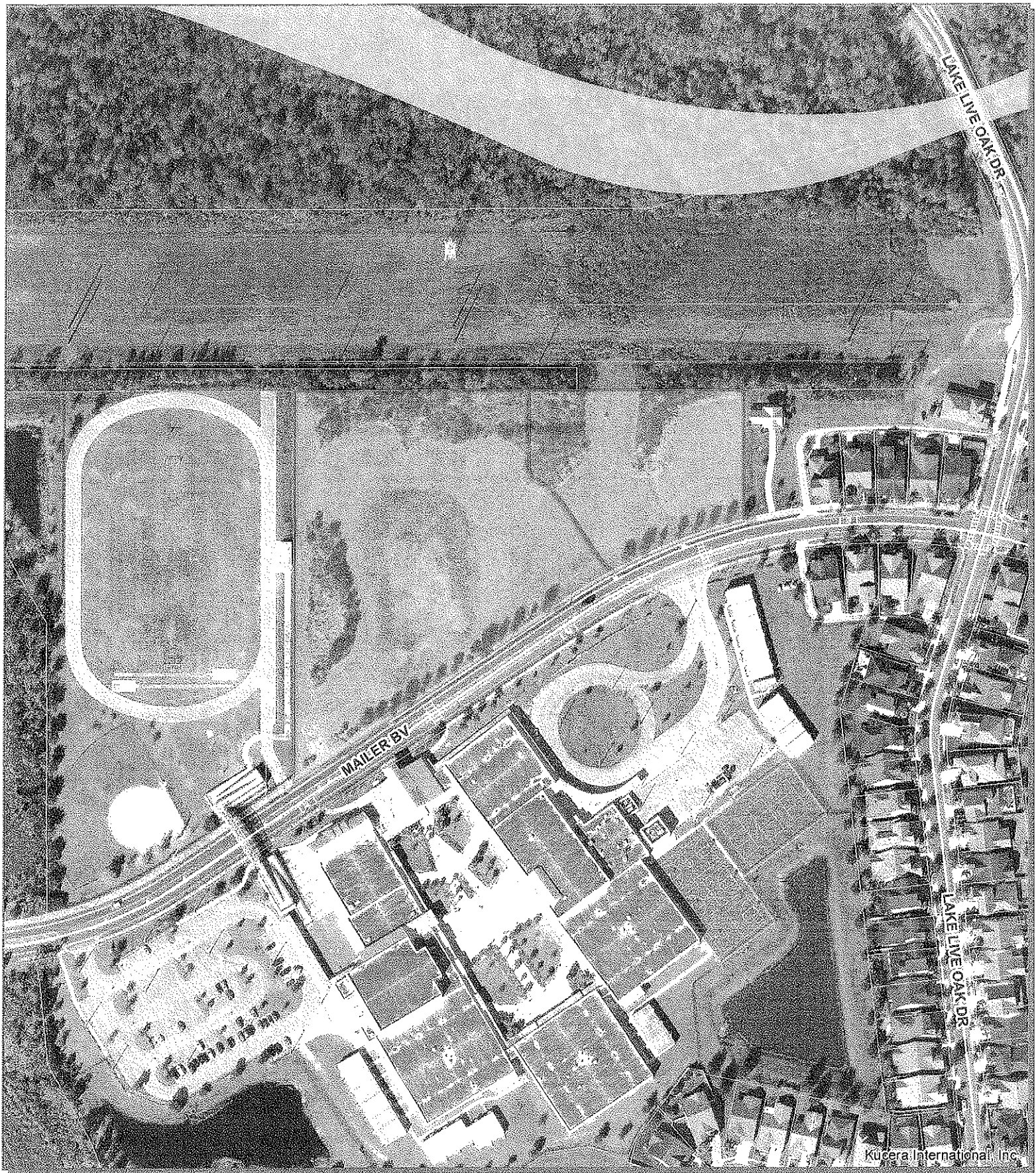
MELICH-BLENDEN ENGINEERING, INC.
 300 NORTH WILSON AVENUE, SUITE 200
 (951) 847-4040
 CERTIFICATE OF AUTHORIZATION NUMBER 0005

DATE	09/29/15
DESIGNED BY	SLM
CHECKED BY	SLM
DATE	09/29/15

CHARTER SCHOOLS USA AYALON PARK
 SITE PLAN

SCALE	1" = 40'
PROJECT NO.	15-005
SHEET	2 OF 4





Avalon Park PD / South Villages PSP / Charter Schools USA Avalon Park DP

340

Parcels	Jurisdiction
Subject Property	Hydrology


0 100 200
Feet
1 in = 200 ft



Interoffice Memorandum

February 16, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Alberto A. Vargas, MArch., Manager, Planning Division 

THROUGH: Jon V. Weiss, P.E., Director
Community, Environmental, and Development Services Department

SUBJECT: 2016-1 Regular Cycle Comprehensive Plan Amendments
Board of County Commissioners (BCC) Transmittal Public Hearing

The 2016-1 Regular Cycle Comprehensive Plan Amendments are scheduled for a BCC transmittal public hearing on February 16, 2016. These amendments were heard by the Local Planning Agency (LPA) at a transmittal public hearing held on January 21, 2016.

A binder containing the staff reports, including back-up material, has been provided under separate cover. The reports are also available under the **Amendment Cycle** section of the County's Comprehensive Planning webpage:

<http://www.orangecountyfl.net/PlanningDevelopment/ComprehensivePlanning.aspx>

The Regular Cycle includes six privately-initiated map amendments (located in District 1) and five staff-initiated map and text amendments. Each of the privately-initiated map amendments involves a change to the Future Land Use Map (FLUM) for a property over 10 acres in size. The staff-initiated amendments include map changes and/or changes to the Goals, Objectives, or Policies of the Comprehensive Plan.

Following the BCC transmittal public hearing, the proposed amendments will be transmitted to the Florida Department of Economic Opportunity (DEO) and other State agencies for review and comment. Staff expects to receive comments from DEO and/or the other State agencies in April 2016: Pursuant to 163.3184, Florida Statutes, the proposed amendments must be adopted within 180 days of receipt of the comment letter or Objections, Recommendations and Comments Report. The adoption hearings are tentatively scheduled for the LPA on May 19, 2016 and the BCC on June 21, 2016.

Any questions concerning this document should be directed to Alberto A. Vargas, MArch., Manager, Planning Division, at (407) 836-5354 or Alberto.Vargas@ocfl.net, or Gregory Golgowski, AICP, Chief Planner, Comprehensive Planning Section, Planning Division, at (407) 836-5624 or Gregory.Golgowski@ocfl.net.

AAV/sgw

Enc: 2016-1 Regular Cycle Amendments BCC Transmittal Binder
c: Christopher R. Testerman, AICP, Assistant County Administrator
Joel Prinsell, Deputy County Attorney